City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, February 17, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills
B. Approval of Minutes – February 3, 2015
C. Approve Cancelation of March 24, 2015 Study Session
D. Approval of Design Services Addendum and the Construction Management Services Agreement with Merrick and Company for the Eldorado Springs Raw Water Intake
E. Approve 2015 Water Treatment Facilities Chemical Purchase
F. Approve Turf Maintenance Equipment Package for Coal Creek Golf Course
G. Approval of the Seventh Amendment to the Intergovernmental Agreement for Collection of Use Tax Between Boulder County and The City of Louisville

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER'S REPORT

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

8. REGULAR BUSINESS

A. AWARD BID FOR THE 2015 DILLON ROAD / ST. ANDREWS LANE TRAFFIC SIGNAL INSTALLATION

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

B. RESOLUTION NO. 8, SERIES 2015 – A RESOLUTION DESIGNATING THE ATKIN HOUSE AND SHED LOCATED AT 1101 GRANT AVENUE A HISTORIC LANDMARK

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

C. ORDINANCE NO. 1678, SERIES 2015 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW FOOD TRUCKS, FOOD CARTS, AND MOBILE RETAIL FOOD ESTABLISHMENTS TO OPERATE AT THE COAL CREEK GOLF COURSE WITHIN A RESIDENTIAL ZONE DISTRICT – 2nd Reading – Public Hearing – (Advertised *Daily Camera* 02/08/2015)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closed Public Hearing
- Action

D. AWARD BID AND CONTRACT EXECUTION FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

E. DISCUSSION/DIRECTION/ACTION – LOCAL FINANCIAL ASSISTANCE TO SUPPORT BOULDER COUNTY HOUSING AUTHORITY'S (BCHA) AFFORDABLE HOUSING PROJECT AT 245 NORTH 96TH STREET

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

F. BOULDER COUNTY ANNEXATION AND ZONING FOR 245 NORTH 96TH STREET

1. RESOLUTION NO. 9, SERIES 2015, A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF PROPERTY TO THE CITY OF LOUISVILLE, COLORADO, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION, AND FINDING THE AREA PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

2. ORDINANCE 1679, SERIES 2015, AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION – 1ST Reading – Set Public Hearing 3/03/2015

- City Attorney Introduction
- Action

3. ORDINANCE 1680, SERIES 2015, AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO – 1ST Reading – Set Public Hearing 03/03/2015

- City Attorney Introduction
- Action

G. ORDINANCE NO. 1681, SERIES 2015 – AN ORDINANCE APPROVING THE VACATION OF A 20-FOOT WIDE UNIMPROVED ALLEY BETWEEN 225 COUNTY RD. (LOTS 12 AND 13) AND 224 FRONT STREET (LOTS 10 AND 11), BLOCK 9, MURPHY PLACE – 1st Reading – Set Public Hearing 03/03/2015

- City Attorney Introduction
- Action

H. EXECUTIVE SESSION

1. REAL PROPERTY ACQUISITION

(Louisville Charter, Section 5-2(c) – Authorized Topics – Consideration of real property acquisitions, only as to appraisals and other value estimates and strategy, and C.R.S. 24-6-402(4)(a))

City Manager is Requesting the City Council Convene an Executive Session for the Purpose of Consideration of Potential Real Property Acquisition Concerning Property in Louisville

2. PENDING LITIGATION

(Louisville Charter, Section 5-2(d) – Authorized Topics – Consultation with an attorney representing the City with respect to pending litigation, and C.R.S. 24-6-402(4)(b))

City Manager and City Attorney are Requesting the City Council Convene an Executive Session for the Purpose of Consultation with Respect to Pending Litigation

3. CITY MANAGER SEMI-ANNUAL EVALUATION

(Louisville Code of Ethics, Section 5-2(b), CRS 24-6-402(4)(f) – Authorized topics)

Mayor is Requesting the City Council Convene An Executive Session for the Purpose of Conducting A Semi-Annual Performance Review of the City Manager

REGULAR BUSINESS ITEMS SUSPENDED

- **Requests for Executive Session**
- **City Clerk Statement**
- **City Attorney Statement of Authority**
- **City Council Action on Motions for Executive Session**
- **Executive Session**
- **Council Reconvene**

REGULAR BUSINESS ITEMS CONTINUED

REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY ACQUISITIONS, PENDING LITIGATION AND CITY MANAGER EVALUATION

9. CITY ATTORNEY'S REPORT

10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURNMENT

City of Louisville
Cash Disbursement Edit List

Batch: 89239 Period: 01/29/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
9750-1	LEGALSHIELD					
	012515	#22554 JAN 15 EMPLOYEE PREMIUM	01/25/15	02/24/15	424.65	424.65
4	AIRGAS DRY ICE					
	012715	REFUND DUPLICATE LICENSE FEE	01/27/15	02/26/15	25.00	25.00
8442-1	VISION SERVICE PLAN					
	VSP0215	12 059727 0001 FEB 15 EMP PREM	01/21/15	02/20/15	2,741.56	2,741.56
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	BANK TOTAL PAYMENTS				3,191.21	3,191.21
					---	---
	GRAND TOTAL PAYMENTS				3,191.21	3,191.21

City of Louisville
Cash Disbursement Edit List

Batch: 89337 Period: 02/05/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
13640-1	CHILD SUPPORT ENFORCE OFFICE					
	013015	EMPLOYEE GARNISHMENT PP#03	01/30/15	03/01/15	255.23	255.23
14038-1	ERIK SWIATEK					
	012215	TRAVEL RECON 1/15-1/16/15	01/22/15	02/21/15	59.80	59.80
14002-1	KANSAS PAYMENT CENTER					
	013015	EMPLOYEE GARNISHMENT PP#03	01/30/15	03/01/15	189.07	189.07
7874-1	KERRY HOLLE					
	013015	EXPENSE REPORT 1/27-1/29/15	01/30/15	03/01/15	4.60	
	013015	EXPENSE REPORT 1/27-1/29/15	01/30/15	03/01/15	125.36	129.96
55	FIDELITY NATIONAL TITLE					
	U!00000960	9302/253052912: 190 S. CLEVELA	02/05/15	02/05/15	64.38	64.38
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	BANK TOTAL PAYMENTS				698.44	698.44
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	GRAND TOTAL PAYMENTS				698.44	698.44

City of Louisville
Cash Disbursement Edit List

Batch: 89421 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
13960-1	ALFALFAS MARKET INC					
	012715	2014 BUSINESS ASSIST REBATE	01/27/15	02/26/15	61,208.00	
	012715	2014 BUSINESS ASSIST REBATE	01/27/15	02/26/15	30,604.00	91,812.00
13556-1	AQUATIC CHEMICAL SOLUTIONS INC					
	5507	WADER POOL START UP MSP	05/10/14	06/09/14	321.25	
	5727	SPLASH POOL CIRCULATION MOTOR	07/15/14	08/14/14	871.10	
	5736	WADER POOL PUMP MSP	07/02/14	08/01/14	1,913.00	
	5758A	POOL DISINFECTION SYSTEM	09/20/14	10/20/14	4,135.39	
	5890	SPLASH POOL FILTER LID LRC	12/09/14	01/08/15	367.50	
	5891	WINTERIZE MEMORY SQUARE	12/09/14	01/08/15	1,087.10	
	5919	HOT TUB CHLORINATOR PUMP LRC	12/29/14	01/28/15	646.25	9,341.59
13614-14	ATKINS NORTH AMERICA INC					
	1803171	RAILWAY UNDERPASS DESIGN	12/12/14	01/11/15	8,003.79	
	1803171	RAILWAY UNDERPASS DESIGN	12/12/14	01/11/15	602.44	8,606.23
7739-1	BOULDER COUNTY					
	10184	TURKEY TROT	12/31/14	01/30/15	495.00	495.00
13994-1	BRYAN CONSTRUCTION INC					
	PP03123114	CITY SERVICES FACILITY	12/31/14	01/30/15	116,448.92	
	PP03123114	CITY SERVICES FACILITY	12/31/14	01/30/15	116,448.93	
	PP03123114	CITY SERVICES FACILITY	12/31/14	01/30/15	116,448.92	
	PP03123114	CITY SERVICES FACILITY	12/31/14	01/30/15	116,448.93	465,795.70
13200-1	CABLE TELEVISION LABORATORIES INC					
	012715	BUSINESS ASSISTANCE REBATE	01/27/15	02/26/15	12,143.70	
	012715	BUSINESS ASSISTANCE REBATE	01/27/15	02/26/15	17,550.00	29,693.70
11162-1	CENTENNIAL VALLEY PROP VII LLC					
	012815	2014 BUSINESS ASSIST REBATE	01/28/15	02/27/15	48,299.29	
	012815	2014 BUSINESS ASSIST REBATE	01/28/15	02/27/15	24,149.65	72,448.94
1005-1	CHEMATOX LABORATORY INC					
	13985	DUID BLOOD TEST	10/18/14	11/17/14	535.00	535.00
14021-1	COOPER HEATING & COOLING INC					
	G305408	HVAC REPLACEMENT ART CTR	12/12/14	01/11/15	12,465.00	12,465.00
13950-1	DIAZ CONSTRUCTION GROUP					
	PP7102414	WATER/SEWER LINE REPLACEMENT	02/05/15	03/07/15	7,060.16	
	PP7102414	WATER/SEWER LINE REPLACEMENT	02/05/15	03/07/15	9,755.50	16,815.66
13009-1	EIDE BAILLY LLP					
	EI00215644	2014 AUDIT PRELIMINARY BILLING	01/26/15	02/25/15	8,544.00	
	EI00215644	2014 AUDIT PRELIMINARY BILLING	01/26/15	02/25/15	6,230.00	
	EI00215644	2014 AUDIT PRELIMINARY BILLING	01/26/15	02/25/15	3,026.00	17,800.00
8076-1	EXTREME CARE LLC					

Batch: 89421 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	27460	FITNESS EQUIPMENT MAINT	01/17/15	02/16/15	325.00	325.00
1960-1	FARMERS RESERVOIR & IRRIGATION CO					
	012315	2013/2014 STORAGE/CONVEY RECON	01/23/15	02/22/15	57,895.20	57,895.20
13565-1	HATCH MOTT MACDONALD LLC					
	IN13069	RESERVOIR WATER QUALITY STUDY	01/26/15	02/25/15	12,936.15	12,936.15
14019-1	HISTORY MATTERS LLC					
	122914	PRESERVATION MASTER PLAN	12/29/14	01/28/15	1,176.42	1,176.42
14022-1	JON HARMAN					
	123114	MASTER ELECTRICIAN TEST/CERT	12/31/14	01/30/15	178.00	178.00
2780-1	KAISER LOCK & KEY SERVICE INC					
	101177	LOCKS/KEYS GCC	01/15/15	02/14/15	2,458.90	2,458.90
14033-1	KDG ENGINEERING LLC					
	K14004-1R	DILLON ROAD UNDERPASS REPAIRS	01/15/15	02/14/15	20,625.63	20,625.63
11072-18	MERRICK AND COMPANY					
	137661	ELDORADO RAW WTR INTAKE DESIGN	01/22/15	02/21/15	15,105.52	15,105.52
13525-1	MICHAEL BAKER JR INC					
	898925	95TH ST BRIDGE DESIGN	02/06/15	03/08/15	62,043.49	62,043.49
11061-1	MOUNTAIN PEAK CONTROLS INC					
	7363	SCADA PROGRAMMING WWTP	12/18/14	01/17/15	1,495.00	1,495.00
13779-1	NICOLE DUNAS					
	1430012-3	CONTRACTOR FEES WOMENS YOGA	11/19/14	12/19/14	92.40	
	1430012-4	CONTRACTOR FEES WOMENS YOGA	12/10/14	01/09/15	79.80	172.20
13927-1	PEARL IZUMI USA INC					
	012815	BUSINESS ASSISTANCE REBATE	01/27/15	02/26/15	2,363.27	
	012815	BUSINESS ASSISTANCE REBATE	01/27/15	02/26/15	1,181.64	3,544.91
1224-1	PLM ASPHALT & CONCRETE INC					
	12966	PARKING LOT CRACK SEAL PC	12/15/14	01/14/15	2,499.00	2,499.00
13837-1	RAFTELIS FINANCIAL CONSULTANTS INC					
	LOCO1411-01	FINANCIAL PLAN UPDATE	12/04/14	01/03/15	11,250.00	
	LOCO1411-02	FINANCIAL PLAN UPDATE	01/14/15	02/13/15	9,000.00	20,250.00
13668-1	RESOURCE BASED INTERNATIONAL					
	2014-10	WATER RIGHTS MANAGEMENT	11/10/14	12/10/14	10,380.00	
	2014-11	WATER RIGHTS MANAGEMENT	12/15/14	01/14/15	9,092.50	
	2014-12	WATER RIGHTS MANAGEMENT	01/25/15	02/24/15	9,800.00	29,272.50
9559-1	RICHARD C HARPER					
	011715	UPDATE DFAR DATABASE	01/17/15	02/16/15	400.00	400.00
12772-1	RIDGELINE DEVELOPMENT CORPORATION					
	011915B	NE WATER SERVICE/CONDUIT	01/19/15	02/18/15	1,194.00	
	011915B	NE WATER SERVICE/CONDUIT	01/19/15	02/18/15	8,400.00	
	011915B	NE WATER SERVICE/CONDUIT	01/19/15	02/18/15	1,194.00	10,788.00

Batch: 89421 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13737-1	RNL DESIGN INC					
	51983	CITY SERVICES FACILITY DESIGN	12/11/14	01/10/15	14,631.40	
	51983	CITY SERVICES FACILITY DESIGN	12/11/14	01/10/15	14,631.40	
	51983	CITY SERVICES FACILITY DESIGN	12/11/14	01/10/15	14,631.42	
	51983	CITY SERVICES FACILITY DESIGN	12/11/14	01/10/15	14,631.40	
	51983A	CITY SERVICES FACILTIY DESIGN	12/11/14	01/10/15	108.35	
	51983A	CITY SERVICES FACILTIY DESIGN	12/11/14	01/10/15	108.35	
	51983A	CITY SERVICES FACILTIY DESIGN	12/11/14	01/10/15	108.36	
	51983A	CITY SERVICES FACILTIY DESIGN	12/11/14	01/10/15	108.36	
	52079	CITY SERVICES FACILTIY DESIGN	02/04/15	03/06/15	4,085.00	
	52079	CITY SERVICES FACILTIY DESIGN	02/04/15	03/06/15	4,085.00	
	52079	CITY SERVICES FACILTIY DESIGN	02/04/15	03/06/15	4,085.00	
	52079	CITY SERVICES FACILTIY DESIGN	02/04/15	03/06/15	4,085.00	75,299.04
13419-1	ROADSAFE TRAFFIC SYSTEMS CORP					
	30237	THERMOPLASTIC	12/31/14	01/30/15	694.20	694.20
12878-1	TIMBERLINE AQUATICS INC					
	394	BIOMONITOR SPRING SAMPLING	12/10/14	01/09/15	1,294.85	
	395	BIOMONITOR SPRING DATA/REPORT	12/10/14	01/09/15	1,397.80	2,692.65
14042-1	TRIENDURANCE LLC					
	2306	TRIATHLON GROUP SWIM	01/19/15	02/18/15	151.20	151.20
13413-1	TRUJILLO SPECIAL COATINGS INC					
	3496	PAINTING LIB	02/06/15	03/08/15	1,310.38	1,310.38
13426-1	UNIQUE MANAGEMENT SERVICES INC					
	298384	COLLECTION SERVICES	01/01/15	01/31/15	116.35	116.35
5115-1	WL CONTRACTORS INC					
	14875	DEC 14 TRAFFIC SIGNAL MAINT	01/09/15	02/08/15	6,047.48	
	24703	NOV 14 TRAFFIC SIGNAL MAINT	12/10/14	01/09/15	7,543.53	
	24704	TRAFFIC SIGNAL MAINT	12/10/14	01/09/15	525.00	
	24758	CREDIT TRAFFIC SIGNAL MAINT	12/17/14	01/16/15	525.00-	
	24767	CREDIT TRAFFIC SIGNAL MAINT	12/18/14	01/17/15	141.00-	
	24876	TRAFFIC SIGNAL IMPROVEMENTS	01/09/15	02/08/15	1,421.99	
	24877	TRAFFIC SIGNAL CABINET	01/09/15	02/08/15	15,575.11	30,447.11
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	BANK TOTAL PAYMENTS				1,077,685.67	1,077,685.67
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	GRAND TOTAL PAYMENTS				1,077,685.67	1,077,685.67

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
13547-1	A G WASSENAAR INC					
	246632	GEOTECH SERVICES CSF	01/22/15	02/21/15	403.12	
	246632	GEOTECH SERVICES CSF	01/22/15	02/21/15	403.12	
	246632	GEOTECH SERVICES CSF	01/22/15	02/21/15	403.13	
	246632	GEOTECH SERVICES CSF	01/22/15	02/21/15	403.13	
	246757	GEOTECH SERVICES CSF	01/28/15	02/27/15	802.50	
	246757	GEOTECH SERVICES CSF	01/28/15	02/27/15	802.50	
	246757	GEOTECH SERVICES CSF	01/28/15	02/27/15	802.50	
	246757	GEOTECH SERVICES CSF	01/28/15	02/27/15	802.50	4,822.50
5369-1	ACCUTEST MOUNTAIN STATES INC					
	D1-58410	LAB ANALYSIS FEES WWTP	01/07/15	02/06/15	686.00	
	D1-58455	LAB ANALYSIS FEES WWTP	01/07/15	02/06/15	538.00	
	D1-58674	LAB ANALYSIS FEES WTP	01/16/15	02/15/15	300.00	
	D1-58813	LAB ANALYSIS FEES WWTP	01/26/15	02/25/15	250.00	
	D1-58818	LAB ANALYSIS FEES WWTP	01/26/15	02/25/15	578.00	2,352.00
1006-1	ALL CURRENT ELECTRIC INC					
	3153	WATER SLIDE PUMP REPAIR RSC	01/28/15	02/27/15	97.50	97.50
8882-1	ALLMAX SOFTWARE INC					
	20648	DATA MGMT SOFTWARE SUPPORT WWP	01/23/15	02/22/15	2,499.00	
	20649	DATA MGMT SOFTWARE SUPPORT WTP	01/23/15	02/22/15	880.00	3,379.00
2012-1	ANFRM					
	010115	2015 ANFRM MEMBERSHIP	01/01/15	01/31/15	25.00	25.00
11181-1	APEX CONSULTING SERVICES INC					
	15-5	ENVIRONMENTAL SITE ASSESSMENT	01/14/15	02/13/15	1,795.00	1,795.00
13455-1	ASCAP					
	013015	2015 ASCAP LICENSE FEE	01/30/15	03/01/15	335.00	335.00
13748-1	ASSOC FOR COMMUNITY LIVING IN BOULDER COUNTY					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	500.00	500.00
460-1	ASTRAL COMMUNICATIONS INC					
	152329	RADIO SYSTEM PD	01/19/15	02/18/15	7,670.00	7,670.00
5001-1	BACKFLOW TECH					
	76442	BACKFLOW PREVENTER REPAIR	01/28/15	02/27/15	110.00	110.00
13855-1	BIG AIR JUMPERS INC					
	O14915	NITE AT REC INFLATABLES	01/23/15	02/22/15	535.00	
	O14918	NITE AT REC INFLATABLES	01/30/15	03/01/15	535.00	
	O14919	NITE AT REC INFLATABLES	02/06/15	03/08/15	535.00	1,605.00
640-1	BOULDER COUNTY					
	013115	JAN 15 BOULDER COUNTY USE TAX	01/31/15	03/02/15	14,868.78	14,868.78
14029-1	BOULDER COUNTY CARECONNECT					

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	1,000.00	1,000.00
13749-1	BOULDER COUNTY LEGAL SERVICES					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	600.00	600.00
12880-1	BOYAGIAN CONSULTING LLC					
	020215	JAN 15 PROFESSIONAL SERVICES	02/02/15	03/04/15	4,375.00	4,375.00
13344-1	BROWN HILL ENGINEERING & CONTROLS LLC					
	9228	DP CELL FLOW METER REPAIR	01/16/15	02/15/15	670.50	
	9272	CTC LIFT STATION PUMP REPAIR	01/30/15	03/01/15	375.00	1,045.50
13717-1	CDM SIGNS LLC					
	14-505	OUTDOOR SIGN LED LIGHTING PC	01/14/15	02/13/15	1,625.00	1,625.00
248-1	CDW GOVERNMENT					
	RZ22360	NETWORK CABLE	01/20/15	02/19/15	353.11	
	SH17460	MERAKI WIFI ACCESS POINT MSP	02/03/15	03/05/15	484.79	
	SH17462	MERAKI WIFI ACCESS POINT GCM	02/03/15	03/05/15	484.79	
	SH37101	CITY COUNCIL LAPTOPS	02/03/15	03/05/15	3,156.45	4,479.14
935-1	CENTENNIAL PRINTING CO					
	56820	HPC PMP POSTCARDS	01/22/15	02/21/15	55.20	55.20
10773-1	CENTRIC ELEVATOR CORP					
	234248	ELEVATOR KEYS PC	01/23/15	02/22/15	35.00	
	234353	FEB 15 ELEVATOR MAINT PC	02/01/15	03/03/15	243.09	
	234354	FEB 15 ELEVATOR MAINT LIB	02/01/15	03/03/15	443.50	
	234355	FEB 15 ELEVATOR MAINT RSC	02/01/15	03/03/15	260.71	
	234356	FEB 15 ELEVATOR MAINT CH	02/01/15	03/03/15	265.59	1,247.89
12674-1	CGAIT					
	1046	2015 CGAIT MEMBERSHIP	12/29/14	01/28/15	660.00	660.00
13964-1	CHANDLER ASSET MANAGEMENT					
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	161.31	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	8.81	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	1.72	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	0.28	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	224.96	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	29.33	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	21.14	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	4.69	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	39.90	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	314.66	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	61.72	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	485.49	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	402.39	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	99.64	

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	31.44	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	7.64	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	35.43	
	16738	JAN 15 INVESTMENT FEES	02/03/15	03/05/15	30.45	1,961.00
4785-1	CINTAS CORPORATION #66					
	66240813	UNIFORM RENTAL WWTP	01/05/15	02/04/15	109.66	
	66240814	UNIFORM RENTAL WTP	01/05/15	02/04/15	116.29	
	66245328	UNIFORM RENTAL WWTP	01/12/15	02/11/15	110.98	
	66245329	UNIFORM RENTAL WTP	01/12/15	02/11/15	22.35	
	66250081	UNIFORM RENTAL WWTP	01/19/15	02/18/15	132.42	
	66250082	UNIFORM RENTAL WTP	01/19/15	02/18/15	73.49	
	66254852	UNIFORM RENTAL WWTP	01/26/15	02/25/15	106.12	
	66254853	UNIFORM RENTAL WTP	01/26/15	02/25/15	116.29	
	66259636	UNIFORM RENTAL WWTP	02/02/15	03/04/15	100.92	
	66259637	UNIFORM RENTAL WTP	02/02/15	03/04/15	207.80	1,096.32
6451-1	CLINICA FAMILY HEALTH SERVICES					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	4,000.00	4,000.00
14011-1	CLOSE ASSOCIATES LLC					
	1502-03	NWTP CHLORINE TANK ASSESSMENT	02/01/15	03/03/15	4,277.50	4,277.50
194-1	COAL CREEK MEALS ON WHEELS					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	2,000.00	2,000.00
10835-7	COLO ASSOC PERMIT TECHNICIANS					
	020515	2015 CAPT MEMBERSHIPS	02/05/15	03/07/15	70.00	70.00
1250-1	COLORADO MUNICIPAL LEAGUE					
	3168	MUNICIPAL CAUCUS LUNCH BALSER	01/19/15	02/18/15	13.00	13.00
12182-1	COLORADO STORMWATER COUNCIL					
	2015-0175	2015 CSC MEMBERSHIP	01/22/15	02/21/15	500.00	500.00
5519-1	COMMUNITY FOOD SHARE					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	2,500.00	2,500.00
14009-1	COMPLETE MAILING SOLUTIONS					
	79164	POSTAGE MACHINE INK CARTRIDGE	01/22/15	02/21/15	162.54	162.54
12204-1	CONTRACT COMMERCIAL INTERIORS INC					
	9760	ROLLER SHADES PW	01/21/15	02/20/15	435.00	435.00
11411-1	DEBORAH FAHEY					
	020415	CPI CONFERENCE REG FAHEY	02/04/15	03/06/15	150.00	150.00
6452-1	DENTAL AID INC					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	1,000.00	1,000.00
8000-1	DENVER BOULDER COURIERS					
	JAN2015-13933	REUSE REPORT TO CDPHE	01/31/15	03/02/15	25.41	25.41
13392-1	DESIGN MECHANICAL INC					

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	4059003	HVAC MAINTENANCE LIB	02/01/15	03/03/15	487.00	487.00
13929-1	DHE COMPUTER SYSTEMS LLC					
	90123	WORKSTATION REFRESH COURTS	02/04/15	03/06/15	738.60	738.60
13790-2	EAGLE-NET ALLIANCE					
	10368	FEB 15 INTERNET SERVICE	02/01/15	03/03/15	870.20	870.20
13963-1	ENSCICON CORPORATION					
	86531	ENGINEERING SERV TOWNSEND	01/25/15	02/24/15	227.68	
	86531A	ENGINEERING SERV TOWNSEND	01/25/15	02/24/15	56.92	
	86531B	ENGINEERING SERV TOWNSEND	01/25/15	02/24/15	85.38	
	86531C	ENGINEERING SERV TOWNSEND	01/25/15	02/24/15	1,451.46	
	86531D	ENGINEERING SERV TOWNSEND	01/25/15	02/24/15	512.28	
	86531E	ENGINEERING SERV TOWNSEND	01/25/15	02/24/15	56.92	
	86602	ENGINEERING SERV TOWNSEND	02/01/15	03/03/15	56.92	
	86602A	ENGINEERING SERV TOWNSEND	02/01/15	03/03/15	170.76	
	86602B	ENGINEERING SERV TOWNSEND	02/01/15	03/03/15	199.22	
	86602C	ENGINEERING SERV TOWNSEND	02/01/15	03/03/15	56.92	
	86602D	ENGINEERING SERV TOWNSEND	02/01/15	03/03/15	1,309.16	
	86602E	ENGINEERING SERV TOWNSEND	02/01/15	03/03/15	626.12	4,809.74
6258-1	ENVIROTECH SERVICES INC					
	CD201506121	ICE SLICER	01/14/15	02/13/15	2,554.92	
	CD201506420	ICE SLICER	01/15/15	02/14/15	2,580.84	
	CD201506421	ICE SLICER	01/15/15	02/14/15	2,526.93	
	CD201506422	ICE SLICER	01/15/15	02/14/15	2,531.07	
	CD201506423	ICE SLICER	01/15/15	02/14/15	2,565.29	
	CD201506691	ICE SLICER	01/16/15	02/15/15	2,526.93	
	CD201507583	ICE SLICER	01/21/15	02/20/15	2,580.84	
	CD201507584	ICE SLICER	01/21/15	02/20/15	2,601.58	20,468.40
1960-1	FARMERS RESERVOIR & IRRIGATION CO					
	2015245-IN	2015 ASSESSMENT	01/31/15	03/02/15	11,245.62	11,245.62
13916-1	FERGUSON WATERWORKS					
	0820581	BALL CORP STOPS	01/29/15	02/28/15	993.83	993.83
14030-1	FLATIRONS HABITAT FOR HUMANITY					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	10,000.00	10,000.00
10722-1	GALE/CENGAGE LEARNING					
	54248701	ADULT BOOKS AND MEDIA	01/21/15	02/20/15	24.74	24.74
8508-1	GCR TIRE CENTERS					
	757-42814	REPAIR UNIT 3420	01/30/15	03/01/15	726.39	
	757-42814	REPAIR UNIT 3420	01/30/15	03/01/15	726.38	
	757-42814	REPAIR UNIT 3420	01/30/15	03/01/15	726.39	2,179.16
11214-1	GRAYLING					

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	P004833	JAN 15 PROFESSIONAL SERVICES	01/30/15	03/01/15	4,375.00	4,375.00
2415-1	HARCROS CHEMICALS INC					
	100100001	FLUORIDE WTP	01/30/15	03/01/15	1,220.00	1,220.00
14019-1	HISTORY MATTERS LLC					
	012915	PRESERVATION MASTER PLAN	01/29/15	02/28/15	1,392.84	1,392.84
645-1	HUMANE SOCIETY OF BOULDER VALLEY					
	11504	2015 RESERVE FUND CONTRIBUTION	01/20/15	02/19/15	2,221.00	2,221.00
11357-1	IMPACT ON EDUCATION					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	1,000.00	1,000.00
2615-1	INGRAM LIBRARY SERVICES INC					
	83378047	TEEN BOOKS AND MEDIA	01/23/15	02/22/15	10.79	
	83495823	CHILDRENS BOOKS AND MEDIA	01/27/15	02/26/15	211.91	
	83537760	CHILDRENS BOOKS AND MEDIA	01/28/15	02/27/15	60.19	282.89
8881-1	INGRAM LIBRARY SERVICES INC					
	83495821	ADULT BOOKS AND MEDIA	01/27/15	02/26/15	353.43	
	83495822	ADULT BOOKS AND MEDIA	01/27/15	02/26/15	56.62	
	83563742	ADULT BOOKS AND MEDIA	01/29/15	02/28/15	120.27	
	83586812	ADULT BOOKS AND MEDIA	01/29/15	02/28/15	49.29	
	83586813	ADULT BOOKS AND MEDIA	01/29/15	02/28/15	15.39	595.00
11267-1	INSIDE OUT HEALTH AND FITNESS					
	1510026-1	CONTRACTOR FEES TABATA	01/27/15	02/26/15	724.50	
	1510027-1	CONTRACTOR FEES PIYO	01/27/15	02/26/15	973.00	1,697.50
13817-1	ISRAEL ALVARADO					
	2015-01	NITE AT REC DJ SERVICES	01/23/15	02/22/15	275.00	
	2015-02	NITE AT REC DJ SERVICES	01/30/15	03/01/15	275.00	
	2015-03	NITE AT REC DJ SERVICES	02/06/15	03/08/15	275.00	825.00
13346-1	ISS FACILITY SERVICES DENVER					
	832879	JAN 15 JANITORIAL SERVICES	01/21/15	02/20/15	17,393.56	
	832879	JAN 15 JANITORIAL SERVICES	01/21/15	02/20/15	606.06	
	832879	JAN 15 JANITORIAL SERVICES	01/21/15	02/20/15	143.43	18,143.05
9877-1	J-8 EQUIPMENT COMPANY INC					
	183978	FUEL CARDS	01/27/15	02/26/15	13.36	
	183978	FUEL CARDS	01/27/15	02/26/15	13.36	
	183978	FUEL CARDS	01/27/15	02/26/15	13.36	40.08
11289-1	JVA INC					
	53616	STORM SEWER MASTER PLAN	01/26/15	02/25/15	5,000.00	5,000.00
2780-1	KAISER LOCK & KEY SERVICE INC					
	101173	DOOR REPAIR AC	01/19/15	02/18/15	92.50	92.50
11337-1	KISSINGER AND FELLMAN PC					
	20735	COMCAST FRANCHISE NEGOTIATIONS	01/20/15	02/19/15	35.00	35.00

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
2360-1	LIGHT KELLY, PC					
	020315	LEGAL SERVICES 1/1-1/31/15	02/03/15	03/05/15	26,893.00	
	020315	LEGAL SERVICES 1/1-1/31/15	02/03/15	03/05/15	264.00	
	020315	LEGAL SERVICES 1/1-1/31/15	02/03/15	03/05/15	2,266.00	29,423.00
14040-1	LM NELSON AND ASSOCIATES					
	76437	BACKFLOW PREVENTER WWTP	01/29/15	02/28/15	254.58	254.58
6456-1	LOUISVILLE COMMUNITY FOOD BANK					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	800.00	800.00
3095-2	LOUISVILLE CULTURAL COUNCIL					
	020915	2015 NON-PROFIT GRANT	02/09/15	03/11/15	10,000.00	10,000.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	013115	JAN 15 FIRE PROTECT DIST FEES	01/31/15	03/02/15	2,015.00	2,015.00
1172-1	LYLE SIGNS INC					
	1349331	CUSTOM SIGNS	01/27/15	02/26/15	200.28	200.28
6939-1	MCCANDLESS TRUCK CENTER LLC					
	HW09550	REPAIR UNIT 3261	01/30/15	03/01/15	1,964.29	1,964.29
15	JESSICA FASICK					
	020415	CPI CONFERENCE REG FASICK	02/04/15	03/06/15	165.00	165.00
15	LYNDA HALEY					
	020515	CPI CONFERENCE REG HALEY	02/05/15	03/07/15	140.00	140.00
11365-1	NATIONAL METER & AUTOMATION INC					
	S1058477.001	METERS/ERTS	01/23/15	02/22/15	1,108.50	
	S1058688.001	METER BODIES/ITRON ERTS	01/29/15	02/28/15	2,217.00	3,325.50
13779-1	NICOLE DUNAS					
	1510012-1	CONTRACTOR FEES WOMENS YOGA	01/28/15	02/27/15	156.80	156.80
13926-1	NICOLETTI-FLATER ASSOCIATES PLLP					
	130151	FITNESS FOR DUTY	02/02/15	03/04/15	1,800.00	1,800.00
1201-1	NORTHERN COLORADO PAPER					
	328493945	BREAKROOM SUPPLIES LIB	01/27/15	02/26/15	92.76	92.76
6849-1	OVERHEAD DOOR COMPANY INC					
	1-35101907	GARAGE DOOR REPAIR CS	01/07/15	02/06/15	2,078.00	2,078.00
11477-1	P.R.O.S. INC					
	LO1502YB	YOUTH BASKETBALL REFEREES	02/02/15	03/04/15	702.00	702.00
14039-1	PAUL L KATSAMPES					
	020115	ORGANIZATION DEVELOPMENT PD	02/01/15	03/03/15	1,000.00	1,000.00
9105-1	POSTMASTER					
	021115	SPRING NEWSLETTER MAILING	02/11/15	03/13/15	2,107.68	2,107.68
700-1	PRAIRIE MOUNTAIN PUBLISHING LLP					
	443752	JAN 15 PUBLIC NOTICES	01/31/15	03/02/15	238.20	
	443752	JAN 15 PUBLIC NOTICES	01/31/15	03/02/15	122.70	360.90

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
14027-1	PROFORCE LAW ENFORCEMENT					
	226976	TASERS & RELATED EQUIPMENT	01/22/15	02/21/15	44,440.04	44,440.04
14041-1	RAMEY ENVIRONMENTAL COMPLIANCE INC					
	10272	PUMP BRACKET WWTP	01/20/15	02/19/15	261.42	261.42
13893-1	REBECCA TSUI					
	2015-01	CONTRACTOR FEES TAI CHI	01/31/15	03/02/15	520.10	520.10
6500-1	RECORDED BOOKS LLC					
	75070641	ADULT BOOKS AND MEDIA	01/26/15	02/25/15	354.40	354.40
13935-1	ROCKY MOUNTAIN MUSIC INC					
	401	YOUTH ENTERTAINMENT EVENT	01/22/15	02/21/15	500.00	500.00
13447-1	ROCKY MOUNTAIN POWER GENERATION INC					
	5033982	GENERATOR MAINTENANCE CH	01/21/15	02/20/15	82.20	82.20
8020-1	ROCKY MOUNTAIN RECREATION INC					
	4052	SPORTS COMPLEX RECYCLE CANS	01/09/15	02/08/15	3,284.00	3,284.00
6453-1	SAFEHOUSE PROGRESSIVE ALLIANCE FOR NONVIOLENCE					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	1,500.00	1,500.00
13752-1	SAINT BENEDICT HEALTH & HEALING MINISTRY					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	400.00	400.00
4230-1	SEACREST GROUP					
	315016.B	BIOMONITORING WWTP	01/26/15	02/25/15	1,650.00	1,650.00
12234-1	SISTER CARMEN COMMUNITY CENTER					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	2,700.00	2,700.00
13673-1	STERLING INFOSYSTEMS INC					
	405711	BACKGROUND CHECKS	01/31/15	03/02/15	1,511.28	1,511.28
4100-1	TERMINIX					
	2015-6554452	ANNUAL PEST CONTROL LIB	02/05/15	03/07/15	1,105.80	1,105.80
391-1	THE DENVER POST					
	020115	HPC LANDMARK PUBLIC NOTICE	02/01/15	03/03/15	456.40	456.40
11466-1	THE RUNNING GROUP LLC					
	020915	CONTRACTOR FEES LOCO FIT	02/09/15	03/11/15	2,736.00	2,736.00
1111-1	TISCHLERBISE INC					
	201520000028	FISCAL MODEL UPDATE	02/02/15	03/04/15	5,440.00	5,440.00
8504-1	TRU COMMUNITY CARE					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	1,500.00	1,500.00
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	IN42456	LASERJET PAPER	01/23/15	02/22/15	60.31	60.31
6509-1	USA BLUEBOOK					
	532918	DIGESTER DECANT PUMP WWTP	01/05/15	02/04/15	2,488.66	2,488.66
13864-1	VISION INTERNET PROVIDERS INC					
	29401	2015 WEBSITE HOSTING FEE	01/30/15	03/01/15	7,800.00	7,800.00

Batch: 89423 Period: 02/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
6454-1	VOICES FOR CHILDREN CASA					
	020915	2015 NON-PROFIT GRANT AWARD	02/09/15	03/11/15	500.00	500.00
8035-1	VSR CORPORATION					
	6744	SEWER LINE VIDEO INSPECTION	01/30/15	03/01/15	855.50	855.50
11094-1	WESTERN DISPOSAL SERVICES					
	020115CITY	JAN 15 CITY TRASH SERVICE	02/01/15	03/03/15	1,547.00	
	020115CITY	JAN 15 CITY TRASH SERVICE	02/01/15	03/03/15	397.00	
	020115CITY	JAN 15 CITY TRASH SERVICE	02/01/15	03/03/15	155.00	
	020115CITY	JAN 15 CITY TRASH SERVICE	02/01/15	03/03/15	180.50	
	020115CITY	JAN 15 CITY TRASH SERVICE	02/01/15	03/03/15	101.00	2,380.50
10884-1	WORD OF MOUTH CATERING INC					
	2015-03	SR MEAL PROGRAM 1/26-2/6/15	02/06/15	03/08/15	2,116.75	2,116.75
14037-1	WRITER SQUARE INVESTORS LLC					
	555-P-005	TABLES/TRASH RECEPTACLES CSF	01/22/15	02/21/15	2,350.00	
	555-P-005	TABLES/TRASH RECEPTACLES CSF	01/22/15	02/21/15	2,350.00	
	555-P-005	TABLES/TRASH RECEPTACLES CSF	01/22/15	02/21/15	2,350.00	
	555-P-005	TABLES/TRASH RECEPTACLES CSF	01/22/15	02/21/15	2,350.00	9,400.00
11324-1	XCEL ENERGY					
	443988646	JAN 15 SPRINKLERS	02/02/15	03/04/15	119.94	119.94
11081-1	XEROX FINANCIAL SERVICES LLC					
	267887	FEB 15 COPIER LEASE	02/04/15	03/06/15	990.00	990.00
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	BANK TOTAL PAYMENTS				311,314.52	311,314.52
					---	---
	GRAND TOTAL PAYMENTS				311,314.52	311,314.52

CITY OF LOUISVILLE
PURCHASING CARD SUMMARY
STATEMENT PERIOD 12/23/14 - 01/22/15

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
1000BULBS.COM	800-624-4488	PHIL LIND	FACILITIES	12/18/2014	56.73
1COLORCOPIE	5618077132	MONICA GARLAND	BUILDING SAFETY	01/14/2015	318.00
ABO S PIZZA LOUISVILLE	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/29/2014	55.28
ACTION COMMUNICATIONS	TUSON	DAVID D HAYES	POLICE	01/06/2015	309.45
ACTION COMMUNICATIONS	TUSON	DIANE M KREAGER	FINANCE	12/22/2014	1,091.10
AGG IND DHLIA ASPH 891	COMMERCE CITY	VICKIE ILKO	OPERATIONS	01/20/2015	101.09
AGG/ASP DISPTCH COLE O	GOLDEN	JEFF LEBECK	OPERATIONS	01/09/2015	651.84
AIRGAS CENTRAL	09185820885	JAMES VAUGHAN	REC CENTER	01/07/2015	104.41
AIS IND AND CONST SUPP	DENVER	DAVE NICHOLS	OPERATIONS	12/22/2014	406.76
ALARMSYSTEMSTORE	8888110727	CLIFFORD SWETT	IT	01/21/2015	23.90
ALBERTSONS #00812	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	01/21/2015	8.58
ALBERTSONS #00812	LOUISVILLE	JESSE DEGRAW	REC CENTER	01/17/2015	6.99
ALBERTSONS #00812	LOUISVILLE	LINDA PARKER	REC CENTER	01/15/2015	16.73
ALBERTSONS #00812	LOUISVILLE	POLLY A BOYD	PARKS	01/14/2015	26.99
ALBERTSONS #00812	LOUISVILLE	DIANE EVANS	REC CENTER	12/29/2014	12.27
ALBERTSONS #00812	LOUISVILLE	JOSH MOORE	WATER	12/26/2014	37.15
ALLCURRENTELECTRIC.NET	LAFAYETTE	ROBERT DUPORT	WATER	12/30/2014	65.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/21/2015	12.46
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/19/2015	32.30
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/19/2015	237.61
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/19/2015	10.13
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/18/2015	25.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/17/2015	59.33
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/17/2015	81.29
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/17/2015	5.30
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/15/2015	11.30
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/10/2015	41.80
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	01/06/2015	109.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/02/2015	-20.75
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MEREDYTH MUTH	CITY MANAGER	12/29/2014	346.09
AMAZON.COM	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	01/16/2015	35.06
AMERICAN FLOOR MATS	800-7629010	DAVID SZABADOS	FACILITIES	01/12/2015	177.40
AMERICAN WATERWORKS	08009267337	ROBIN BROOKHART	HUMAN RESOURCES	01/13/2015	249.00
AMERICAN WATERWORKS	08009267337	RUSSELL ELLIOTT	WATER	12/23/2014	78.00
AOG-USAFA	08889555455	DAVE HINZ	POLICE	01/05/2015	40.00
APPLIED IND TECH 0740	LONGMONT	GLEN SIEDENBURG	WATER	01/15/2015	18.54
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	01/18/2015	116.16
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	01/13/2015	189.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	01/13/2015	81.00
ARC*SERVICES/TRAINING	800-733-2767	KATIE MEYER	REC CENTER	01/04/2015	35.00
ARC*SERVICES/TRAINING	800-733-2767	JAMES VAUGHAN	REC CENTER	12/28/2014	27.00
ARC*SERVICES/TRAINING	800-733-2767	JAMES VAUGHAN	REC CENTER	12/28/2014	392.00
ARC*SERVICES/TRAINING	800-733-2767	JAMES VAUGHAN	REC CENTER	12/28/2014	105.00
ARROWHEAD AWARDS	LONGMONT	DAWN BURGESS	CITY MANAGER	01/12/2015	10.00
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	01/21/2015	30.00
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	01/09/2015	30.00
AT&T DATA	08003310500	KURT KOWAR	PUBLIC WORKS	12/22/2014	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	01/06/2015	37.20
ATOMIC CAR WASH	LOUISVILLE	BRADLEY AUSTIN	PARKS	01/16/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	KERRY KRAMER	PARKS	01/16/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	DAVID ALDERS	PARKS	01/15/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	KERRY KRAMER	PARKS	01/15/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	MATT LOOMIS	PARKS	01/14/2015	8.00
ATOMIC CAR WASH	LOUISVILLE	DENNIS COYNE	PARKS	01/14/2015	14.00
ATOMIC CAR WASH	LOUISVILLE	MATT LOOMIS	PARKS	01/05/2015	10.00
ATOMIC CAR WASH	LOUISVILLE	MATT LOOMIS	PARKS	12/23/2014	8.00
ATSSA	540-3681701	JEFF LEBECK	OPERATIONS	01/12/2015	165.00
AUTO TRUCK GROUP	303-3658828	ANGELA NORENE	OPERATIONS	01/14/2015	113.12
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/22/2015	35.92
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/19/2015	74.26
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/19/2015	116.19
AMAZON.COM	AMZN.COM/BILL	CRAIG DUFFIN	PUBLIC WORKS	01/18/2015	140.79
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/17/2015	220.13
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/13/2015	19.25
AMAZON.COM	AMZN.COM/BILL	KERRY HOLLE	PUBLIC WORKS	01/06/2015	105.95
AMAZON.COM	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	12/23/2014	153.04
ARVADA ARMY NAVY SURPL	ARVADA	HUGO ROMERO	OPERATIONS	01/12/2015	150.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	12/28/2014	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	12/28/2014	2.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	12/28/2014	2.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	12/28/2014	2.99
BCI*BIRCHCOMMUNICATION	888-275-0777	DIANE M KREAGER	FINANCE	01/07/2015	932.20
BEST BUY MHT 00001867	BROOMFIELD	MATTHEW BUSH	IT	01/21/2015	34.99
BOULDER CHAMBER ECOMME	303-4421044	AARON DEJONG	CITY MANAGER	01/02/2015	55.00
CACEO 00 OF 00	719-4913329	LAURA LOBATO	POLICE	12/30/2014	45.00
CANDLELIGHT DINNER PLA	JOHNSTOWN	KATIE BEASLEY	REC CENTER	01/20/2015	761.25
CANTEEN 74052176	DENVER	POLLY A BOYD	PARKS	01/16/2015	61.03
CARRABBAS 0608	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/03/2015	61.58
CENTENNIAL PRINTING	LOUISVILLE	POLLY A BOYD	PARKS	01/12/2015	148.00
CENTENNIAL PRINTING	LOUISVILLE	CHRISTI GORDANIER	POLICE	01/08/2015	143.87

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	01/20/2015	3,637.77
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	01/20/2015	86.57
CINTAS 60A SAP	800-2468271	ANGELA NORENE	OPERATIONS	01/21/2015	61.05
CINTAS 60A SAP	800-2468271	ANGELA NORENE	OPERATIONS	01/21/2015	88.75
CITRON WORK SPACES	LOUISVILLE	CHRIS LICHTY	PARKS	12/31/2014	200.00
CITRON WORK SPACES	LOUISVILLE	DAVID SZABADOS	FACILITIES	12/29/2014	352.00
CITRON WORKSPACES	LOUISVILLE	JENNI DUNCAN	POLICE	01/13/2015	200.00
COLORADO ASSOC00 OF 00	303-4636400	KRISTEN BODINE	LIBRARY	01/02/2015	40.00
COLORADO ASSOC00 OF 00	303-4636400	KRISTEN BODINE	LIBRARY	01/02/2015	40.00
COLORADO ASSOCIATION O	303-7509764	DAVE HINZ	POLICE	12/24/2014	332.04
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/05/2015	225.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/05/2015	225.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/05/2015	225.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	01/05/2015	225.00
COLORADO CONVENTION	DENVER	ERIK SWIATEK	PARKS	01/16/2015	12.00
COLORADO CONVENTION	DENVER	ERIK SWIATEK	PARKS	01/15/2015	12.00
COLORADO CONVENTION	DENVER	BRIAN SINNER	PARKS	01/14/2015	12.00
COLORADO CONVENTION	DENVER	KERRY KRAMER	PARKS	01/14/2015	12.00
COLORADO PARKS AND REC	303-2310943	KATIE MEYER	REC CENTER	01/14/2015	1,000.00
COLORADO PRESERVATION	303-893-4260	DAWN BURGESS	CITY MANAGER	01/05/2015	190.00
COLORADO PRESERVATION	303-893-4260	DAWN BURGESS	CITY MANAGER	01/05/2015	190.00
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	01/22/2015	246.54
COMCAST CABLE COMM	800-COMCAST	POLLY A BOYD	PARKS	12/23/2014	246.54
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	01/13/2015	103.95
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	01/13/2015	110.73
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	01/13/2015	171.07
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	01/08/2015	5.98
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	01/08/2015	5.98
CONSUMER REPORT BOOKS	800-500-9760	JILL SIEWERT	LIBRARY	01/16/2015	14.49
COZY CORNER TOWING	LAFAYETTE	JENNI DUNCAN	POLICE	12/23/2014	100.00
CROWN TROPHY OF BOULDE	303-443-3151	DAWN BURGESS	CITY MANAGER	01/15/2015	36.20
DAILY CAMERA SUBSCRIPT	303-4443444	DAWN BURGESS	CITY MANAGER	01/10/2015	11.14
DAVIS INSTRUMENTS CORP	08006783669	DAVID ALDERS	PARKS	12/22/2014	43.00
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	01/15/2015	106.57
DBC IRRIGATION SUPPLY	BROOMFIELD	DAVID ALDERS	PARKS	01/06/2015	138.82
DBC IRRIGATION SUPPLY	BROOMFIELD	BRADLEY AUSTIN	PARKS	01/05/2015	990.88
DENVER BUSINESS JOURNA	303-837-3500	AARON DEJONG	CITY MANAGER	01/14/2015	181.00
DEPT OF PUBLIC SFTY ED	03032395744	CAROL HANSON	CITY CLERK	12/31/2014	38.50
DICK'S CLOTHING&SPORTI	BROOMFIELD	JESSE DEGRAW	REC CENTER	01/14/2015	124.95
DICK'S CLOTHING&SPORTI	BROOMFIELD	ROBERT DUPORT	WATER	12/29/2014	127.49
DICK'S CLOTHING&SPORTI	BROOMFIELD	PATRICK FARRELL	WATER	12/29/2014	300.00
DNH*GODADDY.COM	480-5058855	CHRISTOPHER NEVES	IT	01/21/2015	90.85

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
DNH*GODADDY.COM	480-5058855	CHRISTOPHER NEVES	IT	01/16/2015	54.95
DNH*GODADDY.COM	480-5058855	CHRISTOPHER NEVES	IT	01/16/2015	54.95
DORA LICENSING	DENVER	ALLAN GILL	PARKS	12/22/2014	280.00
DPAC GARAGE-3036079093	DENVER	BRADLEY AUSTIN	PARKS	01/14/2015	8.00
DX SERVICE	281-457-4825	ROBERT DUPORT	WATER	01/08/2015	846.00
EARL'S SAW SHOP	BOULDER	DAVE NICHOLS	OPERATIONS	12/22/2014	85.75
ECO-CYCLE	BOULDER	MARK TIRONE	WASTEWATER	01/15/2015	22.50
EJ USA DENVER	DENVER	DAVE NICHOLS	OPERATIONS	01/05/2015	210.12
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/16/2015	52.33
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/16/2015	10.90
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/13/2015	70.65
FASTENAL COMPANY01	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/05/2015	4.65
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	12/23/2014	18.67
FEDEX OFFICE 00007427	LOUISVILLE	JENNI DUNCAN	POLICE	01/15/2015	59.36
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	01/12/2015	603.50
FREDPRYOR CAREERTRACK	800-5563012	MONICA GARLAND	BUILDING SAFETY	12/22/2014	298.00
FRONTIER	TULSA	DAWN BURGESS	CITY MANAGER	01/07/2015	244.20
FRONTIER	TULSA	DAWN BURGESS	CITY MANAGER	01/07/2015	6.00
FRONTIER	TULSA	DAWN BURGESS	CITY MANAGER	12/31/2014	324.20
FRONTIER	TULSA	DAWN BURGESS	CITY MANAGER	12/31/2014	6.00
GCSAA EIFG 8004727878	08004727878	DAVID DEAN	PARKS	12/23/2014	490.00
GENERAL AIR SERVICE WA	BOULDER	DAVE NICHOLS	OPERATIONS	01/08/2015	80.56
GOPHER SPORT	08776997927	KAYLA FEENEY	REC CENTER	12/27/2014	205.45
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	01/12/2015	380.00
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	01/05/2015	246.80
GREEN CO2 SYSTEMS	FORT COLLINS	PAUL BORTH	REC CENTER	01/19/2015	892.60
HERTZ	HERTZ PPAY	DAVID DEAN	PARKS	12/28/2014	121.50
HITECH APPLIANCE, INC	LOUISVILLE	MIKE THOMPSON	FACILITIES	12/31/2014	35.00
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	01/19/2015	96.06
HOBBY LOBBY #21	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/14/2015	10.96
HOBBY LOBBY #21	LOUISVILLE	JENNI DUNCAN	POLICE	01/09/2015	5.97
HOBBY LOBBY #21	LOUISVILLE	LARISSA COX	REC CENTER	12/29/2014	16.54
HOBBY LOBBY #21	LOUISVILLE	JENNI DUNCAN	POLICE	12/27/2014	17.92
ID EDGE INC	303-665-0405	KAYLA FEENEY	REC CENTER	01/05/2015	492.20
ID EDGE INC	303-665-0405	POLLY A BOYD	PARKS	01/05/2015	143.75
IN *BMI SURPLUS INC	781-8718868	CLIFFORD SWETT	IT	01/05/2015	351.53
IN *TADDIKEN TREE AND	303-5547035	CHRIS LICHTY	PARKS	01/13/2015	85.00
INSTANT IMPRINTS	LOUISVILLE	DIANE M KREAGER	FINANCE	01/14/2015	2,279.69
INSTANT IMPRINTS	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/14/2015	125.00
INSTANT IMPRINTS	LOUISVILLE	RON CHOATE	OPERATIONS	01/14/2015	119.00
INSTANT IMPRINTS	LOUISVILLE	JUSTIN ELKINS	WASTEWATER	01/07/2015	14.00
INSTANT IMPRINTS	LOUISVILLE	KATHY MARTIN	REC CENTER	12/31/2014	1,140.73

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
INSTANT IMPRINTS	LOUISVILLE	KATHY MARTIN	REC CENTER	12/30/2014	1,229.45
INSTANT IMPRINTS	LOUISVILLE	ROBERT DUPORT	WATER	12/29/2014	28.00
INT'L CODE COUNCIL INC	888-422-7233	MONICA GARLAND	BUILDING SAFETY	01/06/2015	122.00
INTERMOUNTAIN SAFETY S	GOLDEN	KATHLEEN D LORENZO	PARKS	01/13/2015	94.85
INTERMOUNTAIN SAFETY S	GOLDEN	ROBERT DUPORT	WATER	01/08/2015	186.90
INTERNATIONAL INSTITUT	909-9444162	NANCY VARRA	CITY CLERK	01/13/2015	575.00
JAX OUTDOOR GEAR	LAFAYETTE	MARK TIRONE	WASTEWATER	01/08/2015	159.99
JAX OUTDOOR GEAR	LAFAYETTE	ANTHONY M BRUNNING	WASTEWATER	12/30/2014	199.96
JAX RANCH & HOME	LAFAYETTE	GLEN SIEDENBURG	WATER	01/21/2015	394.98
JAX RANCH & HOME	LAFAYETTE	ANTHONY M BRUNNING	WASTEWATER	01/20/2015	56.47
JAX RANCH & HOME	LAFAYETTE	GLEN SIEDENBURG	WATER	01/17/2015	59.99
JAX RANCH & HOME	LAFAYETTE	TANNER THORSON	WASTEWATER	01/05/2015	150.00
JAX RANCH & HOME	LAFAYETTE	JUSTIN ELKINS	WASTEWATER	01/05/2015	165.98
JAX RANCH & HOME	LAFAYETTE	JUSTIN ELKINS	WASTEWATER	01/05/2015	137.97
JAX RANCH & HOME	LAFAYETTE	MARK TIRONE	WASTEWATER	12/31/2014	118.95
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/20/2015	111.88
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/19/2015	42.21
KING SOOPERS #0013	LOUISVILLE	EMILY SNYDER	REC CENTER	01/16/2015	271.10
KING SOOPERS #0013	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	01/10/2015	35.74
KING SOOPERS #0013	LOUISVILLE	JENNI DUNCAN	POLICE	01/09/2015	187.79
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/08/2015	321.19
KING SOOPERS #0013	LOUISVILLE	DIANE EVANS	REC CENTER	01/06/2015	26.05
KING SOOPERS #0013	LOUISVILLE	JENNI DUNCAN	POLICE	12/29/2014	101.74
KING SOOPERS #0013	LOUISVILLE	JENNI DUNCAN	POLICE	12/28/2014	48.00
KING SOOPERS #0013	LOUISVILLE	LOGAN HAYMORE	POLICE	12/23/2014	100.00
KINSCO	LONGMONT	JANET AGUIRRE	POLICE	12/23/2014	304.00
KOHL'S #0343	LOUISVILLE	PHIL LIND	FACILITIES	01/14/2015	-68.99
KOHL'S #0343	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/14/2015	-170.00
KOHL'S #0343	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/12/2015	170.00
KOHL'S #0343	LOUISVILLE	PHIL LIND	FACILITIES	01/12/2015	68.99
LAW ENFORCEMENT TARGET	LINDA@LETARGE	DIANE M KREAGER	FINANCE	01/08/2015	1,072.60
LE PEEP MCCASLIN BLVD	LOUISVILLE	HUGO ROMERO	OPERATIONS	01/09/2015	11.68
LE PEEP MCCASLIN BLVD	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/09/2015	41.03
LE PEEP MCCASLIN BLVD	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	12/30/2014	29.65
LE PEEP MCCASLIN BLVD	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	12/26/2014	14.28
LEWAN & ASSOCIATES INC	303-759-5440	JENNI DUNCAN	POLICE	01/14/2015	71.75
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	01/09/2015	7,129.77
LEXISNEXIS RISK MGT	08883328244	CHRISTI GORDANIER	POLICE	01/05/2015	71.70
LOUISVILLE CAR WASH	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/16/2015	5.00
LOUISVILLE CAR WASH	LOUISVILLE	LAURA LOBATO	POLICE	01/08/2015	6.00
LOUISVILLE CHAMBER OF	LOUISVILLE	DAWN BURGESS	CITY MANAGER	01/15/2015	590.00
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/21/2015	69.96

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	DONALD PEARCE	WATER	01/21/2015	8.50
LOWES #00220*	LOUISVILLE	KATHLEEN D LORENZO	PARKS	01/20/2015	18.96
LOWES #00220*	LOUISVILLE	MIKE MILLER	POLICE	01/20/2015	75.89
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/20/2015	43.39
LOWES #00220*	LOUISVILLE	RUSSELL ELLIOTT	WATER	01/19/2015	59.96
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/16/2015	148.62
LOWES #00220*	LOUISVILLE	DAVID SZABADOS	FACILITIES	01/16/2015	224.73
LOWES #00220*	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/15/2015	7.96
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/15/2015	173.85
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/15/2015	17.69
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	01/14/2015	36.92
LOWES #00220*	LOUISVILLE	HUGO ROMERO	OPERATIONS	01/14/2015	14.58
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/14/2015	5.98
LOWES #00220*	LOUISVILLE	RUSSELL ELLIOTT	WATER	01/14/2015	7.82
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/13/2015	40.92
LOWES #00220*	LOUISVILLE	CRAIG DUFFIN	PUBLIC WORKS	01/12/2015	89.77
LOWES #00220*	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/12/2015	6.97
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/08/2015	117.75
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	01/07/2015	9.24
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/07/2015	106.44
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/06/2015	3.20
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	01/06/2015	30.57
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/06/2015	19.71
LOWES #00220*	LOUISVILLE	JAMES VAUGHAN	REC CENTER	01/06/2015	3.96
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	01/06/2015	31.91
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	01/06/2015	21.89
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	01/06/2015	81.92
LOWES #00220*	LOUISVILLE	SEAN MCCARTNEY	PLANNING	01/05/2015	49.37
LOWES #00220*	LOUISVILLE	DAVE HINZ	POLICE	01/05/2015	497.40
LOWES #00220*	LOUISVILLE	BRIAN SINNER	PARKS	01/05/2015	9.97
LOWES #00220*	LOUISVILLE	ROBERT CARRA	WATER	01/04/2015	63.92
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/02/2015	89.99
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	01/01/2015	37.88
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/31/2014	99.95
LOWES #00220*	LOUISVILLE	LAURA LOBATO	POLICE	12/31/2014	25.72
LOWES #00220*	LOUISVILLE	LOGAN HAYMORE	POLICE	12/30/2014	5.84
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	12/30/2014	19.07
LOWES #00220*	LOUISVILLE	DAVE HINZ	POLICE	12/27/2014	1.97
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	12/26/2014	10.98
LOWES #00220*	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/23/2014	43.92
LOWES #00220*	LOUISVILLE	STEVE HITE	OPERATIONS	12/23/2014	272.90
LUCKY PIE PIZZA	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	01/10/2015	33.29

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
MARVS QUALITY TOWING	303-442-1858	JEFF LEBECK	OPERATIONS	01/06/2015	140.00
MCCANDLESS TRUCK CENTE	AURORA	RON CHOATE	OPERATIONS	01/02/2015	387.11
MCCANDLESS TRUCK CENTE	AURORA	RON CHOATE	OPERATIONS	01/02/2015	104.28
MESSAGE MEDIA	MELBOURNE	DIANE M KREAGER	FINANCE	01/08/2015	1,335.48
METROINSTITUTE CPPA	6024522900	KERRY KRAMER	PARKS	01/20/2015	63.00
METROINSTITUTE CPPA	6024522900	CATHERINE JEPSON	PARKS	01/06/2015	63.00
MORRELL GRAPHIC COMMUN	LAFAYETTE	POLLY A BOYD	PARKS	01/08/2015	125.00
MURDOCHS RANCH & HOME	WESTMINSTER	HUGO ROMERO	OPERATIONS	01/11/2015	-3.00
MURDOCHS RANCH & HOME	WESTMINSTER	HUGO ROMERO	OPERATIONS	01/09/2015	113.97
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	01/16/2015	1,066.62
NETWORKTHERMOSTAT	2142701980	DAVID SZABADOS	FACILITIES	12/22/2014	939.60
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	01/20/2015	10.73
O.C.P.O. /C.E.C.T.I.	303-3948994	PATRICK FARRELL	WATER	01/15/2015	135.00
O.C.P.O. /C.E.C.T.I.	303-3948994	ROBERT DUPORT	WATER	01/13/2015	90.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JEFF LEBECK	OPERATIONS	01/08/2015	90.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JEFF LEBECK	OPERATIONS	01/08/2015	50.00
OFFICE MAX	SUPERIOR	KATIE BEASLEY	REC CENTER	01/21/2015	9.99
OFFICE MAX	SUPERIOR	JENNI DUNCAN	POLICE	01/20/2015	181.28
OFFICE MAX	SUPERIOR	DAVID ALDERS	PARKS	01/20/2015	24.67
OFFICE MAX	SUPERIOR	JENNI DUNCAN	POLICE	01/20/2015	89.16
OFFICE MAX	SUPERIOR	CATHERINE JEPSON	PARKS	01/08/2015	115.96
OFFICEMAX CT*IN#871794	877-969-6629	MONICA GARLAND	BUILDING SAFETY	12/31/2014	112.86
OFFICEMAX CT*IN#995165	877-969-6629	MONICA GARLAND	BUILDING SAFETY	01/12/2015	108.33
ORIENTAL TRADING CO	800-228-0475	LARISSA COX	REC CENTER	01/20/2015	17.60
ORIENTAL TRADING CO	800-228-0475	AMANDA PERERA	REC CENTER	01/19/2015	127.45
ORIENTAL TRADING CO	800-228-0475	ROBIN BROOKHART	HUMAN RESOURCES	01/15/2015	226.29
OWW*ORBITZ.COM	888-656-4546	DAVID DEAN	PARKS	12/27/2014	731.00
PARKER STORE LOUISVILL	303-762-6512	STEVE HITE	OPERATIONS	01/16/2015	151.39
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	01/02/2015	19.95
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	01/02/2015	142.15
PAYPAL *2 PINES	4029357733	KATIE MEYER	REC CENTER	12/31/2014	437.82
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	01/20/2015	95.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	01/20/2015	75.00
PAYPAL *CCCMA	4029357733	DAWN BURGESS	CITY MANAGER	12/26/2014	500.00
PAYPAL *COLOWYOMUS	4029357733	BRIDGET BACON	LIBRARY	01/16/2015	40.00
PAYPAL *INDIGOWATER	4029357733	ROBERT CARRA	WATER	12/29/2014	30.00
PERFORMANCE DISTRIBUTO	WHEATRIDGE	PAUL BORTH	REC CENTER	12/30/2014	135.16
PETSMART INC 1015	SUPERIOR	FRANCIS H TRICKEL	WATER	01/10/2015	14.58
PROGREEN EXPO REGISTRA	3037983664	KERRY KRAMER	PARKS	01/14/2015	300.00
PROGREEN EXPO REGISTRA	3037983664	BRADLEY AUSTIN	PARKS	01/14/2015	300.00
PROGREEN EXPO REGISTRA	3037983664	BRADLEY AUSTIN	PARKS	01/14/2015	300.00
QDOBA MEXICAN GRILLQPS	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	01/15/2015	260.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
QDOBA MEXICAN GRILLQPS	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	01/02/2015	-20.54
QUILL CORPORATION	08007898965	DAVID SZABADOS	FACILITIES	12/29/2014	5.99
QUILL CORPORATION	08007898965	DAVID SZABADOS	FACILITIES	12/29/2014	42.90
QUILL CORPORATION	08007898965	DAVID SZABADOS	FACILITIES	12/23/2014	5.59
ROSE STEEL & SUPPLY	LAFAYETTE	BOB BERNHARDT	PARKS	01/20/2015	484.38
RTD-POST GARAGE#298	DENVER	AARON DEJONG	CITY MANAGER	01/08/2015	4.00
S&S WORLDWIDE	800-9373482	LANA FAUVER	REC CENTER	01/20/2015	431.08
SAFE SYSTEMS, INC	03034441191	POLLY A BOYD	PARKS	01/02/2015	118.41
SHRED-IT DENVER	03032939170	JENNI DUNCAN	POLICE	12/23/2014	30.00
SIGNS NOW BOULDER INC	BOULDER	SEAN MCCARTNEY	PLANNING	01/16/2015	240.00
SIGNS NOW BOULDER INC	BOULDER	SEAN MCCARTNEY	PLANNING	01/16/2015	859.00
SIGNS NOW BOULDER INC	BOULDER	SEAN MCCARTNEY	PLANNING	01/05/2015	402.00
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	01/21/2015	177.08
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	01/19/2015	170.58
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	01/19/2015	141.68
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	01/15/2015	72.78
SOURCE OFFICE PRODUCTS	303-9648100	DIANE M KREAGER	FINANCE	01/13/2015	58.44
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	01/12/2015	86.91
SOURCE OFFICE PRODUCTS	303-9648100	DAWN BURGESS	CITY MANAGER	01/06/2015	41.86
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	12/23/2014	40.00
SOURCE OFFICE PRODUCTS	303-9648100	KERRY HOLLE	PUBLIC WORKS	12/23/2014	44.39
SOURCE OFFICE PRODUCTS	GOLDEN	ANGELA NORENE	OPERATIONS	12/12/2014	-3.46
SOUTHWEST AIRLINES	800-435-9792	NANCY VARRA	CITY CLERK	01/08/2015	419.20
SPORTS TURF MANAGERS A	800-3233875	BRIAN SINNER	PARKS	01/14/2015	635.00
SPORTS TURF MANAGERS A	800-3233875	ERIK SWIATEK	PARKS	01/14/2015	635.00
STAPLS7129418502000001	877-8267755	CAROL HANSON	CITY CLERK	01/06/2015	549.00
STAPLS7129791234000001	877-8267755	PATRICK FARRELL	WATER	01/09/2015	593.41
STAPLS7130053178000001	877-8267755	JENNI DUNCAN	POLICE	01/13/2015	406.81
STAPLS7130053178000002	877-8267755	JENNI DUNCAN	POLICE	01/13/2015	5.98
STAPLS7130053178000003	877-8267755	JENNI DUNCAN	POLICE	01/13/2015	18.39
STAPLS7130053178000004	877-8267755	JENNI DUNCAN	POLICE	01/13/2015	11.49
STAPLS7130207363000001	877-8267755	DIANE M KREAGER	FINANCE	01/15/2015	1,380.00
STARBUCKS #05587 LOUIS	LOUISVILLE	JENNI DUNCAN	POLICE	01/09/2015	29.90
STARBUCKS #05587 LOUIS	LOUISVILLE	JENNI DUNCAN	POLICE	12/28/2014	29.90
STERICYCLE	08667837422	POLLY A BOYD	PARKS	01/09/2015	264.11
TAO ASIAN	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/25/2014	54.15
THE BLUE PARROT	LOUISVILLE	MASON THOMPSON	OPERATIONS	12/27/2014	18.78
THE BLUE PARROT	LOUISVILLE	STEVE HITE	OPERATIONS	12/26/2014	43.48
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	01/20/2015	50.85
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	01/20/2015	4.66
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	01/20/2015	24.91
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/20/2015	179.94

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	01/20/2015	26.08
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/16/2015	35.22
THE HOME DEPOT 1506	LOUISVILLE	ANTHONY M BRUNNING	WASTEWATER	01/16/2015	99.84
THE HOME DEPOT 1506	LOUISVILLE	MIKE THOMPSON	FACILITIES	01/15/2015	28.99
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/14/2015	24.98
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/13/2015	41.44
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/13/2015	12.50
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/12/2015	93.92
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/09/2015	82.45
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/08/2015	27.80
THE HOME DEPOT 1506	LOUISVILLE	JOSH MOORE	WATER	01/08/2015	15.68
THE HOME DEPOT 1506	LOUISVILLE	JOSH MOORE	WATER	01/08/2015	20.71
THE HOME DEPOT 1506	LOUISVILLE	JOSH MOORE	WATER	01/07/2015	53.37
THE HOME DEPOT 1506	LOUISVILLE	BRIAN GARDUNO	OPERATIONS	01/07/2015	36.05
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/07/2015	5.98
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/06/2015	87.94
THE HOME DEPOT 1506	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	01/05/2015	92.85
THE HOME DEPOT 1506	LOUISVILLE	KERRY KRAMER	PARKS	01/05/2015	23.52
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	12/29/2014	59.94
THE HOME DEPOT 1506	LOUISVILLE	RUSSELL ELLIOTT	WATER	12/29/2014	59.97
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	PARKS	12/26/2014	16.63
THE HOME DEPOT 1506	LOUISVILLE	JEFF LEBECK	OPERATIONS	12/22/2014	31.71
THE PINES AT GENESEE I	07202340351	DIANE EVANS	REC CENTER	01/05/2015	-447.50
TOSHIBA BUSINESS SOLUT	CHANDLER	AMANDA PERERA	REC CENTER	12/23/2014	573.33
THE HUCKLEBERRY	LOUISVILLE	AARON DEJONG	CITY MANAGER	01/16/2015	27.00
THE HUCKLEBERRY	LOUISVILLE	HEATHER BALSER	CITY MANAGER	01/09/2015	37.25
ULINE *SHIP SUPPLIES	800-295-5510	DAVE HINZ	POLICE	01/22/2015	179.43
USA BLUE BOOK	08004939876	GLEN SIEDENBURG	WATER	01/20/2015	131.76
USA BLUE BOOK	08004939876	ROBERT DUPORT	WATER	01/14/2015	259.05
USA BLUE BOOK	08004939876	GLEN SIEDENBURG	WATER	01/12/2015	161.90
USA BLUE BOOK	08004939876	GLEN SIEDENBURG	WATER	01/09/2015	152.74
USA BLUE BOOK	08004939876	JOSH MOORE	WATER	01/09/2015	47.77
USA BLUE BOOK	08004939876	BRIAN GARDUNO	OPERATIONS	01/08/2015	147.79
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	01/07/2015	593.51
VWR INTERNATIONAL INC	08009325000	TANNER THORSON	WASTEWATER	01/09/2015	224.70
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	01/14/2015	1,142.08
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	01/08/2015	1,251.68
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	01/05/2015	20.00
WALGREENS #7006	LOUISVILLE	JAMES VAUGHAN	REC CENTER	01/10/2015	9.87
WALGREENS #7006	LOUISVILLE	JAMES VAUGHAN	REC CENTER	01/06/2015	49.90
WHISLER BEARING CO	303-3773444	MARK TIRONE	WASTEWATER	01/19/2015	156.28
WHISLER BEARING CO	DENVER	MARK TIRONE	WASTEWATER	01/13/2015	13.12

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
WHITESIDES BOOTS & CLO	BRIGHTON	KERRY KRAMER	PARKS	01/16/2015	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	KERRY KRAMER	PARKS	01/16/2015	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	BRIAN SINNER	PARKS	01/13/2015	129.99
WHITESIDES BOOTS & CLO	BRIGHTON	MATT LOOMIS	PARKS	01/13/2015	109.99
WHITESIDES BOOTS & CLO	BRIGHTON	BRADLEY AUSTIN	PARKS	01/13/2015	119.99
WHITESIDES BOOTS & CLO	BRIGHTON	VICKIE ILKO	OPERATIONS	01/09/2015	135.61
WHITESIDES BOOTS & CLO	BRIGHTON	MICHAEL CLEVELAND	OPERATIONS	01/09/2015	289.98
WHITESIDES BOOTS & CLO	BRIGHTON	JEFF LEBECK	OPERATIONS	01/09/2015	150.00
WHITESIDES BOOTS & CLO	BRIGHTON	JEFF LEBECK	OPERATIONS	01/09/2015	319.98
WHITESIDES BOOTS & CLO	BRIGHTON	MASON THOMPSON	OPERATIONS	01/08/2015	129.99
WHITESIDES BOOTS & CLO	BRIGHTON	RON CHOATE	OPERATIONS	01/08/2015	234.98
WHITESIDES BOOTS & CLO	BRIGHTON	ANTHONY M BRUNNING	WASTEWATER	01/06/2015	414.96
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/15/2015	133.56
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/15/2015	359.64
WW GRAINGER	877-2022594	PHIL LIND	FACILITIES	01/14/2015	400.68
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/13/2015	229.32
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/13/2015	227.04
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/13/2015	10.25
WW GRAINGER	877-2022594	DAVID SZABADOS	FACILITIES	01/13/2015	124.56
WW GRAINGER	877-2022594	JOSH MOORE	WATER	12/29/2014	40.05
WWW.NEWEGG.COM	800-390-1119	DAVE HINZ	POLICE	01/09/2015	26.99
X-TRADING INC	DENVER	EMILY SNYDER	REC CENTER	01/16/2015	240.20
CREDIT BALANCE ON ACCT		DIANE EVANS	REC CENTER	01/05/2015	409.18
CREDIT BALANCE APPLIED		MATT LOOMIS	PARKS	01/09/2015	-183.20
TOTAL					**$ 75,773.16**

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

February 3, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM

Call to Order – Mayor Muckle called the meeting to order at 7:03 p.m.

Roll Call was taken and the following members were present:

City Council:	***Mayor Robert Muckle, Mayor Pro Tem Hank Dalton*** ***City Council members: Jay Keany, Chris Leh,*** ***Susan Loo and Ashley Stolzmann***
Absent:	***Council member Jeff Lipton***
Staff Present:	***Malcolm Fleming, City Manager*** ***Heather Balser, Deputy City Manager*** ***Kevin Watson, Finance Director*** ***Joe Stevens, Parks and Recreation Director*** ***Aaron DeJong, Economic Development Director*** ***Troy Russ, Planning & Building Safety Director*** ***Lauren Trice, Planner I*** ***Nancy Varra, City Clerk***
Others Present:	***Sam Light, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of agenda.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Council member Loo. All were in favor. Absent: Council member Lipton.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Julie Stone, 759 Orchard Court, Louisville, CO, Chairperson for the Senior Advisory

Board promoted the 15th Annual Heat Relief Dinner and Silent Auction, which benefits Louisville Seniors. It will be held on Thursday, February 19th at the Louisville Recreation Center, from 5:00 to 7:30 p.m. They will hang banners from the City Hall balcony and at the Louisville Recreation Center to advertise the event. The Silent Auction begins at 10:00 a.m., and there will be 200 items to bid on. She thanked the City of Louisville for allowing the event to be advertised along with the water bill. The mailer also included an envelope for donations.

Alan Sobel, 1408 Kennedy, Louisville, CO addressed the last cable franchise update on December 16, which announced the City would not pursue a service center in Louisville. The Louisville cable service center closed in the summer of 2013 and residents were directed to use the Boulder Xfinity Cable Service store. The City based this decision on the following arguments: 1) Comcast service centers have changed from a small store to the large Xfinity type stores and 2) The cost of a local store would be passed on to Louisville subscribers and likely double their monthly bill. He asked if a local store would increase subscribers' bill, how much would the cable bill be reduced by the cost savings of not having a local store.

Kaylix McClure, 105 Cherrywood Lane, Louisville, CO and Addie Nakari, 120 Crest View Court, Louisville, CO stated they are 8th Graders at Monarch K-8 and members of the Louisville Youth Advisory Board. They addressed the need for an aquatic facility in Louisville and noted Memory Square Pool tends to be overcrowded in the summer. A new aquatic center could be used by swim teams, residents, accommodate disabilities and provide more job opportunities for the youth. They felt an aquatic center could be a modern facility, and that Louisville's history, such as mining, could be incorporated. It could also include boutique food vendors and outdoor sports and water exercise classes to involve the entire community. They requested the public email the City Council to show their support.

APPROVAL OF THE CONSENT AGENDA

MOTION: Mayor Muckle moved to approve the consent agenda seconded by Council member Loo. All were in favor**.** Absent: Council member Lipton.

- ***A. Approval of Bills***
- ***B. Approval of Minutes – January 20, 2015***
- ***C. Approve Resolution No. 4, Series 2015 – A Resolution Approving Agreements Between the City of Louisville and Dutko Worldwide, LLC DBA Grayling, and the City of Louisville and Boyagian Consulting , LLC to Furnishing Lobbyist Services to the US 36 Mayors and Commissioners Coalition***
- ***D. Resolution No. 5, Series 2015 – A Resolution Approving a Third Amendment to the Purchase and Sale Agreement Between Louisville Mill Site, LLC and the City of Louisville***

E. Approve Option to Extend Investment Management Services Contract with Chandler Asset Management

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle announced a joint meeting of the Louisville City Council and the Boulder Valley School District Board on Wednesday, February 4th, from 7:30 to 9:00 a.m., at the Louisville Middle School. Discussion will include several topics of joint interest such as shared facilities (Louisville schools); enrollment and distribution of children throughout local schools and what the new bond issue will provide for Louisville schools.

He also reported on the US 36 improvements, which will include two new express lanes, bus lanes in both directions from Table Mesa to Pecos, improving the general purpose lanes, significant improvements to bus shelters and ticket kiosks. Each station will be given $75,000 for public art. RTD is asking members of the communities along US 36 to review the artwork. Louisville has been asked to provide three people to comment and vote on the artwork to be displayed. An application to serve on this committee will be available on the City's Web page.

Council member Stolzmann stated her understanding that there would be one member from the Louisville Art Association, one from the Cultural Council, and one resident at large. Deputy City Manager Balser clarified the application process would allow an opportunity for all residents to apply. She noted the City is also coordinating with the Town of Superior and there is $75,000 allocated for each station. The RFP for the artwork is through RTD.

CITY MANAGER'S REPORT

No items to report.

REGULAR BUSINESS

1245 GRANT LANDMARK AND HISTORIC PRESERVATION GRANT

1. **RESOLUTION No. 6, SERIES 2015 – A RESOLUTION DESIGNATING THE D'AGOSTINO HOUSE LOCATED AT 1245 GRANT AVENUE A HISTORIC LANDMARK**

2. **RESOLUTION No. 7, SERIES 2015 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR WINDOW REPLACEMENT AND FOUNDATION REPAIR AT THE D'AGOSTINO HOUSE LOCATED AT 1245 GRANT AVENUE**

Mayor Muckle opened the public hearing and requested a staff presentation.

Planner I Trice stated her presentation would cover both Resolution Numbers 6 and 7. The request is to landmark the D'Agostino House located at 1245 Grant Avenue. The home was moved to the site around 1927 and was owned by the D'Agostino family until 1983. Louis D'Agostino was a miner and ran a poultry farm adjacent to the house with his wife Angelina.

The house has had several additions, but the overall form of the property has been maintained. The front door and southern window appear to be in the original location and size. The County Assessor's sketch appears to indicate the addition on the south side occurred in 1950. The siding is stucco, as it appears to have been in 1948. The roof material is non-original asphalt shingle. Overall, the form and some window openings have been maintained, giving it fairly strong integrity. The landmark request is for the porch and the first 24.3 feet of the structure. City Attorney Light has suggested the resolution reflect the most eastern portion of the structure, including the porch.

Staff recommendation: Staff recommended approval of Resolution No. 6, Series 2015, designating the D'Agostino House a historic landmark for the following reasons: 1) This portion of the existing structure retains the highest level of integrity and 2) The home was in the D'Agostino family for over sixty years.

Grant Request: To open and restore existing porch; replace existing windows; improve floor joists and repair foundation and replacement of composite siding and asbestos abatement. All project components were priorties in the Historic Structure Assessment. The rehabilitation work on the structure totals $43,010. Staff recommended the approval of Resolution No. 7, Series 2015, a Preservation and Restoration Grant request in the amount of $20,000.

APPLICANT PRESENTATION

Andy Johnson, DAJ Design, 922A Main Street, Louisville, CO presented the grant request. He reviewed portions of the existing home and the proposal for the design and remodel. He presented a slide of the original blueprint from the Boulder County Assessor's office. He noted the various additions to the home over the years including a basement. He presented the proposed footprint for the home, the floor plans, a second story addition and the final conceptual drawings for the home.

COUNCIL COMMENTS

Council member Loo stated her understanding that the Historic Preservation Commission had a split on the vote on the alternation certificate. Planner I Trice explained the HPC saw several designs on this project because of the second story addition. There were some concerns on how that would impact the historic structure.

The architect made some design modifications, which was accepted by the majority of the HPC.

APPLICANT PRESENATION

Cyndi Thomas, 1245 Grant Avenue, Louisville, CO discussed the history of the home, where the owner had a poultry business and sold eggs to the Blue Parrot Restaurant and a previous resident, who now works for the Waterloo Ice House. She expressed her appreciation for the grant process. Ramsey Thomas thanked the Council for considering their grant request.

Mayor Muckle requested public comment and hearing none closed the public hearing.

RESOLUTION No. 6, SERIES 2015

MOTION: Mayor Muckle moved to approve Resolution No. 6, Series 2015, seconded by Council member Loo.

City Attorney Light requested a change to Resolution No. 6, Series 2015 to reflect the eastern most 24.3 feet and front porch is to be landmarked. Mayor Muckle and Council member Loo accepted the amendment.

VOTE: All were in favor. Absent: Council member Lipton.

RESOLUTION No. 7, SERIES 2015

MOTION: Mayor Muckle member moved to approve Resolution No 7, Series 2015, seconded by Mayor Pro Tem Dalton.

Planner I Trice noted the porch was not included in the Resolution title, which is a component of the grant. City Attorney Light suggested Resolution No. 7, Series 2015 be amended to read: "A Resolution Approving a Preservation and Restoration Grant for Restoration, Window Replacement, Porch Restoration and Foundation Repair of the D'Agostino House Located at 1245 Grant Avenue". Mayor Muckle and Mayor Pro Tem Dalton accepted the amendment.

VOTE: Roll call vote was taken. The motion carried by a vote of 6-0. Absent: Council member Lipton.

REVIEW AND ENDORSEMENT OF VISION AND PURPOSE FOR PRESERVATION MASTER PLAN

Mayor Muckle requested a staff presentation.

Planner I Trice introduced the City's consultant for the Preservation Master Plan, Dr. Mary Therese Anstey, Principal, HistoryMatters LLC, who would provide the update.

Dr. Anstey explained the Preservation Master Plan kick-off meeting on December 3, 2014 was well attended. It began with a brief introduction about the purpose and the structure of the Preservation Master Plan. The presentation also included the importance of public participation in the planning process. The majority of the evening centered around four different activity stations. Everyone in attendance had an opportunity to hear the summaries and the findings of the stations. Fifteen junior preservationists gathered for activities and presented their findings to the entire group.

- Station #1 – "Most and Least Important Sites" - Placement of green or red dots
- Station #2 – "Chalkboards: The Future of Preservation in Louisville"
- Station #3 – What Works?"– Stickers (What; Needs Improvement or Other)

Dr. Anstey explained the ongoing plan is a collaborative approach between the public, staff, the Historic Preservation Commission, the City Council and the consultant. The staff is responsible for writing most of the narrative text for the plan, meeting with other Boards and Commissions; determining the plan's implementation priorities and distributing it to the public. The public is asked to respond to topics and questions posted on EnvisionLouisvilleCO.com; complete a customer satisfaction survey (for persons who have been through the designation and alteration process) and stakeholders interviews with individuals who have long-term history with preservation will be asked to share their experiences. The Historic Preservation Commission has appointed four subcommittees for each phase of the plan. The Vision subcommittee met on January 7th to develop the Vision and Purpose statement. The City Council is asked to endorse the Vision and Purpose statement. Staff has scheduled a City Council Study Session in April to discuss the goals and policy setting. The consultant is responsible for assessing the City resources, creating some draft goals and policies (based on input from staff, public and HPC) and weighing against best practices and reviewing the written text.

Preservation Master Plan Schedule:

- March 11, 2015 – Second Public Meeting
- April 14, 2015 – City Council Study Session
- April 2015 – Implementation Schedule
- May-June 2015 – Adoption

The City's Comprehensive Plan called for a Preservation Master Plan. The HPC subcommittee turned to the Comp Plan's Vision Statement for inspiration and guidance and chose concepts and language to draft the following Vision and Purpose Statement:

Vision and Purpose: The citizens of Louisville will retain connections to our past by fostering stewardship and preserving significant historic places. Preservation of these places reflects the authenticity of Louisville - its small town character, history, and sense of place, all of which make our community a desirable place to call home and conduct

business. The purpose of the Plan is to guide Louisville's city-wide preservation program through the next 20 years.

PUBLIC COMMENTS

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO proposed the following edit to the purpose: The purpose of the Plan is to guide Louisville's "voluntary" city-wide preservation program through the next 20 years." He felt the word "voluntary" should be incorporated into the purpose statement to ensure historic preservation efforts remain voluntary and respectful of individual property rights.

COUNCIL COMMENTS

Council member Loo addressed the first sentence of the Vision Statement, which states "will retain". She preferred the words "should be encouraged". She felt the word "will" implies a mandatory purpose. She preferred a phrase which provides more latitude.

Mayor Muckle stated a vision statement does not require a Council action. The vision is to preserve the City's historic past. He felt the word "encouraging" is lecturing.

Council member Loo stated in her experience on Planning Commission there was an ongoing debate on the word "should" and "will". If it appeared in a vision statement, it was sometimes misinterpreted as you will do this. She preferred a non-mandatory word and suggested "should retain or can retain".

City Attorney Light stated the words of "shall, will or strive" in a master plan document will not be enforceable without subsequent ordinances. The language would not be enforceable against the City for a legal action because it is not specific enough. He did not feel the phrase would bring support to any legal action.

City Manager Fleming suggested striking the word "will" from the vision statement. It would be visionary and inspirational while not forcing the effort.

Council member Stolzmann stated there are four goals. The third goal, Prioritizing Projects includes the revolving loan, marketing to residents and businesses and helping the public to find landmarked properties. She did not feel this goal is included in the vision statement. She was not sure the properties will be prioritized with the limited funding.

Mayor Pro Tem Dalton had difficulties envisioning what will be in the Master Plan. He asked staff to outline the elements of the plan. Planner I Trice explained they are still working on the goals and policies, which will go into the plan. The subcommittee is thinking about ideas on what will be in the plan.

Mayor Pro Tem Dalton requested some evidence of the planning process. He suggested providing some sample plans to help Council understand the plan they will receive at the end of this process. Planner I Trice stated she had several examples of Preservation Master Plans, which she will present to the City Council.

Mayor Pro Tem Dalton felt sample plans would be very helpful. Mayor Muckle agreed and stated he was comfortable with the vision and purpose.

Council member Loo asked if there was Council support for Mr. Menaker's suggested addition of "voluntary" in the vision statement. There was Council support.

Council member Leh voiced his appreciation for staff and HPC efforts. He questioned the 20-year timeframe in the purpose. Planner I Trice stated the subcommittee felt a 20-year timeframe was a good goal to work with. She noted it can be reset for something else if deemed unreasonable. Dr. Anstey stated in her experience she has seen the 20-year plan timeframe because it is manageable. She felt any plan should have a step review process every 4 to 5 years.

Council member Leh asked if they have looked at the comp plans over the last 30 years. He was not comfortable with a 20-year span and preferred a shorter time period. He stated the document is not binding, but is inspirational. He did not want to dictate what preservation should be 20 years from now.

Planning and Building Safety Director Russ explained Comprehensive Plans and planning and transportation studies use the 20-year horizon because they are generational. It is based on a life cycle of the infrastructure and is a decision maker. It is a continual look at 20-years into the future, but updated every four years, according to the Louisville Municipal Code. The update is different from the actual planning horizon.

Council member Leh asked what would be lost if the purpose did not include the 20-year timeframe. Mayor Muckle felt some definition of time is useful and noted DRCOG's plans are 20-years out and it is their philosophy that a 20-year span is a view into the future, but not too far into the future.

Mayor Muckle suggested the word will in the vision statement be changed to "wish." Council member Stolzmann felt City Manager Fleming's suggested revision to take out "will" was very strong. Mayor Muckle agreed. He supported leaving in the 20-year timeframe and adding the word "voluntary". There was Council consensus.

Council member Loo noted there were only 25 people in attendance, and asked if the consultant and staff were comfortable calling 25 people the public, when the City has 19,000 residents. She asked if there was some way to expand the participation. Planner I Trice stated the participation was small in comparison with the small area plan meetings. She noted they are aware of the low participation, but have encouraged the public to use the EnvisionLouisville Web site and to pick-up a post card which provides information on how the public may participate.

Council member Keany asked how the postcard is being used. Planner I Trice explained the information on the post card will go out in the water bills' and there is also information at the Library, Recreation Center and City Hall. A table was set up at the Recreation Center two weeks ago and she distributed information on the plan and responded to questions. She will be at the Recreation Center again next week for two days. Flyers have been posted downtown and have been distributed to all the City's Boards and Commissions.

Council member Keany asked how many people participated in EnvisionLouisville and in the history questions. He felt the comments on EnvisionLouisville were more about open space and land preservation than historic preservation. Planner I Trice stated the City has not received many responses from EnvisionLouisville. Staff will decide whether this is the best way to receive public comment on the Historic Master Plan. It may require posting more precise questions.

Council member Keany asked if there is a sign-up for City emails for an update on the Historic Preservation Master Plan, South Boulder Road Small Area Plan and the McCaslin Small Area Plan. Planning and Building Safety Director Russ confirmed there is a signup process for updates via emails.

Council member Leh addressed the 0027 Web site and stated it was a great resource. He suggested using it to advertise the Historic Preservation Master Plan. Planner I Trice agreed using the 0027 Web page for posting would be helpful.

MOTION: Mayor Muckle moved to endorse the vision and purpose for the Preservation Master Plan, edited to eliminate the word "will" and add the word "voluntary", seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Lipton.

POLICY ON OPEN SPACE ANDPARKS FUNDING EXPENDITURES AND RESERVE

Mayor Muckle requested a staff presentation.

City Manager Fleming explained the proposed policy is intended to address the questions and concerns relative to the policy on Open Space and Parks Fund Expenditures and Reserve and whether all of the funds are dedicated for open space land dedication or a mix of land acquisition, maintenance and development. Louisville has a long history of taxpayer support for open space and parks funding. In 1993 the voters approved a .038% tax devoted to the acquisition of land in and around the City of Louisville for open space buffer zones, trails, wildlife habitats, wetlands preservation and future parks. In 2002 Louisville voters approved continuing the taxes for these same purposes as well as for the development, construction, operation and maintenance of such lands. In 2012 Louisville voters approved continuing the taxes again for these same comprehensive purposes.

The City staff and the Open Space Advisory Board are working to develop a policy to guide the use of the funds and address the concerns relative to preserving enough revenue to acquire open space land when they become available; ensure the funds are not prioritized for maintenance and parks over open space acquisition and to ensure there are adequate funds for these purposes, and in particular, to acquire open space candidate properties. In recognition of this history, the City Council's policy regarding these funds is as follows:

1. The City shall prioritize expenditures from the Open Space and Parks Fund to ensure there is sufficient funding to acquire properties on the City's Candidate Open Space ranking as they become available. Accordingly, the annual budget shall allocate funding as follows:

    a. Sufficient funding to pay for the City's share (joint partners) of the total projected cost to acquire property, if they come available, the current top three properties on the City's Candidate Open Space ranking.
    b. If there are Fund reserves remaining after satisfying priority (a) those reserves may also be budgeted for acquisition of parks and for development, construction, operation and maintenance of open space zones, trails, wildlife habitats, wetlands and parks.

2. To ensure there are adequate funds to acquire properties on the City's Candidate Open Space ranking.

3. In the event City purchases of a Candidate Open Space property would cause the year-end reserve balance in the Open Space and Parks Fund to be lower than the amount specified in section 2, the City Council shall evaluate options and commit to a course of action and timeframe to restore the reserve balance to the specified level.

4. Open Space and Parks Fund resources may be expended only for purposes clearly authorized by the most recently adopted ballot language and may not be expended to support the Recreation Center, Golf Course, Memory Square Pool or similar recreation facilities.

In calculating the proposed reserve, the top three Candidate Open Space properties include approximately 350 acres of land. Staff's preliminary estimate of the average per acre value of this land is $45,000 per acre, with some properties having a higher value and some having a lower value. Some of these properties are adjacent to Lafayette and the City expects to partner with both Boulder County and Lafayette to purchase those properties if they become available (Boulder County contributing 50%, and Lafayette and Louisville each contributing 25%). In other properties only adjacent to Boulder County each party would contribute 50% of the total if those properties become available.

Based on these assumptions, under the proposed policy the City should maintain a reserve of about $4.0 million in the Open Space and Parks Fund. This amount would change based on changes in land value over time and on acquisitions; once the City and its open space partners have acquired larger candidate properties, the total acreage and value of smaller parcels would likely be lower. The proposed reserve balance to maintain could also be lower. With the 2015 budget and current forecast, the reserve in the Open Space and Parks Fund will drop to about $2.8 million in 2015 and then gradually increase to about $3.8 million in 2019. Thus, under the current forecast the Open Space and Parks Fund reserve would be less than the policy goal until at least 2020.

Fiscal Impact: The proposed policy sets a specific dollar amount to maintain as reserves in the Open Space and Parks Fund, limits expenditures for specified purposes, and specifies in the event the year-end reserve balance in the Open Space and Parks Fund is lower than the target reserve, City Council shall evaluate options and commit to a course of action and time frame to restore the reserve balance to the specified level.

The Open Space and Parks Fund reserves would not satisfy the proposed policy until after 2019. One option to build a higher reserve in the Open Space and Parks Fund, while building the General Fund reserve, would be to transfer funds from the Capital Projects Funds to the Open Space and Parks Fund. Under this approach, it would be possible to eliminate the General Fund “build reserve” transfers to the Open Space and Parks Fund, and instead provide a “build reserve” transfer from the Capital Projects Fund to the Open Space and Parks Fund in 2016 through 2019 in order to reach a reserve balance of $4.0 million by 2019. This would involve the following transfers:

2016 = $300,000
2017 = $600,000
2018 = $600,000
2019 = $300,000

City Manager Fleming requested the City Council discuss and provide comments and direction on the draft policy. If Council is interested in the optional approach for building reserves, it can be implemented through the 2016 annual budget process. He noted the policy was unanimously supported by the Open Space Advisory Board.

COUNCIL QUESTIONS

Council member Leh inquired whether staff is requesting direction on the proposed policy, but not the proposed reserve. City Manager Fleming confirmed staff is seeking direction of the proposed policy.

Mayor Muckle asked City Manager Fleming to explain why the amount of money would be transferred out of the General Fund to get to $4 million is not the same amount of

money transferred out of the capital project funds to achieve the same goal.

City Manager Fleming explained if the same amount was transferred out on top of the amount the general fund must transfer to cover operational costs for open space and parks, it would draw the general fund down below the 15% minimum reserve policy.

Mayor Pro Tem Dalton asked if the policy would keep enough in reserves to fund the top three candidate properties. City Manager Fleming confirmed it was the intent.

Mayor Pro Tem Dalton inquired if the top candidate property is purchased, are there sufficient funds to acquire the remaining two. City Manager Fleming explained the next highest ranking parcel would be moved to the top three and the acquisition cost would be calculated to always keep that amount in reserve.

Mayor Pro Tem Dalton asked for the number of properties in the top tier. City Manager Fleming explained there are 20 to 30 properties. The Open Space Advisory Board has been asked to determine what properties they would like the City to acquire, and then take the other properties off the list.

Mayor Pro Tem Dalton was willing to support the policy if there was an end and the real number of properties actually met the standard definition for open space.

Mayor Muckle stated future Councils will have the opportunity to buy open space parcels. He agreed at some point there will not be any available property. Mayor Pro Tem Dalton felt this Council should add some clarity of their vision.

Council member Loo was not comfortable with what the City would be signing off on. She stated the policy would transfer $350,000 per year for open space and parks. She asked how many years this amount has been transferred. Finance Director Watson explained it began in 2014 when Parks were put into Open Space.

City Manager Fleming explained in 2008 a significant amount of parks maintenance expenditures were funded directly from the open space and parks fund in recognition of the constraints on the general fund and the relatively high and increasing reserve in the open space and parks fund. He noted the ballot language specifies the funds could be used for both land acquisition and maintenance, therefore more costs were shifted over to the open space and parks fund. The fund is going down because of the funding for the Washington Underpass and for the City Services Facility.

Finance Director Watson explained 2015 will be the first year the General Fund will support the Open Space and Parks Fund by transferring $570,000. This amount does not include the $300,000 amount to build the reserve, which begins in 2016. The City Manager is proposing the amount needed to build the account and meet those objectives, to be from the Capital Projects Fund transfers to the General Fund. There are two transfers; one from the Capital Projects and one from the General Fund.

COUNCIL COMMENTS

Council member Stolzmann presented slides she prepared to clarify her understanding of the Open Space and Parks funding sources. She explained when a tax is passed the public expects something new or special in return. She wanted to know what people were getting between 2002 and 2003 and what would the City Council put on top of that. The graphs illustrated how the funding mechanism changed over time. In 2008 the City began transferring money from the fund to the General Fund for operating expenses. The graph did not look at any capital expenses for parks or open space because they are in the Lottery Fund and the Capital Project Fund. She wanted to look at the cost centers or subprograms. In 2000 there was just Parks/Park Admin, until the tax evolved and Open Space/Open Space Admin was added. In 2008 a lot of parks operations were shifted into the open space function. This year the City Manager and the Directors tried to pull apart open space and parks from operations to show what is being spent. She wanted the policy to be as transparent as possible. She found all the transfers confusing and hard to follow where the money is being spent. She proposed returning the funding for the Parks pre-2003, to the General Fund and eliminating the need for a transfer into the open space fund. In her opinion the problem lies in the capital projects and suggested pushing some off a few years until the bridges and other projects are completed.

Council member Leh asked City Attorney Light if the policy, as outlined by the City Manager, was consistent with the tax measures passed by the voters. City Attorney Light confirmed it was and explained the major shift was in 2002 and the subsequent election in 2012, which changed the language to include maintenance. The original 1993 ballot question was for acquisition only.

Council member Leh addressed the policy and the open space candidate properties and asked who decides on these properties. City Manager Fleming explained the Open Space Advisory Board makes a recommendation of a list of properties based on multiple criteria and a point score system.

Parks and Recreation Director Stevens explained the Open Space Advisory Board revisits this list annually and develops the tier structure. The City Council approves the list, which is then submitted to Boulder County. He acknowledged open space acquisitions cannot go on indefinitely. From a staff perspective there are only six candidate properties warranting Council consideration for acquisition. The others would be good, but there is also restoration and preservation of open space prairie grass and wayfinding. At some point the City may want to look at transitioning from acquisition to an education program. The staff is working with the Open Space Advisory Board on a balance. He stated Boulder County may be interested in partnering with the City on open space acquisition. He noted it is not time sensitive; it is a matter of buying when the seller is willing to sell.

Council member Leh was concerned the policy is driven by the list of candidate properties and the City is inappropriately delegating this decision to the Open Space Advisory Board. City Manager Fleming explained the Open Space Advisory Board is an advisory board, who makes recommendations to the City Council. Ultimately it is the City Council decision. The City is reserving money through the budget process until the candidate properties become available. He stated there is a perception that too much money is being spent on parks and maintenance and not enough on acquisition.

Mayor Muckle stated the Council typically approves the Open Space Advisory Boards recommendations on the consent agenda. He explained every year Boulder County asks each municipality to provide a list of desired properties and that is what drives the list. Mayor Pro Tem Dalton stated no property can be purchased without City Council approval and noted this would be further discussed during the budget process.

Council member Leh stated his understanding that the policy is intended to provide guidance to staff on how to allocate funds for open space acquisitions, based on a prioritized list. He wanted to ensure the staff is empowered to allocate funds in the manner described in the policy, but wanted to be clear on what he was voting on.

Council member Stolzmann stated her understanding that this was a discussion item and a vote was not required. It was confirmed this was a discussion item.

Mayor Muckle stressed this is just one component of the budget process. He felt this is what the citizens expect and noted the City does have the funds for acquisition when those properties become available. He stated during the recession in 2008, the budget was reduced to reflect declining revenues and pursuant to the ballot language, funds were taken out of the Conservation Trust Fund to pay for operations. He supported the policy to build back the reserves in the Open Space and Parks Fund and the transfers from the General and the Capital Projects Funds.

Council member Stolzmann stated there is so little public trust in America today, it is important to be as obvious as possible on what money is being spent. She stressed the importance of choosing the correct option and suggested moving the cost of the parks operations and administration back into the cost center in the General Fund (at least the amount funded before 2007) and delaying some of the capital projects. By moving the cost center back to the General Fund, the reserves will be rebuilt very quickly. Council member Loo stated it would depend on what projects are delayed.

PUBLIC COMMENTS

Michael Menaker, 1827 W. Choke Cherry Street, Louisville, CO addressed the viable six candidate properties and stated his recollection that the number is closer to 30. He stressed the importance of realigning the list with reality and getting the deadwood off the list. He would also be comfortable knowing when the process ends and the revenue from this tax will maintain the City's open space properties. He felt there are huge risks

in delaying capital projects because construction costs are skyrocketing. He urged Council to complete the capital projects as quickly as possible.

Council member Stolzmann explained there is opportunity cost associated with delaying capital projects when the City knows a project is not going forward. By leaving the money in the budget it can be used for other things that are needed.

Council member Keany agreed there is a need for more transparency, and the transfers are confusing.

Council member Leh agreed the process should be transparent and the list of candidate properties should be pared down. He noted the Council had a discussion with the Open Space Advisory Board at a study session, which involved cleaning up the list. He felt the City Council comments and discussion provided direction to the staff.

City Manager Fleming thanked Council for their direction. He noted during the budget process, Council will be able to consider various tradeoffs.

Mayor Muckle stated the City Council has been clear on their desire to acquire open space land as it becomes available.

ORDINANCE No. 1678, SERIES 2015 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW FOOD TRUCKS, FOOD CARTS, AND MOBILE RETAIL FOOD ESTABLISHMENTS TO OPERATE AT THE COAL CREEK GOLF COURSE WITHIN A RESIDENTIAL ZONE DISTRICT – 1st Reading – Set Public Hearing 02/17/2015

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1678, Series 2016. He reminded Council of the adoption of regulations for food trucks last year. This ordinance is a cleanup amendment to make sure the zoning code clearly allows for mobile food sales at the golf course, either in conjunction with the operations at the golf course food service or at special events such as the 4th of July.

Council member Keany asked if this amendment is a result of the enactment of a food truck ordinance or was it because past beverage carts and food cart were operating illegally. Planning and Building Safety Director Russ stated from a zoning perspective, retail sales within a residential district are illegal operations.

MOTION: Mayor Muckle moved to approve Ordinance No. 1678, Series 2015 on first reading, ordered it published and set a public hearing for February 17, 2015, seconded by Mayor Pro Tem Dalton. All were in favor. Absent: Council member Lipton.

ATTORNEY'S REPORT

No items to report.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Council member Loo stated there is concern amongst some constituents that the City does not have a comprehensive policy on communication antennas on rooftops. She noted the Planning Commission has discussed this in the past. She inquired whether Council has any interest in such a policy and asked if Planning and Building Safety Director Russ had any short-term solutions to this problem.

Planning and Building Safety Director Russ stated as property owners, this is an issue for the City Manager and Parks and Recreation Director concerning public facilities. From a zoning perspective there is not any flexibility and would require updating the zoning ordinances for CMRS. There have been requests and the City does not want to create unfair treatment, so other vendors have been allowed. The City has the discretion to deny the request, but the intent was to create a more public process.

Mayor Pro Tem Dalton asked whether this should be a study session item. Mayor Muckle supported a study session discussion.

Council member Keany stated although he understood the public's concern, the antennas at the Recreation Center and the Ball Fields are generating revenue for the City to offset park and recreation fees and other expenses. He did not have a problem with antennas in general.

ADJOURN

MOTION: Mayor Pro Tem Dalton moved for adjournment, seconded by Mayor Muckle. All were in favor. The meeting adjourned at 9:15 p.m.

_____
Robert P. Muckle, Mayor

_____
Nancy Varra, City Clerk

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **APPROVE CANCELATION OF MARCH 24, 2015 STUDY SESSION**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **CITY MANAGER'S OFFICE**

SUMMARY:
March 23 – 27, 2015 is the Boulder Valley School District spring break. Staff suggests canceling the March 24, 2015 Study Session due to the possible lack of quorum and the potential for individuals who might be interested in attending being unable to because of conflicts with vacation travel.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve canceling the March 24, 2015 City Council Study Session.

ATTACHMENT(S):
None.

SUBJECT: **APPROVAL OF THE DESIGN SERVICES ADDENDUM AND THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT WITH MERRICK AND COMPANY FOR THE ELDORADO SPRINGS RAW WATER INTAKE**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS**

SUMMARY:

The September 2013 floods caused significant damage to the City's primary water intake located on South Boulder Creek, near Eldorado Springs. The City engaged Merrick and Company (Merrick) to design the replacement intake. With the design nearing completion, FEMA requested design changes. Field surveys conducted as part of the design process also identified a severe dam undercut requiring further design changes. As a result, the design fees have exceeded the original contract amount. For that reason, staff is requesting a design contract addendum to increase Merrick's contract by $41,000, from $65,795 to $106,795. Staff also recommends awarding to Merrick the contract for construction management services in the amount of $125,000.

Merrick's assistance has been vital in dealing with FEMA and securing buy-in from the City's operations staff. Additionally, the consultant found previously unknown issues, such as the dam undercut that should be addressed during construction and would have been major liabilities if not corrected. This is the third project City staff and Merrick are working on together and staff continues to be satisfied with their performance and costs. Merrick has worked with City staff on three previous projects because they were the lowest cost qualified proposer.

This project is going to be bid in March and will need construction management and inspection services provided by an engineering company. Staff is recommending Merrick be awarded both the design addendum and the construction management agreement. Staff recommends a sole source, rather than an open bid, for the reasons stated below:

- This project is fairly complex and few consulting companies have the required experience with river work to properly inspect this project.
- The design drawings and specifications were produced by Merrick and they are in the best position to address contractor's questions and provide clarifications that will come up during bidding and construction.
- If a new firm is hired, the City could encounter liability issues during the construction and warranty periods of the Intake Reconstruction. If warranty work

is required, it will be difficult to identify the responsible party between the design consultant, construction management consultant, contractor, or the City.

- A new firm would require substantial time to review, validate assumptions, and confirm design directions for the City, recreating work that was previously performed by Merrick and City staff.
- The timeline to advertise for and hire a new consultant, then bring that firm up to present knowledge could increase construction costs because the project would be delayed past the spring and summer seasons, which are optimal for constructing this project.

Alternately, this project can be bid, but bidding will cause an estimated 4-month delay shifting the construction window from the optimal season and requiring project extensions from FEMA.

FISCAL IMPACT:
Current estimated project expenses are as follows:

Merrick's Design Contract	$	65,795
Merrick's Design Contract Addendum	$	41,000
Merrick's Construction Management Contract	$	125,000
Intake Reconstruction Cost Estimate (including 10% Contingency)	$	941,000
Total Project Cost	**$**	**1,172,795**

Current estimated project outside funding sources are as follows:

Flood Insurance Payment	$	67,120
Colorado Water Conservation Board Design Grant	$	25,000
FEMA Contribution Estimate		Unknown
State of Colorado Contribution		Unknown
City of Louisville Maximum Contribution	**$**	**1,080,675**

The approved 2015 budget provides funding for this project from account number 051-498-55840-80, Eldorado Intake - Flood Reconstruction, in the amount of $750,000. Staff is currently working to confirm FEMA funding amounts and is also working on several grant and supplemental funding sources. The most recent Utility Fund rate increase financial planning includes $1,000,000 contribution from the City for the intake project. Any funding received from FEMA or other parties will reduce the currently projected water rate impacts. When FEMA and other funding for this project are finalized, staff will prepare a proposed budget amendment to reflect both the unanticipated costs and unanticipated revenues.

The design costs estimated at 11% of total project costs are exceeding the typical engineering design service estimates (8%) because of project complexity, several

iterations based upon changing FEMA expectations, and discovery of in stream underwater damages during the design survey.

The construction management costs estimated at 13% are due to coordination with FEMA, Colorado State Parks, Army Corp or Engineers, and project complexity. In contrast, normal construction management costs would amount to about 8%.

RECOMMENDATION:
Staff recommends City Council award the design contract addendum to Merrick per their proposal fee of $41,000, as well as award the construction management contract in the amount of $125,000.

ATTACHMENT(S):

1. Raw Water Intake Design Contract Addendum
2. Raw Water Intake Construction Management Agreement

EXHIBIT C

Addendum No. 1 to Service Agreement

This Addendum to that certain Services Agreement dated June 3, 2014 is made effective as of February 3, 2015, by and between the undersigned parties.

1. Services to be provided: The additional scope of services includes the items outlined in the attached memorandum from Merrick & Company dated December 18, 2014.

2. Fees: Additional fees approved by this change order are $41,000.00.

3. Schedule: The schedule has been extended to March 31, 2015.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

Company: Merrick & Company

Address: 2420 Alcott Street

Denver, Colorado 80211

By: _____
Ron Dvorak, Senior Project Manager

Attest: _____

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE AND MERRICK & COMPANY FOR CONSULTING SERVICES

1.0 PARTIES

The parties to this Agreement are the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City" and Merrick & Company, hereinafter referred to as the "Consultant".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Consultant for the purpose of providing Consulting Engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").

2.2 The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "B" and incorporated herein by reference.

4.0 COMPENSATION

4.1 The City shall pay the Consultant for services under this agreement a total not to exceed the amounts set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Payments under this Agreement shall not exceed the total amount of $125,000.00 as in Exhibit "C" and hourly rates shall not exceed those set forth in Exhibit "C". The City shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the City Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Consultant shall submit monthly an invoice to the City for Services rendered and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Consultant shall provide such additional

backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

5.1 The City designates Dmitry Tepo as the responsible City staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by Dmitry Tepo and such person's designees.

5.2 The Consultant designates Alex Gorsevski as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Alex Gorsevski, and such replacement require the City or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

6.0 TERM

The term of this Agreement shall be February 2015 to December 2015, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the City and shall progress so that the Services are completed in a timely fashion consistent with the City's requirements. Consultant acknowledges that any City expenditures or financial obligations for this Agreement outside the current fiscal year are subject to annual budgeting and appropriation of funds for such purposes in the discretion of the City Council and this Agreement does not constitute any City debt or multiple-fiscal year obligation.

7.0 INSURANCE

7.1 The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

7.1.2 General Liability insurance with combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as

additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS ($600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Consultant providing services to the City of Louisville under this contract.

7.1.4 Professional Liability coverage with combined single limits of ONE MILLION DOLLARS ($1,000,000) per claim and ONE MILLION DOLLARS ($1,000,000) aggregate.

7.2 The Consultant's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies, with the exception of Workers Compensation and Professional Liability, shall contain a severability of interests provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

7.3 Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled or terminated until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7.4 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections

provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. With the exception of professional liability insurance claims, the Consultant shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Consultant shall further bear all other costs and expenses incurred by the City or Consultant and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

10.0 INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. **As an independent contractor, Consultant is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.**

11.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City.

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

16.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

17.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2 Exhibit A, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the City prior to Consultant's execution of this Agreement.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville
Attn: Dmitry Tepo
749 Main Street
Louisville, Colorado 80027
Telephone: (303) 335-4607
Fax: (303) 335-4550

If to the Consultant:

Merrick & Company
Attn: Alex Gorsevski
2420 Alcott Street
Denver, Colorado 80211
Telephone: (303) 964-3333
Fax: (303) 964-3355

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

20.1 Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.2 Consultant shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

CITY OF LOUISVILLE, a Colorado Municipal Corporation	CONSULTANT: Merrick & Company
By:_____ Robert P. Muckle, Mayor	By: _____ Ron Dvorak
Attest:_____ Nancy Varra, City Clerk	Title: _____ Senior Project Manager

Exhibit A

City of Louisville Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:
Merrick & Company_____

By_____
Ron Dvorak

Title:_____
Senior Project Manager

_____
Date

Exhibit B
Scope of Services

The Consultant shall manage construction of the City's raw water intake facility on South Boulder Creek to execute the design developed by the Consultant. The Scope of Services shall consist of the following major components:

1. Attend pre-construction meeting, weekly progress meetings with Contractor or as required, coordination with City staff.
2. Review of shop drawings and equipment/materials submittals from Construction Contractor. Review and approve equipment, materials, testing reports, manufacturer's product data, and similar information submitted by the Construction Contractor for substantial conformance with the contract documents.
3. Process pay applications, change orders, requests for information and similar documents.
4. Provide on-site inspection, including civil, structural, and electrical. Daily inspection duration will vary depending on the work being performed, with an average 4 hours per day, 20 hours per week for the duration of the project. Observe construction work to verify Construction Contractor's compliance with drawings, specifications, and design intent. Notify the Construction Contractor and the City of unsatisfactory, faulty, or defective work or materials and required corrections, testing or inspection.
5. Provide startup and commissioning services.
6. Provide project closeout documentation, the operation and maintenance manual, as well as preparation of as-recorded drawings. Provide 1 set of full-size and 1 set of half-size reproducible record drawings to the City. Provide electronic versions of the record drawings in CAD and PDF formats.
7. Provide materials testing through a third party geotechnical consultant.
8. Other miscellaneous work items as directed by the City.

EXHIBIT C
Project Fee

Consultant shall not exceed the values listed below:

- $125,000.00

City of Louisville

Raw Water Diversion Improvements

ESTIMATED COST FOR CONSTRUCTION MANAGEMENT SERVICES

Item	Task	Merrick-McLaughlin					J&CA	CTL/Thompson	R.J. McNutt and Associates	Total
		Principal Engineer Rick McLaughlin	Senior Engineer Alex Gorsevski	Senior Engineer Aaron Asquith	Engineering Drafter Alan Johnson	Senior Inspector Clay Wade				
		$195	$135	$140	$110	$115				
1. Construction Administration										
	Submittal Review	4	24							$4,020
	Pay Applications, Change Orders,	4	20	4						$4,040
	Progress Meetings	8	48	8						$9,160
	Expenses									$1,500
2. Inspection										
	Field Inspection	16	75	16		500				$72,985
	Expenses									$5,000
3. Closeout										
	Documentation	2	16	4		24				$5,870
	As-Recorded Drawings		16		40		$1,000		$750	$6,560
	Expenses									$200
4. Materials Testing										
	Subconsultant Costs						$2,000	$8,000	$1,000	$11,000
	Estimated Total Cost									$120,335
	Not to Exceed Cost									$125,000

MERRICK & COMPANY
McLaughlin Water Engineers
A Division of Merrick & Company

Schedule of Standard Hourly Billing Rates

McLaughlin Water Engineers
A Division of Merrick & Company

Work Class	Effective November 2013 Per Hour
PROJECT MANAGEMENT:	
Principal	$190.00 - $235.00
Senior Project Manager	$170.00 - $190.00
Project Manager	$140.00 - $170.00
PROJECT ENGINEERING:	
Senior Project Engineer	$130.00 - $170.00
Project Engineer	$110.00 - $130.00
Senior Design Engineer	$90.00 - $110.00
Design Engineer	$70.00 - $90.00
FIELD ENGINEERING / INSPECTION:	
Senior Field Engineer	$135.00 - $165.00
Field Engineer	$115.00 - $135.00
Cost Estimator	$90.00 - $120.00
Senior Inspector	$100.00 - $120.00
Inspector	$80.00 - $100.00
LANDSCAPE ARCHITECT:	
Senior Landscape Architect	$110.00 - $130.00
Landscape Architect	$90.00 - $110.00
DRAFTING:	
Senior CADD Technician	$100.00 - $120.00
CADD Technician	$70.00 - $100.00
ADMINISTRATION:	
Clerical	$70.00 - $80.00
Project Controls	$70.00 - $90.00

Rates will be negotiated for personnel with qualifications not described in the above schedule.

OTHER:	
Courier	Cost
Subconsultant	Cost plus 5%
G.P.S. System	$100.00/unit/day
Vehicle Mileage	Current Allowable IRS Rate
Truck Maximum Charge	$70.00/day
Truck Minimum Charge	$45.00/day
Special Software	Cost plus 5%
Travel	Cost
Printing/Reproduction	Cost
Communications Equipment	Cost
Other Materials or Equipment	Cost plus 5%

This Schedule of Hourly Rates is considered to be "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without written consent from Merrick & Company. The above standard rates will be held firm through March 31, 2013.

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5E

SUBJECT: **APPROVE 2015 WATER TREATMENT FACILITIES CHEMICAL PURCHASE**

DATE: **JANUARY 6, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DIRECTOR**

SUMMARY:
The Water Treatment Division staff of Public Works annually solicits bids for chemical purchases necessary to provide an uninterrupted safe drinking water supply. Chemicals are used for various treatment stages at the Water Treatment Plants (WTP). Typically, chemicals are delivered in bulk by 4000-gallon tanker trucks. Due to the size of the City's chemical storage facilities a delivery is usually required every quarter. The timing and need of such deliveries are dictated by flow at the water treatment plants. Given the constraints in on-site inventory storage, the lead time associated with the City Council approval process, and variable lead times for delivery once approved, the timing of ordering chemicals is an ongoing challenge and administrative time commitment without procuring annually versus quarterly.

Staff finished the request for annual pricing of chemicals for 2015 on December 17th of 2014. Staff recommends the bid tabulation be approved by City Council.

FISCAL IMPACT:
The approved 2015 Budget provides for WTP Chemicals, #051-461-52200, in the amount of $297,000. The 3 year historic average for WTP Chemicals is $233,239. The 2015 budgeted amount is high due to unknowns at the time of budgeting surrounding 2014 treatment costs due to muddy reservoir water from the flood in 2013.

RECOMMENDATION:
Direct the City Manager and Public Works Director to purchase water treatment chemicals as required based upon on an annual chemical bid tabulation approved by City Council.

ATTACHMENT(S):

1. 2015 Water Treatment Plant Chemicals Bid Tabulation

2015 Chemical Bids

	Aluminium Chlorohydrate	Chlorine	Aluminium Sulfate	Sodium Chlorite	Caustic Soda Drums	Caustic Soda Bulk	HTH Granular	Sodium Silicofluoride	Sodium Silicate
Chemtrade	$0.350/lb	NB	**$1.16**	NB	NB	NB	NB	NB	NB
Univar	NB	NB	NB	NB	NB	NB	**$1.61/lb**	**$0.62/lb**	NB
DPC Industries	NB	**$798/ton**	NB	NB	NB	**** $ 1.93/gal**		NB	NB
Summit Research	**$0.273/lb**	NB	NB	NB	NB	NB	NB	NB	NB
Industrial Chemicals	NB	NB	NB	NB	NB	**$ 2.37/gal**	NB	NB	**$0.235/lb**
CalChem	NB	NB	NB	NB	NB	NB	NB	NB	NB
Harcros Chemical	NB	NB	NB	NB	NB	NB	**$2.20/lb**	**$0.60 / lb**	NB
Evoqua	NB	NB	NB	**## $ 0.655/lb-**	NB	NB	NB	NB	NB
Int. Dioxcide	NB	NB	NB	**$0.742/ lb**	NB	NB	NB	NB	NB

Price per 100 lb drum

Includes emergency and quarterly service on generators and minimum load of 3500 gallons

** indicates that bid is only guaranteed quarterly and chosen on lead time for delivery and quality of product.

All bids received 12/17/2014

Chemicals List

Chemicals	*2015 Usage
Aluminum Chlorohydrate	4,000 gallons **
Aluminum Sulfate	64,000 gallons
Sodium Chlorite 25%	4,000 gallons **
Caustic Soda (Bulk)	28,000 gallons ***
HTH Granular 65% Avail. 110 lb. drums	2 drums
Sodium Silicofluoride 50 lb. bags	300 bags
Sodium Silicate (liquid) Bulk	20,000 gallons
Chlorine (2000 lb Cylinders)	24,000 pounds

* Estimate Usage
** Bulk loads split between two plants
***** Pricing to be in dry tons and price per gallon, quarterly pricing with certified market changes will be accepted**

STANDARDS LIST

Aluminum Chlorohydrate	ANSI/AWWA B408-98
Aluminum Sulfate	ANSI/AWWA B403-98
Sodium Chlorite	ANSI/AWWA B303-00
Caustic Soda	ANSI/AWWA B501-98
Chlorine	ANSI/AWWA B301-99
Hypochlorite	ANSI/AWWA B300-99
Sodium Silicate Liquid	ANSI/AWWA B404-98
Sodium Silicofluoride	ANSI/AWWA B702-99

SUBJECT: **APPROVE TURF MAINTENANCE EQUIPMENT PACKAGE FOR COAL CREEK GOLF COURSE**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **JOE STEVENS, PARKS AND RECREATION**

SUMMARY:
The Parks and Recreation Department is requesting authorization to purchase a Toro equipment package through LL Johnson Distributing CO. Purchase of this equipment reflects discounts provided by the MAPO (Multiple Assembly or Procurement Officials) Agreement and is consistent with the City of Louisville Purchasing Policies Section V.

This equipment package (attached) includes equipment necessary to sustain and maintain Coal Creek Golf Course including, mowing of roughs, tees, fairways, bunker maintenance, aeration, de-thatching, trimming, debris removal, topdressing, and cart path maintenance.

Funds for this purchase are included in the Golf Course Fund Capital Improvement Project: Golf Course Maintenance Equipment.

FISCAL IMPACT:
The 2015 adopted budget, account 054-710-55470-04, includes $750,000 for Machinery and Equipment for golf course maintenance.

RECOMMENDATION:
Approve an expenditure of $545,700.37 for the purchase of equipment through LL Johnson Distributing CO.

ATTACHMENT(S):
1. Toro MSRP and Discount Pricing
2. LL Johnson Proposal
3. MAPO Equipment Proposal (Agreement)

L.L. Johnson Distributing Company
Expiration Date: 4/3/2015
Quote Name: Coal Creek GC
Quote ID: 1841912

Coal Creek Golf Course
Attn: David Dean
LL Johnson Equipment Proposal
January 23, 2015

Qty	Model Number	Description	Unit Price	Extension	Toro MSRP
1	04055	Greensmaster 1000	$7,146.70	$7,146.70	$ 9,139.00
1	04123	Wheel Kit - Walk Greensmowers			
1	30809	Groundsmaster 3500-G (32hp Gas Powered)	$33,152.89	$33,152.89	$ 42,164.00
1	30358	Bimini Canvas Sunshade			
2	07273	Workman MDX	$10,113.60	$20,227.20	$ 25,866.00
2	07389	MD/MDX/MDX-D Electric Cargo Bed Lift Kit,			
2	07279	Workman MD	$6,999.00	$13,998.00	$ 19,998.00
1	41188	Multi Pro 1750	$35,584.47	$35,584.47	$ 45,505.00
1	41208	Clean Rinse Kit for MP1750			
1	41158	Chemical Pre-Mix Kit - MP1750 (KZ Valve)			
1	41159	Electric Hose Reel Kit (KZ Valve)			
1	41232	Foam Marker Kit (For All Sprayers)			
1	125-8120	FINISH KIT - FOAM MARKER, MP1750			
11	120-0705	NOZZLE-AI 1.0GPM, BLUE			
1	08703	Sand Pro 3040	$15,751.82	$15,751.82	$ 20,143.00
1	08714	Manual Blade (40")			
1	08751	Tooth Rake			
1	09200	ProCore 648	$22,765.27	$22,765.27	$ 28,911.00
3	09739	Needle Tine Head Set			
1	120-1052	GUARD-TURF, 5 TINE, LONG			
2	120-1047	GUARD-TURF, 5 TINE, SHORT			
3	09796	4 Tine 3/4" Head Set			
1	120-1046	GUARD-TURF, 4-TINE, LONG			
2	120-1045	GUARD-TURF, 4-TINE (SHORT)			
30	100-3621	TINE-NEEDLE, 8MM X 7.38			
24	114-0560	TINE-SD EJECT, CARBIDE			
1	09234	Rear Roller Kit			
1	09716	ProCore 1298	$29,999.80	$29,999.80	$ 38,363.00
6	09797	3 Tine 7/8" Head Set HD			
4	120-1044	GUARD-TURF, 3-TINE (SHORT)			
2	120-1051	GUARD-TURF, 3-TINE, LONG			
36	108-9265	TINE-HD 7/8 MT (575-7)			
1	09749	ProCore Processor	$22,933.71	$22,933.71	$ 29,327.00
1	09750	Tow Hitch			
1	44536	Debris Blower 600	$5,130.70	$5,130.70	$ 6,561.00
1	44538	Pro Force	$6,834.68	$6,834.68	$ 8,740.00
2	44912	GreensPro 1240	$11,223.27	$22,446.54	$ 28,704.00
2	44923	GreensPro 1240 LED Light Kit			
1	07066	Pro Sweep	$10,981.63	$10,981.63	$ 14,043.00
2	02610	HoverPro 450	$809.37	$1,618.74	$ 2,070.00
4	bcz2650s	[Non-Toro Part]: redmax trimmer	$314.00	$1,256.00	$ 1,570.00
1	44700	ProPass 200 Wireless	$12,608.96	$12,608.96	$ 16,124.00
1	44707	ProPass Toro Truck Mount Kit			
1	44712	Storage Stand Truck Mount/ProPass			
1	07316	High Flow Hydraulic Kit			
2	03675	Reelmaster 5410 - 35.5 hp Diesel w/ factory installed ROPS	$48,490.27	$96,980.54	$ 124,016.00
10	03694	8 Blade Cutting Unit			
2	03655	Cross Trax All-wheel drive kit			
2	30349	Universal Sunshade (White)			
2	04358	Greensmaster 3150-Q	$36,152.60	$72,305.20	$ 92,574.00
6	04619	11-Blade Cutting Unit			
2	04626	Narrow Wiehle Roller			
6	04709	Groomer Drive (LH) (Set of 1)			
6	04712	Groomer Reel, Spring Steel (Set of 1)			
2	106-2643	GROOMER PULL LINK KIT, GR3150/3100/3050			
2	04476	3 WD Kit (Without ROPS)			
2	105-8336	LIGHT KIT-GR3150			
2	04358	Greensmaster 3150-Q	$29,955.30	$59,910.60	$ 76,726.00
6	04618	8-Blade Cutting Unit			
2	04626	Narrow Wiehle Roller			
2	04476	3 WD Kit (Without ROPS)			
--	04358	Accessories for Greensmaster 3150-Q	$7,157.53	$7,157.53	$ 9,131.00
1	04626	Narrow Wiehle Roller (Set of 3)			
3	105-5740	HOOK-LIFT			
3	04479	Thatching Reel (Set of 1)			
2	07385	Workman HDX-D (Kubota)	$21,152.32	$42,304.64	$ 54,098.00
1	04238	Trans Pro 80	$1,209.75	$1,209.75	$ 1,547.00
1	04245	Flat Ramp Kit, TransPro 80			
1	30881	Groundmaster 4500-D	$60,650.00	$60,650.00	$ 77,558.00
1	EDG16TT	Kutting Edge Edger	$3,395.00	$3,395.00	$ 776,273.00 Total MSRP

TOTALS	
Equipment Total	$606,350.37
Package Purchase Credit	$60,650.00
Total	$545,700.37

LL JOHNSON Est. 1976
DISTRIBUTING COMPANY

4700 Holly Street, Denver CO 80216 Main: 303-320-1270 Fax:303-355-8250

January 23, 2015

Coal Creek Golf Course
Attn: David Dean
585 West Dillon Road
Louisville, CO 80027

Dear David,

As you requested, I am sending our current pricing information on the Toro Commercial Turf products that you are interested in. These prices are from our current MAPO contract (minus the Service Fees because of package size). These prices are based on a complete package purchase of the items listed below. Any deviation from the quantities or items listed may result in changes to the total package price and/or discounts available.

1-	Toro Reelmaster 5410-D lightweight fairway mower with 8- bladed dual-point adjust cutting units, Wiehle front rollers, CrossTrax 4-wheel drive, power steering, tilt steering tower, right and left side entry/exit, deluxe seat, armrests, canopy, and powered by a 35.5 hp Kubota diesel engine		$ 48,490.00
		(2)	$ 96,980.00
1-	Toro Greensmaster 3150-Q riding triplex greensmower with 11- bladed dual point adjust cutting units, Wiehle front rollers, turf groomers, 3-wheel drive kit, joystick raise and lower control, power steering, adjustable steering arm, Turf Guardian automatic hydraulic leak detection system, light kit, grass catchers, traction tires and powered by an 18 hp V-twin Vanguard engine		$ 36,153.00
		(2)	$ 72,306.00
	Available Accessories:		
	Set of Thatching Reels		$ 7,158.00

1-	Toro Greensmaster 3150-Q riding triplex greensmower with 8- bladed dual point adjust cutting units, Wiehle front rollers, 3-wheel drive kit, joystick raise and lower control, power steering, adjustable steering arm, Turf Guardian automatic hydraulic leak detection system, grass catchers, traction tires and powered by an 18 hp V-twin Vanguard engine		$ 29,955.00
		(2)	$ 59,910.00
1-	Toro Greensmaster 1000 walk behind greensmower with an 11- bladed reel, aluminum Wiehle front roller, 21" width of cut, .16" clip frequency, split drum with differential drive, transport wheels, loop style handle, parking brake, grass catcher and powered by a 4.5 hp Subaru 4-cycle engine		$ 7,147.00
	Available Accessories: Trans Pro 80 single unit trailer (Used Trans Pro 80 trailer available for $500.00.)		$ 1,210.00
1-	Toro Groundsmaster 4500-D five gang rotary mower with (5) Contour Plus independent decks, power steering, bi-directional 4-wheel drive, hydrostatic planetary front wheel drive, SmartCool System, canopy, individual brake controls, deluxe seat, armrests and powered by a Tier IV compliant 55 hp Yanmar turbo-charged diesel engine		$ 60,650.00
1-	Toro Groundsmaster 3500-G with three independent 27" Contour Plus rotary decks, 68" width of cut, Side-Winder side to side cutting unit transfer, three-wheel drive Series-Parallel traction, power steering, and powered by a 32.7 hp Kubota gasoline engine		$ 32,972.00
	Available Accessories: Bimini Canvas Sunshade		$ 181.00
1-	Toro Workman HDX-D turf utility vehicle with a full bed, hydraulic dump capability, 2,844 pound payload capacity, power steering, 70° turning, differential lock, high range low range transmission, 3rd gear supervisor lock-out, two passenger seating, and powered by a 23.3 hp Kubota diesel engine		$ 21,152.00

		(2)	$42,304.00
	Available Accessories:		
	Pro Pass 200 Topdresser with twin spinners		$ 10,645.00
	High-Flow Hydraulic Kit (required to operate Pro Pass 200)		$ 1,340.00
	Storage Stand for Pro Pass 200		$ 624.00
1-	Toro Workman MDX mid-duty utility vehicle with a polyethylene manual dump box, 1,650 pound payload capacity, in-frame suspension, coil over shock front and rear suspension, torsional independent "A"-frame front suspension, two passenger seating, under seat storage compartments, power point, pedal start and powered by a 14 hp V-twin Vanguard engine		$ 9,569.00
		(2)	$ 19,138.00
	Available Accessories:		
	Bed Lift Kit		$ 545.00
1-	Toro Workman MD mid-duty utility vehicle with a manual lift polyethylene dump box, 1,250 pound payload capacity, in-frame suspension, coil over shock front and rear suspension, torsional independent "A" -frame front suspension, two passenger seating, under seat storage compartments, power point, pedal start and powered by a 12 hp Yamaha engine		$ 6,999.00
		(2)	$ 13,998.00
1-	Toro Multi Pro 1750 self-contained spray vehicle with a 175 gallon elliptical polyethylene tank, inductive agitation, six diaphragm pump, Spray Pro proportional drive spray control system, 18.5-foot electric lift spray boom, 1.00 gpm nozzles, coil over shock front suspension, "Quick Find" operator console, and powered by a 27 hp V-twin Kohler engine		$ 28,038.00
	Available Accessories:		
	Clean Rinse Kit		$ 1,119.00
	Clean Load Chemical Eductor		$ 1,987.00
	Pivoting Hose Reel		$ 2,488.00
	Foam Marking Kit		$ 1,952.00
1-	Toro Sand Pro 3040 bunker rake with 3-wheel series-parallel hydrostatic drive, manual gear drive steering, hydraulic raise and lower of rear implement, rear hydraulic QAS (Quick Attach System), tooth rake, seat and powered by a 16 hp V-twin		

	Vanguard engine	$ 14,555.00
	Available Accessories:	
	Manual Front Blade	$ 1,196.00
1-	Toro ProCore 648 turf aerator with a 48" coring width, RotaLink geometry on tine arms, 5/8" extended depth coring tines, patented series-parallel 3-wheel hydrostatic drive, TrueCore ground following system, adjustable coring depth, adjustable spacing and powered by a 23 hp Kohler twin cylinder engine	$ 21,452.00
	Available Accessories:	
	Needle Tine Kit	$ 686.00
	Rear Roller Kit	$ 627.00
1-	Toro Pro Core 1298 3-point P.T.O. operated aerator with a 98" aerating width, 3-tine head, ¾" eject coring tines, RotaLink tine positioning system, precision balanced coring head, impact resistance system and storage stand	$ 30,000.00
1-	Toro Pro Core Processor with a 70" processing width, carbide chopper blade tips, 6" roller, remote kill/offset switch, transport tires, tow hitch to hook up to your Toro Workman vehicle and powered by a 35 hp Briggs Vanguard engine	$ 22,934.00
1-	Toro Debris Blower 600 3-point P.T.O. driven with deflector chute, two caster wheels, turf roller, adjustable height, 27" fan with 8 blades	$ 5,131.00
1-	Toro Pro Force tow behind blower with remote engine start/stop, single piece rotomolded plastic nozzle, adjustable heavy duty hitch, fully enclosed exhaust system and powered by a 27 hp Kohler engine	$ 6,835.00
1-	Toro GreensPro 1240 riding greens roller with a 47.2" rolling width, flexible 3.5" twin rollers, inbuilt trailer system, hydrogear transmission, 6" vulcanized rubber drive roller, adjustable high back seat, tilt steering wheel, easy latch no-pin hook-up, light kit and powered by a 6.5 hp Honda engine	$ 11,223.00
	(2)	$ 22,446.00

1-	Toro Pro Sweep tow behind turf sweeper with a 52" sweeping width, fully floating sweeper head, 25 cubic feet hopper capacity, High-lift dumping system, sub-frame hopper carrying system to absorb weight changes, electric off-set,		$ 10,982.00
1-	Toro Hover Pro 450 18", steel cutting blade, 160cc Honda		$ 809.00
		(2)	$ 1,618.00
1-	Red Max BCZ2650S 25.4cc straight shaft string trimmer		$ 314.00
		(4)	$ 1,256.00

All Toro Commercial Turf products (exception Toro Pro Core Series) come with a two-year or 1,500 operational hour's warranty. The Toro Pro Core Series comes with a two-year or 500 operational hour's warranty.

With a package purchase of the equipment listed above:

1. L.L. Johnson Distributing Company will send your equipment manager to a 4-day factory service school in Minneapolis (Toro Company headquarters) at no charge - offered in February or March of 2016.

2. We will offer a 25% discount on all golf supplies (Par Aide, Standard, etc.) to equip the golf course in 2015.

3. We will offer an additional one year of extended comprehensive coverage on all Toro Commercial Turf products.

4. Kurt Rye (Field Service Manager) will assist with the initial set-up of your MyTurf fleet management program.

5. Kurt Rye will also be available for any on-site service training or support needed for your equipment technician.

As part of a total package purchase, the L.L. Johnson Distributing Company will offer Coal Creek Golf Course a credit of $60,650.00 applicable towards a Toro Commercial wholegood product.

These prices are guaranteed for 60 days. They include all freight, set-up and delivery charges.

All prices listed above are based on a complete package purchase of the listed product and quantities.

As always, feel free to give us a call if you have any questions.

Sincerely,

Tim Bullard
Northern Territory Manager

LL JOHNSON Est. 1976
DISTRIBUTING COMPANY
P.O BOX 16102 4700 HOLLY STREET DENVER, COLORADO 80216-6400 (303) 320-1270 FAX (303) 355-8250

MAPO EQUIPMENT PROPOSAL

From L.L. Johnson Company
Effective December 1, 2014

In 2015 L.L. Johnson Distributing Company will honor two different contracts to procure Toro products. We will honor the City of Tucson's contract **#120535** – managed by National IPA (http://www.nationalipa.org/toro.html) This contract was competitively rebid in 2012 and was again awarded to Toro. Discounts are detailed below:

- Toro Commercial Equipment -21.8% off of Toro MSRP
- Toro Landscape Products -27% off of Toro MSRP
- Toro Dingo Products -17% off of Toro MSRP

Toro irrigation pricing will be based on the Toro GSA contract.

L.L. Johnson is focused on deliverimg quality products and service to our customers. All equipment orders will get a full Product Quality Inspection (PQI) before delivery. Each piece of equipment will include a delivery portfolio that will include Invoice, Distributor Key Personnel Contract List, Parts Catalogs, Operator's Manual, Service Tips Books, Operator's Video and other miscellaneous documentation inside this portfolio. Customers can also access a variety of helpful information at http://www.toro.com/en-us/customer-support/Pages/customer-care-resources.aspx.

1. Toro accessories purchased independent of a whole good item do not qualify for National IPA pricing.

2. Our demo equipment pricing will be negotiated – demo products are normally items that are current year production and have less than 150 hours usage.

3. Please contact us for special volume incentives per the Toro Smart Value Program in the IPA agreement.
   Example: Purchase $150,000-$200,000 of the Toro Commercial Equipment and get $4,500.00 of "Toro Free Goods".

4. L.L. Johnson will provide free onsite training by our field technician upon request and free attendance at our 2016 L.L. Johnson service school (a $45 value per person) – with any 2015 Toro equipment purchase.

5. Although we prefer payment by check, we do allow for credit card payments on all Toro products including equipment, with prior approval. Financing/leasing options are also available.

6. MAPO agencies can sign up and utilize the Toro Loyalty Counts (TLC) program. This program will allow customers to redeem points towards parts credits. More information can be found at http://www.toro.com/en-us/Golf/pages/toro-tlc.aspx.

7. MAPO agencies can also sign up and utilize the Toro's Fleet Management system (MyTurf) which offers a unique combination of tools that increase the efficiency of your team and adds automation to remove manual tasks – all while making it one of the easiest systems to use. The result is clear – Increased Productivity.
    a. TORO myTurf Fleet – **No cost to customer**
    b. Track your entire fleet online
    c. Instant access to the latest Toro manuals and information
    d. Order parts online anytime, anywhere - from your Toro Distributor

    More information at http://www.toro.com/en-us/golf/pages/why-myturf.aspx

8. Term of agreement
    a. Contract term expires on 11/30/2015
    b. This proposal will be reviewed and renewed on an annual basis.

The current IPA agreement allows for Toro to have random price increases however, L.L. Johnson will hold the current prices through the review date and will absorb any increase from Toro through this agreement period for the MAPO group.

We at L.L. Johnson Distributing Company strive to provide the best customer service to our customers as possible. As always, if there is a warranty issue in the field with any Toro equipment, and we cannot repair it within 48 hours, we will do our very best to

provide a replacement loaner piece of equipment at no charge to you. We again look forward to working with all the MAPO agencies. Please call me with any questions.

Sincerely,

Dan Melchior 1-19-2015

Dan Melchior
General Manager
303.394.6657

Boyd Montgomery
The Toro Company

Diana Wilson, CPPB
On behalf of MAPO

Diana S. Wilson
1-19-2015
Agreement # NIPA 120535-MAPO

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5G

SUBJECT: **APPROVAL OF THE SEVENTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF USE TAX BETWEEN BOULDER COUNTY AND THE CITY OF LOUISVILLE**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **HEATHER BALSER, DEPUTY CITY MANAGER**

SUMMARY:
Attached is a 7th amendment to the Intergovernmental Agreement (IGA) for the collection of use tax between Boulder County and the City of Louisville. The amended IGA is based on voter approval of Ballot Issue 1A in 2014 for additional sales and use tax for flood recovery costs. The previous amendments were related to enactments or extensions of use tax for Boulder County open space, worthy cause tax, transportation improvements/trails and jail improvements.

FISCAL IMPACT:
Additional Boulder County tax collection for Louisville residents based on voter approval of Ballot Issue 1A in November of 2014 for flood recovery costs.

RECOMMENDATION:
Approve the 7th Amendment to the Intergovernmental Agreement for Collection of County Use Tax between Boulder County and the City of Louisville

ATTACHMENT(S):
1. Seventh Amendment to Boulder County Use Tax IGA.

SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR COLLECTION OF COUNTY USE TAX BETWEEN BOULDER COUNTY AND THE CITY OF LOUISVILLE

This Amendment is effective as of January 1, 2015, between the County of Boulder, Colorado ("Boulder County"), and the City of Louisville, Colorado, a home-rule municipality (the "City") and, together, the "Parties".

RECITALS

A. Boulder County and the City have entered into an Intergovernmental Agreement for Collection of County Use Taxes between Boulder County and the City of Louisville dated January 16, 1996 (the County Use Tax IGA), as previously amended, under which the City collects for the County tax on the privilege of using or consuming in the County any construction and building materials purchased at retail;

B. Pursuant to Resolution No. 99-111 and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of the countywide use tax of one-quarter of one percent (0.25%), extending its imposition through December 31, 2019; and

C. Pursuant to Resolution No. 2003-92 and Resolution No. 2008-88, and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of a countywide use tax of one-twentieth of one percent (0.05%), extending its imposition through December 31, 2018; and

D. Pursuant to Resolution No. 2000-113 and Resolution No. 2007-80, and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of the countywide use tax of one-tenth of one percent (0.10%), effective January 1, 2010, and extending its imposition through December 31, 2029; and

E. Pursuant to Resolution No. 2004-86, as revised by Resolution No. 2004-102, and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of one-tenth of one percent (0.10%) effective January 1, 2005 through December 31, 2024 with 0.05% expiring on that date and 0.05% remaining in perpetuity; and

F. Pursuant to Resolution No. 2001-128 and Resolution No. 2007-79, and Section 29-2-101, et seq., C.R.S., Boulder County enacted an extension of a countywide use tax of one-tenth of one percent (0.10%) effective July 1, 2009 through June 30, 2024; and

G. Pursuant to Resolution No. 2003-91 and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of one-twentieth of one percent (0.05%) effective January 1, 2005 in perpetuity; and

H. Pursuant to Resolution No. 2010-93 and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of one-fifteenth of one percent (0.15%) effective January 1, 2011 through December 31, 2030; and

I. Pursuant to Resolution No. 2014-66 and Section 29-2-101, et seq., C.R.S., Boulder County enacted imposition of a countywide use tax of eighteen and one-half hundredths of one percent (0.185%) effective January 1, 2015 through December 31, 2019.

J. In order to implement these extensions of the use tax collection, Boulder County and the City desire to amend the existing County Use Tax IGA as previously amended.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and commitments, the parties agree as follows:

1. All of the terms and conditions of the County Use Tax IGA not amended herein shall remain in full force and effect and shall apply to collection of the countywide use tax described herein.

2. The City of Louisville agrees to collect, administer and enforce the countywide use taxes in the total amounts set forth herein for the periods set forth herein, in accordance with and pursuant to County Resolutions Nos. 93-174, 94-162, 99-111, 2000-113, 2001-128, 2003-91, 2003-92 and 2004-86 (as revised by 2004-102), 2007-79, 2007-80, 2008-88, 2010-93 and 2014-66 and Sections 29-2-101, et seq., C.R.S., as amended, and the provisions of the City of Louisville Sales and Use Tax Ordinance, which are not inconsistent with the aforementioned Resolutions and state statutes.

3. The collection of the 0.25% tax, pursuant to Resolution Nos. 93-174 and 99-111, shall continue through 2019 and shall terminate December 31, 2019, unless sooner terminated as provided for herein.

4. The collection of the 0.05% tax, pursuant to Resolution Nos. 2003-92 and 2008-88, shall continue through 2018 and shall terminate December 31, 2018, unless sooner terminated as provided for herein.

5. The collection of the 0.10% tax, pursuant to Resolution Nos. 2001-128 and 2007-79, shall continue to and including June 30, 2024, and shall terminate June 30, 2024, unless sooner terminated as provided for herein.

6. The collection of the 0.10% tax, pursuant to Resolution No. 2004-86, as revised by Resolution No. 2004-102, shall continue through 2024 and shall terminate December 31, 2024, with 0.05% expiring on that date and 0.05% remaining in perpetuity, unless sooner terminated as provided for herein.

7. The collection of the 0.10% tax, pursuant to Resolution Nos. 2000-113 and 2007-80, shall continue through 2029 and shall terminate December 31, 2029, unless sooner terminated as

provided for herein.

8. The collection of the 0.05% tax, pursuant to Resolution No. 2003-91, shall continue in perpetuity, unless sooner terminated as provided for herein.

9. The collection of the 0.15% tax pursuant to Resolution No. 2010-93, shall commence on January 1, 2011 and continue through 2030 and shall terminate December 31, 2030, unless sooner terminated as provided for herein.

10. The collection of the 0.185% tax pursuant to Resolution No. 2014-66 shall commence on January 1, 2015 and continue through 2019 and shall terminate December 31, 2019, unless sooner terminated as provided for herein.

11. Under the foregoing provisions, the City of Louisville shall collect countywide use tax in the amount of 0.985%.

12. This Amendment may be executed in several counterparts, all of which when taken together shall constitute this instrument, notwithstanding that all parties have not signed the same counterpart.

BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY, COLORADO

By:_____
Deb Gardner, Chair

ATTEST:

_____
Clerk to the Board

CITY OF LOUISVILLE, COLORADO

By:_____
Robert Muckle, Mayor

ATTEST:

_____

City of Louisville

COLORADO • SINCE 1878

City Manager's Report
February 17, 2015

CITY OF LOUISVILLE
EXPENDITURE APPROVALS $25,000.00 - $49,999.99
JANUARY 2015

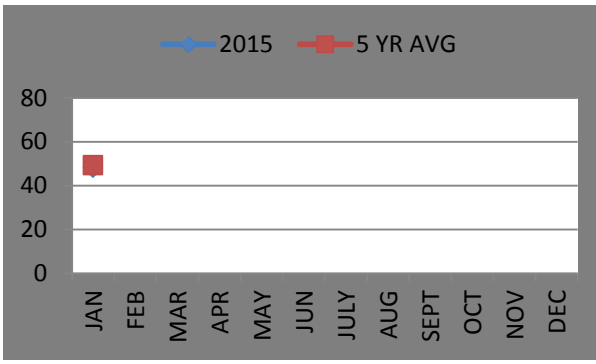
DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
1/2/2015	92009	Proforce Law Enforcement	Tasers and Related Equipment Sole source vendor for taser products.	$44,440.04
1/9/2015	92011	Dellenbach Chevrolet Inc.	2015 Chevrolet Colorado Extended Cab Pick Up State bid pricing used to purchase this truck for Police Code Enforcement.	$26,500.00
1/14/2015	92015	Bobcat of the Rockies LLC	E26 T4 Bobcat Compact Excavator The excavator will be used for grave digging, park and trail maintenance and as needed by Public Works. MAPO bidding was used for this purchase.	$32,991.00
1/28/15	92022	Polydyne Inc.	CE-879 Polymer CE-879 polymer from Polydyne Inc. is the most cost effective polymer for dewatering and thickening of sludge. Other companies have tried "jar testing" their products against this product and haven't reached a satisfactory level of success. For this reason, we will continue to use this polymer until a competitor can prove a cost effective and safer product that can handle both of our solids handling needs.	$29,095.00

PUBLIC WORKS MONTHLY REPORT FOR JANUARY 2015

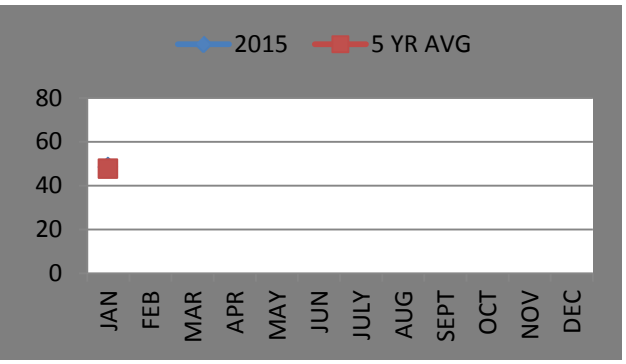
The mission of the Public Works Department is to provide high-quality, cost effective service to both our internal and external customers. The following are highlights of activities performed by the various divisions of the Public Works Department during the month of January 2015.

DIVISION ACTIVITIES/STATISTICS:

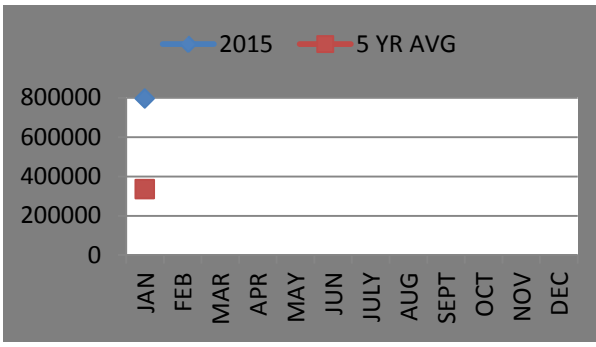
WASTEWATER PLANT DIVISION



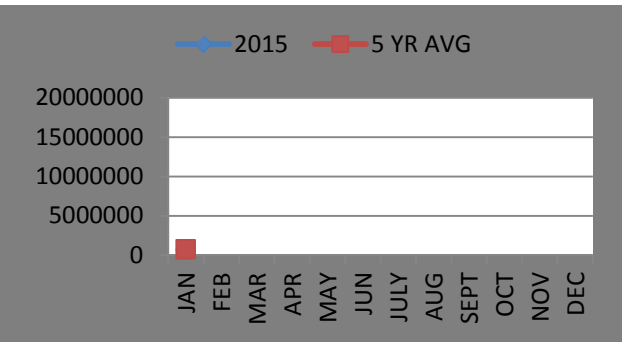
Influent Total Monthly Flow in MG



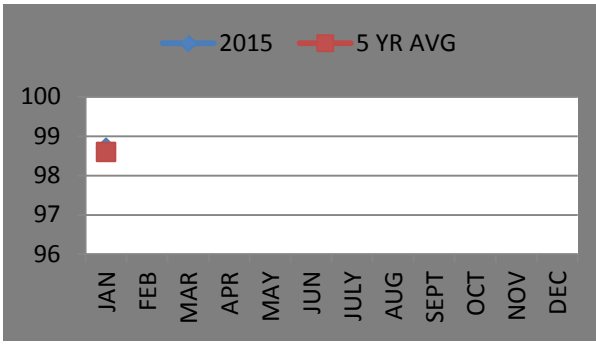
Effluent Total Monthly Flow in MG



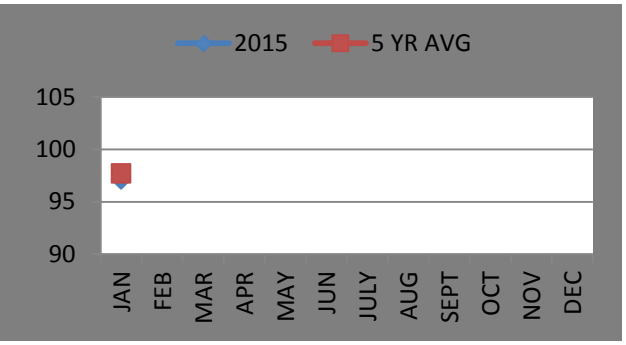
Potable Water Usage in Gallons



Reuse Flow in Gallons

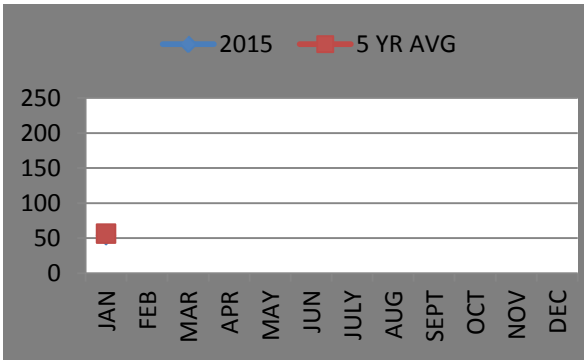


Average % BOD Removal

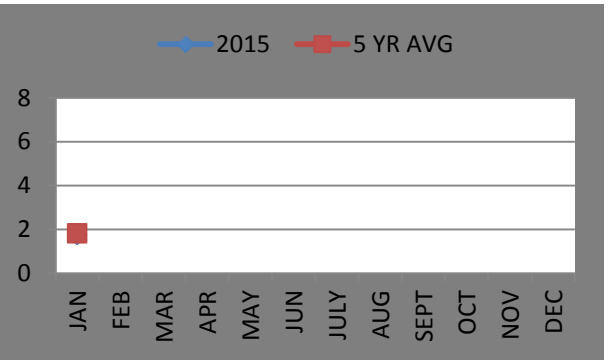


Average % TSS Removal

WATER PLANT DIVISION



Monthly Plant Production in MG



Average Daily Productions in MG/Day

Total Production Year to Date – 165.94 Million Gallons (54.08 Acre Feet)

RAW WATER REPORT

Windy Gap Firming Project – The U.S. Bureau of Reclamation, Northern Water and its Municipal Subdistrict signed a new Windy Gap carriage contract. The U.S. Bureau of Reclamation issued a Record of Decision for the Project, enabling continued progress to design and construct Chimney Hollow Reservoir.

ENGINEERING DIVISION

Base Services

1. Staff attended Wayfinding Discussion with Parks, Planning and the Consultant
2. Staff attended kick off meeting for community wide Eco Pass Technical Advisory Committee.
3. Staff is coordinating with Parks and Urban Drainage and Flood Control District on the Coal Creek Trail project finalizing the trail under the BNSF bridge with Urban Drainage. Work is schedule to begin in late February.
4. Issued eight (8) Right-of-way/Overlot Grading Permits.

Development Projects

Public Works reviewed PUD referrals, civil plans, landscape plans, drainage reports and completed inspections for the following projects:

- Hutchinson Corner – *Comments sent on 2nd Construction Plan Submittal.*
- North End Phase 2– *Working on construction acceptance.*
- Centennial Peaks Hospital – *Attended Preapplication meeting for expansion.*
- DELO Phase 1 & 1A –*2nd review of landscape and irrigation plan comments sent.*
- DELO Phase 2 Plat/ PUD–*Reviewed 2nd submittal and sent comments to planning.*
- 1960 Cherry Street – *Reviewed 2nd submittal and sent comments. Approved construction plans*

- Lanterns Landscape and Civil Construction Plans– *Plan approval*.
- Grain Elevator – *Met with Developer to go over comments.*
- DELO Core Area Agreement – *Application for reimbursement.*
- Xcel SH42 Gas Main Realignment – *Reviewed SWMP and construction plans. Comments Sent.*
- Alkonis Annexation – *Reviewed 2nd submittal and sent comments to planning.*
- Parbois – *Construction Acceptance approved*
- Centennial Valley Replat filing 6 – *Comments sent to Planning.*
- Centennial Valley Business Park block 3, lot 1 Plat and PUD (Rehab facility)- *Comments sent to planning.*

Capital Projects

1. 2014 Utility Project – Diaz Construction was issued final payment.
2. 2014 Louisville Lateral Project –Work continued through January. The project should be completed in February.
3. Bids were received for Dillon Rd & St. Andrews Traffic Signal Installation.
4. Stormwater Master Plan - JVA, Inc. continues to work on the first phase of the project.

County Road Bridge Design

Staff discussed preliminary hydraulic and geometric layouts with staff.

Dillon Road Bridge Repair Design

We are currently awaiting a task order from CDOT to move forward with the project. KDG completed survey work and preliminary plans.

Lafayette – Louisville Boundary Area Drainage Improvements (Formerly A-2)

The project team is working on the 30 percent design comments and will complete the 90 percent drawings in February. The project will be submitting to the Boulder County Land Use permitting in February as well. Staff is attending a biweekly design progress meeting with Lafayette, Urban Drainage and the consultant. The team is also coordinating with developer for DELO and the wastewater treatment plant project to coordinate timelines and project information.

Water Conservation Plan – The draft plan has been approved by the Colorado Water Conservation Board and will be presented to City Council for approval in February.

Wastewater Treatment Plant Design – The design is being finalized due to some last minute changes. The Plat and PUD were approved by the Planning Commission and City Council, and Dewberry has been retained for construction management services. The project is scheduled to be bid in March of 2015.

Louisville/Superior Interconnect – The design is at 30% with 3 alignment alternatives identified. Louisville, Superior, and consultant's staff are working on selecting the final alternative as well as engaging CDOT in design discussions because some of the pipeline will be

in CDOT's right-of-way.

South Plant Sludge Drying Beds – The project design is being finalized and being presented for Planning Commission's approval in February.

Eldorado Springs Raw Water Intake Design – The project is nearing 100% design and staff is working on approvals from the Colorado State Parks and FEMA.

Miscellaneous

1. Staff attended coordination meetings with KICP.
2. Staff is continuing their efforts on updating the Design and Construction Standards.
3. Staff continues its review of the new CDPHE Stormwater MS4 permit and coordinating with KICP for issuance of comments.
4. Staff attended a pre bid conference for the Xcel High Pressure Gas Main Replacement Project.

Inspections were performed at:

- 2015 Utility Project
- North End Phase II
- North End Block 10
- DELO
- 729 Johnson
-

Facilities Project Summary – February 2015

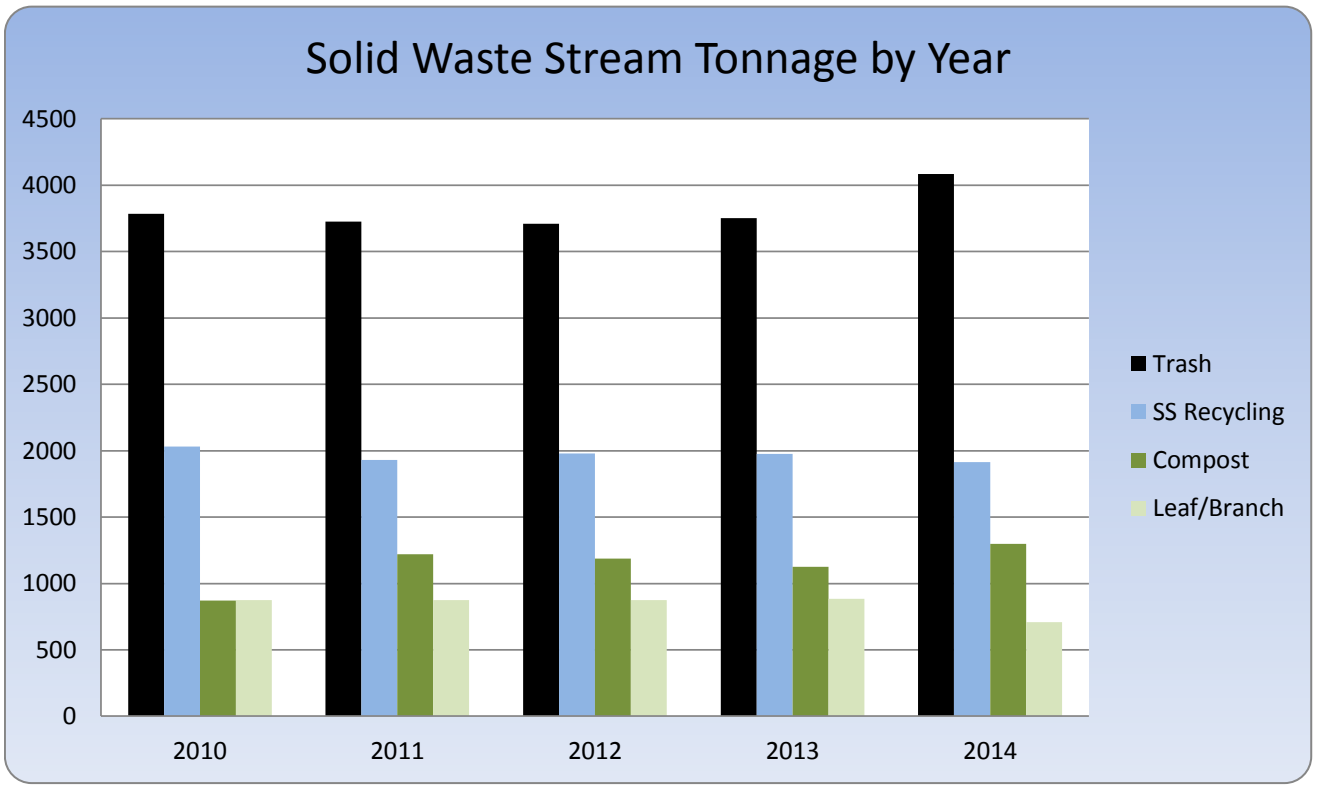
Project	Status	Remark
CH Sprinkler	95% complete	Full coverage fire sprinkler & inert gas for IT room
Recreation Center exterior sealant/weatherproofing	Complete	25 year old weatherproofing is in poor condition
Museum - Tomeo House Cellar Door	In progress	Improve access to basement and keep animals out
Library entrance drain	In progress	Prevent flooding and icing
Police & Court east sign – LED	Complete	Replace neon with LEDs
New City Services	Superstructure in progress	Attending weekly meetings and reviewing submittals
South water plant pre-treatment room HVAC replacement	Creating specification and bid package	replacement
Golf Course Clubhouse HVAC replacement	Creating specification and bid package	replacement
North water plant flooring replacement	Creating specification and bid package	Vinyl and carpet replacement
Recreation Center Racquetball lighting – north court	Refreshing bids	LED lighting for court with motion sensor – south court complete

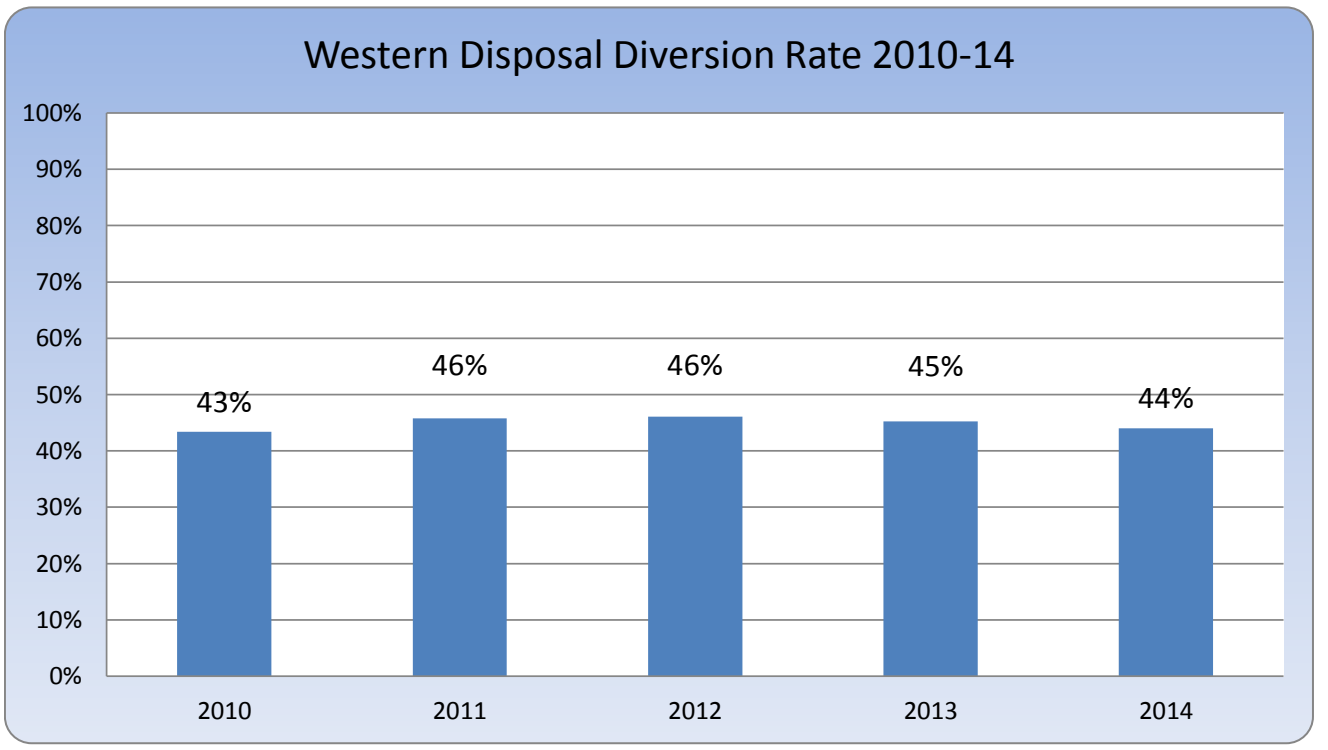
A picture is worth a thousand words…..

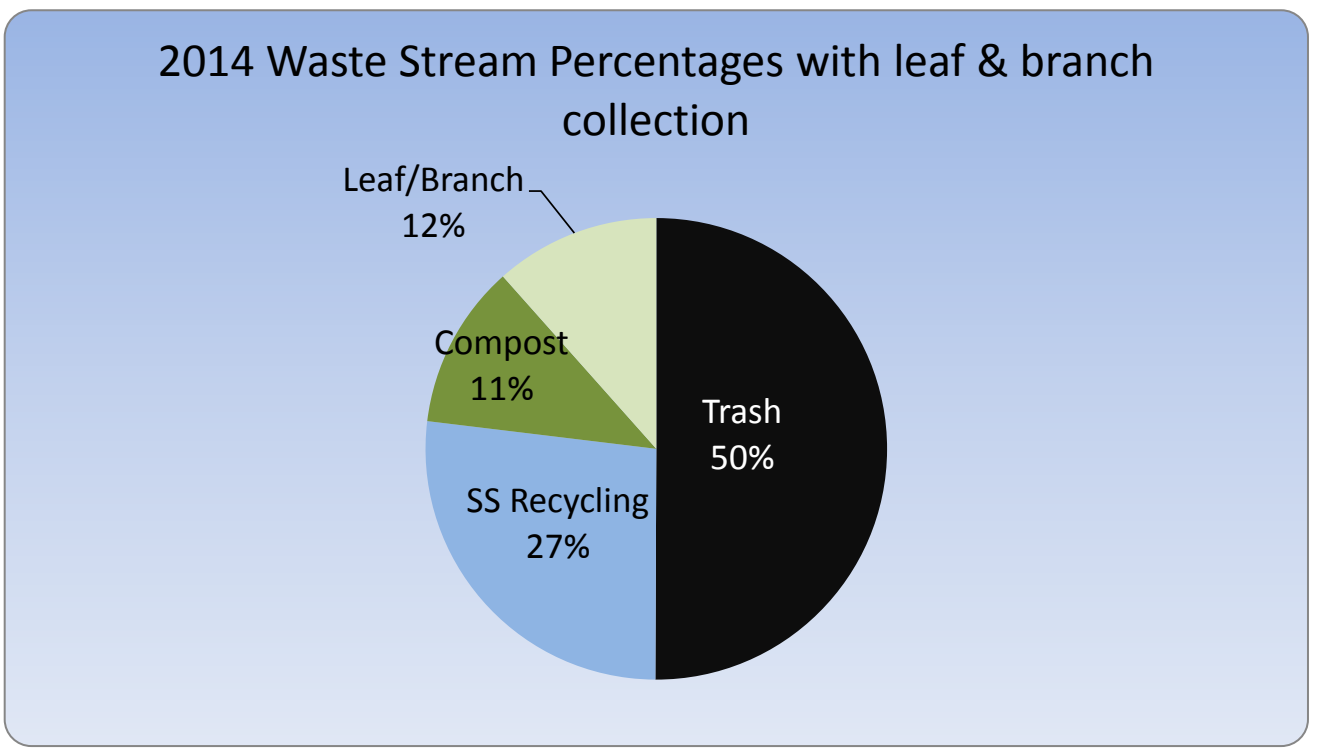
Blower door test for IT server room

Inside of High Efficiency Pool Boiler before cleaning

2014 City of Louisville Solid Waste Summary







Public Works Operations
Monthly Report for January 2015

In January, the Operations Division performed the following tasks:

240	Work orders completed
264	Utility locations
303	Pothole(s) repaired
0	Lane miles swept
2,155	Miles of snow plowed
0	Gallons of magnesium chloride applied for de-icing
198	Tons ice slicer used for de-icing
8	Signs repaired or replaced
0	Dump truck loads hauled to landfill
0	Dump truck loads of asphalt to recycle
1,711.00	Feet of sewer line TV'ed this month
0.00	Tons of Salt & Sand Mix used for de-icing
5,700.87	Feet of sewer line cleaning this month
22,169.89	Feet of sewer line root & grease cutting (Quarterly)
29,581.76	Total feet cleaned & cut for 2015
6	Install signs - non TCO
1	Traffic Control Orders (TCO) completed
8	New water meter(s) installed
5	Water meter(s) repaired or replaced
0	Emergency sewer backup response

Work performed for Utility Billing:

6,964	Water meters read
87	Door tags hung
72	Consumption check / 0 usage
30	Re-reads and finals
6	Delinquent water turn off / on

In addition to general maintenance tasks the crew typically perform,

The Operations Department continued Valve Exercising for the HIGH Zone in January 2015.

Snow Removal, as well as Plowing & Sanding requests were a priority this month.

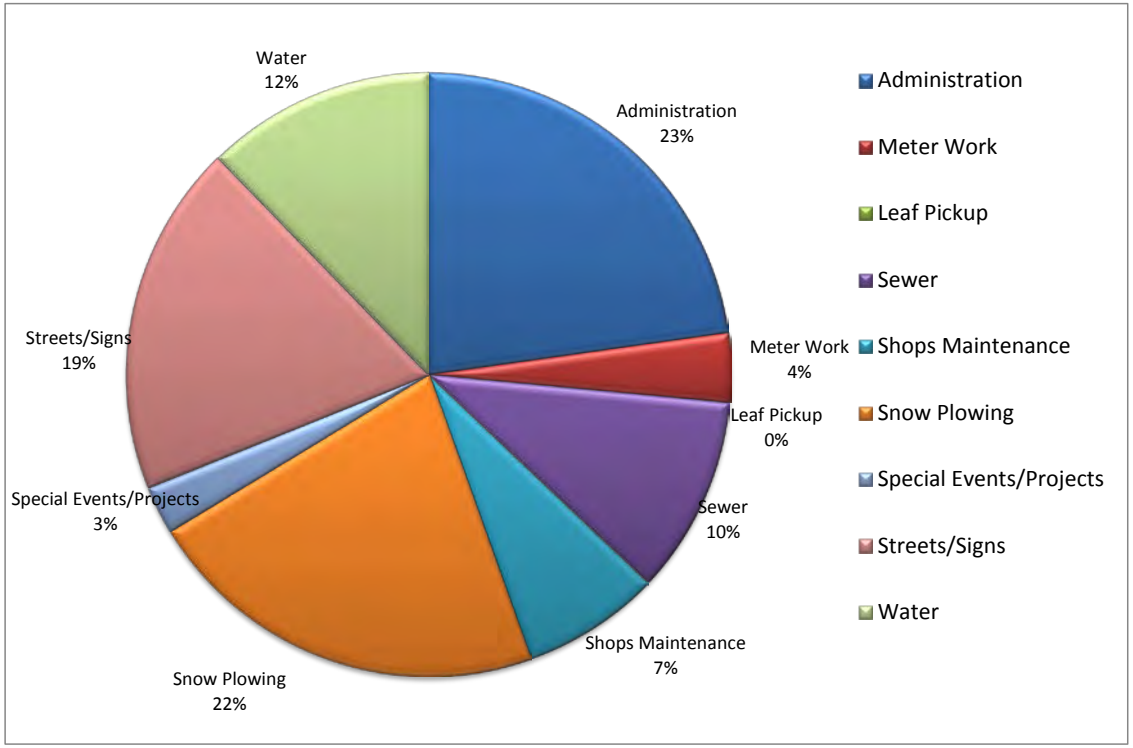
Assorted Christmas lights and City Hall's tree were deactivated and disassembled at city Hall and along Main Street.

Type of Work	Total Hours
Administration	370.00
Meter Work	60.50
Leaf Pickup	-
Sewer	172.00
Shops Maintenance	120.50
Snow Plowing	354.50
Special Events/Projects	42.00
Streets/Signs	306.00
Water	199.50
Storm Water	43.50
Fleet Maintenance	289.50
Total Manhours:	**1,958.00**

Total On/Call & Overtime Hours:	**209.00**
Total Paid Leave Hours:	**202.75**

Grand Total:	*Manhours:*	*1958.00*
	OT/On-Call:	*209.00*
	Paid Leave:	*202.75*
		2369.75

Total Hours from Timesheets:	**2386.75**
Total Unaccounted Hours:	**17**
Total Unaccounted Percent:	**1%**



City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety
749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleCO.gov

Planning and Building Safety Activity Report
January - 2015

Planning Activity
The list represents projects within the various stages of the City's development approval, including: projects submitted to the Planning Division in referral; projects recommended by the Planning Commission; and those projects approved by City Council during the month. It is important to note approved projects may not be built. Approved Planned Unit Developments (PUDs) remain eligible for issuance of building permits for three years. Activity this month includes:

1. **In Referral:**
- 9 projects (186 residential units and 106,000sf of non-residential, 48-bed rehabilitation facility). 1 withdrawn.
2. **Recommended by Planning Commission:**
- 2 projects (231 residential units(zoning); 18,404 sf of non-residential (zoning); SRU – Cross-Fit)
3. **Approved by City Council:**
2 projects (WWTP Expansion; and SRU – Cross-Fit)

Planning Summary – January 2015

Name	Description	Rezoning	Planned Unit Development		Special Review Use
			Preliminary	Final	
Downtown / Old Town					
Lawrence Enrietto	LSAB Community Garden				S
Park SRU					
Grain Elevator	PUD/SRU for 27,000 SF non-residential		CC	S	S
Industrial / CTC					
Wastewater Plant	Final PUD for expansion of City facility			S	S
South Boulder Road					
Moov Fitness	SRU for a Cross-Fit Studio			PC/CC	PC/CC
Alkonis Annexation	Annex / GDP for 231 units and 18,404 sf	PC			
Centennial Valley					
Howard Berry SRU	SRU Sludge beds for City's south waterplant				S
Physicians Dv. Group	48 bed skilled rehabilitation facility	S		S	
Revitalization District					
Wastewater Plant	Final PUD for expansion of City facility			CC	CC
Coal Creek	51 TH/Dplx Units, 30,000 sf Retail	CC	CC	S-Hold	
DELO Phase 2	5 TH, 130 APT, and 26,000 SF Commerical	CC	CC	S	
DELO Plaza	23,000 sf Retail			S	
Via Appia					
AT&T Antenna	Cell phone antenna - Louisville Rec Center			Widthdrawn	
North McCaslin					
Gateway PUD Amend	Change floor restriction, not hieght restriction			S	

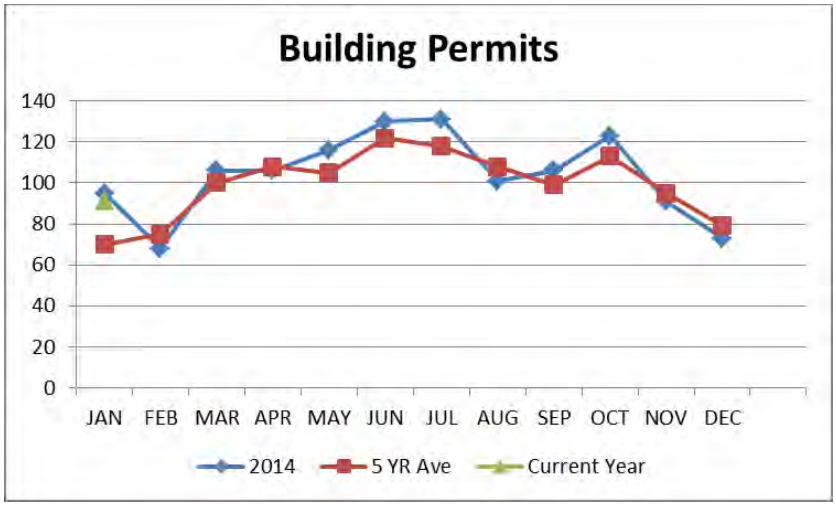
New; S – Submitted; PC – Planning Commission Recommendation; CC – City Council Approval

Development Activity
The status of approved projects is listed below.

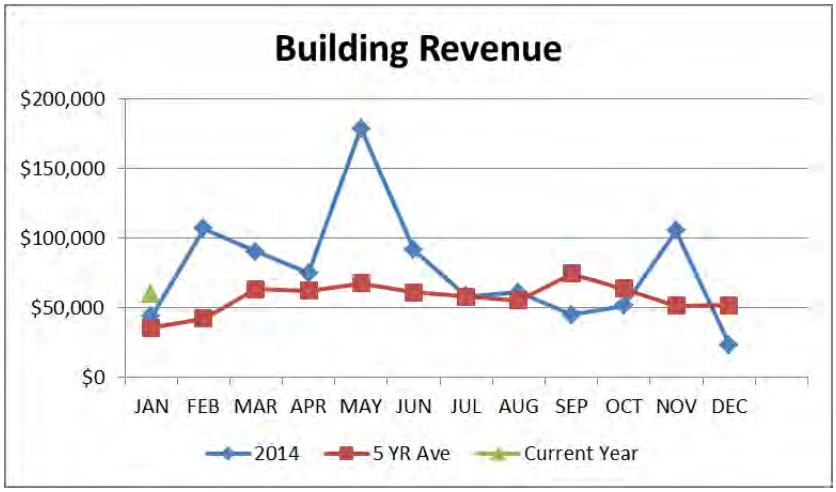
Development Summary – Janaury 2014									
Name	Approved			Permits Issued			Remaining		
	Res. (Units)	Non-Res.		Res. (Units)	Non-Res.		Res. (Units)	Non-Res.	
		SF	Use		SF	Use		SF	Use
ACTIVE PUD (PERMITS ISSUED)									
North End									
Phase 2 – PA#2 / #3	122	-	-	4	-	-	88	-	-
South Boulder Road									
Center Court	111	32,000	Retail	-	-	-	111	-	-
Downtown / Old Town									
Scrapes	-	-	-	-	-	-	-	-	-
927 Main Street	2	560	Office	-	560	Office	2	-	-
Copper Hill Subdivsion									
Copper Hill	9	-	-	-	-	-	1	-	-
Sub-Total	**244**	**32,000**	**Retail**	**4**	**560**	**Office**	**202**	**-**	**-**
INACTIVE PUD (NO PERMITS ISSUED)									
Colorado Tech Center									
Boulder Amplifiers	-	23,000	Flex						
North End									
Phase 1 - Block 10	84	-	-						
Phase 2 - PA#1	21(+17*)	65,000	Com						
Downtown / Old Town									
931 Main Street	-	2,200	Office						
Hutchinson Corner	6	-	-						
Redevelopment DIstrict									
Delo – Phase 1/1A	55	1,000	Office						
Sub-Total	**166(+17)***	**91,200**	**Mix**						

Res – Residential;
Off-Office;
Ind – Industrial;
Inst-Institutional.
* denotes a difference between the GDP and PUD

Construction Activity
Current building revenues are illustrated with the following information.



Summary by Month for Previous Year		
Previous Year 2014		
Month	Permits	Revenues
JAN	95	$43,676
FEB	68	$106,742
MAR	106	$90,464
APR	106	$74,732
MAY	116	$178,765
JUN	130	$91,403
JUL	131	$58,554
AUG	101	$61,003
SEP	106	$44,868
OCT	123	$51,294
NOV	91	$105,160
DEC	73	$23,513



Summary by Month for Last 5 years		
5 Year Average thru 2014		
Month	Avg Permit	Avg Rev
JAN	70	$35,557
FEB	75	$42,262
MAR	100	$63,410
APR	108	$62,280
MAY	105	$67,677
JUN	122	$60,902
JUL	118	$57,851
AUG	108	$55,136
SEP	99	$74,680
OCT	113	$63,857
NOV	95	$51,455
DEC	79	$51,893

BUILDING PERMITS – BY PERMIT TYPE

Jan-15	Monthly					
	Current Month		Last Year Month		5 year Avg for JAN	
	JAN 2015		JAN 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	0	$ -	0	$ -	0.2	$ 2,535
Tenant Finish Comm	2	$ 16,400	6	$ 8,095	5	$ 9,381
New Residential (SFD)	4	$ 19,541	0	$ -	2	$ 5,161
Scrapes and Rebuilds	0	$ -	0	$ -	0	$ -
Alteration/Addition to Res	13	$ 10,699	11	$ 10,171	8.2	$ 5,924
Duplex	0	$ -	0	$ -	0	$ -
Townhomes 3 & 4 units	0	$ -	0	$ -	0	$ -
Townhomes 5 or more	0	$ -	6	$ 15,732	2.6	$ 7,306
Multifamily (Apartments)	0	$ -	0	$ -	0.2	$ 5,161
Demo Residential	2	$ 100	4	$ 200	1.6	$ 80
Demo Commercial	0	$ -	0	$ -	0	$ -
Minor and Trade	70	$ 13,722	68	$ 9,478	50.4	$ 7,084
TOTALS	**91**	**$ 60,462**	**95**	**$ 43,676**	**70**	**$ 42,632**

BUILDING REVENUES – BY PERMIT TYPE

Jan-15	Yearly					
	Current YTD		Previous YTD		5 Year Avg YTD	
	JAN 2015		JAN 2015			
Permits	Permits	Revenues	Permits	Revenues	Permits	Revenues
New Commercial	0	$ -	0	$ -	0	$ -
Tenant Finish Comm	2	$ 16,400	6	$ 8,095	5	$ 9,381
New Residential (SFD)	0	$ -	0	$ -	2	$ 5,161
Scrapes and Rebuilds	0	$ -	0	$ -	0	$ -
Alteration/Addition to Res	17	$ 30,240	11	$ 10,717	8.2	$ 5,924
Duplex	0	$ -	0	$ -	0	$ -
Townhomes 3 & 4 units	0	$ -	0	$ -	0	$ -
Townhomes 5 or more	0	$ -	5	$ 15,732	2.6	$ 7,306
Multifamily (Apartments)	0	$ -	0	$ -	0.2	$ 3,927
Demo Residential	2	$ 100	4	$ 200	1.6	$ 80
Demo Commercial	0	$ -	0	$ -	0	$ -
Minor and Trade	70	$ 13,722	68	$ 9,478	75	$ 7,074
TOTALS	**91**	**$ 60,462**	**94**	**$ 44,222**	**94.6**	**$ 38,853**

Louisville Public Library Report
2014 Programming

LOUISVILLE PUBLIC LIBRARY: 2014 STATISTICS													
CATEGORY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
PROGRAMS/ATTENDANCE													
No. of **Adult** Programs	7	8	8	9	7	7	4	2	9	11	6	8	86
Attendance	244	88	179	148	128	55	69	29	153	148	119	137	1,497
No. of **Teen** Programs	8	8	12	8	7	13	17	3	8	9	10	9	112
Attendance	53	39	99	44	61	94	156	35	65	55	68	67	836
No. of **Children's** Programs	55	48	65	72	48	50	61	40	57	56	34	30	616
Attendance	1,780	1313	2,171	1,983	1398	1,688	2,098	1,484	1,710	1,973	1138	1060	19,796

Focus on Children's Programming

Staff-led Weekly Story Times

CHILDREN'S SERVICES	No. of Programs	No. of Guests
Baby Story Time | WED	49	2192
Baby Story Time | THUR	50	1980
Toddler Story Time | WED	49	2579
Toddler Story Time | THUR	50	2305
Preschool Story Time | WED	49	1351
Preschool Story Time | THUR	50	1480

Volunteer-led Events

CHILDREN'S SERVICES	No. of Programs	No. of Guests
All Ages Story Time | SAT	47	685
French Story Time	9	166
Spanish Story Time	22	46
Read to Rover	10	37
Reading Buddies	48	1584

Weekly story times are the Library's most popular programs, which occasionally draw budding clebrities, including princesses.

LOUISVILLE MUNICIPAL COURT MONTHLY COURT REPORT 2015

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
0 POINT VIOLATIONS	1												1	0
1 POINT VIOLATIONS	1												1	1
2 POINT VIOLATIONS	3												3	4
3 POINT VIOLATIONS	15												15	8
4 POINT VIOLATIONS	33												33	41
6 POINT VIOLATIONS	2												2	0
8 POINT VIOLATIONS	0												0	0
12 POINT VIOLATIONS	0												0	0
SUB TOTALS	55	0	0	0	0	0	0	0	0	0	0	0	55	54
SPEED VIOLATIONS														
1 POINT VIOLATIONS	0												0	4
4 POINT VIOLATIONS	20												20	53
6 POINT VIOLATIONS	3												3	5
12 POINT VIOLATIONS	0												0	0
SUB TOTALS	23	0	0	0	0	0	0	0	0	0	0	0	23	62
PARKING VIOLATIONS														
PARKING	53												53	6
PARKING/FIRE LANE	0												0	0
PARKING/HANDICAPPEI	1												1	2
SUB TOTALS	54	0	0	0	0	0	0	0	0	0	0	0	54	8
CODE VIOLATIONS														
BARKING DOGS	0												0	1
DOG AT LARGE	0												0	0
WEEDS/SNOW REMOVA	0												0	1
JUNK ACCUMULATION	0												0	0
FAILURE TO APPEAR	2												2	3
RESISTING AN OFFICER	0												0	0
DISORDERLY CONDUCT	0												0	0
ASSAULT	0												0	0
DISTURBING THE PEACI	0												0	0
THEFT	0												0	0
SHOPLIFTING	0												0	1
TRESPASSING	0												0	0
HARASSMENT	0												0	1
MISC CODE VIOLATIONS	4												4	0
SUB TOTALS	6	0	0	0	0	0	0	0	0	0	0	0	6	4
TOTAL VIOLATIONS	138	0	0	0	0	0	0	0	0	0	0	0	138	128
CASES HANDLED														
GUILTY PLEAS	70												70	17
CHARGES DISMISSED	12												12	14
*MAIL IN PLEA BARGAIN	30												30	79
AMD CHARGES IN COUF	26												26	19
DEF/SUSP SENTENCE													0	1
TOTAL FINES COLLECTE	$ 9,597.00												$ 9,597.00	$ 12,950.00
COUNTY DUI FINES	$ 1,669.26												$ 1,669.26	$ 559.69
TOTAL REVENUE	$ 11,266.26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,266.26	$ 13,509.69

SUBJECT: **AWARD BID FOR THE 2015 DILLON ROAD / ST. ANDREWS LANE TRAFFIC SIGNAL INSTALLATION**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DEPARTMENT**

SUMMARY:
On January 28, 2015, staff received the three bids for the 2015 Dillon Rd. / St. Andrews Ln. Traffic Signal Installation Project listed below:

Contractor	Bid
Interface Communications Co.	$317,999.76
Technology Constructors, Inc.	$381,276.00
WL Contractors	$436,121.00

Staff will coordinate public notifications through the City website, contractor delivered notices and HOA newsletters.

The anticipated schedule for this project will be from March 1 to July 8. Work will be completed in two phases. The first phase will include demolition, concrete work, installing traffic signal pole foundations, and ordering poles and equipment. The second phase will include installing the traffic signal poles and equipment once it is received, and restoring landscaping.

FISCAL IMPACT:

CIP Fund	
042-499-55310-69	$ 391,000.00
Expenses	
Construction Contract	$ 317,999.76
* Soft Costs	$ 10,000.00
Contingency (15%)	$ 47,800.00
Total Remaining Funds	**$ 15,200.24**

*Soft Costs include materials testing and coordination with Xcel Energy.

The intersection of St. Andrews and Dillon Road contains numerous utilities. The plans have used potholing and utility locates to locate signal components. Staff requests a 15% contingency to address possible utility conflicts resulting from inaccurate utility locates.

RECOMMENDATION:
Staff recommends City Council award the 2015 Dillon Rd. / St. Andrews Ln. Traffic Signal Installation Project to Interface Communications, Inc. per their bid of $317,999.76, authorize staff to execute change orders up to $47,800.00 as a project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):
1. Agreement
2. Project illustration

AGREEMENT

THIS AGREEMENT is made and entered into this _____day of _____ in the year 2015 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

INTERFACE COMMUNICATIONS COMPANY
(hereinafter called CONTRACTOR)

OWNES and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2015 DILLON RD. / ST. ANDREWS LN. TRAFFIC SIGNAL INSTALLATION
PROJECT NUMBER: 042-499-55310-69

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by July 8, 2015 and within **100 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **120 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **ONE THOUSAND DOLLARS ($1,000)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of three hundred seventeen thousand nine hundred ninety-nine and 76/100 ($317,999.76) as set forth in the Bid Form of the CONTRACTOR dated January 28, 2015.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

4.1.1.1 Prior to final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".

5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.

5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract

Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **2015 DILLON RD. / ST. ANDREWS LN. TRAFFIC SIGNAL INSTALLATION**

6.10 Change Orders, Addenda and other documents which may be required or specified including:

6.10.1 Addenda No. _1_ to _1_ exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Notice of Award
6.10.7 Performance Bond
6.10.8 Labor and Material Payment Bond
6.10.9 Certificates of Insurance
6.10.10 Notice to Proceed
6.10.11 Contractor's Proposal Request
6.10.12 Contractor's Overtime Request
6.10.13 Field Order
6.10.14 Work Change Directive
6.10.15 Change Order

6.10.16 Application for Payment
6.10.17 Certificate of Substantial Completion
6.10.18 Claim Release
6.10.19 Final Inspection Report
6.10.20 Certificate of Final Completion
6.10.21 Guarantee Period Inspection Report

6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.

7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 2015.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

(CORPORATE SEAL)

Attest: _____
Nancy Varra, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: Interface Communications Co.

By: _____

(CORPORATE SEAL)

Attest: _____

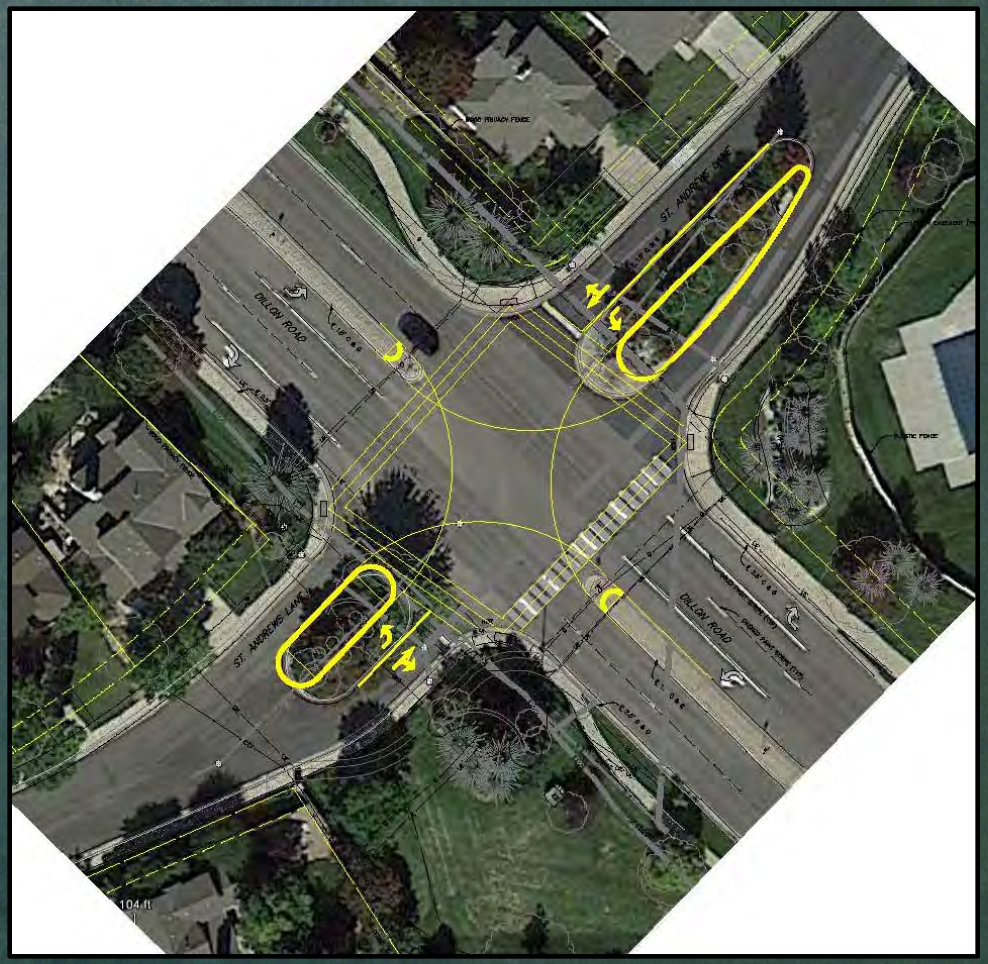
Address for giving notices:

_____

_____

_____

Signal Installation w/ Widening to the Inside



Construction Phasing

March 1 – July 8

-Phase 1

Demolition, Asphalt, Concrete, Setting of Pole Foundations

-Phase II

Signal Installation, Landscaping, Irrigation

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: **RESOLUTION NO. 8, SERIES 2015 – A RESOLUTION DESIGNATING THE ATKIN HOUSE AND SHED LOCATED AT 1101 GRANT AVENUE A HISTORIC LANDMARK**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **LAUREN TRICE, PLANNING AND BUILDING SAFETY DEPARTMENT**

SUMMARY:
Case #2014-016-LA is a request to landmark a historic residential structure and shed located at 1101 Grant Avenue (Lots 1-4, Block 6, Capitol Hill Addition). The home was constructed circa 1905. The applicants and owners are Kathy Valentine and Janet Stonington.

HISTORICAL BACKGROUND:
Information from Historian Bridget Bacon

This was first the home of Samuel and Mattie Barrett, then the home of the Samuel and Olive Atkin family for about seventy years from about 1915 until 1984. Both Samuel Barrett and Samuel Atkin worked as coal miners in the Louisville area.

Atkin Family, Owners 1915-1984

By 1915, Samuel Atkin purchased 1101 Grant as the result of a foreclosure. Samuel Atkin's parents, William and Margaret Atkin, were some of Louisville's early settlers from England. The family was living in Louisville by the time of the 1885 Colorado State Census. The Louisville directory for 1916 listed Samuel Atkin as being the foreman of the Rex Mine and his father, William, as being the superintendent of the Rex Mine.

(Please refer to attachment for complete history of the property.)

1101 Grant Avenue - 1948 Assessor's Photo

1101 Grant - Current Photo

1101 Grant - Current Photo

1101 Grant – Current Photo – Shed/Carport

ARCHITECTURAL INTEGRITY:
The one-story house was constructed circa 1905 and has maintained a high level of integrity. The corner property, made up of four lots, also has a shed/carport along the alley. The hipped roof house with overhanging eaves is clad in stucco. The wrap around porch on the southwest corner of the house was, most likely, not original to the house but added prior to the 1948 assessment. The porch has square supports, decorative brackets, and a low wall. The wood, double-hung, 3/1 windows appear to be original. Other window types include casements and 1/1 double hung windows. The front door and original rear door have single-light, transom windows, typical of the early 20th century.

According to the County Assessor's Card, the square footage of the first floor of the house has remained the same since 1948. The 1948 Assessor's card shows sketch with gabled addition on the south side, rear addition, and enclosed rear porch. The current owners added a finished second floor in the existing attic of the house. The second floor remodel continued the existing roofline towards the rear of the house adding additional space. Overall, the form and high quality of design has been maintained, giving it a strong integrity.

HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:
Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A). The City Council may exempt a landmark from the age standard if it is found to be exceptionally important in other significance criteria:

1. Historic landmarks shall meet one or more of the following criteria:
- *a. Architectural.*
  - *(1) Exemplifies specific elements of an architectural style or period.*
  - *(2) Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
  - *(3) Demonstrates superior craftsmanship or high artistic value.*
  - *(4) Represents an innovation in construction, materials or design.*
  - *(5) Style particularly associated with the Louisville area.*
  - *(6) Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
  - *(7) Pattern or grouping of elements representing at least one of the above criteria.*
  - *(8) Significant historic remodel.*
- *b. Social.*
  - *(1) Site of historic event that had an effect upon society.*
  - *(2) Exemplifies cultural, political, economic or social heritage of the community.*
  - *(3) Association with a notable person or the work of a notable person.*
- *c. Geographic/environmental.*
  - *(1) Enhances sense of identity of the community.*
  - *(2) An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville….*

3. All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:
- *a. Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
- *b. Retains original design features, materials and/or character.*
- *c. Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
- *d. Has been accurately reconstructed or restored based on historic documentation.*

Staff has found this application complies with the above criterion by the following:

Architectural Significance – *Exemplifies specific elements of an architectural style or period.*
The house is unique for Louisville because of its transom windows, high ceilings, wrap around porch and other elements of the Craftsman style.

Social Significance - *Exemplifies cultural, political, economic or social heritage of the community.*
The property was owned by a prominent Louisville family for over 60 years.

HISTORIC PRESERVATION COMMISSION ACTION:
The HPC held a public hearing on the application on January 12, 2015. The commission voted 7-0 to recommend approval of the landmark application to City Council. The HPC determined the structure had maintained significant architectural integrity and has a strong social history.

RECOMMENDATION:
The structures appear to have maintained significant architectural integrity since their construction in 1905. The overall form and stylistic elements has been maintained. The building also has a significant social history. Staff recommends that the house be named the for the Atkin family who lived in the house for over 60 years. Staff recommends Council approve Resolution No. 8, Series 2015 designating the structures at 1101Grant (Atkin House) a historic landmark.

ATTACHMENTS:
1. Resolution No. 8, Series 2015
2. Historic Preservation Commission Resolution No. 01, Series 2015
3. Historic Preservation Commission Minutes, January 12, 2015
4. Social History
5. Landmark Application
6. Additional Photos
7. Presentation

RESOLUTION NO. 8
SERIES 2015

A RESOLUTION DESIGNATING THE ATKIN HOUSE AND SHED LOCATED AT 1101 GRANT AVENUE A HISTORIC LANDMARK

WHEREAS, a historic landmark application for the Atkin House and shed, located at 1101 Grant Avenue, on property legally described as Lots 1-4, Block 6, Capitol Hill Addition; has been submitted to the City Council; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1905, and has retained its architectural form, and exemplifies elements of the Craftsman style; and

WHEREAS, the building has social significance because of its association with the Atkins family for over 60 years; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structures are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The proposed historic landmark application for the Atkin House and Shed is hereby approved and is hereby designated a historic landmark to be preserved as such.

2. An incentive of $1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.

3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 17th day of February, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

RESOLUTION NO. 01
SERIES 2015

A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE LANDMARK DESIGNATION FOR HISTORICAL RESIDENTIAL STRUCTURES LOCATED ON 1101 GRANT STREET

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination for a historical residential structure located at a 1101 Grant Avenue, on property legally described as Lot 1-4, Block 6, Capital Hill Addition, Town of Louisville, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application; and

WHEREAS, 1101 Grant (Atkin House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community considering its association with prominent families in Louisville; and

WHEREAS, the Atkin House has architectural significance because it represents the a specific elements of the Craftsman style and

WHEREAS, the HPC finds that these and other characteristics specific to the Atkins House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the Atkin House be approved for the following reasons:

1. Architectural integrity of the overall form and Craftsman style elements.
2. Association with a prominent Louisville family.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Kirk Watson, Chairperson

Historic Preservation Commission

Meeting Minutes

January 12, 2015
City Hall
749 Main Street
7:00 PM

Call to Order –Chairperson Watson called the meeting to order at 7:02 PM.

Roll Call:

Commission Members Present:
Lynda Haley, Dana Echohawk, Kirk Watson, Peter Stewart, Deborah Fahey, Mike Koertje and Jessica Fasick

Commission Members Absent:
none

City Representatives:
Lauren Trice, Planner I

Public Hearing – Landmark Request – 1101 Grant

Trice presented the information in staff's report. She presented the social history of the structure. She then stated the purpose of the application is to request a landmark for the structure. She stated the structure should be considered for eligibility for local landmarking based on its architectural integrity. She recommends the house be named for the Atkins Family, who owned the house for over 60 years.

Watson asked if the applicant

Koertje asked if the landmarking was just for the house.

Trice said it was for the whole house.

Stewart asked if the shed was a contributing structure.

Trice stated it does appear to have significance but it is unclear of the exact age. It does appear to be over 50 years.

Kathy Valentine, applicant, stated they want to landmark because the house has been around for over 100 years and the mining history of the previous owners. She is wishing to have the house retained if they ever sell. She believes the house has an interesting past, including the addition done in 1930.

Watson thanked her for her contribution. He then asked if they were going to do anything with their garage.

Valentine stated they might consider placing a 3 car garage in the area that we have. She stated they would keep the existing garage as a shed.

Stewart asked about the reasonable condition of the house and if there is any work that needs to be done.

Valentine stated the house is in awesome condition but the back entry stairway and enclosed porch might need some assistance, such as insulation. She also stated the front porch might need some assistance as well.

Leary stated he was in support of this request and believes this house should become an example of how a house can be adequately added onto and still be livable.

Leslie Julian, neighbor, states she is in support of the landmarking and is glad it isn't being scraped.

Commission Discussion and Motion

Fahey stated she believes this is a wonderful house and is very appreciative of the action. She agrees with Leary about the additions.

Koertje agrees with Fahey.

Echohawk stated she was happy the entire property is being considered.

Stewart stated this application meets the criteria of architectural and social integrity. He emphasized the siting of this house on the property is also unique and adds to Old Town diversity.

Stewart made a motion to approve this application based on its compliance with the criteria.

Fahey seconded the motion.

Koertje added a friendly amendment to state the landmark includes the other structures on the property. He then asked if the name, Atkins House, was acceptable.

Valentine asked if it makes a difference as to what the house is named.

Stewart stated usually it is associated with the most significant person who owned the property.

Valentine stated she agrees with the name Atkins House because of their involvement in the community.

Watson stated the resolution does not appear to be as specific as stating the landmark is for the entire property. He asked if Koertje wanted to make any changes to the language.

Koertje stated he would.

Watson asked if Stewart would be open to a friendly amendment to include more specific language.

Stewart stated he will wait until he hears the language. He states in general a landmark usually includes everything within in the property lines.

Watson stated he is only concerned because the resolution states “structure” and not “structures”. He recommended changing “on” to “and”.

Koertje agreed and stated we should remove the word “commercial”.

Stewart accepted the amendments.

Motion was approved 7 to 0.

Louisville Historical Museum
Department of Library & Museum Services
City of Louisville, Colorado
January 2015

City of Louisville
COLORADO • SINCE 1878

1101 Grant Ave. History

Legal Description: Lots 1 through 4, Block 6, Capitol Hill Addition

Year of Construction: circa 1905

Summary: This was first the home of Samuel and Mattie Barrett, then the home of the Samuel and Olive Atkin family for about seventy years from about 1915 until 1984. Both Samuel Barrett and Samuel Atkin worked as coal miners in the Louisville area.

History of the Capitol Hill Addition

J.C. Williams, who was a mine superintendent with the Rocky Mountain Fuel Company, and Irving Elberson, who was a banker, were the developers of the Capitol Hill Addition. The plat for this addition was filed with the County in 1904.

Barrett Ownership, circa 1905 until circa 1915, and Discussion of Date of Construction

By a deed recorded in 1906, Samuel S. Barrett purchased Lots 1 through 4, Block 6, of the Capitol Hill Addition.

Samuel Stevenson Barrett was born in 1872 in either Illinois or Pennsylvania (available records differ). His parents had been born in Scotland. His wife, Martha "Mattie" Eustice, was born in 1881 in Colorado to parents who had emigrated from England. They married in about 1902. By 1904, they were living in Louisville at La Farge and Pine, according to the 1904 directory for Louisville. The 1906 directory for Louisville, which did not include locations of residences, lists Barrett as being a miner.

The 1910 federal census shows Samuel and Mattie Barrett to be living on Grant, and based on who was listed on the census page as living near them, they were living at 1101 Grant Ave. at the time. Samuel was listed as being a coal mine superintendent, and as owning his house. There were no children listed as part of their household.

County property records indicate the possibility that the Barretts may have been overextended. Samuel Barrett's involvement in the Silver Queen Lode mine near Nederland may have played a role in his ability to keep his home in Louisville. Samuel Barrett signed at least three deeds of trust (mortgages) secured by his property at 1101 Grant, one of which had two extensions filed with the County. Samuel signed over his interest in 1101 Grant to Mattie Barrett, and Mattie Barrett filed a Declaration of Homestead with the County that was recorded in 1914. This could have been an effort to shield 1101 Grant from the reach of creditors. County property records indicate that by 1915, the Barretts lost their property at 1101 Grant Ave. due to a foreclosure and the filing of a Sheriff's Certificate of Levy. Next, Samuel Atkin purchased 1101 Grant, as documented by a Public Trustee's Certificate of Purchase that was recorded with the County in 1915.

By 1913, directories listed the Barretts as living in Boulder and listed Samuel Barrett as working as a miner. It is not known whether they had already lost their house at 1101 Grant at this point. They eventually moved away from Boulder County. Later census records indicate that Samuel Barrett found work as a carpenter, and Mattie Barrett worked as a dressmaker.

The County gives the year 1905 as the date of construction for this house, both on the current County Assessor website and on the Assessor card completed in 1948. However, the County is sometimes in error with respect to the dates of construction of Louisville buildings, so other evidence is looked to. The subdivision was platted in 1904. The house does appear in the correct location on the 1909 Drumm's Wall Map of Louisville, so it was standing by 1909. (The original house is shown on the 1909 map as being located on Lot 3 at that time.) This narrows the years when it could be been constructed to between 1904 and 1909.

The warranty deed conveying Lots 1 through 4 from the developers to Samuel Barrett was recorded in 1906, but could have been executed earlier, as deeds in the late 1800s and early 1900s were not always immediately recorded like they are today. It is assumed that Barrett had the house constructed, but this can't be substantiated. For all of these reasons, the County's year of construction is probably approximately correct, and the estimated year of construction is "circa 1905."

Atkin Family Ownership, circa 1915-1974

By 1915, Samuel Atkin purchased 1101 Grant as the result of a foreclosure. The Atkin family ended up owning the house for about seventy years.

Samuel Atkin's parents, William and Margaret Atkin, were some of Louisville's early settlers from England. The family was living in Louisville by the time of the 1885 Colorado State Census. Samuel, the youngest, was born in Colorado in 1884, and his three siblings who lived to adulthood had been born in England and came to Louisville

as children. The Atkin family settled into the house with the current address of 721 La Farge Ave. in Louisville.

In about 1905, Samuel Atkin married Olive Venette, who had been born in Colorado in 1887. They had three children who survived to adulthood: Virginia (1908-1974); Wilma "Dixie" (1914-1964); and Venetta (1924-1996).

All three daughters graduated from Louisville High School, and records available on Ancestry.com suggest that all three also attended Colorado State Teachers College, which was an impressive accomplishment for a Louisville family for that time period.

Virginia Atkin became a teacher and married Edward Flint, another teacher.

Wilma Atkin married William Jenkins, who had been one of two survivors of the 1936 Monarch Mine Explosion that killed eight miners. They divorced and she remarried to Anthony Holmes. According to her 1964 obituary, she was a medical secretary and was the former president of the Colorado Association of Medical Assistants.

Venetta Atkin was a cadet nurse in World War II and worked as an X-ray technician in 1953, when she was still living at 1101 Grant. She married Keith Shriver.

The Louisville directory for 1916 listed Samuel Atkin as being the foreman of the Rex Mine and his father, William, as being the superintendent of the Rex Mine. The 1916 directory also listed Samuel and Olive Atkin as residing at 608 Grant Ave., which is the former address of 1101 Grant (Louisville's address system changed in the late 1930s).

The 1920, 1930, and 1940 census records show Samuel and Olive Atkin and their family to be living at 1101 Grant. In 1920, the family consisted of Samuel, Olive, Virginia, and Wilma. In 1930, the residents were Samuel, Wilma, and Venetta. In 1940, it was Sam (age 55), Olive (age 52), and Venetta (age 15) living in the house. Samuel's sisters, Margaret Taylor, Mary Jane Taylor, and Isabella Clark, lived nearby at 841 Lincoln, 1101 Jefferson, and 1041 Jefferson, respectively.

Samuel Atkin died in 1940. Olive Atkin continued to reside in their home, living on a "coalminer's pension," according to her relatives. She lived another 29 years and died in 1969.

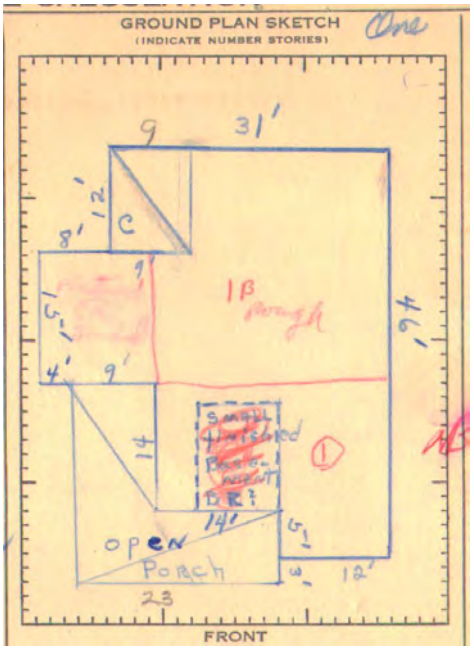
Following the death of Olive Atkin, heirs Virginia Atkin Flint and Wilma Atkin Holmes' son, William, deeded their property interests in the house to the third heir, Venetta Shriver. She conveyed ownership to herself and her husband, Keith Shriver, in 1971.

Venetta and Keith Shriver owned the house from 1971 until 1984. During that period, they rented the house to Roger Dayhoff (1935-2004). His wife, Donna Domenico

Dayhoff (1936-2004), who was a longtime Boulder County employee, was also listed in public documents as having been a resident of the house.

The following photo of the building is from the County Assessor Card and is believed to date from 1948. The square footage of the house in 1948 was stated to be 1273 square feet, which is the same as what the County Assessor lists as being on the first floor today (and today, there are 548 additional square feet on the second floor). The full assessor card can be viewed here: http://louisville.pastperfect-online.com/30967cgi/mweb.exe?request=record;id=93B30B69-467F-4685-93DF-702381295609;type=301 .

The following is the ground layout of the house as shown on the County Assessor card, with the blue markings dating from 1948 and the red markings from 1950 and 1964. The regular black pencil markings on this card appear to date from 1958.



Some notations on the card give some possible insight about Olive Atkin's financial situation as a widow. A handwritten notation dated 5-16-1958 states: "House is going Down hill fast / allow 60% Dep." A notation dated 1-17-1964 states: "I talked to Mrs. Atkins on the phone + explained that we cannot Depreciate the property any more - ."

Later Owners

In 1984, Venetta Atkin Shriver and Keith Shriver sold 1101 Grant to Valentine and Jill Leiker. They are remembered as having renovated the house, including adding a new kitchen and doing plumbing and electrical work.

In 1986, Janet Stonington and Kathy Valentine purchased 1101 Grant, and they are the current owners. They have indicated that they added the second floor to the house.

Sources

The preceding research is based on a review of relevant and available online County property records, census records, oral history interviews, and related resources, and Louisville directories, newspaper articles, maps, files, obituary records, survey records, and historical photographs from the collection of the Louisville Historical Museum.

City of Louisville

Landmark Designation Nomination Form

(6/09)

DATE: 5/10/2014

LANDMARK APPLICATION FOR:

☒ Individual Site/Building Landmark ☐ Historic District

NOMINATION MADE BY:

☒ Owner ☐ City Council
☐ Historic Preservation Commission ☐ Third Party

Name: Kathy Valentine Janet Stonington
Address: 1101 GRANT AVE
Phone: 3-810-6456 (Kathy) Email Valstone2@hotmail.com (Kathy)
Relationship to Owner:

LOCATION OF PROPOSED LANDMARK:

Address: 1101 GRANT AVE
Legal Description (Lot Number, Block Number, and Subdivision):

Property Name (Historic and/or Common):

Former Addresses (If Known):

OWNER INFORMATION
(For district applications, please attach separate sheet)

Name: SAME AS ABOVE
Address:
Phone:

BOUNDARIES and TYPE OF DESIGNATION

Description of Boundary Determination:

Corner of Grant + Short with an alley to the West.

CLASSIFICATION

Category	Ownership	Status	Present Use	Existing Designation
☒ Building	☐ Public	☒ Occupied	☒ Residential	☐ National Register
☐ Structure	☒ Private	☐ Unoccupied	☐ Commercial	☐ Colorado Register
☐ Site			☐ Educational	
☐ District			☐ Religious	
☐ Object			☐ Agricultural	
			☐ Government	
			☐ Other	

SIGNIFICANCE

☒ **Site/Building is Over 50 Years Old and meet one of the following standards**

☐ ***Historic Landmark of Significance – must meet one (1) or more of the following criteria***

☐ **Architectural Significance:** The property:

- exemplifies specific elements of an architectural style or period;
- is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
- represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
- shows a pattern or grouping of elements representing at least one of the above criteria; or
- is a significant historic remodel.

☐ **Social Significance:** The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.

☐ **Geographic or Environmental Significance:** The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

☐ ***Prehistoric or Archaeological Site*** The property has yielded, or may be likely to yield, information important in prehistory or history.

HISTORICAL INFORMATION

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

ARCHITECTURAL and PHYSICAL DESCRIPTION
(Attach a separate sheet if needed)

Construction Date: 1905

Architect/Builder:

Building Materials: WOOD + STUCCO

Architectural Style:

Special Features/Surroundings: Set back, Corner lot, Wraparound Porch

Describe any additions or alterations to the property:

UPSTAIRS – ADDED ON – BUILT INTO ATTIC

REFERENCE LIST or SOURCES OF INFORMATION
(Attach a separate sheet if needed)

PHOTOS

Please include photos of EACH ELEVATION of EACH BUILDING and STRUCTURE on the property.

FOR OFFICE USE ONLY

Application Number _____

Date Filed with Planning Department _____

Date Determined "Eligible"_____ Date Determined "Ineligible"_____

Application ☐ Approved ☐ Denied

HPC Resolution # _____, CC Resolution # _____,

Date Recorded _____

1101 Grant Avenue
Additional Photos

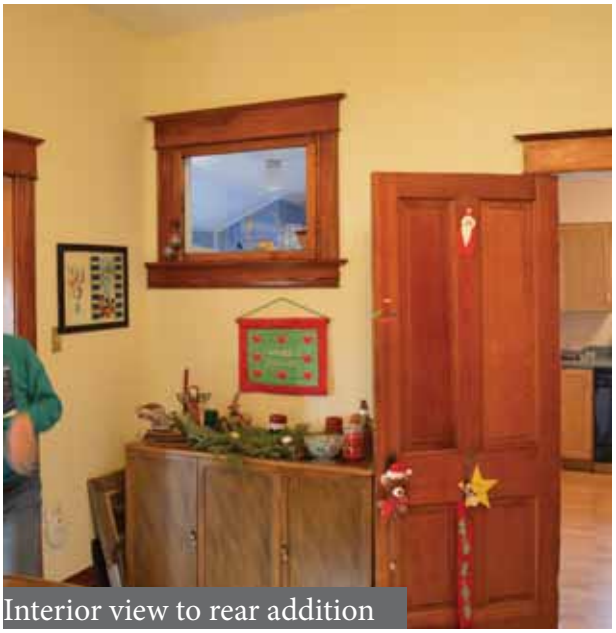
Full Site from Intersection

Interior view of gable addition

Rear door in enclosed porch

Southeast Corner

Interior


Interior view to rear addition

Wooden storm window

City Council – Public Hearing

1101 Grant Avenue

Landmark Request

Resolution No. 8, Series 2015

A request to landmark the Atkin House and Shed at 1101 Grant Avenue.

Prepared by:
Dept. of Planning & Building Safety

1101 Grant Avenue– Location

1101 Grant– Social History

1948 Assessor's Photo

- Constructed in 1905
- Owned by the Atkin family from 1915 until 1984
- Samuel Atkin was the foreman of the Rex Mine.

1101 Grant– Architectural Integrity

Current Photo

- 4 lots on the corner
- Elements of the Craftsman style
- Maintained form and high quality of design

1245 Grant– Conclusion

Staff recommends approval of Resolution No. 8, Series 2015, designating the Atkin House and Shed a historic landmark, for the following reasons:

1. The house has retained significant architectural integrity.
2. The house has been associated with the Atkin family for over 60 years.

SUBJECT: **ORDINANCE NO. 1678, SERIES 2015 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW FOOD TRUCKS, FOOD CARTS, AND MOBILE RETAIL FOOD ESTABLISHMENTS TO OPERATE AT THE COAL CREEK GOLF COURSE WITHIN A RESIDENTIAL ZONE DISTRICT – 2nd Reading – Public Hearing – (Advertised *Daily Camera* 02/08/2015)**

DATE: **FEBURARY 17, 2015**

PRESENTED BY: **TROY RUSS, AICP, PLANNING AND BUILDING SAFETY**

SUMMARY:
On May 20, 2014, the Louisville City Council adopted Ordinance 1665, 2014, an ordinance amending Title 17 of the Louisville Municipal Code (LMC) to define food trucks, food carts, and mobile retail food establishments and adopt regulations addressing their allowed operations within Louisville.

With the adoption of the ordinance, all retail sales from food trucks, food carts, and mobile retail food establishments, except ice cream venders and retail sales associated with a permitted special event at the Arts Center at Memory Square Park, were prohibited in Residential Zone Districts.

Staff proposes this amendment to Title 17 of the LMC because the City's Coal Creek Golf Course, like Memory Square Park, is located within a Residential Zone District where, unlike Memory Square Park, food truck operation is prohibited. The proposed ordinance, if approved, would allow the City's Golf Course concessionaire to operate a courtesy cart (food truck) on the course as well as allow the City to use food trucks, food carts, and mobile retail food establishments, in the Golf Course parking lot for special events, like the Fourth of July.

AMENDMENTS TO TITLE 17
Staff proposes amending Section 17.16.180.A.7.a in the LMC to read as follows (words added are underlined, words removed are ~~stricken~~):

Sec. 17.16.180. Temporary uses.

A. *Permitted uses.* The following uses of land are permitted in specific locations in the designated zoning districts subject to the applicable regulations of the district in which the use is located, and subject to the following regulations:

7. Mobile Retail Food Establishments, mobile food vehicles and mobile vending carts:

a. *Districts permitted:* Only public rights-of-way and public parks within non-residential zone districts by temporary use permit, except that ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ contracted for private catered events, and mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ associated with events reserved inside the Louisville Art Center in Memory Square Park are allowed to operate on public rights-of-way and public parks in residential districts. Mobile retail food establishments and mobile vending carts are allowed to operate in Coal Creek Golf Course in connection with its daily operations and ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts are allowed to operate in the parking lot of Coal Creek Golf Course in connection with permitted special events occurring at Coal Creek Golf Course.

FISCAL IMPACT

The fiscal impact of amending the LMC to allow food truck operation at the Coal Creek Golf Course will have a negligible impact on the City's fiscal performance.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing January 8, 2015. The Planning Commission voted unanimously (7-0) to recommend the amendment to Title 17 be forwarded to City Council for consideration.

RECOMMENDATIONS

Staff recommends City Council approve Ordinance 1678, Series 2015 to allow food trucks, food carts, and mobile retail food establishments to operate at the Coal Creek Golf Course within a residential zone district.

ATTACHMENTS:

1. Ordinance No. 1678, Series 2015
2. Planning Commission minutes (January 8, 2015)

ORDINANCE NO. 1678,
SERIES 2015

AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW FOOD TRUCKS, FOOD CARTS, AND MOBILE RETAIL FOOD ESTABLISHMENTS TO OPERATE AT THE COAL CREEK GOLF COURSE WITHIN A RESIDENTIAL ZONE DISTRICT

WHEREAS, the City of Louisville is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, the popularity of food trucks, food carts and mobile retail food establishments has increased significantly in recent years; and

WHEREAS, the zoning ordinances within the Louisville Municipal Code (LMC) do not specifically allow food trucks, food carts and mobile retail food establishments to operate in any right-of-way, or public park, within residential zone district except for ice cream vendors, food trucks contracted for private catered events, and food trucks associated with events reserved inside the Louisville Art Center in Memory Square Park; and

WHEREAS, the City Council desires to allow food trucks, food carts and mobile retail food establishment to operate within a residential zone district at the Coal Creek Golf Course when associated with the daily operations of the golf course, or associated with a special event at the golf course; and

WHEREAS, after a duly noticed public hearing held January 8, 2015, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated January 8, 2015, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO, THAT:

Section 1. Section 17.16.180.A.7.a of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined):

Sec. 17.16.180. Temporary uses.

A. *Permitted uses.* The following uses of land are permitted in specific locations in the designated zoning districts subject to the applicable regulations of the district in which the use is located, and subject to the following regulations:

7. Mobile Retail Food Establishments, mobile food vehicles and mobile vending carts:
   a. *Districts permitted:* Only public rights-of-way and public parks within non-residential zone districts by temporary use permit, except that ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ contracted for private catered events, and mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ associated with events reserved inside the Louisville Art Center in Memory Square Park are allowed to operate on public rights-of-way and public parks in residential districts. Mobile retail food establishments and mobile vending carts are allowed to operate in Coal Creek Golf Course in connection with its daily operations and ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts are allowed to operate in the parking lot of Coal Creek Golf Course in connection with permitted special events occurring at Coal Creek Golf Course.

Section 2. If any portion of this ordinance is held to be invalid for any reason such decisions shall not affect the validity of the remaining portions of this ordinance The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of February, 2015.

_____

Robert P. Muckle, Mayor

ATTEST:

_____

Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____

Light, Kelly, P.C.

City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this 17th day of February, 2015.

_____

Robert P. Muckle, Mayor

ATTEST:

_____

Nancy Varra, City Clerk

Planning Commission

Meeting Minutes

January 8, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

- **Food Trucks Ordinance – Modification**

Public Notice Certification:
Posted in City Hall, Public Library, Recreation Center, Courts, and Police Building and City website on December 22, 2014. Since it is a legislative action, Staff did no mailings. The legal posting will occur between first and second reading of City Council.

Conflict of Interest and Disclosure:
Pritchard has a disclosure. When the Food Trucks Ordinance was originally submitted involving the Downtown, he recused himself. On the Modification which involves the golf course, he wonders if the PC thinks he should continue to recuse himself. Tengler does not see a conflict given that effectively, the PC is extending the Food Truck Ordinance to the golf course.

Staff Report of Facts and Issues:
Russ presented.

Staff is proposing amending Section 17.16.180.A.7.a in the LMC to read as follows (words added are underlined):

- *Districts permitted:* Only public rights-of-way and public parks within non-residential zone districts by temporary use permit, except that ice cream vendors, food trucks contracted for private catered events, ~~and~~ food trucks associated with events reserved inside the Louisville Art Center in Memory Square Park, and food trucks associated with the daily operations of the Coal Creek Golf Course and permitted special events at the Golf Course are allowed to operate on public rights-of-way and public parks in residential districts.

The specific request is to allow the concessionaire to operative courtesy carts or food carts on the golf course. This was not included in the original food truck allocation because Staff did not think of this as the same correlated issue. We gave an exemption to Memory Square Park because it is a park tied to the Louisville Art Center in a residential zone district, so we specifically allow it to occur in the previous ordinance. We neglected to accommodate the golf course since it was closed due to the flood. The golf course will be reopening in Spring/Summer 2015 and want to operate the golf course to its full occupation. The specific amendment to Section 17.16.180.A.7.a adds food trucks associated with the daily operation of Coal Creek Golf Course and permitted special events at the golf course so they are allowed in a residential zone district within public owned parks or right-of-way. This would not allow food

DRAFT

trucks to operate in the parking lot. This would allow food trucks to operate in the parking lot when it is tied to a special event. They would have to get a Special Event Permit. The intent is to accommodate the Fourth of July celebration or other large City-sponsored events, not to compete with the golf course vendor or others. The day to day operations would be specifically tied to the golf course and the courtesy cart that operates within the course.

Commission Questions of Staff:
Tengler asks if there are any other spaces in Louisville that this might be appropriate to extend this ordinance.
Russ answers Staff was approached by some homeowner associations to allow commercial operation of food trucks associated with homeowner association parties. If it is a catered event, it is allowed; however, if they wish to operate as a commercial vendor, it is not allowed. Staff is suggesting to not address that particular concern.
Tengler asks about the golf course occasionally is rented out by various corporate groups for outings. Does this enable them to bring a food truck into the parking lot during one of the sponsored outings? It does not need to be a City sponsored event but a permitted special event. Russ says if it is a permitted special event request with the City Manager's office/ or the Parks and Recreation Department, then yes.

Moline asks about food trucks associated with the daily operations of the golf course. What is an example?
Russ says the courtesy cart that goes on the course with hot dogs, candy bars, and beer.

Russell discusses an event held at the high school on school property with food trucks. Is this a violation of policy or is it allowed.
Russ says that it was held on BVSD property in the parking lot.

Public Comment:
None.

Summary and request by Staff and Applicant:
Staff recommends that the Planning Commission approve.

Closed Public Hearing and discussion by Commission:
Russell, Rice, O'Connell, Moline, Brauneis, Tengler, and Pritchard have no comment.

Motion made by Tengler to approve Resolution No. 03, Series 2015 recommending to City Council approval of the Draft Ordinance, amending Title 17 of the Louisville Municipal Code to allow food trucks, food carts, and mobile retail food establishments to operate at the Coal Creek Golf Course within a residential zone district. Second by Brauneis. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Tom Rice	Yes
Scott Russell	Yes
Motion passed/failed:	Pass

Motion passes 7-0.

DRAFT

SUBJECT: **AWARD OF BID AND CONTRACT EXECUTION FOR THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **CHRIS J. NEVES, INFORMATION TECHNOLOGY**

SUMMARY:

The City released a Request for Proposals (RFP) on July 9th 2014 for an Enterprise Resource Planning (ERP) software package for Finance, Human Resources, and Community Development (Planning, Building Safety, and Public Works).

Anticipated benefits identified for the selection, investment and implementation of City ERP include:

- Reduce reliance on inefficient and outdated systems, both manual and electronic.
- Increase reliability of financial data.
- Enhance "real-time" reporting.
- Improve service and process delivery.
- Increase ability for budget and revenue forecasting.
- Reduce redundant data entry.
- Enhance customer service.
- Maximize and streamline resources.
- Improve and automate manual process and workflow.
- Maintain regulatory compliance (PCI).
- Reduce paper.
- Enable more "data driven" decision-making throughout the organization.

The City closed the RFP on August 22nd 2014 and received five (5) bid responses. The list of vendors who responded:

New World Systems Corporation
888 West Big Beaver Rd., Suite 600
Troy, Michigan 48084
(248) 269-1000
www.newworldsystems.com

Caselle
1656 S East Bay Blvd., Suite 100
Provo, UT 84606
(800) 228-9851
www.caselle.com

Springbrook Software
1000 SW Broadway, Suite 1900
Portland, OR 97205
(866) 256-7661
www.springbrooksoftware.com

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
(800) 772-2260
www.tylertech.com

Harris ERP
520 Zang Street, Suite 200
Broomfield, CO 80021
(303) 226-0050
www.harriserp.com

A review team comprised of Finance, Human Resources, Community Development and IT Staff reviewed all the bid responses and based on; (a) the completeness and functionality of the proposed solution, and, (b) the cost associated with the proposed solution, the team chose to invite two vendors onsite for in-person demonstrations to Staff. The two vendors extended an invitation were New World Systems to present their Logos.NET solution with 3rd party integration of CRW Systems and Tyler Technologies to present their MUNIS and EnerGov solutions. Both vendors spent two days onsite during the week of September 29th through October 3rd 2014 demonstrating their products.

Key stakeholders from City staff were engaged to attend the interactive demonstrations with both vendors in Council Chambers. Vendors were ranked based upon functionality and cost of each of their solutions. Both vendors performed onsite/offsite follow-up to questions of functionality and design.

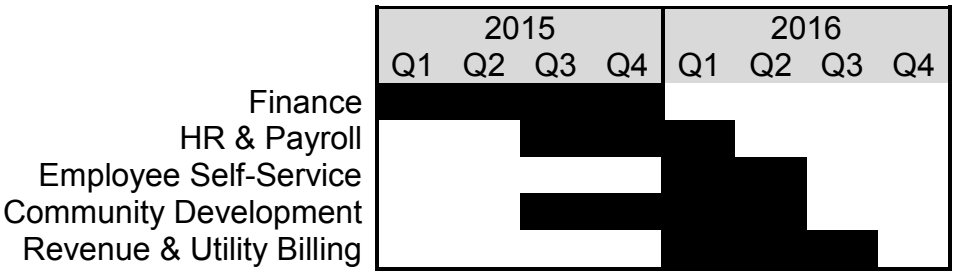
Finance and Human Resources quickly identified the Tyler MUNIS solution as their preferred selection based on functionality and cost. Community Development required additional presentations from Tyler and follow-up conversations with multiple EnerGov reference sites to determine that EnerGov would be the most GIS-centric and easiest solution to maintain with the City's limited resources.

Cost comparison for finalist bids:

	Bid #1	**Bid #2**
	Tyler MUNIS	**NWS Logos.NET**
Licensing Cost	$216,094	$250,600
Implementation Cost	$279,300	$329,300
Subtotal	**$495,394**	**$579,900**
	Tyler EnerGov	**CRW Systems**
Licensing Cost	$38,578	$138,500
Implementation Cost	$68,325	$134,900
Subtotal	**$106,903**	**$273,400**
GRAND TOTAL	**$602,297**	**$853,300**

Staff performed due diligence to contact multiple vendor references for both Tyler MUNIS and Tyler EnerGov installation sites to gain perspective on other's experiences with the Tyler software, project management, implementation strengths, training process, and on-going support. Staff is confident, after the demonstration and reference checks, that the Tyler MUNIS and EnerGov solutions will provide the functionality required for the City needs. References confirmed that the Tyler project and implementation teams will work with the City to provide a successful installation and configuration.

Upon contract execution the proposed ERP implementation timeline is as follows:



FISCAL IMPACT:

The 2015 capital budget contains $750,000 for the purchase and implementation of an Enterprise Resource Planning (ERP) System for Finance, Human Resources and Community Development, allocated as follows:

- Capital Projects Fund = $525,000
- Water Utility Fund = $112,500
- Wastewater Utility fund = $112,500

The proposed contract with Tyler Technologies is for $581,326 for software licensing, implementation costs, conversion costs and other services. If approved, these costs will be allocated as follows:

- Capital Projects Fund = $406,928
- Water Utility Fund = $87,199
- Wastewater Utility fund = $87,199

A summary of the Tyler Technologies investment is as follows:

Description	Cost
Software Licensing	$212,682
Implementation	$177,225
Conversion	$68,100
Other Services	$104,125
3rd Party Licensing	$6,340
Annual Maintenance	$12,854
Total	**$581,326**

Ongoing annual support and maintenance costs will amount to approximately $58,500 per year.

RECOMMENDATION:
Staff recommends awarding the RFP and executing the contract for the MUNIS and EnerGov ERP software solution proposed by Tyler Technologies.

ATTACHMENTS:
1. Enterprise Resource Plan (ERP) Request for Proposals (RFP)
2. Tyler Technologies Bid Response
3. Tyler Technologies Contract
4. Tyler Technologies proposed Scope of Work (SOW)
5. Powerpoint Presentation

Request for Proposals (RFP)

ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

Issued:
July 9, 2014

Proposals due:
August 22, 2014 at 12:00 p.m.

Information Technology Office
749 Main Street
Louisville, CO 80027
(303) 335-4568

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SCHEDULE OF EVENTS

Event	Date(s)
Request for Proposals (RFP) Distributed	July 9, 2014
Pre-Bidders Conference Call	July 21, 2014
Deadline for Requesting RFP Clarification	August 6, 2014
Responses to Requests for RFP Clarification	August 15, 2014
Vendors Response to RFP due by 12:00 p.m. MST	August 22, 2014
Product Demonstrations	September - October 2014
References and Site Visits	October - November 2014
Negotiation & Clarification	November - December 2014
Approval of Contract	December 16, 2014
Begin Implementation	February 2015

The City of Louisville reserves the right to modify this schedule at its sole discretion if it deems necessary.

INTRODUCTION & BACKGROUND

The City of Louisville, Colorado, hereinafter referred to as the City, is accepting proposals to provide the software, project management, installation, training, and support necessary for the implementation of an Enterprise Resource Planning (ERP) Software solution to support the City's Administration, Finance, Human Resources, and Community Development processes and workflows.

The objective of this procurement process is to identify the firm, the product, and the services which can best meet the City's needs within the budget allocated. The City is interested in reviewing both traditional (on premise) and cloud-based (hosted) software solutions.

The City was incorporated in 1882, operates under a City Council-City Manager form of government, and provides general government and administrative services, public safety, public works, street maintenance and snow removal, licensing, permitting, zoning and inspection, parks, recreation and golf, and utility services; water, wastewater, and storm water. The current population is approximately 19,000 and over the next twenty years not expected to be more than 25,000. The City has approximately 150 full-time employees and 175 part-time seasonal employees. The City is located in the Denver metropolitan region, approximately 6 miles east of the City of Boulder and 25 miles northwest of Denver. Louisville has an incorporated area of approximately 7.9 square miles.

The City has been recognized multiple times nationally over the past few years for livability. In 2009, 2011 and 2013, the City of Louisville was selected by Money Magazine as one of the top three "Best Place to Live: America's Best Small Towns" for the entire United States.

The City's total 2014 budget is approximately $67 million. The City has appropriated funds to select and implement an Enterprise Resource Planning software solution for Finance, Human Resources, Community Development. The City will also assess the availability of other modules for general administrative services (Licensing, event permitting, civil/courts, etc.) to be implemented at a later phase.

The City's Finance Department performs the following functions: administration, accounting and financial reporting, cash management and investments, payroll, sales tax administration, cash receipting and general collections, accounts payable, and utility billing. The number of employees in the Finance Department totals 9.

The City's Human Resources Office manages recruitment, selection, and orientation; compensation and benefits administration; employee relations; employee training and development; supervisory coaching and counseling around corrective performance activities and performance management. In addition the Human Resources Office oversees several employee committees and programs including the Wellness Committee, the Employee Benefits Committee, the Employee Safety Committee, and the Employee Events Committee. The Finance Department and the Human Resources Office work together to complete the payroll processing function. The number of employees in the Human Resources Office totals 4.

The City's Building Safety Division oversees all building and construction in Louisville. Building Safety issues building permits and contractor's licenses, conducts building, electrical and plumbing inspections, and handles water and sewer tap fees. The Planning Department administers land use regulations in the City including zoning, development review, and long-range planning. The Planning Department also serves as the first contact for developers and landowners who are considering new development or changes to existing

development and oversee the Building Safety Division. The number of employees in the Planning and Building Safety Departments totals 9.

General City administration is comprised of the City Manager, Deputy City Manager, City Clerk, Municipal Courts, Public Relations and Economic Development. The City Clerk oversees all City elections, Municipal Court, Liquor Licensing, the City's Central Records, and Public Information requests. The Municipal Court oversees all aspects of the Louisville judicial process. Economic Development promotes business development and retention in Louisville. Public Relations supports information, communications, and the City's web presence. The number of employees associated with Administration, Clerk, Courts, Economic Development and Public Relations is 9.

City Information Technology (IT) reports to the Deputy City Manager and supports a Microsoft Windows Active Directory environment and a high speed (fiber) switched infrastructure between City sites. City IT is in the process of consolidating its physical server environment using VMWare, enterprise storage and Microsoft Windows Server 2008/2012 r2. City IT supports 4 datacenters and approximately 175 Windows XP and Windows 7 workstations. City IT currently oversees the governance of City GIS services and is in the process of deploying an ESRI Local Government configuration under its ESRI ELA. City IT does not have any dedicated GIS, database or business analysis staff. The number of employees in the IT Department is 3.

Summary of enterprise systems currently in place at the City:

- American Data Group (ADG) (Finance, Payroll, Utility Billing, Sales Tax, Courts)
- ESRI ArcGIS Online and ArcGIS SDE. (GIS)
- Laserfiche (Document Management)
- Motorola NetRMS (Police Records)
- Cartegraph (Public Works)
- NeoGov (Human Resources)
- Accela Permits Plus (Building Permits)
- Vermont Systems RecTrac (Parks & Recreation)

GENERAL INFORMATION & REQUIREMENTS

Communication with Staff

From the issuance date of the Request for Proposal (RFP) until a vendor(s) is selected and the selection is announced, vendors are not allowed to communicate with any City of Louisville staff or officials regarding this procurement, except at the direction of Chris Neves, Information Technology Director, or the designated representatives of the City of Louisville. Any unauthorized contact may disqualify the vendor from further consideration.

Receipt of Proposals and Public Inspection

Upon receipt of proposals, all marked trade secrets and company financial information will be removed from the responses and provided only to the evaluation committee members or persons participating in the contracting process. All remaining qualification materials will be available for public inspection after the final award process.

Claims to Keep Information Confidential

Proposals may be considered public record after opening pursuant to City ordinance and the Colorado Open Records Act. The City will notify the proposer of any request for disclosure and it will be the responsibility of

the proposer to object and to pursue any legal actions pursuant to Colorado law. A proposer shall notify the City within 24 hours of notification by City of request for disclosure of the proposer's objections to disclosure and the proposer's intent to pursue lawful protection under Colorado law. Any proprietary or otherwise sensitive information contained in or with any response is subject to potential disclosure. Submitting it waives any recourse in respect to disclosure and indemnifies the City for any charges directly related to the City's disclosure.

Pre-Bid Conference Call
The City will host a pre-bid conference call at **1:00 p.m., MST on Monday, July 21st, 2014** to answer any pre-bid questions regarding this RFP. Potential bidders wishing to participate in the pre-bid conference call should send an email with the subject **"ERP RFP Pre-bid Conference Call"** to chrisn@louisvilleco.gov by **5:00 p.m., MST, Friday July 18th, 2014**. Please specify your name, company, and contact information within the email. Logistics of the call will be returned to you via email and published on the City of Louisville website.

Preparing a Proposal
This RFP contains the instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, a proposer must meet the intent of all mandatory requirements. Compliance with all requirements will be determined by the City's evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Proposers shall promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of this RFP.

Proposers requiring clarification or interpretation of any section or sections contained in this RFP shall make a written or email request to the City by the deadline. All written and email correspondence must be addressed to:

City of Louisville
ERP RFP
Chris J Neves
IT Director
749 Main Street
Louisville, CO 80027
ChrisN@Louisvilleco.gov

Each proposer submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFP. **A written answer will be provided to all questions received by 5:00 p.m., MST on August 6, 2014.** Written questions received after the deadline may not be considered. Every effort will be made to provide written answers by **5:00 p.m., MST on August 15, 2014**.

Any interpretation, correction, or change to this RFP will be made by written addendum by the IT Director. Interpretations, corrections, or changes to this RFP made in any other manner will not be binding and proposers shall not rely upon such interpretations, corrections, or changes.

If no exception, explanation, or clarification is required in the proposer's response to a specific subsection, the proposer shall indicate so in the point-by-point response with the following:

"(Proposer's Name)", understands and will comply.

Points may be subtracted for non-compliance with specified format requests. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

A proposer responding to a question with a response similar to, "Refer to our literature…" or "Please see www…….com" may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the City and not just referenced. Any references in an answer to another location in the RFP materials shall have specific page numbers and sections stated in the reference. Each element will be scored independently of one another and the scoring will be based solely on the information provided in the response to the specific element.

Submitting a Proposal
In an effort to promote sustainability and minimize the consumption of natural resources, proposers must submit four (4) Microsoft Windows compatible USB flash drives containing one (1) file of their entire proposal in clear and legible PDF file format. Exceptions to the one (1) file are the responses to the Microsoft Excel worksheets for attachment A, B, C and D which can be submitted as separate Microsoft Excel files on the same USB flash drive. The USB Flash drives should be in a sealed envelope marked "Do Not Open", and sent to:

City of Louisville
ERP RFP
ATTN: Chris Neves
749 Main Street
Louisville, CO 80027

Proposals must be received at the City of Louisville prior to 12:00 p.m., MST, August 22, 2014. Proposals received after this time will not be accepted for consideration. Paper, facsimile or e-mail submissions are not acceptable. Vendors submitting corrupt, unreadable or damaged USB flash drive media or files will not be accepted for consideration.

By submitting a proposal, each proposer represents that:

- The proposal is based upon an understanding of the specifications and requirements described in this RFP.
- The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the proposer. The City is not liable for any expense incurred by the proposer in the preparation and presentation of their proposal.
- All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the proposer resulting from this RFP process.
- The individual signing the proposal is authorized to legally bind the business.

Late Submissions
Regardless of cause, late submissions will not be accepted and will automatically be disqualified from further consideration. It shall be the proposer's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the proposer at the expense of the proposer or destroyed if requested.

Withdrawing Proposals
Proposals may not be withdrawn for a period of 180 days after the proposal due date. Proposals may be withdrawn prior to the proposal due date, provided that such requests are in writing.

Exceptions to Proposals
The proposer shall, on a separate sheet of paper, include any exceptions to the conditions of the proposal. This sheet shall be labeled "Exceptions to Proposal Provisions" and shall be attached to the proposal. If no exceptions are stated, it will be understood that all RFP conditions will be complied with, without exception.

Insurance
Successful proposer shall not commence work under the contract until proof of required insurance has been submitted to, and approved by, the City. Comprehensive General Liability insurance is required in the amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The City must be shown as an additional insured with respect to this coverage. This policy shall be issued by an insurance company authorized to do business under the laws of the State of Colorado. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the City.

Disclosure Statement
The proposer shall, disclose any possible conflict of interest with the City including, but not limited to, any relationship with any City of Louisville elected official or employee. The Disclosure Statement, Attachment F, must be completed and submitted with the proposal.

Certification per C.R.S. 8-17.5-102(1)
By submitting a proposal, the proposer certifies that at the time of this certification, the proposer does not knowingly employ or contract with an illegal alien; and that the proposer will participate in the program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Attachment G is required to be completed and submitted with bid.

Rights Reserved
While the City has every intention to award a contract as a result of this RFP, issuance of this RFP in no way constitutes a commitment by the City to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion reserves the right to:

- waive any formality;
- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposals;
- not award, or if awarded, terminate any contract if the City determines adequate funds are not available.

Evaluation
All responsive proposals will be evaluated based on stated evaluation criteria. Submitted proposals must be complete at the time of submission and may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the City's RFP document.

Proposer Interview / Product Demonstration
After receipt of all proposals, respondents will be required to make an oral presentation and product demonstration at the City Hall in Louisville, Colorado, to clarify their response or to further define their proposal. Oral presentations and product demonstrations shall be at the proposer's expense. Representatives of the City may choose to visit client references to observe the applications in an actual working environment.

Contract Provisions and Terms
This RFP and any addenda, the proposer's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract.

Award
Once the proposals are opened, a committee selected by the City will evaluate each proposal, taking into consideration the criteria and methodology stipulated in this RFP. The City will be the sole judge in evaluation considerations and may make an award to the proposer(s) who submits the proposal judged by the City to be in its best interest. A recommendation as to which system best meets the interests of the City (as determined by the evaluation committee) will be presented to the City Council. The award will only be to responsible proposer(s) qualified by experience to perform the services specified herein. All proposals submitted shall be valid for a period of one hundred eighty (180) calendar days from the date of the proposal opening.

PROJECT SCOPE

The City is seeking proposals for a fully integrated municipal suite of software applications that will include software, implementation services, ongoing training, and technical support. The scope of the proposed solution for this RFP shall encompass; Finance, Human Resources, Community Development and general City Administrative Services.

The City plans to implement the new City ERP System in phases. This RFP process will focus on the first phase, but proposers will be evaluated on their ability to present information about the phases of a successful implementation process including training and on-going support.

The information gathered through this RFP process may be used to adjust the project scope, if needed. Depending upon the costs of implementation and the City's availability of resources, the City may consider accelerating or postponing the implementation of one or more of the phases listed in the proposal.

The City recognizes that an "out-of-box" solution may not meet the City's needs in all areas. Therefore, the City is willing to evaluate current processes and adjust if/where practical, or work with the proposer to customize certain aspects of the software. It is the intent of the City to keep any customization to a minimum and to adhere to industry best practices, in order to decrease costs and facilitate ongoing support.

In general, the proposer will be expected to:

- **Deliver a quality and fully integrated Microsoft Windows-based software solution, either traditional (on-premise) or cloud-based (hosted), that will meet or exceed the requirements listed in the supporting RFP attachments.**
- **Provide qualified and experienced project management and technical resources to advise City stakeholders during the analysis, design, implementation and support phases of the project.**

- **Provide the appropriate technical expertise to configure all related files to make the system 100% operational.**
- **Provide comprehensive education and training for system operations and configuration. Education shall be provided in a hands-on environment with complete and necessary documentation and training manuals.**
- **Provide conversion labor to convert existing system data into the new applications. The proposer shall work with current system vendor to ensure a 100% successful data conversion.**
- **Ensure all modules are complete, have been tested, and are ready for operation when training is complete.**
- **Provide follow-up training as needed, as well as dedicated support and customer service after the initial training and implementation of the system.**

Required System Functions
The City has defined its General Requirements as well as its specific Technical Specifications. The Technical Specifications are listed in the following attachments to this RFP:

Finance Department…….. Attachment A
Human Resources Department….. Attachment B
Community Development…… Attachment C
General Administration……. Attachment D

PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City. Each proposer is required to submit their proposal in a sealed package. Proposers should ensure they have received and completed the accompanying worksheet (Attachment A through D) containing technical specifications.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1	Executive Summary
2	Proposed Software & Computing Environment
3	Optional Software

Section	Title
4	Responses to General Requirements

5 Responses to Technical Specifications
6 Implementation and Project Management Services
7 Ongoing Support Services
8 Investment Summary
9 Additional Information
10 Detailed Cost Breakdown of software solution proposed by module and functional area.
11 Detailed Costs for the Following:
- System Implementation
- Conversion of Historical Data
- Training
- Annual Support/Maintenance/Upgrades

12 Hourly Rates for:
- Tasks Not Outlined in RFP
- Additional Training
- Custom Modifications

13 Exceptions to the Proposal

Instructions relative to Sections 1-9 of the response to this RFP are defined in the remainder of this section.

Section 1 – Executive Summary
This part of the response to the RFP should be limited to a brief narrative highlighting the firm's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The complete name of the firm or person(s) submitting the proposal, the main office address, the primary contact person(s) and their respective telephone number(s) should be included in this section along with the following additional information: Year founded, number of employees in your company, public or privately held company, primary business focus, how many years has the system you are offering been released, how many clients do you have, how many public sector clients do you have, information and experience about the team that would be servicing our account, and what is the average size of your customer.

Section 2 – Proposed Software & Computing Environment
The proposer must present, in detail, features and capabilities of the proposed software. In addition, the following information should be included:

Operating System:
Identify the operating system required by the proposed application software and database management system. In the event there is more than one suitable operating system, list all options and indicate the relative strengths and weaknesses of each. List the operating system software support products required to support the recommended computing environment. The proposer should also explicitly state the name of any third-party products that are part of the proposed solution. For each third-party product, there should be a statement about whether the proposer's contract would encompass the third-party product and/or whether the City would have to contract on its own for the product.

Section 3 – Optional Software
Include a description of any products, features, or other value-added components available for use with the proposed software application(s) that have not been specifically requested in this RFP. Consideration of these products, features, or other value-added components will be given where these may be of value to the City.

Section 4 – Responses to General Requirements
The proposer must provide responses to each of the requirements that are listed in the General Requirements Section of this RFP and must be provided in this section of the proposal.

Section 5 – Responses to Technical Specifications
Responses to the Technical Specifications for the RFP, as listed in Attachments A through D, must be provided in this section of the proposal. Proposers should answer the questions in the format provided, and add any explanatory details necessary in a separate column to the right of the item being referenced. The following answer key should be used when responding to the specifications:

Y = Fully meets specification, "out-of-the box"
A = Available in next version (include estimated date of release)
T = Specification is provided through third-party software
M = Modifications necessary to meet specification.
W= Specification is not provided, but there is a reasonable work-around
C = Customization/change of source code required to meet specification
N = Specification is not, and cannot, be provided

If any symbol other than "Y" or "A" is the response for a specification, the proposer must complete the Proposer Comments to Technical Specifications sheet (Attachment E). Any specification that is answered with a symbol other than what is listed above will be treated as a negative/non-response.

Section 6 – Implementation and Project Management Services
The proposer should provide a detailed plan for implementing the proposed solution. This information should include:

- Detailed project methodology including milestones and average timelines
- Conversion support
- City resource requirements
- Overview of proposed training, including options for onsite or training center services, for end-users and management personnel
- Implementation and training plan including deliverables for each stage of the project
- Brief biographies of proposer's key staff who will be involved in the project

Section 7 – Ongoing Support Services
Specify the nature of any post-implementation support provided by the proposer including:

- Telephone support (e.g., toll-free support hotline, hours of operation, etc.)
- Availability of future upgrades and product enhancements
- Details regarding how future software updates will be accomplished, tested, and then implemented.
- Availability of user groups
- Problem reporting and resolution procedures
- Other support (e.g., onsite; remote dial-in; web site access to patches; fixes; knowledge base; etc.)

Section 8 – Cost Summary
Provide a detailed total cost of the proposed solution complete with costs for all software licenses, support, training, and implementation services being proposed.

Section 9 – Additional Information
Proposers may use this section to include additional information about their products and services not covered in other sections of the proposal. Examples could include:

- Published case studies
- Newsletters
- Conference information
- Documentation
- Other modules or products a municipal government may utilize.

GENERAL REQUIREMENTS

Requirements defined in this section contain the overall general functions of the City's desired integrated software applications. These requirements underlie the detailed checklist of Technical Requirements contained in Attachment A, B, C and D. Together these two sections define a system that will provide a high level of flexibility in meeting the City's current and future requirements.

Processing Environment
A preferred or specific hardware platform will not be specified in an effort to obtain the widest range of software solutions to meet the City's information processing needs.

Database
A true relational (RDBMS) database must be used. The database design should allow for a wide range of drill-down capabilities. Table and column names should be intuitively labeled and linked columns should be consistently named. Vendor must provide a current data dictionary for custom and ad hoc reporting purposes.

Real-Time Mode
Applications are expected to run in real-time mode.

Logging
Adequate logging must be provided to ensure audit trails required by the City's internal controls.

Tables
Dynamic tables must be used, where applicable, to preclude repetitive entry, for validity checking, and to eliminate program code changes when rules are changed or added.

Editing
The system should provide programmatic editing of data input, when possible, for validity and logical application.

Security
Security must be provided at program/user level and should provide hierarchical levels of control and security for various software functions and tasks.

Implementation Commencement
Vendor will have the appropriate resources ready to engage in system implementation within 6 weeks of receiving a signed contract.

Support
The selected vendor must be able to provide timely and adequate support during the City's normal business hours. Vendor support must deal with issues related to integrated or adjunct third-party software proposed. The City intends to rely solely on the application vendor as its software support source.

Hardware
Proposals are for software only or a hosted solution (SaaS) that does not require any additional hardware on the part of the City of Louisville. Vendors need to specify whether their proposed solution is (1) Traditional (on-premise install at City) and/or, (2) Cloud-based (SaaS) and provide appropriate pricing for one or both options. For vendors who specify traditional install (1), the City requests that the hardware/software requirements be provided, and, the vendor needs to specify the ability of the solution to perform in a virtualized (VMWare/HyperV) environment. Any specific requirements associated to running the solution in a virtualized computing environment also need to be provided.

Windows Clients
Vendor needs to specify all supported client operating systems/platforms and web browsers for their solution. All client software installs, add-ins and core dependencies (i.e. .NET services, Java version, etc.) need to be clearly defined.

Software Maintenance
Vendor will include the first year's maintenance and support cost as part of the initial proposal. Vendor shall specify when the first year of support takes effect (i.e. immediately, upon module implementation, etc.). Vendor shall list what specifically is included in software maintenance (upgrades, patches, technical support, etc.) and shall list any "for fee" services that may be associated with annual software maintenance.

3rd Party Software
If the software being proposed requires any additional third-party software or subscription services to operate (i.e. MSSQL, SSL certificates, etc.), the vendor needs to specify the software and/or services and whether the cost of this software is included in the proposal.

EVALUATION OF PROPOSALS

Evaluation Procedure
The City evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. The evaluation committee will then evaluate the remaining proposals and rank them to establish the highest score. Proposers may then be asked to provide onsite demonstrations. Discussions and negotiations may take place with the short list of proposers to obtain a best and final offer. The award will be based upon the proposal that is determined to be in the best interest of the City.

Evaluation Criteria
The intention of the City is to procure a functionally complete, cost effective, and fully integrated software suite of applications. Responses to this RFP will be evaluated according to the following criteria:

- Quality of software, clarity of proposal, and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.

- Ability to meet technical requirements.
- Ability to provide a complete solution that fully integrates across all functional business units and the availability of additional features that may be purchased in the future which would enhance the City investment and integrate with our current investment.
- Timeliness and professionalism of on-going support.
- Demonstrated performance of proposed system elsewhere in the public sector.
- Cost and quality of software and implementation services.
- Cost of on-going maintenance.
- Reference checks, including possible visits to client sites.

Finance Department - Attachment A
Technical Specifications - System-Wide

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SS	1	System is a true 32-bit or 64-bit Windows Graphical User Interface application.		
SS	2	Ability to utilize an application server for (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.		
SS	3	System allows a single user to be in multiple modules at the same time, without running multiple sessions of the application.		
SS	4	System must allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the General Ledger module.		
SS	5	System uses Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.		
SS	6	The user interface provides “drill-down” features, such as the ability to drill down from a GL account to the source document that created it.		
SS	7	The drill-down features can be used without keyboard intervention.		
SS	8	All fields allow users to type information directly into the field. Look-up screens are optional.		
SS	9	Combo boxes or lookup screens are accessible by both a mouse click and a keyboard shortcut.		
SS	10	All screens can be navigated and completed with or without the use of a mouse.		
SS	11	Data entry order can be modified on all screens, and each user can have their own data entry order.		
SS	12	Data used to create graphical data analysis can be easily exported in an Excel format.		
SS	13	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.		
SS	14	The product is capable of running in a Windows network environment. Describe any other operating environments your proposed software will work with. In the event your software does not run on Microsoft products explain what operating systems it does run on.		
SS	15	System security allows lock-out of specific modules (no access).		
SS	16	System security allows read-only access to specific modules.		
SS	17	System security allows lock-out of specific menu items (no access).		
SS	18	System security allows read-only access to specific menu items.		
SS	19	System security allows lock-out of specific field-level items (can remove them from the screen).		
SS	20	System security allows read-only access to specific field-level items (view-only on screen).		
SS	21	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.		
SS	22	All reports can be previewed on the screen prior to being sent to a printer.		
SS	23	Print Preview: Page up and page down through a report.		
SS	24	Print Preview: Go to bottom and go to top of report buttons.		
SS	25	Print Preview: Provide the ability to archive a report via PDF instead of printing.		
SS	26	Print Preview: Ability to print a single page or range of pages.		
SS	27	At each workstation, reports can be sent to any printer available either locally or on the network.		
SS	28	All standard reports are modifiable by the user.		
SS	29	All reports include the name and title of the report, date, and time the report was produced and the date(s) the report covers.		
SS	30	System has built-in report-writing tools that allows an employee with no knowledge of report-writing programs to build their own reports.		
SS	31	Built-in report-writing tools allow the user to export reports to XML datasets.		
SS	32	All reports can be exported to an electronic file.		
SS	33	The system supports multiple concurrent users in separate modules.		
SS	34	The system supports multiple concurrent users in each individual module.		
SS	35	Within all modules, provide for an on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provides direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.		
SS	36	End user reporting tools are available within all modules to create queries and/or reports, using data from any of the fields within the systems. The interface is ODBC compliant and has the capability to transfer data to third party applications, such as Microsoft Excel, Access, etc.		

Finance Department - Attachment A
Technical Specifications - General Ledger & Report Generation

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GL	1	The General Ledger System utilizes a Graphical User Interface.		
GL	2	The system accommodates the structural requirements of fund accounting such as maintaining multiple fund general ledgers, appropriation/encumbrance/expenditure/revenue details, and should interface with financial support systems, which collect data from the entity's day-to-day financial activities.		
GL	3	The system provides for the maintenance of separate funds, each of which is a self-balancing set of accounts, with all funds recorded being processed simultaneously by the common system.		
GL	4	The system has the capability to post to any of the months in the current fiscal year, past fiscal year, or the next fiscal year without closing any of the months of the current fiscal year.		
GL	5	During all processing, the system should edit transactions to insure that each entry to a fund is balanced and complete and also that each fund is maintained as a self-balancing entity.		
GL	6	Supports up to an eighteen-digit account number. The account number must be user definable in at least 4 components.		
GL	7	Ability to accommodate consolidated (pooled) cash accounting for transactions of multiple funds, which are accounted for in one centralized (pooled) bank account.		
GL	8	Provides the ability to account for cash in funds where cash is maintained separately from the pooled cash bank account.		
GL	9	Ability to maintain unlimited detailed historical financial data, i.e. actual amounts for both budgetary and financial data. This information must be available for both reports and inquiry functions.		
GL	10	Capability of revising the budget during the year and provide an audit trail for tracking budget revisions. This audit trail should provide data for a budget adjustment date, description, adjustment amount and new budget. The system must be able to maintain the amounts in the original adopted budget, as well as the amounts for the revised or adjusted budget to comply with GASB 34.		
GL	11	The system has the ability to run interim financial reports during an accounting month.		
GL	12	Provides for an automated bank reconciliation process for multiple cash and bank accounts.		
GL	13	Has optional "adjustment period(s)" available for posting audit adjusting entries to prior year balances (period 13, 14, etc).		
GL	14	Allows the user to automatically reverse a previously posted journal entry. The system also is be able to re-post a journal entry after it's reversal. The system should provide a complete audit trail in the general ledger for journal entry reversal and re-post by requiring a separate journal entry number or code for each reversal/re-post. This applies to both manually entered general journal entries and journal entries created internally by the system.		
GL	15	Provides on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provide direct access to help web site to log support requests, participate in user group discussions, and download updates via secure connection.		
GL	16	There is a field for a user-defined journal entry number (other than the transaction number automatically generated by the system).		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GL 17	Prevents journal entries from posting to months, fiscal years, or accounting periods, which have already been closed for accepting business transactions.		
GL 18	Authorized users are able to close and re-open accounting periods as necessary.		
GL 19	Maintain detailed transaction descriptions in the general ledger for both system and manually generated journal entries.		
GL 20	Prevents posting of transactions to invalid general ledger account numbers.		
GL 21	The system has the ability to automatically balance all journal entries when posting a transaction to one fund which will affect other funds (due to/from other funds).		
GL 22	The system provides for error identification and correction before actual posting occurs, including the rejection of out-of-balance batches and invalid account numbers.		
GL 23	The system has the ability to set up predefined sets of accounts and corresponding descriptions for repetitious journal entries. Provides ability to distribute the amount of the journal entry on a predefined percentage basis or by stated amounts entered by the operator.		
GL 24	Provides for automated year-end closing. This process includes the automated closing of revenue and expenditure accounts to the individual fund equity account, and posting of asset, liability and equity balances to subsequent year's general ledger. In addition, the system must allow the user the ability to post audit-adjusting entries to prior year's data after the initial year-end close has been processed. The system must automatically post all adjusted balance sheet amounts to the current year's general ledger, and reflect prior year audit adjusting entries in individual account historical data.		
GL 25	The system provides on-line account number look-up at any prompt for a general ledger account number. Filtering options should be available on the look-up to allow the user to quickly find the desired account.		
GL 26	General Ledger Data Display - Data on status and history of an account including general ledger number, account name, type account and account balance.		
GL 27	Provides on-line account information including account number, account name, type of account (asset, revenue, expense, etc.), account balance, both the original and current amount budgeted, and the amount encumbered.		
GL 28	The inquiry program provides an option to display detailed information on transactions posted during the fiscal year. The system should display the transaction date, transaction number, reference (check number, etc.), description, and amount of the transaction. If appropriate, the invoice number and purchase order number are displayed. The detail records support drill-down functionality on the transaction number, vendor number, etc..		
GL 29	The monthly activity, budget information, and transaction detail information described above are available for on-line inquiry for the current fiscal year as well as for an unlimited number of previous years.		
GL 30	Ability to inquire on transactions by journal entry number or transaction number, including transactions created internally in the system.		
GL 31	Provides the ability to design and create reports in a user-friendly reporting tool. Data elements for purposes of creating reports should include, at a minimum, the following: current year-to-date actual, prior year-to-date actual (for up to three years), current year budget amounts, prior year budget, current month actual, prior year month actual, YTD budgeted amount remaining, and percentage comparison of YTD amount and total budget amount. These elements have the ability to be summarized by fund and in total.		
GL 32	The system should print a revenue report by fund and account code showing budgeted revenues, revenues for the period, revenues YTD and budget variances with totals by summary account.		
GL 33	The system prints an expenditure report by fund, department, and object, showing budget, expenditures for the period, expenditures YTD, prior YTD, percent of budget expensed, outstanding encumbrances and unobligated balance with totals by summary accounts.		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GL 34	Ability to generate financial statements by individual funds or combination of funds (including the ability to modify groupings).		
GL 35	Ability to combine funds into an unlimited number of user-defined groups for sub-totaling and filtering purposes.		
GL 36	Ability to run all applicable reports for the current fiscal year's data or from data from any previous fiscal year.		
	The following financial reports are included:		
GL 37	Chart of Accounts		
GL 38	Statement of Revenues and Expenditures (as well as budgeted amounts vs. actual)		
GL 39	Trial Balance		
GL 40	Balance Sheet		
GL 41	Budget Worksheet		
GL 42	Budget Presentation		
GL 43	General Ledger Detail Report: Report parameters include the ability to choose fund or any other account section, range of dates, and range of accounts. There should also be an option to include unposted journal entries. For each account selected, the report will print the account number and name, beginning balance, debits and credits for the periods selected, and ending balance.		
GL 44	Budget Analysis: Report parameters includes the ability to choose the fund(s), budget code, accounting period(s), starting and ending general ledger account. For each account selected, the report will print the account name and number, and beginning balance, and current balance.		
	The General Ledger system interfaces with the following modules:		
GL 45	Budget Development & Management		
GL 46	Utility Billing		
GL 47	Payroll		
GL 48	Accounts Payable		
GL 49	Central Cash Collection		
GL 50	Cash/Bank Reconciliation		
GL 51	Fixed Assets		

Finance Department - Attachment A
Technical Specifications - Budget Development & Management

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
BD	1	The Budget Development & Management system utilizes a Graphical User Interface.		
BD	2	The system includes a user defined budget worksheet and budget proposal report as specified by the City. A report generator is available that provides the capability for the user to create additional user defined budget reports.		
BD	3	Budget worksheets and proposals are capable of including account number, account name, one or more previous year's budget amounts, one or more previous year's actual amounts, current year's actual YTD, estimated final annual amount, and current fiscal year budget in addition to the proposed budget.		
BD	4	The system allows automatic installation of the adopted budget.		
BD	5	The system allows the user to create projected budgets for an unlimited number of years into the future.		
BD	6	System has roll-up/roll-down capabilities for all line items.		
BD	7	The system provides the ability to include free form text notes at the line item, department, and fund level. These notes can be printed with budget work sheets and budget proposals at the user's discretion.		
BD	8	The system has seamless export and import capabilities to and from Microsoft Excel.		
BD	9	During budget development, all expenditure and revenue line items currently in use by the financial system are accessible by the budget subsystem.		
BD	10	The system accommodates an unlimited number of versions, per year, of the budget and multiple changes per cost center.		
BD	11	Subsequent to the final approved budget being established in the system, all versions used during budget formulation are available for on-line inquiry and report printing.		
BD	12	All changes to the final approved budget are input as amendments and maintained in a budget adjustment file. Any files in other subsystems or the primary financial system using budget data, will reflect these changes.		
BD	13	End user reporting tools are available to create queries and/or reports, using data from any of the fields within the Budget system. The interface is ODBC compliant and has the capability of transfering data to third party applications Microsoft Excel, Access, etc.		

Finance Department - Attachment A
Technical Specifications - Utility Billing

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
UB	1	The Utility Billing System utilizes a Graphical User Interface.		
UB	2	Supports at least four billing cycles per month, as well as individual account billing.		
UB	3	Supports an unlimited number of books/routes per billing cycle.		
UB	4	Supports an unlimited number of utility accounts per book/route.		
UB	5	During account setup, notifies operator of customer with the same name, driver's license number, social security number, etc. as current account.		
UB	6	Allows for user-defined fields with parameters defined by the user.		
UB	7	Ability to bill at least four services (water, wastewater, stormwater, trash) plus all credits and adjustments to individual services.		
UB	8	Ability to turn off and on individual services (water, wastewater, stormwater, trash) resulting in automatic, user defined, prorating of services. Ability to automatically turn services off and on at specified dates.		
UB	9	Provides for displaying and printing customer account history (financial and consumption) upon request.		
UB	10	Accepts full, partial and pre-payments. Distributes partial payments received based on a user-defined formula and is able to accommodate different distribution rules for current and past due balances.		
UB	11	Provides ability to include usage information for the prior year on current bills.		
UB	12	Provides ability for unlimited text or notes for a customer's accounts. Provides ability to assign alert flags to accounts with notes.		
UB	13	The system utilize "wizards" to expedite processes. Such as account setup, final bills, meter change-outs, etc.		
UB	14	Ability to have an unlimited amount of rate codes per service, per account.		
UB	15	Provides security down to the field level. This access allows each user group to be granted full access, read-only access, or no-access on field basis.		
UB	16	End user reporting tools are available to create queries and/or reports, using data from any of the fields within the Utility Billing system.		
UB	17	Provides the ability to track information through system by contact and property. Provides ability to see all accounts (current and prior) at a given property as well as owner and tenant. Conversely, be able to view multiple accounts associated with a single contact.		
UB	18	System provides an audit trail for changes to the account. Audit trail includes: user name, date, time stamp, what used to be in the field, and what currently is in the field.		
UB	19	Ability during data entry, inquiry, or maintenance of any data/files, to access any related files for inquiry.		
		Provides the ability to look up the account based on any of the following criteria:		
UB	20	All or a portion of the customer's last name.		
UB	21	All or a portion of the service address.		
UB	22	Driver's license number.		
UB	23	Owner name.		
UB	24	Social Security number.		
UB	25	Meter number.		
UB	25	Meter route.		
UB	26	Meter sequence.		
UB	27	Serial number.		
UB	28	Tyoe of Service (water, wastewater, storm water, trash)		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
UB 29	Inquirie are able to search all account statuses (i.e. Active, Final, Suspended, etc).		
UB 30	The system supports unlimited transaction and consumption history. History purging for transaction history and consumption history is controlled by the user.		
UB 31	Display transactions and balances by service (water, wastewater, stormwater, trash)		
UB 32	Display consumption history for an unlimited number of years.		
UB 33	Provides internet billing delivery (automatic email generation) and payments (online check, ACH debit, credit card, etc.).		
UB 34	Provides in-office ability to accept debit and credit card payments.		
UB 35	Ability to provide user-specified and maintained rate tables.		
UB 36	Ability to post payments directly to customer account and laser print receipt.		
UB 37	Ability to bill multiple services (water, wastewater, stormwater, trash) per service address, with an unlimited number of categories for each service and an unlimited number of rates, fees, credits, and adjustments.		
UB 38	Ability to tier utility rates.		
UB 39	Provide ability to base charges for non-metered services such as sewer on customer's water consumption. The system provides the ability to base sewer charges that are dependent on water consumption or user defined winter averages. Minimum and maximum limits can be based upon system averages.		
UB 40	Provides ability to base charges for non-metered services such as sewer on customer's average water usage during a predetermined number of months.		
UB 41	Ability to vary rate structure to accommodate an unlimited number of rate tables for each service.		
UB 42	Provides for flat rate billings or one-time special charges.		
UB 43	Interfaces with General Ledger, Accounts Payable, and Central Cash Collection.		
UB 44	The Utility Billing system fully integrates with the General Ledger for posting billings, adjustments, and collections.		
UB 45	The Utility Billiing system fully integrates with the Accounts Payable module for processing of refund checks to customers.		
UB 46	The Utility Billing system fully integrates with Centralized Cash Collections module for posting payments, deposits. Should provide immediate updates to the utility billing system of payments pending until posted at end of day.		
UB 47	Ability to have an unlimited number of attachments to each account.		
UB 48	Provides for billing for demand meters on any service. The charge for this service can be calculated from a rate table using the demand reading.		
UB 49	Prints user-defined messages on bills.		
UB 50	Prints bar codes on bills representing the customer’s utility account numbers. Ability to read bar codes with bar code scanners upon receipt of payment from customer.		
UB 51	Provides for address certification to maximize postage discount.		
UB 52	Ability to automatically add late penalties or interest charges to delinquent accounts according to a rate structure determined by the user.		
UB 53	Automatically generates a shut-off list after printing a preview report, which can be reviewed for possible revisions.		
UB 54	Ability to automatically generate delinquent and shut-off notices.		
UB 55	Ability to age accounts in 30, 60, 90, and 120-day increments (current, historical, and by service type)		
UB 56	Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance.		
UB 57	Provides ability to post payments and adjustments to bad debt accounts.		
UB 58	Provides ability to automatically reinstate a bad debt account to the active data files.		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
UB 59	Service order system provides automated updates to the utility system upon completion of applicable service orders. Examples are turn-ons, turn-offs, re-reads, meter change outs, transfers, etc.		
UB 60	A history and status of all service orders related to a service address are displayed in the inquiry window at the service address. Service orders provide drill-down functionality for details of actual service orders.		
UB 61	The system stores the date and time of readings when captured through an automated, third-party meter reading system.		
UB 62	Ability to handle multiple meter changes for a single metered service within a single billing period.		
UB 63	When a customer transfers to a new service address, the system has the ability to automate the transfer of the customer's balance, deposits and any other occupant related information to the new account.		
UB 64	The system prorates bills for new accounts and final accounts based on user-defined formulas.		
UB 65	Supports calculation of consumption using current and previous meter readings multiplied by user-defined multipliers.		
UB 66	If a meter change occurs during the billing period, the system has the ability to support different consumption multipliers on each meter		
UB 67	Calculates final bills during any cycle, based on the internal system issuance of a turn-off service order, or closing of a customer account.		
UB 68	Ability to prorate final bills based upon user-defined criteria.		
UB 69	Ability to change a meter reading sequence without changing the customer account number.		
UB 70	Handles data transfer from multiple Automated Meter Reading systems.		
UB 71	Ability to utilize user-defined criteria to determine high and low usage and automatically generate letters to customers notifying them of their abnormal usage, after user review.		
UB 72	Provides consumption reports prior to generating bills.		
UB 73	Prorates service fees for partial month billing on initiation and termination of accounts. Prorates occur only upon user-defined services set for prorating.		
UB 74	Ability to bill by cycle and produce corresponding billing registers and journal entries.		
UB 75	Ability to bill both occupant and owner when account is past due or if requested by landlord.		
UB 76	Ability to move account balances between owner account and tenant account.		
UB 77	Ability to move account balnces between Landlord & Tenant account		
UB 78	Ability to print edit report for all bank draft accounts, make necessary changes. Posting program posts all bank drafts as a single process.		
UB 79	Allows for the cashier to modify the distribution of collections to various services.		
UB 80	Provides interface to cash collection system supporting real-time, on-line cash receipts entry, with entry validation and individual cashier totals.		
UB 81	Automated Meter Reading: Provide for upload and download of data to hand-held meter reading system.		
UB 82	Each report should include in the title the name of the report, date and time when printed, the date or dates covered by the data in the report, and page numbering.		
UB 83	Ability to generates bills on a variety of forms, including on plain paper.		
UB 84	Ability to view billing prior to printing and make adjustments.		

Finance Department - Attachment A
Technical Specifications - Payroll

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR	1	The Payroll System utilizes a Graphical User Interface.		
PR	2	The system has the ability to process payroll for some employees on a bi-weekly basis and some employees on a monthly basis.		
PR	3	The system provides for complete security and restrictions to access.		
PR	4	Ability to define multiple earnings and deductions types and assign to General Ledger codes.		
PR	5	Ability to support employees in multiple labor distributions. Support automatic distribution of pay and other benefits on a percentage basis and on the basis of hours worked at each job. Ability to override established defaults.		
PR	6	Ability to produce an hourly or salaried payroll or a combination thereof.		
PR	7	Ability to produce a supplemental payroll.		
PR	8	Provide an unlimited number of hourly/salary rates and labor distributions for each employee.		
PR	9	Must be able to enter hours worked, personal leave time, etc. along with General Ledger distribution with defaults for each.		
PR	10	Provide the capability to edit and verify the labor distribution prior to the actual payroll check production.		
PR	11	Ability to have recurring earnings and deduction types that process in selected payroll cycles.		
PR	12	Ability to handle 941, W-2, and Colorado Unemployment reporting.		
PR	13	Supports direct deposit capabilities. Prepares an ACH file for transmission to a central repository bank for input into the Federal Reserve System for deposit into individual employee accounts. Ability for each employee to designate at least four bank accounts for direct deposit. Ability to pre-note upon initial set up of new account.		
PR	14	Provides audit trail of on-line file maintenance to critical fields with operator ID, date/time, and old/new data. Track rate changes, date of change, old and new rate, and reason for change.		
PR	15	Prepare employee earnings\check stub (electronic NOD) for each employee showing all earnings, deductions, leaves, with current period and year-to-date totals and accrued leave balances. Ability to reproduce a earnings stub for prior period.		
PR	16	Capability to account flexible spending accounts and health savings accounts.		
PR	17	Maintains an unlimited amount of prior years' detail and totals.		
PR	18	Capability of accounting for cell phone allowances, uniform allowances, car allowances, and tool allowances.		
PR	19	Provides the ability to expense the payroll to multiple funds and internally keep all funds in balance.		
PR	20	Creates both payroll and General Ledger distribution data from same input.		
PR	21	Provides for the calculation of overtime pay with user-defined parameters.		
PR	22	Ability to select tax treatment of earning categories for various tax calculations.		
PR	23	Provides capability for time to be entered for an employee who works temporarily in a higher pay class or position.		
PR	24	Ability to accurately track workers compensation codes for each employee, including tracking employees that change positions resulting in different codes for various ranges of dates during the year.		
PR	25	Allows the preparation of paychecks at any time during the pay period for terminated employees, back pay, special allowances, and other reasons.		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 26	Provides the capability to reconstruct a previously posted payroll register, along with related payroll check registers and deduction registers.		
PR 27	Provides automated process of voiding payroll check(s) and re-issuing		
PR 28	Ability to scan an unlimited number of attachments including timecards and leave slips directly through the system and attach those documents to the appropriate payroll record.		
PR 29	The system allows time entry on an exception basis.		
PR 30	The system is capable of facilitating time entry at any point or points during the pay period, including daily if desired.		
PR 31	The system must have the ability to accommodate varied work periods used in determining hours worked in accordance with Federal Labor Standards Act (29 C.F.R. Part 553).		
PR 32	The system permits the entry of information concerning multiple types of leave. Accrual of leave amounts is automatic and should not require input during the time entry process.		
PR 33	During the time entry process, the system allows the user to override the default labor distribution to specify possible multiple accounts for distribution. Changes to the distribution will not affect the liabilities recorded to federal and regulatory authorities, unless specified by the user.		
PR 34	Supports an unlimited number of deduction codes for items such as insurance, retirement, etc. These deductions can be set up as a flat amount or a percentage of gross or other user-defined pay field. Options are provided to designate the tax treatment of the deduction code (after federal and state tax, before federal and state, before FICA, etc.) in order to accommodate various retirement plans and Section 125 type deductions.		
PR 35	Ability to assign an unlimited number of deduction codes to each employee.		
PR 36	Ability to designate if a deduction code is global or employee-specific for purposes on ongoing maintenance of deduction codes.		
PR 37	Provide the ability to assign accounts payable vendors to each deduction code with flexible parameters for definition of due dates.		
PR 38	Provides the ability to distribute the City's share of benefits across multiple funds and departments in the same percentages that an employee's pay is distributed.		
PR 39	Once a deduction code is set up, provides the ability to stop and start a deduction on an employee-by-employee basis. Year-to-date totals will be maintained.		
PR 40	Ability to provide global control of what deductions are included in each payroll process.		
PR 41	Ability to establish limits for deductions and employer taxes. Option to automatically re-establish the deduction. Limits include annual maximums and lifetime maximums.		
PR 42	Ability to withhold garnishments.		
PR 43	Ability to calculate deductions based on net pay.		
PR 44	Ability to withhold IRS tax levies.		
PR 45	Provides comprehensive reporting capabilities for deductions including user-defined parameters such as range of dates (including prior years data), sorting options (alpha, employee number, by department, social security number, etc.), and deduction code(s) (options for one, multiple, all).		
PR 46	Ability to calculate, track, and report (on pay stubs) current period and year-to-date city paid benefits.		
PR 47	Ability to generate deduction calculations automatically for first pay period of the month, second pay period of the month, third pay period of the month, all pay periods, and supplemental pay period.		
PR 48	Ability to calculate and report taxable benefits (such as tax on life insurance benefit greater than $50,000).		
PR 49	Ability to accrue personal time and an unlimited number of other user-defined leave categories for each employee based on user-defined tables with leave category, length of service, and/or job classification.		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 50	The system has the ability to track any leave category on an annual or employee anniversary basis.		
PR 51	On-screen leave inquiry displays balance carried forward from previous year, current year accrual, current year taken, current year adjustments, and total hours available for each leave category.		
PR 52	Ability to print leave history in summary or detail format for one employee, all employees in a department, or for all employees.		
PR 53	Ability to post adjustments, with concurrent authorization, to an employee's leave balances. A history of any adjustments posted is maintained for inquiry or reporting purposes.		
PR 54	Ability to limit accrual of leave time to maximum allowed.		
PR 55	Provides a report of the dollar amount of the City's liability for accrued benefits and compensated absences in compliance with GASB 34.		
PR 56	Validates availability of leave at time of payroll input.		
PR 57	Provides detailed history of all payroll checks. Ability to designate any range of dates (unlimited history) for prior year's history for inquiry purposes on screen including posting date, check date, check number, gross pay, deductions, taxes, reimbursements, and net pay. Ability to retrieve further detail in a report format.		
PR 58	Prepares monthly, quarterly, and year-end reports as required for Workers Compensation, Internal Revenue Service, Retirement, etc.		
PR 59	Prepares W2's as required including capability to prepare an electronic file for transmission of federal withholding and social security deductions. File format meets federal requirements.		
PR 60	Ability to run W-2's for prior year after payrolls for current calendar year have been posted.		
PR 61	Ability to produce quarterly reports at any time during the year for a previous year.		
PR 62	Ability to produce electronic transmission file to meet state unemployment reporting requirements.		
PR 63	Ability to make mass changes to pay rates, deduction codes, workers compensation rates, etc. Includes ability to make mass changes based on user-defined parameters such as department, employment status, etc.		
PR 64	Capability to distribute earnings stub electronically by email.		
PR 65	Capability to produce electronic transmission file of live checks issued for positive pay reporting to bank.		
PR 66	Ability to have payroll calculator to run "what if" scenarios for various tax exemption assumptions.		
	General Reports:		
PR 67	Payroll Check Register: Prints employee number, name, check date, check amount and check number and provide number of regular and manual checks printed with totals.		
PR 68	Leave Liability: A report showing the dollar amount and the hours of the City's liability for all unused leave. Report will be by department/division. Totals by department/division and overall totals.		
PR 69	Worker's Compensation Report: Provides ability to input the City's discount rate and experience factor for purposes of automatically calculating the Worker's Compensation premium for the period specified. Produces the necessary report for the City's Worker's Compensation carrier.		
PR 70	Deduction Report: The system has the capability to produce a report for each deduction. These reports list as a minimum, employee, social security number, department, amount of deduction, total amount, and total number of employees participating in the deduction. Provide options to sort by employee name, employee number, or department number. Provide option to print for one or more deduction codes in one report.		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 71	Employee Profile Report: User defined parameters include sort sequence (number, department, alpha), department, and employee number if information on a single employee is requested. This report prints a summary of all information in an employee's information in the master file.		
PR 72	941 Report: Option to print for any range of dates.		
PR 73	Payroll History Report: User defined parameters include range of dates to include employee number(s). The report prints the following information from each pay period: check number, posting date, (the following in both hours and dollars) net pay, gross pay, overtime pay, vacation pay, sick pay, holiday pay, comp pay, any other leave pay. All deductions included, including employer contributions. Includes totals by calendar quarter.		
PR 74	Retirement Plan Report: Prints necessary information for retirement systems in an electronic transmission format acceptable for uploading to those systems.		
PR 75	Leave Balance/Usage Report: Listing of accumulated leave and leave taken so that beginning balance, taken, and current balance are reported. Listing is for each employee in department/division sequence. Provides both summary and detail reports. Detail report should allow selection to print history of one or more leave categories and list leave time earned, taken and any adjustments for each leave category selected.		
PR 76	Payroll Calculation Report: A report to be used to proof payroll data prior to printing payroll checks. The report will contain employee number, employee name, earnings in hours and amounts for each earnings type, leave time in hours and amounts for each leave type, benefits, deductions, and taxable wage totals. This report totals for all departments, provided department recap totals, and detailed journal of transactions to be posted to the Accounts Payable system. General Ledger totals are provided showing all debits and credits that will be posted to the General Ledger.		
PR 77	Employee List: User defined parameters includes sort sequence (employee number, name, and choice to print specific or all departments.) Report includes employee number, name department number, annual wages, hourly rate/salary and status (active,		
PR 78	User reporting tools are available to create queries and/or reports, using data from any of the fields within the Payroll system. The interface is ODBC compliant and have the capability to transfer data to third party applications.		
	The Payroll system interfaces with the following modules:		
PR 79	General Ledger		
PR 80	Accounts Payable		
PR 81	Bank Reconciliation		
PR 82	Budget Management		

Finance Department - Attachment A
Technical Specifications - Accounts Payable

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
AP	1	The Accounts Payable system utilizes a Graphical User Interface.		
AP	2	System can utilize a designated disbursement fund.		
AP	3	System operates in a "pooled cash" environment.		
AP	4	Ability to process credit memos on-line.		
AP	5	Ability to store credit memos for each vendor.		
	6	Ability to generate checks from multiple checking accounts.		
AP	7	Ability to provide a comment field that can accommodate various comments, which can be printed on the check.		
AP	8	At any time during data entry, inquiry, or maintenance, the system allows immediate access to vendor data and invoice history.		
AP	9	Ability to automatically accept and create liabilities from Payroll and Utility Billing.		
AP	10	Ability to set up pre-defined sets of accounts and corresponding descriptions for vendors with recurring type invoices that are always expensed to the same general ledger account numbers. Provides ability to distribute the invoice by percentage to the accounts or by amounts entered by the operator.		
AP	11	The system internally generate all entries to keep all funds in balance if an item is expensed to multiple funds.		
AP	12	Ability to pay an invoice out of current calendar year before printing 1099's from previous calendar year.		
AP	13	The system must accommodate payment of all invoices from a single disbursement fund account and automatic generation of receivables and payables between various funds and the disbursement fund.		
AP	14	Provide a function for automated process of voiding accounts payable checks. Provides option to automatically create reversing entries in the general ledger, and void the check in the check reconciliation system. When voiding a check, the system gives the user the option to leave the invoice open for payment, or void the invoice automatically.		
AP	15	The system accepts future dated entries, which will not be processed until that date is reached. These entries are maintained in the unpaid file until processed.		
AP	16	The system provides an option to print separate checks for a single vendor, when needed. The system default will be to pay all invoices from a vendor with one check.		
AP	17	Vendor record contain fields for both ordering and is able to accommodate multiple remittance addresses.		
AP	18	Remittance address is easily selected via a drop-down menu or other similar object during invoice entry.		
		Vendor data file must include, but not necessarily be limited to, the following:		
AP	19	Vendor number		
AP	20	Name		
AP	21	Remittance address		
AP	22	1099 Type Code		
AP	23	Telephone number		
AP	24	Fax number		
AP	25	Contact person (unlimited number of contacts)		
AP	26	E-mail addresses for all contacts		
AP	27	Taxpayer ID numbers (federal, state, and local)		
AP	28	Vendor Terms		
AP	29	At least 10 user-defined fields		

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
AP	30	Ability to automatically calculate and take vendor discounts based upon invoice number entered and vendor terms.		
AP	31	Provides lookup capabilities by vendor number, vendor address, or vendor name. If a portion of the vendor name is entered, the system displays all vendors starting with the letters entered and provide scroll and point selection of the selected vendor.		
AP	32	Able to select invoices for payment based upon manual selection or automatic selection using payment dates, vendors, bank accounts, funds, invoice batches, or invoice numbers.		
AP	33	Ability to print an edit report of selected items with option to make desired changes prior to processing checks.		
AP	34	The system is able to handle handwritten (manual) checks and bank drafts (EFT's).		
AP	35	Allows an unlimited number of distributions for the invoice amount. Prior to processing, the user is be able to access the invoice to change the account distribution as needed.		
AP	36	Ability to allow individual documents to be held back when generating a batch of recurring documents.		
AP	37	Able to flag a fixed asset at the time invoices are entered and have the system create a fixed asset record in that module.		
AP	38	Able to attach an unlimited number of electronic files to an invoice.		
AP	39	Able to scan invoices and automatically attach those scans to the invoice record.		
AP	40	Able to enter multiple invoices and multiple line items per invoice, split among an unlimited number of G/L accounts.		
AP	41	Supports creation of a Positive Pay file to send to the bank for every batch of checks processed in the system.		
AP	42	The system automatically checks for duplicate payments by comparing vendor/invoice combinations to those maintained in historical files.		
		The system provides on-line detail for user-defined length of time. This detail includes:		
AP	43	Vendor number		
AP	44	Vendor name		
AP	45	Invoice number		
AP	46	Description		
AP	47	Due date		
AP	48	Adjustments and purchase orders number		
AP	49	Item date		
AP	50	General ledger distribution		
AP	51	Amount paid		
AP	52	Discount taken		
AP	53	Date paid		
AP	54	Check number paid.		
AP	55	An unlimited amount of history is available, with an option to purge all paid items prior to a user specified date.		
AP	56	Users can lookup and display a listing of all checks issued to a vendor.		
AP	57	All invoices, even when paid, are available for on-line review for a user-specified period of time		
AP	58	System provides the option to look at unpaid items or all items.		
AP	59	The system prints 1099's for selected vendors at the end of the calendar year. The user is able to print the contents of the 1099 field in report format, prior to the actual production of the 1099's.		
AP	60	The system produces all registers and audit reports necessary to provide a complete audit trail.		

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
AP	61	Accounts payable check register includes vendor number, invoice number, vendor name, check date, amount for each invoice, check number, check amount.		
AP	62	Provides the ability to print a check register for any range of dates, check numbers, vendors, vendors by date, or transaction number.		
AP	63	Ability to print a detailed history for specified vendor by date, including detailed description of each charge.		
AP	64	Accounts payable disbursement report includes user-defined parameters that include the ability to sort on all fields and print paid items within a range of payment dates. Sort sequence options include fund, department, and vendor. Choice to print general ledger distribution and fund totals.		
AP	65	Generates outstanding invoice report by fund (can be generated currently and at any point in the past).		
AP	66	Reports include a Warrant List containing with vendor, amount, description, account number, and invoice.		
AP	67	Includes electronic document management and workflow interface.		
		The Accounts Payable module interfaces with the following modules:		
AP	68	General Ledger		
AP	69	Utility Billing		
AP	70	Payroll		
AP	71	Purchasing Workflow		
AP	72	Cash/Bank Reconciliation		
AP	73	Fixed Assets		

Finance Department - Attachment A
Technical Specifications - Central Cash Collections

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CC	1	The Central Cash Collection system utilizes a Graphical User Interface.		
CC	2	Accepts any type of cash receipt including utility payments, sales tax payments, building permits, licenses, fees, etc.		
CC	3	Supports workstations with dedicated receipt/validation printers, automated cash drawers, and bar code scanners.		
CC	4	The system provides the option to have more than one operator logged in to a workstation at the same time.		
CC	5	Each operator can have multiple batches active in the system and the ability to update each separately.		
CC	6	Cash receipts for integrated systems such as Utility Billing will post to subsidiary accounts in true real-time.		
CC	7	Supports an unlimited number of predefined general ledger accounts that may be debited/credited for each transaction code using category and type codes.		
CC	8	The system is capable of endorsing checks and validating receipts.		
CC	9	Provides on-line account number validation for any integrated subsystems, such as the Utility Billing System.		
CC	10	Partial payments of utility bills are distributed based on user-defined formulas within the Utility Billing System. The system provides the ability to override this distribution at the operator's request. Users have the ability to designate how overpayments are applied.		
CC	11	Ability for cashier to collect payments for items that are not pre-billed in any system. These transactions only post to the respective general ledger accounts.		
CC	12	A receipt operator with appropriate security rights can create, open, and close batches. The operator can also enter payments, void a receipt, and reprint a receipt.		
CC	13	At the end of a cashier's scheduled work day, or at any time of drawer change, a close-out report can be printed to be balanced with the cash, checks, credit cards, money orders, etc.. in the operator's drawer.		
CC	14	The system never allows receipts to be deleted - they can only be voided.		
CC	15	System provides a complete audit trail that shows the user name, date, time, and a description of any change. This audit trail is not editable by any user.		
CC	16	Provides the ability, at any time during the day, to display a summary of all receipts processed at a cash collection workstation. Information displayed includes the operator's name (or code) and total receipts for each type of transaction (utility payments, building permits, etc.) and by type (cash, check, credit card, etc.). The grand total of all receipts at the workstation can be displayed as well as the total number of receipts voided.		
CC	17	Supports the processing of payments for multiple utility accounts from one customer as a single transaction and prints a single receipt.		
CC	18	Supports the processing of a single payment for different types of transactions from one customer as a single transaction and prints a single receipt or multiple receipts based on the types of transactions.		
CC	19	Automatically prompts the operator to have the receipt printer endorse checks.		
CC	20	Includes a process for entering mail-in payments so that receipts are not required to be printed. Supports bar code scanning.		
CC	21	Ability to initiate automatic payments from customer bank accounts.		
		The Central Cash Management module interfaces with the following modules:		
CC	22	General Ledger		
CC	23	Utility Billing		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CC 24	Bank Reconciliation		

Finance Department - Attachment A
Technical Specifications - Bank Reconciliation

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
BR	1	The Bank Reconciliation System utilizes a Graphical User Interface.		
BR	2	The Bank Reconciliation system is comprised of an interactive set of programs/modules that allow the user to reconcile monthly bank statements to General Ledger cash accounts.		
BR	3	Allows the user to identify items to clear during the current month's reconciliation in a batch, full screen, or individual item mode.		
BR	4	The system can process an unlimited number of cash accounts per fund.		
BR	5	Accounts Payable, Cash Receipts, Utility Billing and Payroll integrate with cash account transactions and automatically post to the Bank Reconciliation system.		
BR	6	Ability to automatically upload an electronic file of cleared items from the bank to the check reconciliation system.		
BR	7	The system produces monthly reconciliation statements detailing the bank balance at last statement, cleared checks, cleared deposits, cleared interest, service charges, and miscellaneous items.		
BR	8	A Reconciliation Statement Report shall produce a new bank balance with a detail of outstanding items to prove the General Ledger cash account balance. It can be run by account and as of a specific date.		
		The Bank Reconciliation module interfaces with the following modules:		
BR	9	General Ledger		
BR	10	Utility Billing		
BR	11	Accounts Payable		
BR	12	Payroll/Personnel		
BR	13	Central Cash Collection		

Finance Department - Attachment A
Technical Specifications - Fixed Assets

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
FA	1	The Fixed Assets module utilizes a Graphical User Interface.		
FA	2	Menus have drill-down capabilities for detail.		
FA	3	Integrated with Accounts Payable system to facilitate additions to the fixed assets inventory.		
FA	4	Assets obtained from the Accounts Payable system automatically record the purchase amount, purchase date, description, vendor, invoice number, and purchase order number.		
FA	5	Allows assignment of fixed assets to one or more funds.		
FA	6	Allows user-define classes of fixed assets.		
FA	7	Ability to attach an unlimited number of electronic files to an asset.		
FA	8	Ability to scan invoices directly through the system and automatically attach those scans to the asset record.		
FA	9	Acquisition method is tracked.		
FA	10	Capability of bar coding assets for physical inventory.		
FA	11	Generates depreciation amounts and post automatically to the General Ledger.		
FA	12	Additions, deletions, and ending fiscal year balances are in compliance with GASB 34.		
FA	13	The system has unlimited user-defined fields, with customizable labels.		
FA	14	The Fixed Asset module interfaces with the General Ledger and Accounts Payable modules.		
FA	15	Ability to track work in progress.		
FA	16	Ability to combine multiple invoices or purchases into a single asset. Ability to segregate a single purchase into multiple assets.		

Finance Department - Attachment A
Technical Specifications - Sales Tax

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
	Taxpayer data file must include, but not necessarily be limited to, the following: The systems should maintain all pertinent information necessary to record and track taxpayer information payments and balances		
ST 1	Taxpayer license account number (presently 5-digit numeric)		
ST 2	Taxpayer Name/Corporate Name		
ST 3	Trade Name (DBA)		
ST 4	Physical Business Address		
ST 5	Business Mailing Address (for tax notices)		
ST 6	Business Phone Number, fax number, and email address		
ST 7	Mailing Address Phone Number, fax number and email address		
ST 8	Owner Name, Address and Phone number, fax number and email address		
ST 9	Manager Name, Address and Phone number, fax number and email address		
ST 10	Landlord Name, Address and Phone number, fax number and email address		
ST 11	Tax Contact Name, Address and Phone number, fax number and email address		
ST 12	City Area Code		
ST 13	City Industry Code		
ST 14	Taxpayer Federal Tax ID (FEIN)		
ST 15	Taxpayer State of Colorado Sales Tax License Number		
ST 16	Business Start Date		
ST 17	Business End Date		
ST 18	Taxpayer Filing Frequency		
ST 19	User defined fields with user defined field lengths to track and record a business description, home-based or commercial location, own or lease, years in location, number of employees, square footage (both total and percentage used for business), hours of operation, and whether hazardous materials are stored on-site		
ST 20	Ability to copy addresses from within a taxpayer record		
ST 21	Ability to perform seaches on taxpayer data including wild-card searches		
ST 22	Ability to flag a taxpayer as seasonal or special event vendor, select a user defined event, and define the filing periods for when tax returns are due		
ST 23	Ability to flag a taxpayer as "In-City" or "Out-of-City"		
ST 24	Ability to "branch" multiple locations and record payments to a single taxpayer record utilizing unique location identifiers		
ST 25	Allow changes in filing frequency, recognize new status from the date of the change, maintian prior filing frequency and date changed		
ST 26	Ability to track all changes to a vendor account including the date of the change, the data changed, user making the change (audit trail)		
ST 27	Ability to record notes to a vendor account using unique note "types" and providing a date field for follow-up with auto-reminder capabilities		
ST 28	Provide automatic system notes to taxpayer account for system generated notices and letters		
ST 29	Provide editable, user defined tables to set penalty and interest calculations, due dates and grace periods		
ST 30	Provide editable, user defined tables to list various layers of industry and area codes		
ST 31	Provide auto-calculating data entry template for each tax return type, including Sales/Use Tax, Lodging Tax, Telephone Utility Tax		
ST 32	Ability to calculate the amount of taxes, penalties and interest paid to the amounts due, create A/R entries and payment error notices		
ST 33	Provide data entry template for miscellaneous posting of refunds, audits, assessments, bad check fees, etc.		
ST 34	Ability to set audit flags and record audit dates on taxpayer record		
ST 35	Ability to select or define how payments of A/R balance are applied and the hierarchy		
ST 36	Ability to cancel or amend any tax return and retain history of both transactions		
ST 37	Ability to provide taxpayers secure on-line access to view their transaction history, edit certain information such as, mailing address and contact information, and the ability for the taxpayer to complete an auto-calculating tax return.		
ST 38	Ability to view or drill-down to user defined screens or tabs of taxpayer data, payment history, A/R balances, notes, license information etc.		
ST 39	Ability to merge taxpayer data and history into a new record or another existing record		
ST 40	Ability to select whether or not a change to a taxpayer's area code or industry code should affect the historical reporting for that area or industy		
ST 41	Ability to record revenue received and A/R balances by tax type and transaction type		
ST 42	Ability to record revenue received by user defined G/L account numbers and allocations		
ST 43	Ability to make manual adjustments to vendor accounts, including penalty and interest amounts		
ST 44	Ability to process refunds thorugh an interface with Accounts Payable		
ST 45	Provide reporting for revenue collections in summary and detail, by user defined criteria and date ranges for various tax types, transaction types, on either a receipt date or filing period basis		
ST 46	Provide reporting for revenue collections in summary and detail, by user defined criteria and date ranges for various tax types, transaction types, by area code or industry code, on either a receipt date or filing period basis		
ST 47	Provide a top filer report based on a selected tax type for a user-defined number of vendors selected, on either a receipt date or filing period basis and indicating the current year totals and prior year totals with a variance		
ST 48	Provide reporting for a single taxpayer by month for up to 7-years of history based on a user defined date range		
ST 49	Provide reporting of tax return data, in summary and detail, by tax return type, by line item		
ST 50	Provide batch reporting in detail including taxpayer account number, date paid, filing period, tax types, transaction types, amounts paid, A/R balances and summarizing G/L detail for the batch		
ST 51	Provide system letters and notices of underpayments or overpayments upon completing batch update, and create missing filer notices and open account letters on demand based on user selected criteria		
ST 52	Provide A/R aging report in summary and detail		
ST 53	Ability to export taxpayer data to Excel or Access		
	The Sales Tax module interfaces with the following modules:		
ST 54	General Ledger		
ST 55	Central Cash Collection		
ST 56	Licensing		
ST 57	Accounts Payable		

Finance Department - Attachment A
Technical Specifications - Sales Tax Licensing

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
LC	1	Ability to manually input, approve, issue and manage Sales/Use Tax Licenses		
LC	2	Ability to receive electronic license application and payment of fees		
LC	3	Ability to electronically route, track and approve applications		
LC	4	Allows for electronic correspondence with the applicant regarding the application by various City departments		
LC	5	Ability to define, add, change and delete license types as required		
LC	6	Ability to define, add, change and delete industry classification codes		
LC	7	Ability to define, add, change and delete City area code classifications		
LC	8	Ability to perform GIS lookup of address to ensure accuracy (Location coding used for license address to include user defined Area Code)		
LC	9	Ability to have a different mailing address (for license notices)		
LC	10	Ability to define license start date, license fee due dates, license expiration dates, penalties and fees by license type		
LC	11	Ability to prorate license fees by license type based on user defined date ranges		
LC	12	Automatically provide next available license number for new accounts		
LC	13	Ability to process refund of license fees through an interface with Accounts Payable		
LC	14	Ability to provide user defined license "status" codes		
LC	15	**Allows for the tracking or searching of license data by:**		
LC	16	Business Name		
LC	17	Trade Name (DBA)		
LC	18	Owner Name		
LC	19	Physical Address (street number, street name, city, or any combination)		
LC	20	License Mailing Address (street number, street name, city, or any combination)		
LC	21	FEIN or State Tax ID		
LC	22	Business industry type code		
LC	23	Business area type code		
LC	24	Business description (or any part of a word)		
LC	25	Phone Number		
LC	26	License number		
LC	27	Ability to track license status		
LC	28	Ability to view audit log for all activity to a license account		
LC	29	Ability to create user notes for a license account		
LC	30	Provide cash management for license fee payments		
LC	31	Ability to print licenses on pre-printed forms		
LC	32	Ability to batch print licenses based on user defined criteria (i.e. date range, license type, fee paid date, license status code)		
LC	33	Ability to print a single license on a terminal printer on user demand		
LC	34	Ability to print mailing labels for a batch of licenses, individually or by user defined criteria		
LC	35	Ability to email a license to an applicant (by batch or individually)		
LC	36	Provide for signature image and watermark on licenses		
LC	37	Allow attachment of documents and images to license account		
LC	38	Ability to print renewal notices that utilize data pulled from the licensing record or master code tables		
LC	39	Ability to email license renewal notices with attachments		
LC	40	Provide user friendly query and reporting utilizing user defined search criteria (i.e. by industry type, by area type, active, inactive, by date range, etc.)		
LC	41	Ability to mass terminate unrenewed licenses by user defined criteria		
LC	42	Ability to mass export each field contained in the license data to MS Excel or MS Access		
		The Licensing module interfaces with the following modules:		
LC	43	General Ledger		
LC	44	Central Cash Collection		
LC	45	Sales Tax Administration		
LC	46	Accounts Payable		

Human Resources Department - Attachment B
Technical Specifications - System-Wide

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW	1	System is a true 32-bit or 64-bit Windows Graphical User Interface application.		
SW	2	Ability to utilize an application server for (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.		
SW	3	System allows a single user to be in multiple modules at the same time, without running multiple sessions of the application.		
SW	4	System must allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the other modules.		
SW	5	System uses Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.		
SW	6	The user interface provides “drill-down” features.		
SW	7	The drill-down features can be used without keyboard intervention.		
SW	8	All fields allow users to type information directly into the field. Look-up screens are optional.		
SW	9	Combo boxes or lookup screens are accessible by both a mouse click and a keyboard shortcut.		
SW	10	All screens can be navigated and completed with or without the use of a mouse.		
SW	11	Data entry order can be modified on all screens, and each user can have their own data entry order.		
SW	12	Data used to create graphical data analysis can be easily exported in an Excel format.		
SW	13	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.		
SW	14	The product is capable of running in a Windows network environment. Describe any other operating environments your proposed software will work with. In the event your software does not run on Microsoft products explain what operating systems it does run on.		
SW	15	System security allows lock-out of specific modules (no access).		
SW	16	System security allows read-only access to specific modules.		
SW	17	System security allows lock-out of specific menu items (no access).		
SW	18	System security allows read-only access to specific menu items.		
SW	19	System security allows lock-out of specific field-level items (can remove them from the screen).		
SW	20	System security allows read-only access to specific field-level items (view-only on screen).		
SW	21	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.		
SW	22	All reports can be previewed on the screen prior to being sent to a printer.		
SW	23	Print Preview: Page up and page down through a report.		
SW	24	Print Preview: Go to bottom and go to top of report buttons.		
SW	25	Print Preview: Provide the ability to archive a report via PDF instead of printing.		
SW	26	Print Preview: Ability to print a single page or range of pages.		
SW	27	At each workstation, reports can be sent to any printer available either locally or on the network.		
SW	28	All standard reports are modifiable by the user.		
SW	29	All reports include the name and title of the report, date, and time the report was produced and the date(s) the report covers.		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW 30	System has built-in report-writing tools that allows an employee with no knowledge of report-writing programs to build their own reports.		
SW 31	Built-in report-writing tools allow the user to export reports to XML datasets.		
SW 32	All reports can be exported to an electronic file.		
SW 33	The system supports multiple concurrent users in separate modules.		
SW 34	The system supports multiple concurrent users in each individual module.		
SW 35	Within all modules, provide for an on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provides direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.		
SW 36	End user reporting tools are available within all modules to create queries and/or reports, using data from any of the fields within the systems. The interface is ODBC compliant and has the capability to transfer data to third party applications, such as Microsoft Excel, Access, etc.		
SW 37	System allows for mail-merge options.		
SW 38	Ability and experience in interfacing HRIS product with a Progress database.		
SW 39	Ability and experience in interfacing HRIS product with a SQL database.		
SW 40	System has built-in audit programs and procedures.		
SW 41	System allows for and tracks multiple hire and re-hire dates		
SW 42	System allows for and tracks multiple termination dates		
SW 43	System allows for and tracks multiple benefit dates.		
SW 44	Ability to attach documents in Word, Excel, PDF, etc.		
SW 45	System has the ability to track miscellaneous information and data as defined by user (i.e., Outside employment agreements, separation agreements, wellness events, etc.)		
SW 46	Life-to-date history on all employee fields.		
SW 47	Audit trails for all additions, updates, deletions, changes.		
SW 48	Narrative history information.		
SW 49	System supports electronic signatures.		

Human Resources Department - Attachment B
Technical Specifications - Organizational Structure

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
OS	1	Provides ability to export data to an organizational charting application		
OS	2	Structures the organizational chart based on the reporting relationships defined for each employee.		
OS	3	Provides an on-line organizational chart		
OS	4	Establishes new organizational entities (i.e., cost centers) without vendor professional services.		
OS	5	Adds/changes organizational entities and easily transfers employees within and/or across entities or cost centers.		
OS	6	Provides the ability to establish exports to create organizational charts for: Departments, locations, supervisor, and pay groups, etc.		
OS	7	Tracks open positions in the organization chart.		
OS	8	Position control is maintained in the system and tracks:		
OS	9	headcount and full time equivalents (FTE) associated with positions.		
OS	10	multiple position assignments for an employee.		
OS	11	calculates FTEs in multiple ways.		
OS	12	by department, division, location, etc.		
OS	13	Stores umlimited history of changes recorded to the position record.		
OS	14	Records information for replacement planning, indicating possible new positions for employees.		
OS	15	Ability to report FTE information including vacancies, and over staffing information.		
OS	16	Provides on-line position incumbent data.		
OS	17	Ability to create Pay Plan report through position control features.		

Human Resources Department - Attachment B
Technical Specifications - Hiring & Terminating

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
HT	1	HR and manager new hire/rehire checklist ability, by position, with check-off ability as tasks are completed (i.e., offer letter has been sent and received, physical has been scheduled and completed, background check has been completed, orientation date has been set, etc).		
HT	2	Provides ability to automatically notify other areas of organization of new hire (IT, payroll, direct supervisor, etc.).		
HT	3	Provides ability to automatically notify new hire of activities they need to complete. Sends e-mail reminders at appropriate times.		
HT	4	Supervisor and HR staff may assign and track city property by employee.		
HT	5	Ability to enter new hire before start date (effective dating) and new person will not appear on organizational charts, receive benefits, or pay until the effective start date.		
HT	6	Enables manager self-service request for termination.		
HT	7	Tracks termination by reason, date, rehire eligibility, COBRA, etc.		
HT	8	Can the termination workflow be different based on the termination reason or other termination criteria?		
HT	9	Maintains exit interview information.		
HT	10	Can automatically cancel specified employee benefits upon termination based on specified dates.		
HT	11	Ability to track Orientation process and information.		
HT	12	Ability to track Termination process and completion of steps in the process.		
HT	13	Maintains ethnic, visa, and I-9 related data		
HT	14	Generates, identifies, and tracks employees by unique employee number and/or social security number.		
HT	15	Maintains data for all job-related details (i.e., grade, exemption status, EEO code, salary, etc.)		
HT	16	Routes job/salary changes electronically for approval based on user defined approvals.		

Human Resources Department - Attachment B
Technical Specifications - Benefits

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
BE	1	Benefit data automatically populates in payroll.		
BE	2	Ability to add notes.		
BE	3	Provides total integration between benefits and payroll including other benefits vendors.		
BE	4	Maintains calculations and limits in compliance with federal legislation.		
BE	5	Assigns different benefit packages to different groups of employees based on eligibility rules.		
BE	6	Establishes benefit/deduction plans with unlimited types of options.		
BE	7	Updates benefit/deduction plans based on employee status changes.		
BE	8	Tracks "waived" benefit/deduction plans.		
BE	9	Provides for enrollment capability/data entry prior to effective date with an automatic start date.		
BE	10	Allows for unique deducation specifications as determined by age, salary, etc.		
BE	11	Automatically enrolls employees in required plans.		
BE	12	Automatically cancels specified employee benefits upon termination or effective date.		
BE	13	Tracks and maintains information for dependents and beneficiaries.		
BE	14	Facilitates reporting to third-party vendors such as benefit providers (i.e., FSA, Group insurance, etc.) when enrolling or terminating employees.		
BE	15	Provides one screen that shows employee data (benefits at-a-glance)without having to scroll through multiple screens.		
BE	16	Defines and maintains unlimited benefit/deductions for the employee and employer.		
BE	17	Includes automated schedules for benefits/deductions.		
BE	18	Supports benefit/deduction goals and limits.		
BE	19	Supports "catch-up" contributions on deferred compensation plans.		
BE	20	Recovers benefit/deduction amounts that have been put into arrears.		
BE	21	Supports multiple arrear types.		
BE	22	Includes defined start and stop dates for benefit/deductions.		
BE	23	Processes one-time benefit/deductions.		
BE	24	Includes pre-tax and post-tax benefit/deductions in initial set-up options.		
BE	25	Supports a designated default amount for each deduction code.		
BE	26	Benefit premiums are back loaded into the system and easily selected as employees are enrolled into the system or utilize open enrollment options or self-service options.		
BE	27	Ability to create Benefits Statements by employee.		

Human Resources Department - Attachment B
Technical Specifications - Open Enrollment

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
OE 1	System provides next-year enrollment capability while in current year.		
OE 2	System allows for employee self-service enrollment.		
OE 3	Supports Open Enrollment through a self-service module.		
OE 4	From a web-browser, HR staff can:		
OE 5	Describe benefit plans and include specific plan details.		
OE 6	Include customized messages to employees on enrollment pages, (e.g. new benefit notifications, additional instructions, deadlines for completion, disclaimer for those employees who decline a benefit).		
OE 7	Specify the display order in which each benefit plan is viewed by the employee.		
OE 8	Identify required and optional activities that designate an active versus passive enrollment.		
OE 9	Limit the number of dependents relationships to the employee for each benefit plan offered (e.g., employee + children selection may not have spouse on plan).		
OE 10	View the status of all enrollments.		
OE 11	Drill down into benefit groups and plans to check specific enrollment information such as a list of employees whose enrollments are completed, in progress, or not yet started.		
OE 12	Add or modify employee elections.		
OE 13	Send due date reminders using an integrated e-mail feature.		
OE 14	Use a "manage paperwork" feature to track requests for additional information or paperwork is needed.		
OE 15	Create Internet links to benefit plan provider web sites so employee can obtain additional details to help them make informed choices.		
OE 16	Report and track benefits-related information and activities as they relate to new hires, benefits group changes, dependents, session setup, employee elections, and terminations.		
OE 17	Supports default benefits which can be set up for new hires.		
OE 18	Supports unique enrollment dates for each benefit plan.		
OE 19	Provides ability to report life event (i.e., marriage, divorce) and allow "eligible" changes to benefit elections.		
OE 20	Automatically prompts "eligible" changes to benefit elections when life event change is made.		

Human Resources Department - Attachment B
Technical Specifications - Compliance & Reporting

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CR	1	Changes to compliance requirements are maintained and updated by HRIS vendor.		
CR	2	All compliance reporting can be generated for current periods and historical periods.		
CR	3	Standard compliance reports include:		
CR	4	EEO-1		
CR	5	EEO-4		
CR	6	OSHA 300 and OSHA 301		
	7	Non-Discrimination Testing		
CR	8	Automatic notification of I-9 expiration /visa expiration.		
CR	9	COBRA qualifying events are automatically triggered based on employee transactions.		
CR	10	COBRA letters can be generated from the system.		
CR	11	Tracks any accommodations made to support the American with Disabilities Act.		
CR	12	Provides military and veteran status for employees		
CR	13	Includes affirmative action compliance features		
CR	14	Provides HIPPA support.		
CR	15	Includes state-mandated "New Hire" reports (for child support payment tracking).		
CR	16	Updates from HRIS vendor when federal/state/local regulations change for Public Sector organizations.		
CR	17	Ability to report CENSUS data to appropriate vendors		
CR	18	Ability to track Unemployment claims		
CR	19	Stand HR metric and reporting features for the following data:		
CR	20	Turnover including by positon, department, location, time-in-position, etc		
CR	21	FMLA cases and types within a specified time period		
CR	22	System has the ability to create Personnel Action Reports and update automatically based on effective date.		
CR	23	Ability to create ad-hoc reports quickly and easily.		

Human Resources Department - Attachment B
Technical Specifications - Leave Administration

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
LA	1	Supports unlimited types of leave.		
LA	2	Supports maximum duration of leave types and combined leaves (i.e., FMLA, Workers Comp, Vacation, Holiday, etc.).		
LA	3	Tracks due dates of FMLA forms by employee.		
LA	4	Tracks the approved date when the employee's leave of absence is expected to start and return to work.		
LA	5	Tracks and reports cumulative FMLA time taken by employee.		
LA	6	Maintains leave of absence history.		
LA	7	Calculates the planned duration, based on expected end and expected start dates for FMLA leave.		
LA	8	Supports workflow approval process for leave requests initiated by employee and supervisors.		
LA	9	Displays warning message during pay processing if time entered exceeds the leave balance.		
LA	10	Paid Leave Bank (PLB) plans can be configured for a lump sum accrual on an annual basis.		
LA	11	PLB plans can be configured to accrue based on length of service and/or user defined rates.		
LA	12	PLB plans can be configured to accrue based on user-defined frequencies:		
LA	13	Per number of days.		
LA	14	Per number of weeks.		
LA	15	per number of months.		
LA	16	Per number of years.		
LA	17	Per fixed date.		
LA	18	Per included hours.		
LA	19	Per included earnings.		
LA	20	Per Pay Period.		
LA	21	Per customer defined rules.		
LA	22	PLB plans can be configured to adhere to user-defined carryover rules.		
LA	23	System can configure leave accruals based on actual effective date even when inside a pay period time frame.		
LA	24	System displays the maximum amount of leave allowed by employee.		
LA	25	Leave types can be customized based on job description or job category.		

Human Resources Department - Attachment B
Technical Specifications - Performance Appraisal

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PA	1	Tracks performance review satus and dates (i.e., complete, incomplete).		
PA	2	Maintains performance feedback, ratings history, and associated increase.		
PA	3	Enables reporting and analysis of performance ratings for various employee groups (i.e., by job, manager, supervisor, department, and location).		
PA	4	Integrates with training and succession management applications and processes (i.e., learning plans and career plans).		
PA	5	Provides e-mail reminders and overdue notices throughout the process.		
PA	6	Administrators can view the status of the review process at any time.		
PA	7	Historical reviews can be accessed easily by managers or administrators.		
PA	8	Review results are automatically updated in the HRIS system for processing pay increases and reporting.		
PA	9	Ability to attach or pull information from job description.		
PA	10	Abiilty to track performance appraisalscompleted and submitted on time by supervisor, department, and/or location.		

Human Resources Department - Attachment B
Technical Specifications - Compensation

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CP	1	Compensation features are integrated with the HRIS and payroll functions.		
CP	2	System creates and retains salary history.		
CP	3	System tracks and can report on bonus pay.		
CP	4	System tracks and can report on incentive pay.		
CP	5	System manages separation pay and other discretionay pay.		
CP	6	System allows for a pay change to be entered into the system and populated manually in all related fields.		
CP	7	System provides the capability of mid-pay period salary change process.		
CP	8	System allows managers to process approvals via workflow and automatcially implement increase on the effective date.		
CP	9	System validates minimum and maximum salary/grade when pay is changed and provides warning messages as needed.		
CP	10	Compensation modeling is available and easy to use.		
CP	11	System has the ability to calculate and display reports compa-ratio and/or quartile information.		
CP	12	Ability to calculate retro pay based on an effective date.		
CP	13	Ability to calculate two pay rates within one pay period based on actual dates.		
CP	14	Ability to track bonus amounts.		
CP	15	System maintains a title for each pay rate.		
CP	16	System maintains a title for each job code.		
CP	CP	System maintains position control features.		
CP	CP	System allows for mutiple pay rates by employee.		

Human Resources Department - Attachment B
Technical Specifications - Employee Relations

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
ER	1	Tracks disciplinary actions including a description of the incident.		
ER	2	Managers and HR staff can record the type of action taken (i.e., written warning, suspension, termination).		
ER	3	Records required follow-up steps and the time frame for completion.		
ER	4	Schedules review of employee responses to actions.		
ER	5	Grievances can be viewed in summary format.		
ER	6	Managers can drill into specific grievances.		
ER	7	Tracks the date and type of grievances (i.e., inequality, unfair pay, unfair working conditions).		
ER	8	Tracks final outcome of the grievance and the date it was closed.		
ER	9	Ability to enter notes or attach documents.		
ER	10	Progressive disciplinary actions or Performance Improvement Plans can be tracked and reported.		

Human Resources Department - Attachment B
Technical Specifications - Employee Development

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
ED	1	Tracks core competencies associated with next/future job.		
ED	2	Flags employees that are recommended for a specific job.		
ED	3	Tracks the date an employee will be ready for the next position.		
ED	4	Managers can create a career plan based on license, skills, training and education.		
ED	5	Tracks multiple language proficiency information including speaking, reading, and writing for each employee.		
ED	6	Maintains multiple education information per employee such as schools attended, date of attendance, degrees, and course of study.		
ED	7	System tracks the following data:		
ED	8	Skill codes.		
ED	9	Skill descriptions.		
ED	10	Experience levels.		
ED	11	Proficiency levels.		
ED	12	Last date skill was used.		
ED	13	Tracks employee licenses and certifications and expiration dates.		
ED	14	Tracks employee professional associations. Specify limits.		
ED	15	Tracks attendance in training classes.		
ED	16	Ability to provide training reports for individual employees.		
ED	17	Tracks and reports tuition reimbursement information.		

Human Resources Department - Attachment B
Technical Specifications - Safety

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
ST	1	Maintains safety logs at the employee level.		
ST	2	Can view a summary page/window showing all incidents for an employee.		
ST	3	Can view the detail of an individual employee incident including:		
ST	4	Accident, injury, or exposure itself.		
ST	5	Date and time of accident or injury.		
ST	6	Date and time of initial and follow up visists to the doctor or other required appointments.		
ST	7	Days away from work.		
ST	8	Modified/light duty offer and letter.		
ST	9	Days of restricted work/light duty.		
ST	10	Complete incident description.		
ST	11	Ability to add notes.		
ST	12	Case number.		
ST	13	Standard reports are available including:		
ST	14	Incident information.		
ST	15	Historical information.		
ST	16	OSHA reports.		
ST	17	All incident history is maintained.		
ST	18	Maintains the following safety data by employee:		
ST	19	Commercial Drivers License and expiration date.		
ST	20	State Drivers Licenes and expiraton date.		
ST	21	Random Drug Testing data, information, and results.		
ST	22	Drug & alcohol compliance tracking.		

Human Resources Department - Attachment B
Technical Specifications - Volunteer Information

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
VI	1	Standard name, address, and phone number information.		
VI	2	Background check completed along with results of background check.		
VI	3	Department(s) or location(s) where volunteer will be working.		
VI	4	Staff member supervising volunteer.		
VI	5	Start date.		
VI	6	Orientation date.		
VI	7	End date.		
VI	8	Ability to attach volunteer application or other related documents to individual's file.		
VI	9	Ability to track number of hours of volunteer work by pay period, month, or other customer defined time frame.		
VI	10	Ability to attach volunteer job descriptions to individual volunteer records.		

Human Resources Department - Attachment B
Technical Specifications - Self-Service

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SF 1	From a web-browser, employees can:		
SF 2	View current benefits and related information		
SF 3	Compare the cost of current benefits versus new benefit options		
SF 4	Select benefit elections from a list of eligible benefits		
SF 5	Keep existing benefit elections with no changes		
SF 6	Modify existing benefit elections.		
SF 7	Waive or decline benefit options.		
SF 8	Review, add, modify and remove dependents and beneficiaries.		
SF 9	Review benefit plans and summary description documents.		
SF 10	Link benefit plan provider Web sites for additional information to help in making informed benefit and provider choices.		
SF 11	Save "in progress" enrollments and then later return to modify choices, make additional elections and complete the enrollment process.		
SF 12	Removing a dependent.		
SF 13	Update of address.		
SF 14	Change of marital status.		
SF 15	View PLB leave balances.		
SF 16	View accrual rate		
SF 17	View maximum allowed accrual rate.		
SF 18	From a web-browser, Supervisors can:		
SF 19	View and update worker's compensation incident reports.		
SF 20	View direct reports titles		
SF 21	View direct reports pay rates		
SF 22	View direct reports anniversary dates		
SF 23	View direct reports performance review dates		
SF 24	View direct reports Personal Leave Bank (PLB) balances		

Community Development - Attachment C
Technical Specifications - General

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW	1	System is a true 32-bit or 64-bit Microsoft Windows Graphical User Interface application.		
SW	2	Ability to utilize an application server for (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.		
SW	3	System allows a single user to be in multiple modules at the same time, without running multiple sessions of the application.		
SW	4	System must allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the other modules.		
SW	5	System uses Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.		
SW	6	The user interface provides “drill-down” features.		
SW	7	The drill-down features can be used without keyboard intervention.		
SW	8	All fields allow users to type information directly into the field. Look-up screens are		
SW	9	Combo boxes or lookup screens are accessible by both a mouse click and a keyboard shortcut.		
SW	10	All screens can be navigated and completed with or without the use of a mouse.		
SW	11	Data entry order can be modified on all screens, and each user can have their own data entry order.		
SW	12	Data used to create graphical data analysis can be easily exported in an Excel format.		
SW	13	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.		
SW	14	The product is capable of running in a Windows network environment. Describe any other operating environments your proposed software will work with. In the event your software does not run on Microsoft products explain what operating systems it does run on.		
SW	15	System security allows lock-out of specific modules (no access).		
SW	16	System security allows read-only access to specific modules.		
SW	17	System security allows lock-out of specific menu items (no access).		
SW	18	System security allows read-only access to specific menu items.		
SW	19	System security allows lock-out of specific field-level items (can remove them from the screen).		
SW	20	System security allows read-only access to specific field-level items (view-only on screen).		
SW	21	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.		
SW	22	All reports can be previewed on the screen prior to being sent to a printer.		
SW	23	Print Preview: Page up and page down through a report.		
SW	24	Print Preview: Go to bottom and go to top of report buttons.		
SW	25	Print Preview: Provide the ability to archive a report via PDF instead of printing.		
SW	26	Print Preview: Ability to print a single page or range of pages.		
SW	27	At each workstation, reports can be sent to any printer available either locally or on the network.		
SW	28	All standard reports are modifiable by the user.		
SW	29	All reports include the name and title of the report, date, and time the report was produced and the date(s) the report covers.		
SW	30	System has built-in report-writing tools that allows an employee with no knowledge of report-writing programs to build their own reports.		
SW	31	Built-in report-writing tools allow the user to export reports to XML datasets.		
SW	32	All reports can be exported to an electronic file.		
SW	33	The system supports multiple concurrent users in separate modules.		
SW	34	The system supports multiple concurrent users in each individual module.		
SW	35	Within all modules, provide for an on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provides direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.		
SW	36	End user reporting tools are available within all modules to create queries and/or reports, using data from any of the fields within the systems. The interface is ODBC compliant and has the capability to transfer data to third party applications, such as Microsoft Excel, Access, etc.		
SW	37	System allows for mail-merge options.		
SW	38	Proposer must provide an enterprise solution for licensing, permitting,		
SW	39	System supports Laserfiche integration.		
SW	40	System has built-in audit programs and procedures.		
SW	41	Supports Microsoft Active Directory Integration		
SW	42	Has a web-based client		
SW	43	Ability of server components to run in a VMWare environment		
SW	44	Ability to attach documents in Word, Excel, PDF, etc.		
SW	45	Audit trails for all additions, updates, deletions, changes.		
SW	46	System supports electronic signatures.		
SW	47	Ability to convert/migrate data from Accela Permits Plus		
SW	48	Ability to search and report on all data elements. Vendor supplied data dictionary for ad hoc reporting.		
SW	49	Ability for system to be configured by City Staff without vendor engagement		
SW	50	Ability to run a separate instance for testing and training purposes		
SW	51	Ability to integrate with Laserfiche for document management		
SW	52	Ability to integrate with ESRI ArcGIS Online for parcel and address data		

Community Development - Attachment C
Technical Specifications - Web Integration

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
WI	1	Allow public online access to information, application, complaint, permit, and plan submittal.		
WI	2	Information posted real-time for public access		
WI	3	View a map of selected parcel, or ability to search and find a parcel; view associated documentation (depending on security settings)		
WI	4	Ability to calculate, estimate and/or pay fees online		
WI	5	Ability for external users to upload plans, photos, information, etc.. Ability to review, update and/or modify submissions		
WI	6	Ability to disseminate approved project data to the general public via a searchable list and/or map interface.		
WI	7	The web portal should support private and secured access to allow building inspectors, code enforcement officers, and other staff members to retrieve and enter permit data, inspections, and code violations from the field.		
WI	8	The web portal should support private and secured access (i.e. login required) to contractors, developers, architects, and other professional services that would allow them to view all permit applications they have submitted.		
WI	9	Allow City staff to specify how public users schedule inspections online.		
WI	10	Ability to display comments.		
WI	11	The web portal needs to be ADA compliant.		
WI	12	Searches for permit/application information available by street address, owner information,		
WI	13	Customer online access to view status of applications, permits, code violations, CRM cases.		
WI	14	Real time accessibility to application data (i.e. inspection results available once posted).		
WI	15	Ability to validate field values when submitting a page.		
WI	16	Ability to set public users permissions when creating a record.		
WI	17	The ability to automatically send emails when inspection status is changed.		
WI	18	Ability to control the display of fields on the online application-intake form.		
WI	19	Ability to calculate certain field values and populate other fields based on the calculation.		
WI	20	Ability to run web portal as a self service kiosk.		
WI	21	Web pages and on-line forms can be edited locally by Ciy Staff, as needed.		
WI	22	Web interface can process credit/debit card transactions and update the database as needed, for such processes as license verification, duplicate licenses, reactivations and disciplinary fines.		
WI	23	Access by the public, through the web interface, can be limited to records or portion of records designated as "public".		

Community Development - Attachment C
Technical Specifications - Plan Review

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
RE	1	Development Review and Tracking: Provide the necessary software tools and integrated databases for central coordination and tracking of general development review processes.		
RE	2	Maintain historical data for multi phased projects by phase		
RE	3	Generate referral agency notifications list and mailing labels based on geographic location.		
RE	4	Ability to email referral requests (potentially automated)		
RE	5	Provide for logging dates sent, reviewed, due, rejected or approved for multiple reviewers, as well as a remarks area for each reviewer		
RE	6	The system has the ability to annotate, upload, store and convert plans electronically.		
RE	7	The system will send email notifications to the applicant of status changes.		
RE	8	The system will automatically determine which departments/agencies need to review the permit applications based on permit type and GIS proximity checks through the use of an automated workflow preferably via e-mail.		
RE	9	The system will allow staff to add or remove departments/agencies from list of required reviews.		
RE	10	The system will automatically electronically "route" the application information to the required reviewers.		
RE	11	The system must support both serial and parallel plan review.		
RE	12	The system prevents the approval of an application until City-defined review requirements are met.		
RE	13	The system prevents the issuance of permits until all required plan review approvals are completed and fees paid.		
RE	14	The system tracks and logs each time an application is submitted for plan review. That is, if an application is rejected, then later resubmitted for review, historical info of when it was last submitted and reasons for rejection is readily available.		
RE	15	The system is able to produce a plan review/correction report that would document all the correction requirements for approval. This report could be generated for a single department/agency or as a consolidated report.		
RE	16	Reviewers from each agency involved in plan review are able to view the status and comments related to plan review.		
RE	17	The applicant is able to view online the status and comments of his/her application in the plan review process.		
RE	18	The system supports code searches and the ability to copy excerpts of code information, design guidelines, and PUDs to be pasted in correction notices.		
RE	19	The system is able to generate plan review checklists based on data in application form.		
RE	20	Ability to retrieve and display entire plan sets, individual drawings and/or selected portions of the drawing or image.		
RE	21	Ability to transmit an electronic image of an annotated plan to the applicant.		
RE	22	Allow manual workflow overrides by authorized City staff (add new steps, remove steps, reorder steps).		
RE	23	Rules-based workflow with triggers (date threshold, event, variance, etc.), alerts, email alerts and actions (generate a letter, send an email, etc.).		
RE	24	Must use automatic warnings to manage workflow activities such as holds on permits and other processes.		

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
RE	25	Must use status of reviews to determine next step(s) in permit, plan review, inspection, etc. processes.		
RE	26	When all active parallel tasks are complete, the next task in a plan review workflow becomes active.		
RE	27	The system shall provide consistent plan review functionality for all participating agencies; plan review processes may vary by agency.		
RE	28	The system is able to track/log/summarize Town staff's time spent on projects related to plan review and inspection.		
RE	29	Ability to generate public notices		
RE	30	Ability to support electronic recording of plans with Boulder County		
RE	31	Ability to create an automated form for public notices		
RE	32	Ability to generate a checklist for procedures to properly post a public notice		
RE	33	Ability o use map feature to determine zoning, subdivision, and whether there is a PUD		
RE	34	Ability to attach, link, input or reference PUD data to a parcel in the system		

Community Development - Attachment C
Technical Specifications - Permitting

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PE	1	Tracks Unique Contractor number		
PE	2	Includes renewal process and fee calculations		
PE	3	Comprehensive License History tracking by User, date, time stamp		
PE	4	Track Registration, Insurance and Expiration information		
PE	5	Customization of license labels as well as all drop downs fields		
PE	6	Supports Unlimited Contractor License Types per Contractor with associated Expiration Cycles		
PE	7	Comprehensive Activity Tracking (ie Permits, Plans, Code Cases, Inspections, etc)		
PE	8	Create unlimited permit categories (Building, Fire, Planning, Code Enforcement, Public Works, Community Events, etc.).		
PE	9	Create unlimited permit types (Building, Mechanical, Combination, Electrical, Grading, Plumbing, Sprinkler, Fire, Land Use, etc.) with te capability to have unique workflows for each.		
PE	10	Unlimited user-defined permit conditions.		
PE	11	Ability to add multiple standard conditions to a record in one submit process.		
PE	12	The system needs to assist in tracking the physical location of applications and plans.		
PE	13	The system will automatically calculate an issued permit's expiration date based on a user-defined formula. The expiration date would automatically be adjusted based on inspection requests and status updates.		
PE	14	Trigger alert when permit is going to expire.		
PE	15	The system will allow authorized user to update expiration date.		
PE	16	The system is able to send out an automatic email to the applicant or permit owner advising that the application/permit will be expiring.		
PE	17	The system will retain property owner and contractor changes for all open applications and permits (i.e. final inspection not completed).		
PE	18	The system will allow staff to place a "hold" on an application or contractor. This would prevent permit(s) from being issued and inspections from being requested for the associated permit/applications and/or contractors/customers.		
PE	19	The system will allow a temporary override on holds and will require staff to enter a reason for the override.		
PE	20	The system should have an internal "professional services database" that would hold license #'s, expiration dates, and general contact information (ie. business name, address, phone number, insurance certificates, licenses, etc...).		
PE	21	Automatically populate contact information for contractor, architect, etc. from master list.		
PE	22	The system will generate an alert message when there are outstanding permit or re-inspectlon fees or code violations associated with an application, permit, or an applicant.		
PE	23	System supports the ability to copy permit applications from existing applications or permits by allowing user to specify which fields should be copied.		
PE	24	System supports the ability to create a temporary application template that could be used to create multiple permit applications (which could be used for subdivision projects).		
PE	25	Initiate multiple permits simultaneously from a single parcel.		
PE	26	Users and customers can initiate a permit application from parcel selection on a GIS map.		
PE	27	Mobile staff can initiate a permit application from the field.		
PE	28	Mobile staff can initiate multiple permits from parcel selection on a GIS map.		
PE	29	Ability to group permits under a single project.		

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PE	30	Track complex projects (e.g. multiple permits, multiple parcels, split parcels, roads, commercial and residential, multiple addresses, etc.).		
PE	31	Ability to have the same license number assigned to multiple license types, such as electrical, mechanical, and plumbing licenses.		
PE	32	Visibility across departments of where the permit is in the workflow routing, status, and who is working on each action.		
PE	33	Must provide a function to allow staff to record communications between staff and the applicant specific to a project.		
PE	34	Ability for City personnel to complete a single application for a range of addresses (i.e. plumbing permits for all units in a condominium building).		
PE	35	Ability for authorized staff to reinstate expired permits and determine and bill any applicable reinstatement fees.		
PE	36	Ability to attach documents to a specific permit		
PE	37	Ability to send renewal notices to contractors (email and/or mail)		
PE	38	Ability to define defferent numbering schemes for different types of permits		

Community Development - Attachment C
Technical Specifications - Inspection

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
IN	1	The system shall support the entry of inspection requests, cancellations, scheduling, and rescheduling.		
IN	2	The system shall assist in assigning inspection requests based on permit type.		
IN	3	The system shall assist in creating a daily inspection schedule for each inspector.		
IN	4	The system shall provide the ability to manually reassign inspection requests to another inspector.		
IN	5	The system shall provide the ability to support remote access for inspectors from the field.		
IN	6	The system should allow the inspector to enter his/her inspection results from field and email to contractors/customers.		
IN	7	The system shall provide the ability to record violations from a list of standard violation codes.		
IN	8	The system shall provide the ability to link images (including scanned images and photos) and files to an inspection record.		
IN	9	The system shall automatically update the permit status to "completed" once final inspection is		
IN	10	The system shall allow for final and expired to be unlocked and reset to active by inspection supervisor if a final inspection was completed in error. System would require a reason be recorded for auditing purposes.		
IN	11	The system shall allow for unlimited comments on an inspection record.		
IN	12	The system shall prevent the scheduling of inspections until inspection and/or re-inspection fees have been paid. System will have an override option to this rule.		
IN	13	For commercial electrical and plumbing inspection requests, the system should only accept requests generated by the electrical/plumbing contractor.		
IN	14	The system supports electronic requests for certificate of occupancy from contractor and/or property owner.		
IN	15	The system should only allow the issuing of a certificate of occupancy when all inspections are finalized and all required agencies have signed off.		
IN	16	Abilities to produce paper copies of inspection documents.		
IN	17	Allow inspection results to initiate subsequent work flow processes.		
IN	18	Ability to produce, display and print a list of inspections (past, current and scheduled) by permit number, address, applicant, contractor, or inspector.		
IN	19	Mobile unit should support quick access to all contact details (owner, applicant, contractor, complaintant).		
IN	20	Mobile unit should support quick access to permit info and other resources that would assist in completing field inspections.		
IN	21	Inspection results from mobile units should update system in real-time.		
IN	22	Mobile units need to support wireless and offline synchronization.		
IN	23	The system should support automatic email notifications to contractors of inspection results and status.		
IN	24	When requesting inspections, customers should have the ability to display available inspection times and select a preferred time.		
IN	25	Customer must have the ability to track the status of individual inspections related to a permit, address and project.		
IN	26	Customers must have the ability to request re-inspection following correction notice.		

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
IN	27	Ability to add a billable check box that allows agency users to indicate whether time spent conducting an inspection can be billed.		
IN	28	Ability to carry over any failed items to all inspections that are scheduled.		
IN	29	Ability to determine if a requested inspection is valid based on permit status.		
IN	30	Multiple user-definable task checklists (e.g. inspection punch list) by permit/inspection type.		
IN	31	Ability to print correction notices in the field.		
IN	32	Ability to generate reports (for time periods) that summarize project/permit/enforcement activities.		
IN	33	Ability to generate reports for all addresses that have a specific type of inspection approved and sort by geographic area (subdivision, parcel, etc.)		

Community Development - Attachment C
Technical Specifications - Code Enforcement

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CE	1	Code Enforcement: Allows for the monitoring of codes and management of violations associated with a parcel of land or project.		
CE	2	Allow multiple violations to be added to a single case while tracking each resolution and status individually		
CE	3	When a violation is added, the code text is automatically inserted into a comments field		
CE	4	Ability to view the status of a complaint investigation.		
CE	5	System has a complaint and violation manager.		
CE	6	System supports user pre-defined code violation description library.		
CE	7	System supports the ability to attach photos and correspondence (emails, scanned letters, etc...) to complaint/violation records.		
CE	8	System maintains a call log of calls made to contacts regarding complaint/violation case.		
CE	9	History of case is retained and available for printout.		
CE	10	System supports email to contacts.		
CE	11	System able to generate editable chronic violation and form letters using data from complaint/violation record.		
CE	12	Code enforcement officer able to set due dates and schedule reminders of upcoming events and/or required actions (e.g. inspection Dates, Court Dates, Appeal Dates).		
CE	13	System stores information regarding field inspections related to complaints/violations.		
CE	14	System tracks and displays the number of days a violation is active.		
CE	15	Code enforcement officer is able to "flag" parcel and/or property owner that would generate alerts in other modules of system (e.g, when property owner applies for a permit).		
CE	16	Support unlimited number of complaint and/or violation types.		
CE	17	Manage complaints, cases, history of violators, type of violation, related actions, remedies, etc. Track numbers for each.		
CE	18	Does the proposed system have the ability to submit complaints online through the CRM module with the option of remaining anonymous.		

Community Development - Attachment C
Technical Specifications - Citizen Response Management

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CR	1	Route inquiry/complaint information to the appropriate department		
CR	2	Store contact information for site of inquiry or complaint and complainant		
CR	3	Ability to provide the description of the inquiry/complaint with unlimited text		
CR	4	Ability to provide the resolution of the inquiry/complaint with unlimited text		
CR	5	Generate email with inquiry/complaint details		
CR	6	Ability to create workflow rules based on follow up activities such as sending an email, mail a letter, create a case, etc		
CR	7	Citizen Response Management - Ability to link citizen inquiry/complaint with a permit, code compliance file, Planning Case, address, parcel, etc		
CR	8	Ability to extract data on inquiries/complaints (such as number per person/parcel, etc)		

Community Development - Attachment C
Technical Specifications - Contact Management

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CM	1	Unlimited User-defined contact types		
CM	2	Tracks company and contact info, address, email, phone, fax, etc		
CM	3	Link contact information to associated projects and activities		
CM	4	Ability to identify specific contacts related to a project, identify whether an email address is available, if available send an email with attachments, if not available print a document		
CM	5	Ability to duplicate contact information from one contact type to another		
CM	6	Manage Contractor Licensing (fee collection, license expiration, insurance expiration, bond information, track multiple types of licenses, associate documents to contractors, associate authorized designees, generate emails or letters as appropriate in workflow)		

Community Development - Attachment C
Technical Specifications - GIS

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GI	1	Support ESRI ArcGIS Online, Server and Desktop through version 10x		
GI	2	Real-time link to GIS data		
GI	3	Able to assign attributes to parcel numbers		
GI	4	Create mail-merge notifications from GIS data		
GI	5	Add new projects from GIS map		
GI	6	Access and view summary information and related projects from map, Ability to Email map as an attachment, Provides a map template to easily print maps from GIS		
GI	7	Measure distance, select parcels from a drag area or radius		
GI	8	Provide Sketch tools		
GI	9	Allow for the assignment and reassignment of property addresses to parcel numbers		
GI	10	Create GIS maps that display queried data		
GI	11	Provides workflow rules based on spatial data		
GI	12	Ability to write data collected in application to GIS		
GI	13	Assessor Data Integration: Capability to automatically integrate Assessor data.		
GI	14	GIS based address generation using driveway / road intersection.		
GI	15	Any address data used from external data sources must be verified against postal standards and a master address file.		
GI	16	Record and display full parcel history of any piece of land, including all parcel, permit, project, and historical data		
GI	17	Ability for applicants to generate, export and/or print mailing labels for public notice distributions		
GI	18	Ability to integrate business license data into parcel ID		

Community Development - Attachment C
Technical Specifications - Fees & Payments

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
FP	1	Provide detailed financial audit trails		
FP	2	Calculate permit fees based on our fee schedule and ensure fees are collected prior to permit issuance		
FP	3	Ability to provide for trust accounts		
FP	4	Ability to link fees to specific Finance Department Accounts		
FP	5	Ability to export fee reports based upon account number to financial system		
FP	6	Ability to calculate, assess, and invoice fees.		
FP	7	Ability to store unlimited fee schedules.		
FP	8	The system shall utilize fee schedules consisting of fee codes with effective and expiration dates.		
FP	9	Fee schedules may contain unlimited fee items.		
FP	10	Supervisors have ability to override fees.		
FP	11	Track bond/assurance amounts and reduce and release funds as milestones are met.		
FP	12	Ability to allow online payment of fees.		
FP	13	Ability to refund payments, void payments and manage invoices.		
FP	14	The system shall retain historical fee schedules.		
FP	15	The system should support flat fees (e.g. permit type and re-inspection).		
FP	16	The system should support unit fees (e.g. plumbing and electrical fees that are based on fixtures and circuits).		
FP	17	The system should support valuation fees (flat fee + variable fee based on valuation range and increments).		
FP	18	The system shall support the collection of cash, check, credit/debit card, and mixed payment types. Payments should be recorded and stored for auditing purposes.		
FP	19	The system shall provide the ability to support fee waivers.		
FP	20	The system shall provide the ability to support additional fees.		
FP	21	The system shall provide the ability to support penalties.		
FP	22	The system shall automatically calculate fees and be able to recalculate fees if changes are made to application/permit.		
FP	23	The system shall support the manual entry of fees such as special inspections, re- inspections, and penalty fees when appropriate.		
FP	24	The system shall support the collection of miscellaneous fees that may not be associated with a parcel or application/permit number. (e.g. service charge for photo copies).		
FP	25	The system shall provide ability to query and obtain listing of previously made payments by application number or other user-defined parameters.		
FP	26	The system shall provide the ability to reprint receipts.		
FP	27	The system shall maintain audit history of who collected the payment, when the payment was made, and who actually made the payment.		
FP	28	Ability to calculate multiple special fees (e.g. surcharge fees) by line item.		
FP	29	Allow for additional manual fee adjustments by Town staff.		
FP	30	Allow for a "received" field that displays on all payment forms and lists which type (such as in-person, mail, phone, web) was used.		
FP	31	Describe payment option for credit cards and electronic checks; what method is used for the processing?		

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
FP	32	Integrates plan review/inspection (i.e. staff) time to generate invoices for customers.		
FP	33	Ability to generate reports based on account codes		
FP	34	Ability to account for more than one payment and more than one payor.		
FP	35	Ability to compare standard valuation table with customers valuation and default to the higher value.		

Community Development - Attachment C
Technical Specifications - Reporting

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
RE	1	Robust reporting: Generation of reports, pre-defined and ad-hoc, using any combination of all data elements.		
RE	2	The report engine shall be part of the application and any additional software, license, hardware shall be noted		
RE	3	Users are able to create queries on the fly and save those queries for future use		
RE	4	View a preview of report prior to executing		
RE	5	Export reports/letters/forms to standard formats (PDF, Excel, Word…) to edit		
RE	6	Merge data in MS Word doc templates		
RE	7	Ability to schedule reports to run at a specified time or a recurring time/day		
RE	8	Able to print and attach a Report to a project within a single step		
RE	9	Real time user definable dashboard including work in progress, calendars, dynamic charts and graphs.		
RE	10	Real time management dashboard to view/track all permits and applications, make assignments, make comments		
RE	11	The application should provide the facilities to export report data to or integrate with Microsoft Office products.		
RE	12	Ability for any report to be output as a PDF document.		
RE	13	Financial reports should be defined by license/permit/inspection type or enforcement type.		
RE	14	Fee reports can be created by date ranges, by license types and by specific licensees.		
RE	15	The system should allow managers to view all of their direct reports\ work schedules and assigned activities.		
RE	16	The system should provide management dashboards for City performance tracking (key result measures, Town goals and business and trend reporting/analysis).		
RE	17	Ability to create and brand City custom reports.		
RE	18	Ability to report on any stored data element not restricted due to security.		
RE	19	Ability for contractors to display and print authorized reports.		
RE	20	Ability for the Town to display and print a set of requested transactions for a specified date and time range.		
RE	21	Staff can set up a schedule for periodic data extraction and automatic transmission.		
RE	22	Form letters are fully configurable for the City.		
RE	23	System can track and display previous versions of a form letters and will indicate what version was sent out to public.		
RE	24	System can generate aging reports to identify requests (such as applications or complaints) that are overdue for a response.		
RE	25	Users can access workflow lists of pending items that pertain specifically to their job responsibilities.		
RE	26	Availability of a system-wide data dictionary for custom and ad hoc reporting by City.		

Community Development - Attachment C
Technical Specifications - Mobile

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
MO	1	View, schedule and modify system information and enter notes while in the field from mobile electronic devices.		
MO	2	Ability to quickly access system information and retrieve data by searching any parameter, including permit number, contractor, address, parcel number and associated activities, etc.		
MO	3	Ability for field inspectors to print documents while in the field.		
MO	4	The system supports/provides a version of the software that can be deployed on a mobile device.		
MO	5	The proposed wireless module must support ESRI ArcGIS Server Standard 10x		
MO	6	The proposed wireless module must provide a list of most recently viewed items.		
MO	7	The proposed solution must have a "job list" that brings together all of the user\s upcoming		
MO	8	Online help and users guides.		
MO	9	The proposed wireless module must be able to display the records on a map, automatically		
MO	10	The proposed wireless module must have touch screen capabilities.		
MO	11	This proposed wireless module must have the capability to allow inspectors to input the information continuously into their wireless device (such as a laptop PC, etc.).		
MO	12	The proposed system will store the information and automatically resume the upload of information to the proposed centralized application once the wireless connection is available and/or re-established.		
MO	13	The mobile software shall be capable of printing notices, reports, violations, licenses, etc. from a field location (using a mobile printer).		
MO	14	The system supports both synchronization and wireless connectivity communication for the mobile device.		
MO	15	The mobile version should allow inspectors to enter inspection notes and report any code violations that may be identified during an inspection.		
MO	16	The mobile version should allow inspectors to schedule follow-up appointments.		
MO	17	The mobile version should allow the inspectors full access to all relevant information for their assigned case, inspection.		
MO	18	The mobile version of the system should provide work management tools for the inspectors and their managers to review work status and all correspondence activities (phone calls, e-mails, faxes, etc.) for each assignment.		

General Administration - Attachment D
Technical Specifications - System-Wide

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GA	1	Does your solution/software provide a licensing module (dog, liquor, etc.)?		
GA	2	Does your solution/software provide a permitting module (event, special functions, etc.)?		
GA	3	Does your solution/software have a Civil or Municipal Courts module?		

Attachment E
Proposer Comments to Technical Specifications

Item Number	Comment

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS _____

RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

_____ _____

Printed or Typed Name Title

_____

Signature

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer: _____

By: _____

Title: _____

Date: _____

A PROPOSAL FOR:

City of Louisville
COLORADO · SINCE 1878

ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTION

PRESENTED BY:
Tyler Technologies

tyler technologies

August 22, 2014

This proposal is protected by copyright law and contains proprietary information and confidential trade secrets belonging to Tyler Technologies, Inc. or its partners. This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to your staff and agents when necessary for evaluation purposes, without prior written consent of Tyler Technologies, Inc. or its partners. Those confidential portions include, but are not limited to, pricing, client lists, product descriptions and implementation methodologies. All such proprietary information is clearly marked for your convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

Because of the nature of this proposal, numerous hardware and software products are mentioned by name. In most, if not all, cases these names are trademarked by the companies that manufacture the products. It is not our intent to claim these names or trademarks as our own.

Copyright 2010 - Tyler Technologies - All rights reserved.
Tyler Technologies, ERP and School Solutions, One Tyler Drive Yarmouth, ME 04096
800-772-2260 phone · 207-781-2459 fax · info@tylertech.com · www.tylertech.com

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIP EXISTS No known relationship exists

RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

James J. Hurley
Printed or Typed Name

Senior Vice-President, Sales
Title ERP and School Division

Signature

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer: Tyler Technologies, Inc.

By: James J. Hurley

Title: Senior Vice-President, Sales, ERP and School Division

Date: August 19, 2014

tyler technologies

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

August 22, 2014

City of Louisville
ERP RFP
ATTN: Chris Neves
749 Main Street
Louisville, CO 80027

RE: Response to RFP

Dear Chris Neves:

Tyler Technologies, Inc. (Tyler Technologies) is pleased to respond to the City of Louisville's Request for Proposal dated July 9, 2014, for an Enterprise Resource Planning Software Solution. The attached proposal will detail our Munis and EnerGov Solution, and the software and services Tyler Technologies will provide, including:

- Munis and EnerGov software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Training on, and support of, provided software and services

In presenting the enclosed proposal, Tyler Technologies warrants that it is unaware of any known conflict of interest in responding to, or submitting, said proposal in response to the City of Louisville's RFP. Tyler Technologies also warrants that it complies, and acts in accordance, with:

- Federal Executive Orders relating to the enforcement of civil rights
- Federal Codes regarding Anti-discrimination in Employment
- Title 6, Civil Rights Act of 1964
- Requirements of the Americans with Disabilities Act of 1990 for work performed due to this RFP

This proposal and cost schedule shall be valid and binding for 120 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.
One or more individuals in the Tyler Technologies Contracts Department have read and accepted the terms and conditions of the RFP and any amendments, except as modified by, taken exception to, or otherwise set forth in Tyler Technologies' proposal.
If you have any questions related to this proposal, please feel free to contact:

Adam Griffiths
Senior Account Executive
800-772-2260, ext. 4555
adam.griffiths@tylertech.com

Tyler Technologies, Inc. is a publicly traded corporation (NYSE: TYL)
EIN: 75-2303920

Respectfully submitted,

James J. Hurley
Senior Vice-President, ERP and School Division

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Section 1 Executive Summary

Section 1 – Executive Summary

This part of the response to the RFP should be limited to a brief narrative highlighting the firm's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel.

Tyler Technologies, Inc. has thoroughly reviewed the City of Louisville's Request for Proposal an Enterprise Resource Planning (ERP) Software Solution. Tyler is uniquely positioned to offer the City an industry-leading solution which meets your functional and business requirements. Tyler's ability to deliver quality products and services through our proven implementation process will exceed every facet of your organization's requirements.

In today's tough economic climate, all public sector organizations are tasked with increasing organizational efficiency while decreasing spending. This often poses a challenge for municipalities who are burdened with a software solution that is non- or poorly integrated, requires cumbersome duplicate entry and standalone systems, hampers efficiency through manual and paper-based processes, restricts decision-makers' abilities to become transparent and efficient because of poor reporting and Business Intelligence tools, and lacks best business practices. The City of Louisville is not exception: you need to streamline operations and increase efficiency—all while embracing prudent spending. This can be accomplished by replacing many of the systems currently in place at the City with one enterprise wide solution with Tyler's industry-leading Munis (ERP) suite and Tyler's EnerGov (Community Development) suite.

Addressing Your Unique Requirements

The City of Louisville has made a considerable effort by providing a comprehensive RFP with detailed project requirements. Tyler has thoroughly reviewed these requirements and understands your need for a fully integrated municipal suite of software applications across your entire organization. We are confident that the Tyler Munis and Energov solutions will significantly improve the City's operational efficiency and effectiveness through enhanced reporting capabilities and information distribution to employees, elected officials, and citizens, as well as provide improved services in a cost-effective manner.

Munis is a fully functional, robust ERP suite that offers complete and seamless integration; provides dynamic reporting and other business intelligence tools; and will enable the City to embrace best business practices. Strategic management of your organization's finances, assets, and human capital requires the deliberate and proactive use of easily accessible data—including an easy way to disseminate that information. After all, how can you make fact-based decisions and work efficiently when information is hidden in scattered, outdated systems? Tyler's Munis suite will provide the City with an enterprise-wide solution from one company.

The seamlessly integrated Munis solution streamlines public sector fund accounting, budgeting, revenue, and human capital processes, enabling local governments to gain a 360-degree view of their operations for strategic decision making. The Munis advanced suite of applications provides the right tools and functionality to improve efficiencies, drive strategy and decision making, manage risk, provide effective workflow, and optimize working capital. This will enable the City of Louisville to spend less time on fund accounting and budgeting processes and more time delivering the right services to citizens.

Our applications, such as Self Service, extend access to employees, citizens, and vendors through the Internet—helping reduce routine requests for information by having data accessible online. Our integrated Tyler Content Management product (TCM) streamlines paper work processes and reduces costs—providing you yet another ROI opportunity. TCM saves staff countless hours by eliminating manual processing, filing, and finding forms. You can rely on Tyler to take the work out of your paperwork.

EnerGov is a best of breed, GIS-based Permitting & Land, License & Regulatory and Electronic Plan Review suite designed specifically for enterprising government agencies like the City of Louisville. In fact, no other Community Development suite has demonstrated a comparable commitment to delivering innovative and technologically advanced products. GIS-centric mapping enables you to plan and forecast; real-time route planning facilitates workflow; and a central database enables your staff to be efficient, allows for inter-agency involvement, and provides precise reporting. And in keeping with Tyler's other solutions, EnerGov offers unrivalled contemporary experience in the public sector industry—including mobile applications currently at the cutting edge of technology.

Within this proposal you'll find the value Tyler provides through each of our solutions. As an industry leader, Tyler is a partner who provides best-in-class solutions specifically for cities just like the City of Louisville. The City will further benefit from our ERP solutions as they are developed, implemented and supported by Tyler Technologies staff – all with an exclusive focus on serving our public sector clients. That means with Tyler you can be sure that our smooth ERP implementation is here to empower you at every turn with the right solutions and the right support. When in partnership with us you receive someone who listens and address your own very specific needs. Creating relationships with this in mind has put us at the forefront in leading this industry with functional applications that empower the users who employ them.

Protecting Your Investment for Years to Come

With Tyler's Munis ERP and Energov CDM solutions, customers receive industry leading technology that is continually enhanced through a perpetual upgrade process we refer to as *Evergreen*. What this means for the City of Louisville is a steady stream of significant, yet manageable changes deployed with minimal disruption to your operations. We continually provide the newest technologies while maintaining the integrity of our core business logic. Our *Evergreen Philosophy* is Tyler's unique approach to software development, and will provide the City of Louisville a certainty and stability in functionality that is unique to this marketplace. Through the City's annual maintenance agreement, the city will receive continuous enhancements and upgrades without needing to retrain or re-implement. As a testament to Tyler's *Evergreen Philosophy* there are over 700 Munis clients that have partnered with Tyler for more than ten years, and who currently enjoy their ERP systems that have remained as robust and current as when they first purchased Munis.

An Independent Business Case conducted in 2013 proved over a 10 year span Tyler clients would have a saving of 21% or greater when compared to vendors who don't embrace a release philosophy similar to Tyler's *Evergreen.*

Tyler - The best *value* for the City of Louisville.

When securing a new ERP solution, public sector clients often choose the software that appears to solve their current business challenges. An often overlooked criteria in the process, however, is selecting the vendor who is not only able to deliver a product that meets the City's current requirements, but can also commit to providing technical and functional enhancements that will protect the City's investment over the long term. Once it is determined that a product meets your functional requirements, it is important to consider the company you are

buying it from. Can that company provide a sustainable partnership with the City of Louisville? Three questions you should ask:

Is the company viable – can they deliver?

How will the company help the City stay current with technology and functionality required to deliver the services your constituents expect?

Looking out 5 – 10 years, is the company likely to be a significant player in the market space?

Tyler Technologies has both the experience and resources to meet the City's needs now AND in the future. In fact, helping clients successfully overcome their current issues and meet their future goals is *why* Tyler is the leader in the public sector ERP market. Helping our clients solve their problems is what our solutions are all about—and we are committed to making your transition to a new ERP system a successful one.

Thank you for your time and consideration of our proposed solution. We welcome the opportunity to demonstrate and discuss our solution with the City of Louisville in the near future.

The complete name of the firm or person(s) submitting the proposal, the main office address,

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

the primary contact person(s) and their respective telephone number(s) should be included in this section along with the following additional information:

Adam Griffiths
Senior Account Executive
800-772-2260 ext 4555

Year founded,

1966

number of employees in your company,

2,800

public or privately held company,

Tyler is a publicly traded corporation

primary business focus,

From financial management and property taxes to courts and education, we create, deliver and support software solutions and services that make it easier for local governments and schools to manage their complex, day-to-day business functions.

how many years has the system you are offering been released,

30 +

how many clients do you have,

11,000+

how many public sector clients do you have,

Tyler Technologies is focused exclusively on the public sector.

information and experience about the team that would be servicing our account, and

Tyler's implementations are managed and conducted by Tyler's experienced employees who have direct access to all of the resources and tools within the Tyler organization including development, support and management. We have over 50 implementation teams, comprised of over 150 people, managing Tyler software implementations. Where Tyler resources perform all Tyler project related activities – deployment, consulting, analysis, training and support – teams are assigned after contracts are signed in order to make best use of Tyler resources. Project teams are assigned based on geographical region and experience with clients of similar size and type (i.e. city, county, school).

what is the average size of your customer.

Tyler's Munis ERP Solution is used by over 1300 local government agencies across the United States, ranging in size from small Townships and Cities, to some of the Country's largest Cities and Counties. The median Munis customer has an annual budget of $42M, a population of 35,000, and 450 employees.

1.1 Company Background

Tyler Technologies, headquartered in Dallas, Texas, is a leading provider of information management solutions and services to local governments. The company provides software and services to more than 11,000+ local government offices throughout all fifty United States, the U.S. Virgin Islands, Canada, Puerto Rico, and the United Kingdom. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

With decades of exclusive public sector experience, Tyler Technologies is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products, and offer clients a single source for all their information technology needs, in several major areas: Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Citizen Services, Land & Vital Records, and Document Management.

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Tyler always puts its clients first. We succeed because we take our client's success seriously, and we have a proven record of delivering superior software solutions and services. The overwhelming majority of clients are up and running on time, and within budget. Whether it's developing, enhancing, and implementing our software, or providing excellent service and client support—we succeed because our clients succeed. We want clients for life. In fact, many of Tyler's first clients, across every solution, are still clients today—some with relationships that span decades.

1.1.1 Public Sector Focus

Tyler Technologies' business units have provided software and services to customers for more than forty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. It's 100 percent of our business.

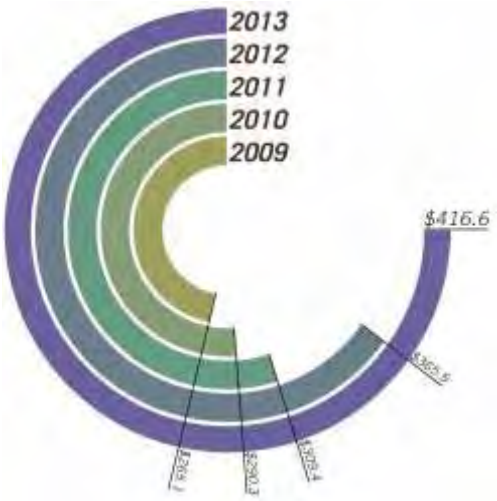
Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the

experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services.

Tyler's expansive offering of professional services is designed to complement its software offerings and produce the optimum working environment for local government customers.

- ≠ Consulting
- ≠ Conversion
- ≠ Customization
- ≠ Training
- ≠ Live ongoing support
- ≠ Network management

1.1.2 Financial Stability



Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 51 consecutive quarters of profitability. Total revenue for 2013 was $416.6 million and year-end backlog was $531.8 million. Experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy.

For additional revenue information please visit www.tylertech.com

1.1.3 Industry Leadership

Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts, therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they are able to offer more specialized services.

Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 2,600 individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average.

1.1.4 Company Recognition

Tyler has again been included on *Software Magazine*'s **Software 500 ranking of the world's largest software and service providers for 2012**. "We are honored to be recognized for the fourth straight year by Software Magazine as one of the 500 largest software companies in the world," said John S. Marr Jr., president and chief executive officer of Tyler Technologies. "Our consistently strong performance proves that even in these challenging economic times, Tyler Technologies continues to create significant value and provide the best and broadest scope of software and services available to the public sector."

The ranking is based on total worldwide software and services revenue for 2010. This includes revenues from software licenses, maintenance and support, training, and software-related services and consulting. Suppliers are not ranked on their total corporate revenue, since many have other lines of business, such as hardware. The financial information was gathered by a survey prepared by King Content Co. and posted at www.softwaremag.com, as well as from public documents.

Tyler Technologies, Inc. has been named to Forbes 2012 list of *Best Small Companies in America*. Company rankings are based on return on equity, sales, and profit growth over the previous twelve months, and a comparison of a company's stock performance with that of its peers.

Tyler has been recognized by Forbes.com as one of the top *100 Most Trustworthy U.S. Companies*. Based on ranking compiled by Audit Integrity, an independent firm specializing in research on corporate governance best practices, the nomination identifies companies that "showed the highest degree of accounting transparency and fair dealing to stake-holders." Tyler ranked among the top 25 companies honored.

Tyler Technologies also made the Fortune FSB 100 listing of *America's 100 Fastest-Growing Small Public Companies*. Companies were ranked on the previous three years' earnings growth, revenue growth, and stock performance.

Section 2 Proposed Software & Computing Environment

Section 2 – Proposed Software & Computing Environment

The proposer must present, in detail, features and capabilities of the proposed software. In addition, the following information should be included:

2.1 Solution Overview

2.1.1 Munis Overview

Munis is an Enterprise Resource Planning (ERP) solution designed specifically for governments and schools. Simply put, Munis enables and empowers users to become more efficient, productive and responsive to the needs of their constituents.

Munis clients get industry leading technology that is continually enhanced through a perpetual upgrade process we refer to as *evergreen*. It is a steady stream of significant yet manageable changes deployed with minimal disruption to our clients' operations — with no re-licensing fees. We add the newest technologies while maintaining the integrity of our core business logic. This incremental introduction of new technologies results in a product that always has functional innovation with the practical application of technology that is in line with client needs.

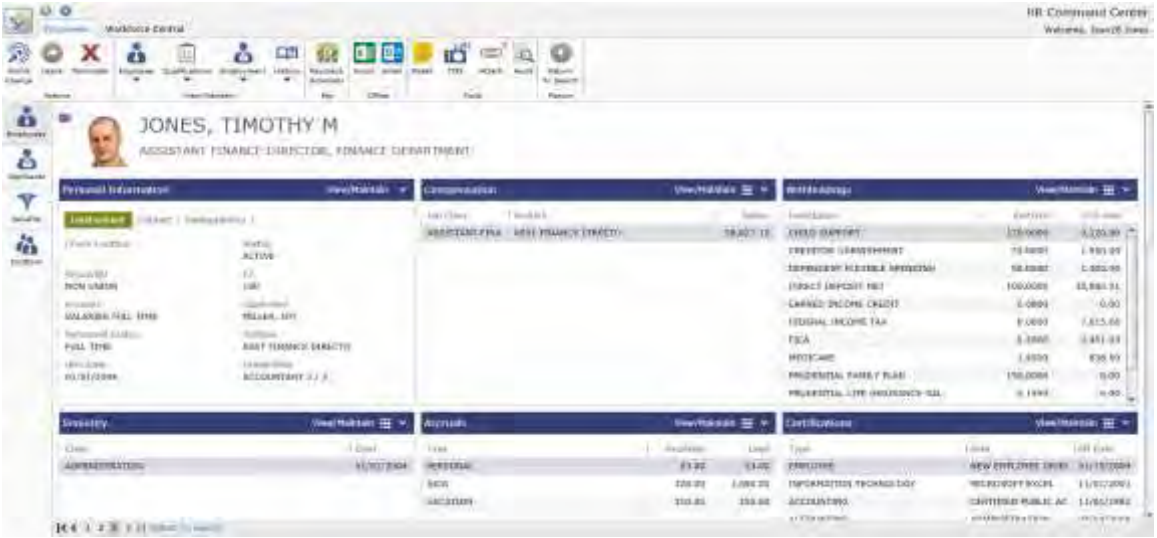
Munis may be installed through a traditional site purchase or as a cloud-based solution operating through Tyler's data centers.

2.1.1.1 Software That Delivers Client Success

Our commitment to the total client experience means that we invest heavily in a user-centric design process. We continually maximize end-user productivity by listening to our clients and assessing what is important to their business. We involve them in usability testing conducted by analysts certified by Human Factors International to ensure that Munis works the way they do.

2.1.1.2 Command Centers and Central Programs

Throughout Munis you will find Command Centers and Central Screens that are tailored to specific functional areas such as purchasing or budgeting. These tools are designed to provide one-click access to relevant data from multiple applications and screens. They provide efficient access to information – everything you need is easily available from a single screen. Central Screens are for the user who needs inquiry and operational access, while Command Centers provide additional access to the user responsible for administrative actions such as code and table set up.



Example of a Munis HR Command Center

Example of a Munis General Ledger Account Central Program

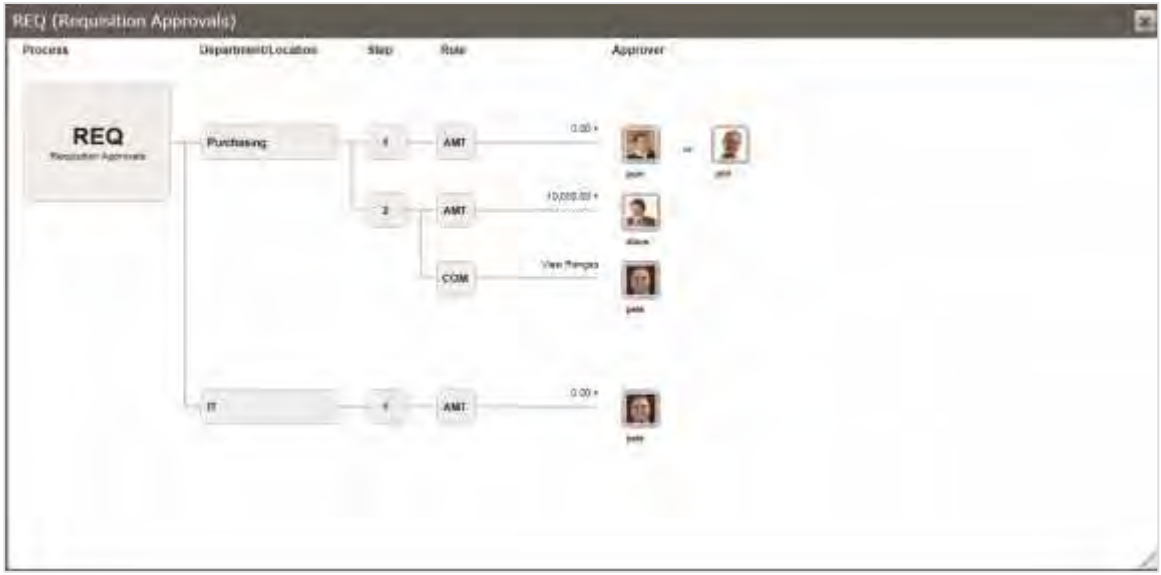
2.1.1.3 Wizards

Built-in wizards—including those for employee on-boarding, budget projections, and W-2 creation—make infrequently performed tasks a breeze. Easy-to follow directions walk users through each step, from verifying information to final submission, and a progress bar at the top of the screen shows where you are in the process. What's more, integrated, context-sensitive online Help for everything from local screen assistance to important definitions and government links is available on every screen.

Example of a Munis Employee Change Wizard

2.1.1.4 Workflow

Munis Workflow helps you automate the flow of approvals, notifications and tasks throughout your organization, ensuring the right tasks are carried out by the right people at the right time. You may tailor business rule templates to work the way your organization does, and set up dynamic alerts to notify appropriate staff when a deadline is approaching or a process has run.



Example of a Requisition Approval chain in Munis Workflow

2.1.1.5 Integration with Microsoft

You use Microsoft products every day--from Word to Excel to Outlook®--so we designed Munis to easily integrate with these familiar programs. In fact, Munis was one of the first ERP applications to provide "single-click" integration with Microsoft Office.

Calendars in Munis don't just work like Microsoft Outlook—they are Microsoft Outlook. Full integration with Microsoft Exchange means calendar appointments and meetings, vacation requests, and workflow are fully synced with users' daily schedules. Users can email records and reports using their Outlook email right from the Munis ribbon.

Munis integrates fully with Microsoft Lync to enable easy communication with other application users. Need to know if an employee is available? Lync's advanced "presence" functionality indicates an employee status, such as *available*, *busy* or *out of office*. Users can initiate an email, IM, or phone or video chat directly from the Munis screen, saving time.

2.1.1.6 Content Management

Tyler Content Manager includes all the critical components of an enterprise content management suite — back file scanning, indexing and redaction, optical character recognition, web interface, micrographics conversion, disaster recovery, and highly secure off-site document storage. It also works with third-party applications, using *Batch Print Capture* to print multiple documents directly into Tyler Content Manager.

Additionally, the *Application Connector* provides seamless integration between applications and Tyler Content Manager. You'll improve accuracy and have quick access to related documents without leaving an application — saving valuable time navigating throughout multiple applications to find vital, related files.

More than "document management", Tyler Content Manager supports multiple file types ranging across multiple departments in distributed locations. Electronic files include scanned images (TIFF, PDF, etc.), photos (JPEG), office documents (Microsoft® Word, Excel®, PowerPoint®, etc.), drawings (DWF, DWG, etc.), or any other file you want to store and manage.

2.1.1.7 Munis Analytics and Reporting

Public sector entities need multiple ways to get information out of their ERP software. That's why Munis provides more than just traditional paper-based reports for accessing and using critical information. It is designed to provide you with the information you need in the format you want—instantly.

Based on Microsoft SharePoint, the **Tyler Role-Tailored Dashboard** provides an easy-to-use, simplified way of finding, accessing and sharing information by aggregating the data you deem important into one or more customizable views. Web parts display information from different parts of Munis and other Web-based tools. Each user can personalize his or her dashboard views, tailoring it to the information that's critical for their role.

Munis also offers full bi-directional integration between your Munis database and Microsoft Excel, providing a user-friendly, multi-dimensional view of your data across many platforms allowing you to analyze and report on trends, track key performance indicators, create charts and graphs, generate reports and more. Embedded hyperlinks point to the originating record stored in Munis for fast access to detailed information.

For paper reports, users may choose from our library of report templates or use **Tyler Reporting Services** for more customized reporting using powerful wizards and built-in tools such as Microsoft Business Intelligence Development Studio and Visual Studio.

2.1.1.8 Business Intelligence

The right business intelligence solution is crucial for effective data analysis and strategic decision-making. That's why we created the **Munis Business Intelligence Toolkit** specifically for our clients' needs, leveraging the decades of experience we have serving only the public sector. With Microsoft SharePoint, SQL Server Analysis Services and OLAP cubes provided with the Munis system, this advanced toolkit provides administrators with tools for "what if" scenario analysis, monitoring of key performance indicators based on business rules, and reporting, charting and publishing.

2.1.1.9 Munis TylerForms

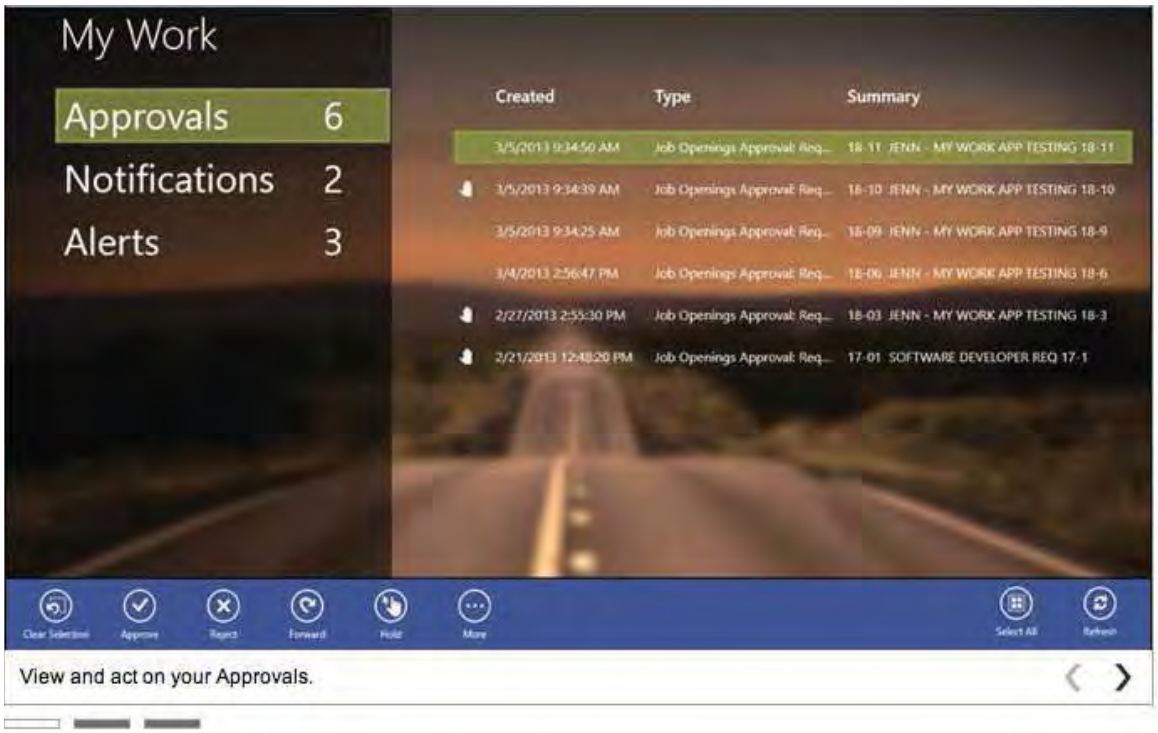
Tylerforms provides flexible form delivery across your organization with output options such as print, fax, e-mail and archive. Utilize its template form designs to create and print purchase orders, invoices, checks, work orders, tax documents and much more. The advanced processor eliminates the need for preprinted forms, and incorporates bar codes, OCR and postal fonts, logos and other date driven elements using standard blank paper. Eliminate form printing costs and deliver documents that meet your organization's branding, service and regulatory requirements. TylerForms also:

- ≠ Supports electronic delivery of payroll, invoices and purchase orders
- ≠ Provides seamless integration with Tyler Content Manager for an end-to-end paperless solution
- ≠ Reduces print material inventory, saving money and supporting green practices
- ≠ Streamlines document creation, control and storage

2.1.1.10 Mobile Applications

Tablets and smart phones are quickly replacing desktops and laptops as the devices of choice to access information and conduct business. Munis runs on tablets and smartphones – actually recognizing the device and displaying a user interface designed for touch.

Apps designed for tablets and smartphones include functions that require use of the device's camera, GPS or voice recognition functionality. They may also be designed for employees who require limited access to functions or for parent and student use. Our current apps include **Munis My Work** for workflow, **Munis Field Inspector** for permitting and licensing, **Tyler eTimekeeper** for remote time and attendance entry, and **Munis Citizen Self Service** and **Munis Employee Self Service** for 24/7 access to information and password protected data. Tyler continues to develop new apps to meet evolving needs.



Example of Munis My Work Mobile App for Windows 8®

2.1.1.11 GIS Map Integration

Munis Maplink seamlessly integrates your transactional and spatial data by integrating Munis with the Esri® ArcGIS® Server. Users can view assets and properties on a map, spatially analyze data, perform spatial functions such as buffer searches and even assist with worker or inspector routing by placing locations on a map.

2.1.2 Energov Overview

As a company, Tyler shares the City of Louisville's vision for delivering excellent customer service through increased and enhanced access, transparency and accountability. Moreover, we have demonstrated an inexorable commitment to extensible technologies that will embrace and support both the City of Louisville's current and future business requirements and technical standards.

2.1.2.1 Unparalleled Experience and Industry Focus

With over 11,000 government agency clients and over 2,500 employees, Tyler Technologies is the nation's largest provider of public sector focused software solutions. No other company comes close to providing the experience and focus that we provide and that likewise, your agency deserves. It's all we do.

Within just the past few years, Tyler's EnerGov Enterprise Server platform has been unanimously chosen by a number of leading government agencies across the United States and abroad including: Richmond, VA, Columbia, SC, Prince William County, VA, Catawba County, NC, Cedar Rapids, IA, and the Province of British

Columbia Safety Authority to name a few. In fact, over the past five years, more agencies have chosen the EnerGov platform for enterprise permitting and land management than any other solution within the industry.

2.1.2.2 Leading Government-Centric Automation Platform

Tyler's EnerGov Enterprise Server platform is also distinguished from the competitive landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front line experiences our leading customers have provided. The result of this commitment is the industry's most powerful, seamless, efficient, user-intuitive, and scalable platform for government automation.

2.1.2.3 Committed Government Partner

At Tyler, we are committed to building and maintaining professional partnered relationships with our clients. Our focus and commitment consists of constant client engagement, involvement, and input all of which play a fundamental role in the implementation and development lifecycle. Moreover, customer feedback is highly regarded in order to ensure that our solutions are always meeting the needs of our clients. It is this commitment to the customer that has aided in us maintaining the highest customer retention rate in the industry.

2.1.2.4 Commitment to Innovation

Since inception, we have been dedicated to designing, developing, and deploying industry leading innovation in the form of scalable government software solutions. The foundation of this commitment is an aggressive and continual revenue investment strategy aimed to fuel innovative product development.

Manifestations of this commitment include the introduction of the EnerGov platform in 2002 as the first commercial Microsoft .NET permitting and land management solution within the government marketplace, as well as pioneering the market release of advanced Esri ArcGIS integration, rich internet application technology, seamless electronic plans review technology and advanced mobile workforce applications.

2.2 Proposed Product Suites

2.2.1 Munis Fund Accounting & Budgeting

Munis Fund Accounting and Budgeting applications are the core of our Munis ERP solution, designed to streamline the management of critical financial processes organization-wide. A Web-based multi-fund accounting system, Munis provides the tools to easily comply with regulatory requirements and highly structured accounting and budgeting processes, while integrating fully with the human capital management, procurement, revenue, and citizen services processes and software. Finance employees have access to detailed fund and budget information in a seamless, real-time and intuitive manner, and state and local governments increase transparency.

BENEFITS OF MUNIS FUND ACCOUNTING AND BUDGETING

State & Local Government & Schools

≠ Reduces overall financial costs through a strategic management of resources

≠ Increases organization flexibility to address business & legislative changes

≠ Ensures accountability, transparency, & compliance with local, state, & federal requirements

≠ Enables collaboration across organization boundaries

Finance Administrators

≠ Increases organization-wide visibility into budget compliance & financial status

≠ Provides real-time insight into business processes for strategic decision making

≠ Reduces planning and budgeting cycle times

≠ Optimizes cash flow through performance measurement, analysis & forecasting

Finance Employees

≠ Reduces redundant data entry & creates a "single version of the truth"

≠ Improves productivity, efficiency & responsiveness to citizens

≠ Decreases process time & enhances workflow for day-to-day tasks

Citizens

≠ Improves understanding of state & local government mission and goals

≠ Increases satisfaction in state & local government programs & services

≠ Provides transparency into state & local government operations & processes

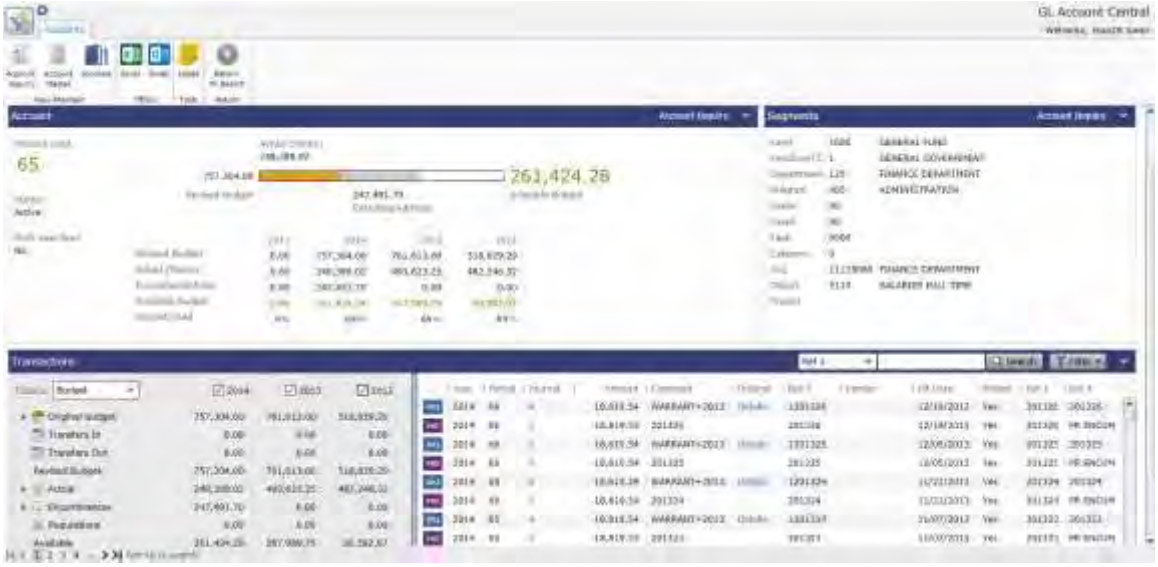
2.2.1.1 Munis General Ledger

Munis General Ledger is a true multi-fund budgeting and accounting module designed to meet all GAAFR and GAAP standards. Munis General Ledger maintains account balances for both Balance Sheet and Subsidiary Ledgers, and offers a flexible chart of account structure (45 alpha numeric code with 10 segments available) to fit your specific reporting needs. Role-based permissions and workflow can be configured by chart of account segments and accounts allowing processes to be decentralized to improve productivity without sacrificing security. It offers a comprehensive journal processing system that automates journal reversal, retrieves unlimited years of journal history, and adds as much descriptive text to each journal entry as needed.

The true beauty of the module is its tight integration with all other modules Munis has to offer. It provides quick, online access to account information, including the ability to "drill down and around" to transaction detail such as purchase orders, invoices, payroll data, and cash receipts. Quick data access and efficient reporting improves responsiveness and decision making. If corrections are necessary, accountants can easily go to the source (i.e. Payroll check, AP invoice, Purchase order) to enter what the account or amount should have been and the system will correct the journal entry for them without additional manual journal entries. If third party systems are used the system is very flexible and allows user to build their own formats for import or export of journals.

Reporting is a critical piece in the area of General Ledger. Munis GL includes these reporting features and tools:

- Dozens of ready-to-use reports which allow the user to sort and summarize by their chart of account segments with hyperlinks which allow the user to drill down to the data
- Customizable report templates with user definable columns and saved find and sort options
- A built-in Scheduler tool which automates the processing and distribution of standard reports Users can schedule reports to be generated as they wish on a daily, weekly, or monthly basis
- Flexible reporting for multi-year funds and grants, as well as staggered fiscal years
- Excel data cubes allow the average user (with not a lot of IT experience) to start in Excel and create ad-hoc reports to retrieve and analyze any segment level across multiple years
- Optional customizable report generation through Tyler Reporting Services where IT or a MUNIS TRS representative builds the report to the exact specifications required by the end user



Example of GL Account Central

2.2.1.2 Munis Budgeting

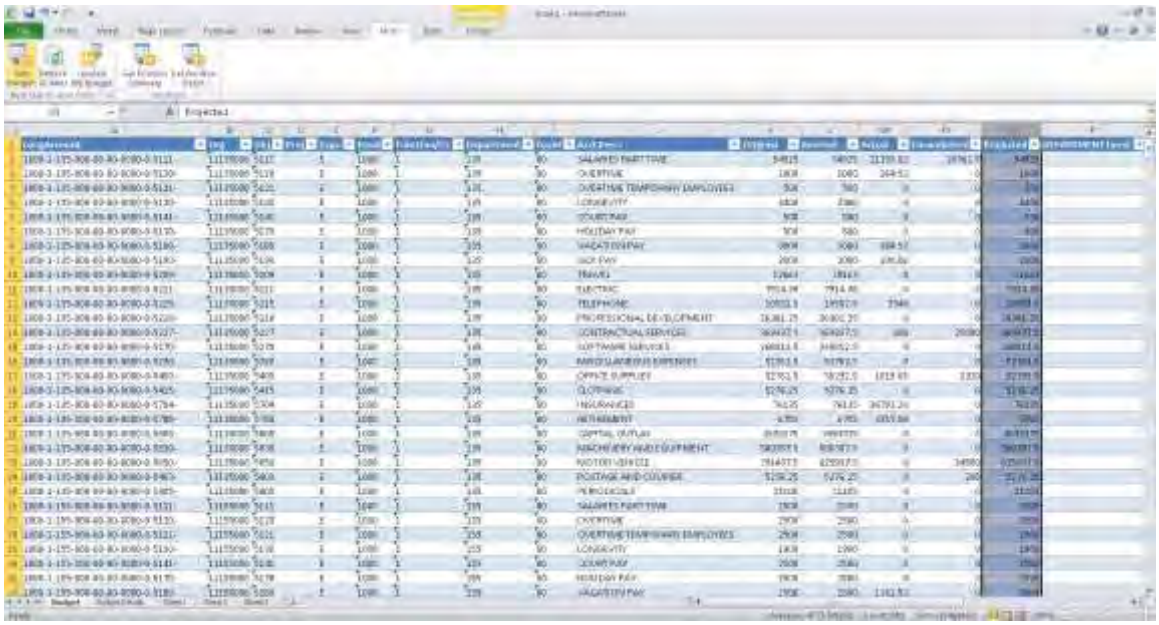
The Munis Budgeting module manages existing budgets and offers users an efficient tool to develop and forecast budgets for future year(s). Managing existing budget with real-time lookup is made easy in MUNIS. If a user enters a requisition, purchase order, or AP invoice the system displays the available budget for that account, group of accounts or department total based on user setup. Workflow rules can be configured to handle over-budget

requests. Budget transfer and amendment requests can be easily decentralized due to the fact that instead of selecting “debit” or “credit” the user is choosing “decrease” or “increase”.

For Budget Development, budget directors can generate, compare and analyze an unlimited number of projections or “what if” scenarios. For ease of use, budget amount requests and changes can be entered using a familiar tool, Excel. Simply click an icon on the Excel ribbon to download the accounts to be budgeted, crunch the numbers, and then with a single click upload the new numbers into MUNIS Budgeting. Salary and Benefit planning can be done through direct integration with the MUNIS Payroll/HR module reducing the need for complex Excel spreadsheets to be created outside of the system. The integration provides accurate forecasting for all employee-related costs including step raises, vacancies, and benefits. Direct integration into the MUNIS Fixed Assets can auto-create records for assets due to be replaced.

Budgeting for projects can be done in Project Accounting module and pushed to the GL budget via another direct integration. Specifics benefits include:

- Budget amounts can be entered at the account or detail level which roll up to the account level and details can be moved forward from year to year
- Workflow allows projections to be shared between departments, reviewed and then merged into a single final budget
- Ability to project budgets up to 10 years in the future using user-defined inflation rates
- Unlimited text per line or detail can be entered for justification and printed on reports
- Budget process has five levels so original department “wish list” amounts can be compared to final approved numbers
- Biannual budgets can be implemented



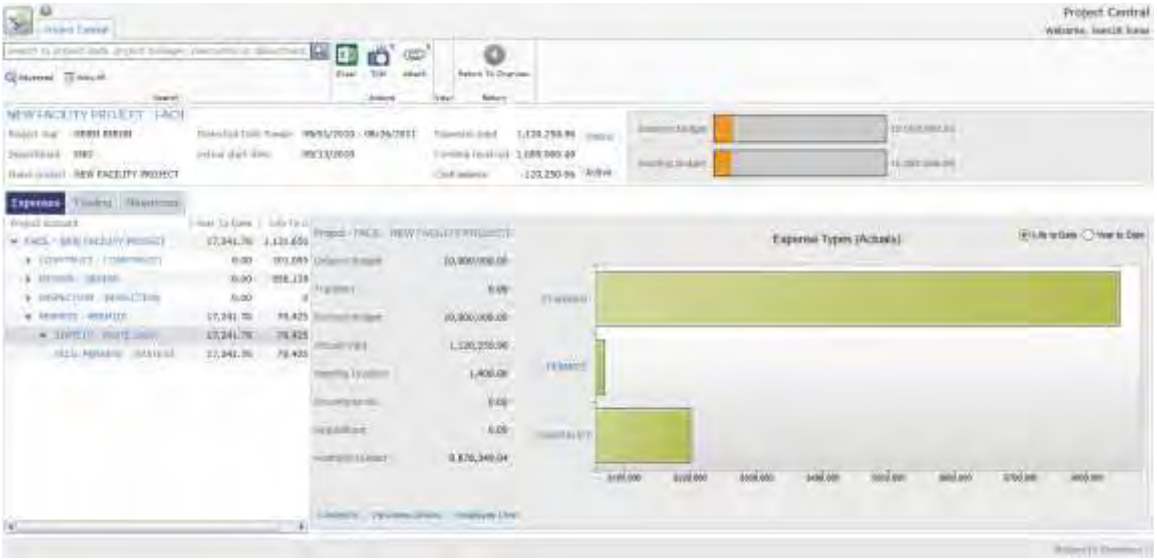
Munis: Budget Preparation using Excel

2.2.1.3 Munis Project and Grant Accounting

Munis Project and Grant Accounting tracks multi-year budgets, expenditures and revenues for user-defined projects such as capital improvements and special programs. It provides the option to manage projects as part of the General Ledger or in a separate project ledger with additional segments to track the project phase, tasks and subtasks. Grants can be tracked from application through conversion to a project. With full integration any detailed Purchasing, Payables, Payroll or Cash Receipts transactions can be posted to projects as well as to General Ledger accounts. Project and Grant Accounting also provides:

- Control of revenue allocation by defining the rules and priorities of sources that will fund each project
- Real-time tracking of funding received for grants
- Project cubes for a multi-dimensional look at data sets
- Milestone tracking with familiar Gantt Charts
- Automatic creation of a project from a grant
- Workflow to streamline approvals and notifications, monitor efficiency and provide audit history
- Grant Manager tool to show available budget, funding received, yearly, quarterly, and monthly expenditures, along with drill down capabilities to individual transactions

Project Central: Dashboard divides projects according to phase.

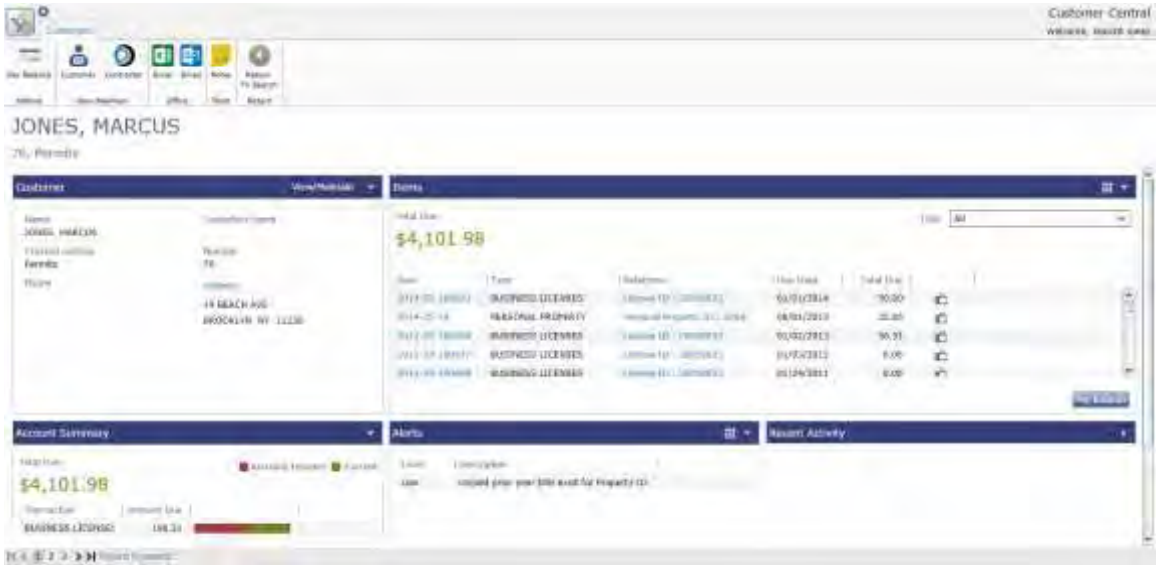


Project Central: Key data is summarized on the project dashboard.

2.2.1.4 Accounts Receivable

Munis Accounts Receivable provides two major functions: collections of miscellaneous cash and the collection of billed receivables. Processing over-the-counter or mailed payments for non-billed items such as licenses, permits, and registrations is easy using Munis AR, and you have the option to print a receipt if necessary. You can set charge codes to facilitate data entry and provide detailed or summary analysis (daily, weekly, monthly) by type, and pre-set General Ledger revenue accounts to these codes so data entry personnel do not need to enter account numbers—creating efficiencies, and saving your organization critical time and resources. Notable highlights include:

- Single Customer Identification Number (CID) provides a complete view of all outstanding balances across revenues which improves collections
- Cross department utilization improves efficiency and reduces training burden
- Supports validation, check endorsement, OCR scanning and receipt printing
- Utilize workflow approval processes to better regulate payment, reversal and refund processes
- Supports various hardware devices; see Tyler's recommended hardware listing



2.2.1.5 Munis General Billing

Munis General Billing creates invoices and bills for miscellaneous charges, such as facility rentals, hangar fees, tuition, vandalism and false alarm billing. It eliminates handwritten bills and manual calculations, totals invoice lines and provides accurate payment information. General Billing works with Munis Payment Entry (Accounts Receivable), Work Orders, General Ledger, and provides accurate and up-to-the-minute accountability. Other benefits include:

- Aggregates services provided such as multiple days billed monthly
- Supports automatic interdepartmental billing
- Supports Electronic Fund Transfers (EFT)
- Manages escalating fees associated with multiple incidents
- Integrative Workflow approvals
- Provides loan tracking and amortization for HUD housing
- Integrates with Grant Management for reimbursement requests
- Integrates with Payroll for extra duty pay and COBRA billing
- Integrates with Work Orders for billing repairs and other services

2.2.1.6 Munis Cash Management

Munis Cash Management automates all treasurer office functions from bank reconciliation to interest allocation and cash flow utilization. Other benefits include:

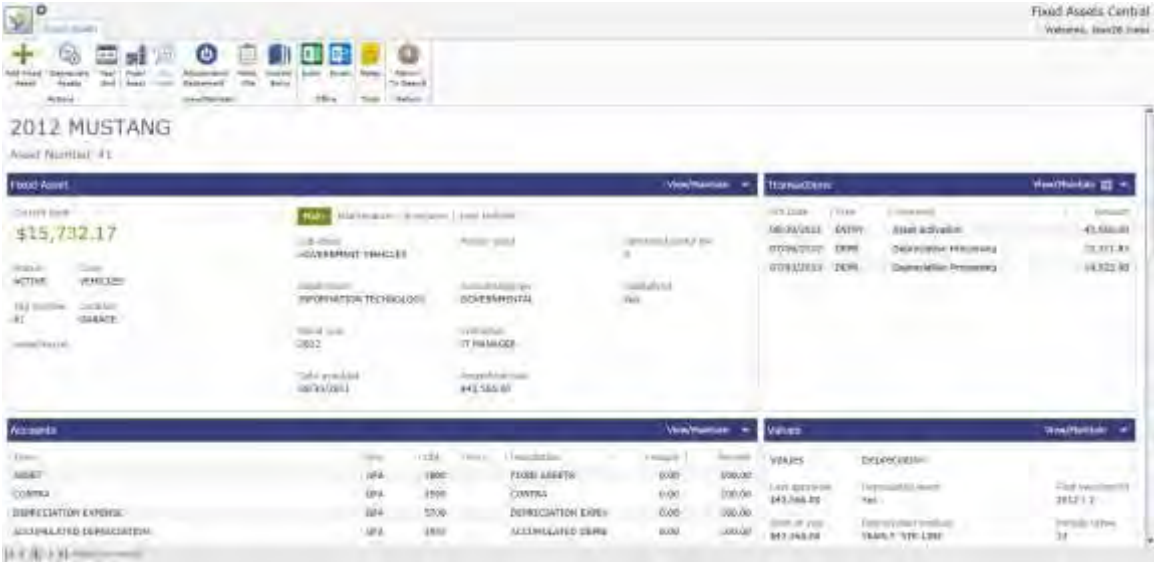
- Automatic processing of AP and PR checks **via a file from the bank** as they clear simplifies reconciliation of cash accounts (book balance) with corresponding bank accounts (bank balance)
- Allocates interest to cash accounts based on average daily balance by month or quarter
- Provides easy access to cash flow and project cash flow fluctuations
- Projected cash flow records can be used for actual vs. budget analysis
- Use forecast feature to anticipate cash flow for any date range

- Standard reports include: Cash Fund Position, Daily Treasurer's Total, Cash Flow (Summary and Detail), Investment, and Debt Service

2.2.1.7 Munis Fixed Assets

Munis Fixed Assets manages record-keeping of all fixed assets such as land, buildings, machinery and equipment, construction in progress, and infrastructure. Asset information can automatically flow from purchasing. Simplify record maintenance and reporting by tying an unlimited number of individual assets to master assets, and track items transferred, missing, not in use, or due for maintenance or replacement. Also calculates depreciation by selective methods such as straight line, composite rate, 6 month convention and reports on the depreciation schedule. For a complete 360-degree process, Munis Fixed Assets provides a complete set of financial statements that fully reflects your organization's investments. Integration with other Munis programs provides additional benefits:

- Direct posting of Fixed Assets to the General Ledger facilitates data export to the Tyler CAFR Statement Builder to create GASB reports
- With Payroll integration, Munis Fixed Assets not only records true capitalized assets but also property signed out to individual employees
- With Purchasing, data flows seamlessly from Purchase Orders into Fixed Assets
- Direct integration to and from the Work Order system allows you to see maintenance history on a fixed asset
- Records true capitalized assets and who has what fixed asset via integration with Munis Payroll



Fixed Assets Central: Summarizes all key data for each asset.

2.2.2 Munis Procurement

Munis Procurement is a fully integrated Web-based purchasing system for automating the entire procurement process life cycle -- from bid to requisition to purchase. Munis provides the tools to efficiently and effectively comply

with regulatory requirements or highly structured procurement processes, while integrating fully with your financial processes and software. Purchasing employees have access to detailed supply chain information in a seamless, real-time and intuitive manner. Proven strategic sourcing techniques such as spend analysis, competitive sourcing and contract negotiation mean your organization gets the right value for its purchases and can provide full accountability for its purchasing decisions.

BENEFITS OF MUNIS PROCUREMENT

State & Local Government & Schools

- Reduces financial costs— paper, administrative, warehouse, supply & third-party
- Allows organizations to utilize budgets more effectively
- Ensures accountability, auditability, & compliance with local, state & federal requirements
- Increases the public's confidence in state and local government

Procurement Administrators

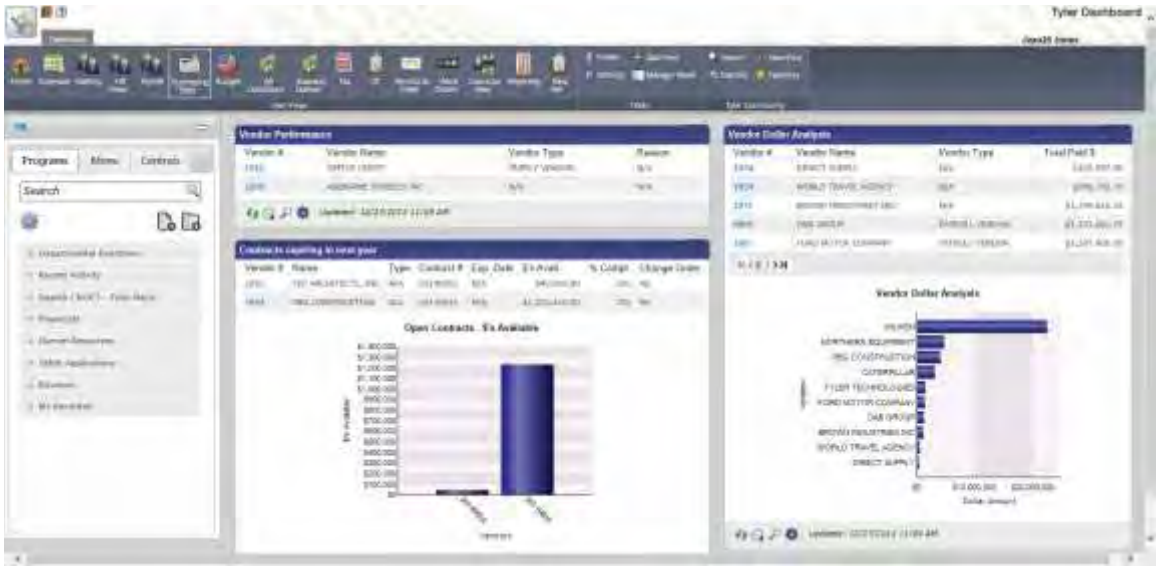
- Increases organization-wide visibility into procurement expenditures, minimizing risk
- Provides real-time insight into business processes for strategic decision-making
- Simplifies the management of & eliminates redundant supplier relationships
- Improves communication with employees & vendors

Procurement Employees

- Eliminates unnecessary paperwork & reduces data entry time & errors
- Decreases "req to check" process time & Procurement Administrative Lead Time (PALT), reducing time & costs
- Improves customer service by ensuring the right product is procured at the right time at the best value

Employees - Requestors

- Provides easy access to products or services when needed
- Improves understanding and ability to conform to internal business rules, policies & contracts
- Increases access to answers regarding product availability & reimbursement



Dashboard above provides quick vendor stats as well as access to details.

2.2.2.1 Munis Purchasing

Munis Purchasing includes Requisitions and Purchase Orders to automate and decentralize the procurement processes across your organization. Departments can enter their own requests, and site-specific business rules route the request for approval. Real-time General Ledger budget checks ensure availability of funds. Munis Procurement enables a direct conversion of an approved requisition to a purchase order. Through the use of Tyler Content Manager, the purchase order can be automatically imaged and archived, allowing for optional e-mail delivery. And the PO image can be accessed by the vendor at any time through the e-Procurement module. The Purchasing process ensures employee compliance with business rules and eliminates purchasing fraud and abuse. Other benefits include:

- Customizable Requisition Screens provide only essential information, enabling other non-finance staff to enter requisitions with ease
- Requisitions can be created directly from a vendor's online shopping cart using the e-Procurement solution
- Workflow rules -- based on dollar amount, commodity code and/or chart of account segments --route requisitions for approval and then to a buyer to be sourced
- Preset procurement rules are referenced to determine whether phone quotes or formal bids required—the latter can be auto-created from the requisition
- Supports blanket purchase orders
- Once awarded, the requisition is updated with the chosen vendor information, converted to a purchase order, printed and sent to a vendor via mail, fax or email; an image of the purchase order is auto-archived to Tyler Content Manager
- Changes can be submitted via a PO change order, and then routed through Workflow for approvals
- Updates to general ledger are automatically performed with no interaction from end users
- Interface with e-Procurement, P-Cards and Tyler Content Management offers significant savings by streamlining approval process, reducing paperwork, storage and costs

- Purchasing is integrated with Munis Inventory, Work Orders, Payroll, Fixed Assets, General Ledger, e-Procurements, Contract Management and Budgeting

2.2.2.2 Munis Contract Management

Munis Contract Management supports the entire lifecycle of a contract from inception to expiration. Create and approve contracts, including multi-year contracts, for purchases—and encumber the appropriate funds in advance. Allocate contracts by account or account segment and define milestones and key dates that trigger optional Munis Dashboard alerts to notify appropriate staff. Track and withhold contract sliding scale retainage based off percentage complete. Also provides ability to track other activity such as pending payments, open purchase orders and requisitions and contract change orders. Contract Management is fully integrated with General Ledger, Purchasing and Accounts Payable. Other benefits include:

- Defining contractors by size, performance, minority or women ownership, or other criteria
- Documenting vendor performance including past due deliveries, fill percentage and returns
- Maintain insurance information and policies
- Sliding scale retainage tracking
- Tracking multiple subcontractors for a given contract
- Routing contract change orders for approval through Workflow
- Maintaining history of contact changes with complete audit trail
- Interface with optional Tyler Content Manager for document management and attachments

2.2.2.3 Munis Accounts Payable

Munis Accounts Payable manages and maintains all aspects of vendor invoices, payments, delivery performance and history. It provides a comprehensive view of all activity related to a vendor through Munis Vendor Central. Additionally, Munis Accounts Payable offers the ability to extend select vendor information for on-line vendor access using e-Procurement, including vendor check images, invoices, and bid information.

Accounts Payable also incorporates a Web-based card management program that imports transaction details incurred on purchasing cards (P-Cards). It can split individual transactions to multiple accounting codes and create accounts payable invoices. Purchase card administrators can monitor card transactions in real time, and create and analyze custom reports to improve spend tracking and anticipate problems with a transaction before they occur. Other benefits include:

- Flexibility to liquidate purchase orders in full or in part, and view detailed information online
- Decentralized workflow saves central AP employee time by allowing individual departments to enter invoices
- Automated 3-way PO matching function expedites processing in distributed arrangements
- Flexible scheduling of invoices for payment helps maximizes cash flow
- P-Card reconciliation processing such as coding and attachment of receipts, tracks against actual vendor for complete year-end transactional reporting
- Integrated workflow allows users to route and approve invoices online without logging into Munis
- Configurable checking printing
- Provides positive pay processing security
- Utilize Tyler Content Manager to upload, organize and easily retrieve document images for improved efficiency

- Assets to the General Ledger facilitates data export to CAFR to create GASB reports

2.2.2.4 Munis e-Procurement

Munis e-Procurement provides many benefits to the procurement process. E-Procurement provides a secure location for vendors to search for, or submit a bid, check a current or past PO status; access an invoice, check or bid details; or create and update a profile. Munis e-Procurement provides them with access to the key information and business records they need. Information is reflected in real-time because it is extracted directly from the Munis database.

Additionally, e-Procurement provides Punch-out capabilities to vendor hosted websites. E-Procurement allows users to initiate a requisition in Munis, then Punch-Out to vendor-hosted websites for online shopping. Once shopping is complete the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition which then flows through the existing Workflow process. E-Procurement can reduce off-contract spending, gain advantageous pricing, and condense requisition to PO cycles while electronically managing the entire life-cycle of a purchase. Other benefits include:

- Direct vendor access to key information saves staff time by reducing calls for routine requests
- Secure username and password login assures confidential and accurate business transactions
- Streamlines purchasing process and reduces paper-based processing and storage

2.2.3 Munis Human Capital Management

By integrating all of the tools and processes associated with people and performance in a strategic and organized manner, Munis Human Capital Management provides a complete view of your organization. When you employ a "hire to retire" strategy that integrates all of the information, tools and processes associated with people and performance, you align your employees' goals with the goals of your organization in order to meet specific, measurable and realistic objectives.

BENEFITS OF MUNIS HUMAN CAPITAL MANAGEMENT

Local Government & Schools

- Reduce costs & do more with existing resources
- Achieve organizational goals & objectives
- Enhance workforce performance & increase agency adaptability

Human Resources

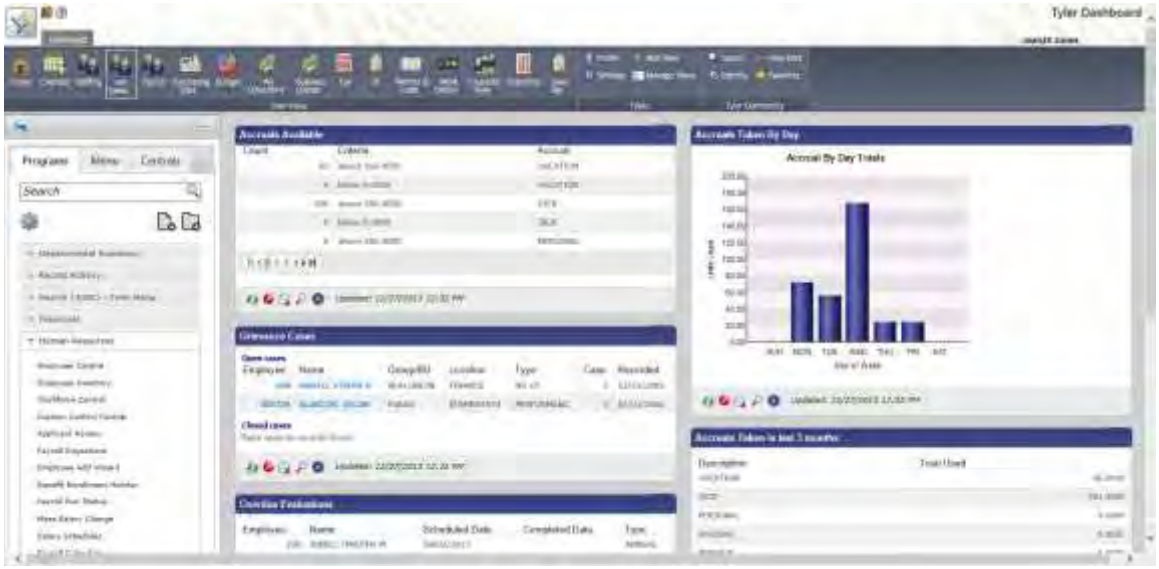
- Strategic rather than administrative role
- Mange workforce from a single source
- Lower HR costs & deliver better services
- Address workforce demands

Managers

- Better-informed decision making
- Actively plan for business change
- Find & retain the right talent
- Reduce paperwork & overhead costs

Employees

- Online enrollment in benefits & instant access to pay and paid time off history
- Greater control over personal information and career paths
- Instant answers to HR questions



HR Central

2.2.3.1 Munis Applicant Tracking

Munis Applicant Tracking streamlines the entire application review and hiring process. Users can create custom job application forms to post online with unlimited customized conditions for each position. Candidates and recruiters can easily manage attachments such as resumes, references, certifications, writing samples and more. Reports can be generated for the top scoring candidates to compare skills and qualifications. Interview results, certifications, skills, training, education and work history references can all be tracked to identify the best candidate. With the role-tailored dashboard staff can monitor all job openings and hires in process. Once a candidate is chosen to be hired, the applicant data automatically populates the Human Resources Management and Payroll module so no rekeying of information is required. Other benefits include:

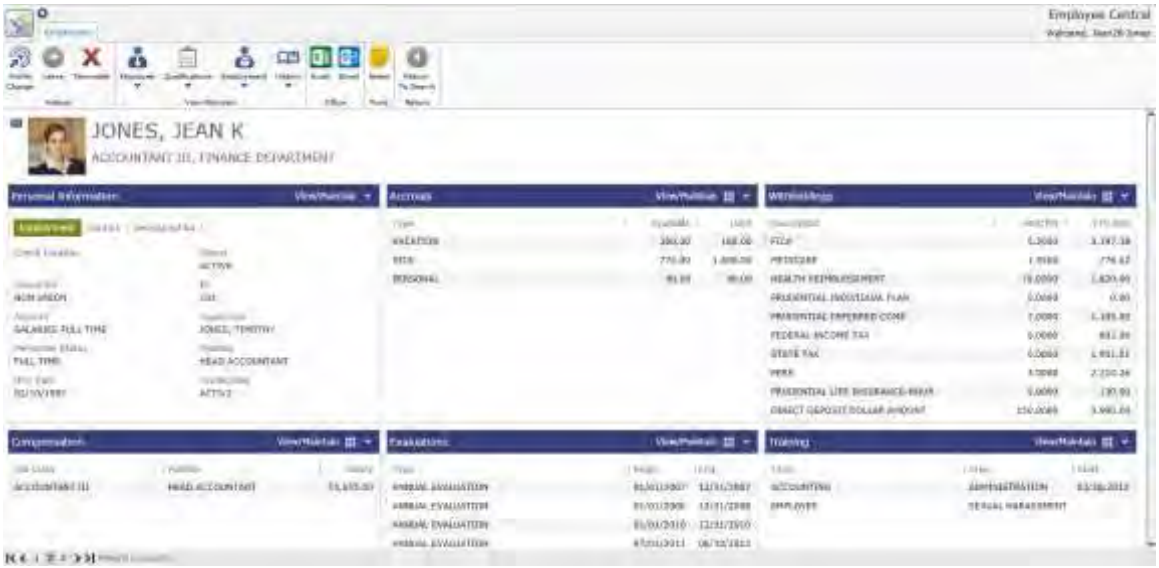
- Ability to post job openings on website, sort by job type or location, and limit access to internal applicants only, if so desired.
- Allows candidates to create one online profile for streamlining the application process for multiple positions
- Workflow helps manage all requests for new job openings as they travel through the approval process
- Once the applicant is hired, other candidates can be notified via mail merge and mass-deactivated
- Provides the option of reviewing applications individually or as a group

2.2.3.2 Munis Human Resources Management

Munis Human Resources Management centralizes all employment data for an organization -- from an organized hierarchy of jobs with position controls, pay and benefits scales to a confidential repository for employee information such as education, wages, promotions, benefit elections and performance evaluations. It provides all the tools needed by a HR department.

Munis HR Management also helps streamline workflow and processes. Confidential employee information is centralized and accessible only to those with designated access. Munis Workflow allows you to set up business rules for personnel actions including inquiries, leave, termination, civil service, attendance, reinstatement, and so forth. Full integration with Munis Applicant Tracking, Payroll and Budget eliminates duplicate data entry. Other advantages include:

- Advanced position and budget control:
  - Forecast future salary and benefit costs, including step and contract increases, and simulate changes to positions during a specified time period
  - Identify valid and authorized positions, both filled and vacant
  - Restrict the addition of new employees to a valid and authorized position
  - Provide a history of employees who have held a certain position, for turnover and analysis
  - Identify and allow updates to budget and FTE allocations
  - Provide current year budget/actual/projected figures, by position
  - Automatically create job postings in Applicant Tracking module from position control information
- Integration with Employee Self Service allows employees to use their password protected account to access updated sick and vacation accruals
- Track an employee's full employment history including certifications, training, promotions and raises
- Integrates Tyler Content Manager for document management of all HR related documents (i.e. resume, grievance letters, certifications)
- Supports a paperless online benefits enrollment process using Employee Self Service
- Supports a paperless onboarding process using the On-Boarding Codes program and Personnel Actions. You can create different On-Boarding Code Steps, Subject Text, and Body Header. Emails can be sent to employees, to a group of new employees or they can be sent based on the On-Boarding Code chosen when hiring a new employee in the Personnel Actions program.



2.2.3.3 Munis Employee Professional Development

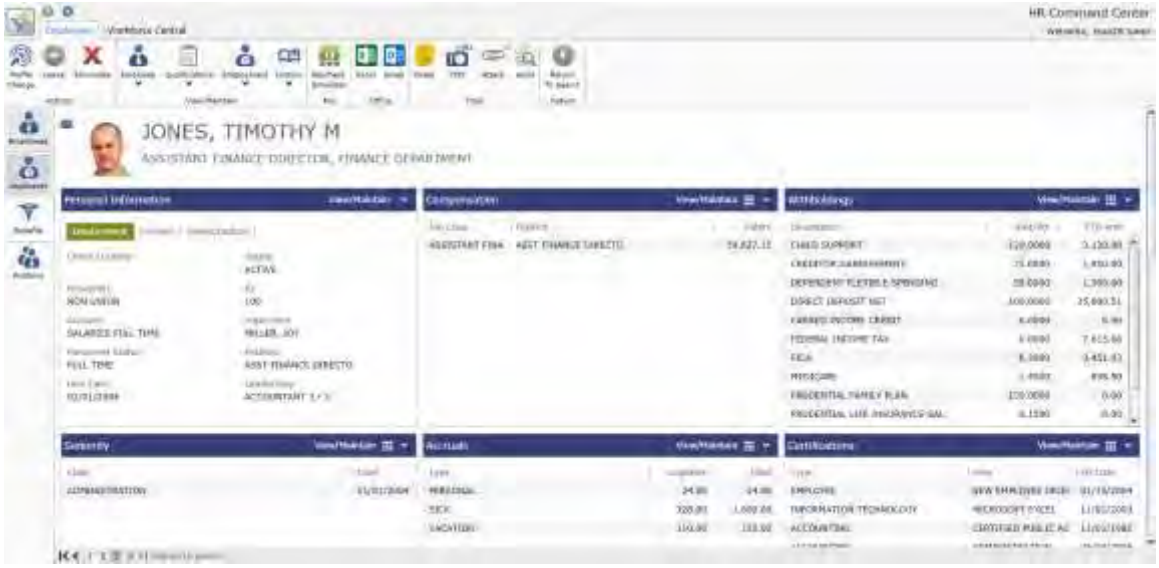
Munis Employee Professional Development empowers your human resources representatives to map out career paths for your employees. It helps define options for career advancement, minimize costs, retain talent, and align employees with strategic organization goals. Assign an employee to a specific path, add or create a progression plan to schedule employee advancement, and establish valid, reliable, results-oriented measures. Measure individual and group performances, analyze your talent and decide who to target for leadership positions. Rank existing employees based on eligibility and how well they meet job requirements. Munis Employee Professional Development provides the basis to make an informed decision regarding filling an open position, and ultimately introduces transparency and repeatability to the succession planning process. It enables an organization to:

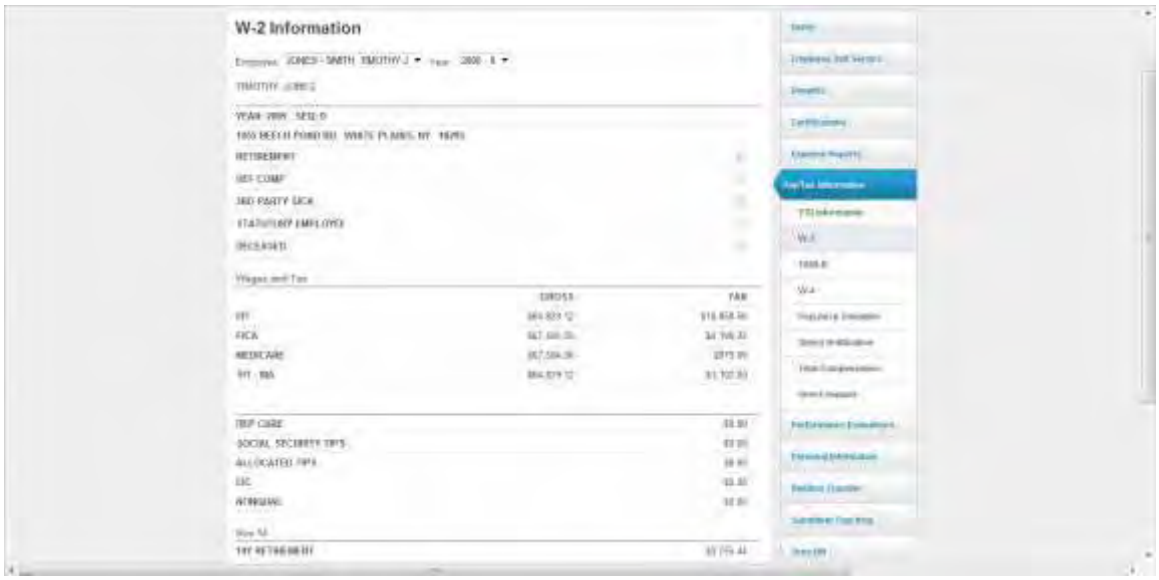
- ≠ Identify organizational training needs
- ≠ Motivate employees to expand their capacity
- ≠ Ensure that top performing employees are offered path to leadership and growth
- ≠ Retain employees and institutional knowledge

2.2.3.4 Munis Payroll

Munis Payroll allows you to implement paperless payroll processes, streamline timesheet entry and ensure all local, state and federal requirements are met. With Tyler Content Manager integration, Munis Payroll provides an image-based history of all payroll documentation, allowing staff and employees to access old paystubs, W-2 forms, benefit elections and more. Standard payroll functions include, but are not limited to, reconciliation of employee insurance reports to monthly premium statements; manual or automatic check reconciliation; support of electronic timesheet entry; and verification and tracking of employee performance data, earning and withholding information, training and more. Munis Payroll also integrates fully with Munis Employee Self Service, providing W-2, tax, benefit and accrual information to employees when they sign in to your Employee Self Service Website. Changes made by the employee, such as accrual requests and benefit selections, are transmitted directly to the payroll system for approval and will then reflect in employee pay. Other benefits include:

- Generates retro pay for scenarios such as extended contract negotiations or delayed promotion or salary increase decisions
- Enables direct deposits and positive pay validation
- Supports mass pay changes, “pay bands”, step increases, and retro-pay calculations
- Supports a wide range of calculation and accrual types
- Supports daily time and attendance entry, including entry from Employee Self Service, once approved the information is automatically moved into Payroll without re-keying information
- Integrates with Munis General Ledger for increased efficiency and time savings
- Integrates with Munis Budgeting for salary and benefits projections
- Integrates with General Billing for extra duty pay and COBRA/insurance billing
- Integrates with Munis Accounts Payable for vendor payments
- Integrates with any third party time-tracking systems for streamlined payroll processing
- Integrates with Employee Expense reimbursement
- Integrates with GoDocs, Tyler Forms and Tyler Content Manager for seamless document management, output options (i.e., emailing direct deposit advices) and data storage

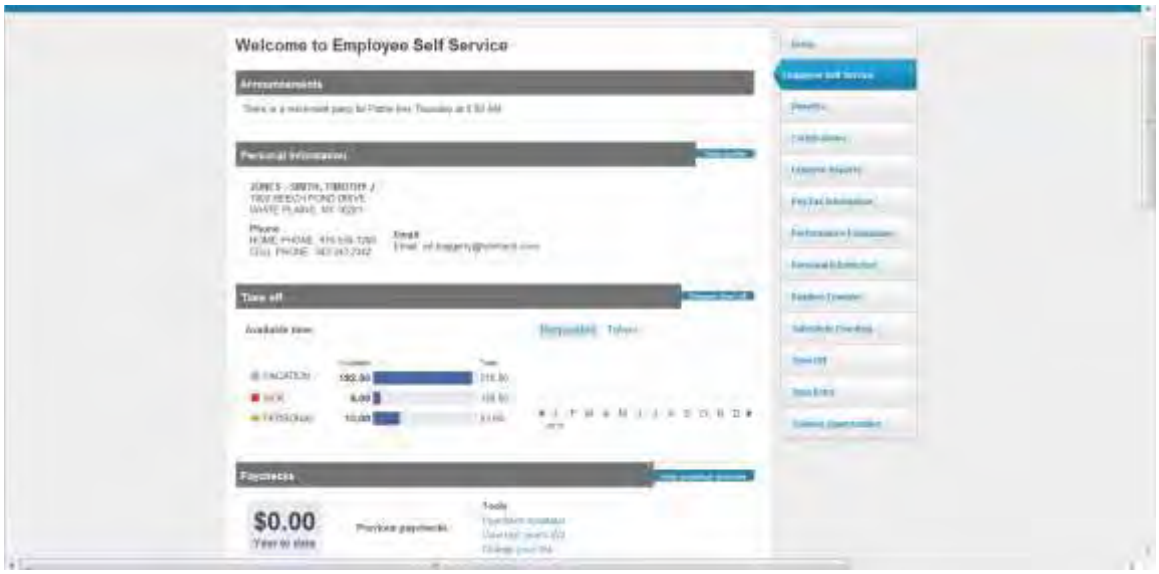




2.2.3.5 Munis Employee Self Service

Munis Employee Self Service improves employee access to key information and services, and reduces staff time spent responding to routine requests. Employees are able to update personal information, request leave, or check compensation quickly, confidentially, and securely over the Web from any computer, and at any time that's convenient for them. Employees log in using a unique username to view and update information. Accurate is assured because Employee Self Service extracts information from the Munis database and is reflected in real-time. Employee Self Service reduces Human Resources workload by allowing employees to:

- Use the calendar interface to request vacation time, enter sick time and view up-to-date accruals
- Log work hours against projects and activities
- Use the Net Pay Simulator to see how deductions, withholdings and pay rates would affect paychecks
- Receive HR messages and benefits updates
- Register for training classes (Separate log in available for non-employee registration, as well)
- Review their performance evaluations
- See overview of compensation and benefits, W-2, W-4, direct deposit changes
- Sign up for benefits during open enrollment
- Access paperless images of W-2 forms, payroll stubs and other employment documentation stored by Tyler Content Manager



2.2.4 Munis Revenues and Citizen Services

Munis revenue and service applications streamline citizen-facing services for greater consistency and efficiency. This product group provides the tools to easily monitor development projects; issue permits and licenses; access, define and archive maps and data on land parcels; and more. Employees have access to detailed information in a seamless, real-time and intuitive manner. And state and local governments increase transparency and improve customer service.

STREAMLINE REVENUE COLLECTION

The Munis Licensing, Revenue and Citizen Services suite doesn't just streamline processes that bring in actual revenue through **Munis Parking Tickets, Munis Animal Licenses** and **Munis General Billing** applications, it also makes it easy to bill, collect and process payments through real-time integration with **Munis Accounts Receivable, Tyler Cashiering, and** the **Munis Utility Billing Customer Information System (CIS)** applications. This integration provides a seamless, centralized cashiering process, meaning payments can be processed from any office in the jurisdiction, can be made to any type of bill and can be entered into Munis through any application — by the citizen through Munis Citizen Self Service or by municipal employees.

BENEFITS OF MUNIS LICENSING, REVENUES & CITIZEN SERVICES

Local Governments	Employees	Citizens
≠ Enables a paperless organization	≠ Reduces time spent on repetitive inquiries or requests	≠ Improves understanding of state and local government mission and goals
≠ Streamlines processes	≠ Increases insight into data for better decision making	≠ Provides transparency into how government uses generated revenue
≠ Accelerates revenue collection	≠ Enhances the ability to process payments from multiple channels	≠ Increases citizen satisfaction of state and local government services
≠ Increases citizen payment compliance and revenue collection amount	≠ Improves productivity, efficiency and responsiveness to citizens	

2.2.4.1 Accounts Receivable

Munis Accounts Receivable provides two major functions: collections of miscellaneous cash and the collection of billed receivables. Processing over-the-counter or mailed payments for non-billed items such as licenses, permits, and registrations is easy using Munis AR, and you have the option to print a receipt if necessary. You can set charge codes to facilitate data entry and provide detailed or summary analysis (daily, weekly, monthly) by type, and pre-set General Ledger revenue accounts to these codes so data entry personnel do not need to enter account numbers—creating efficiencies, and saving your organization critical time and resources. Notable highlights include:

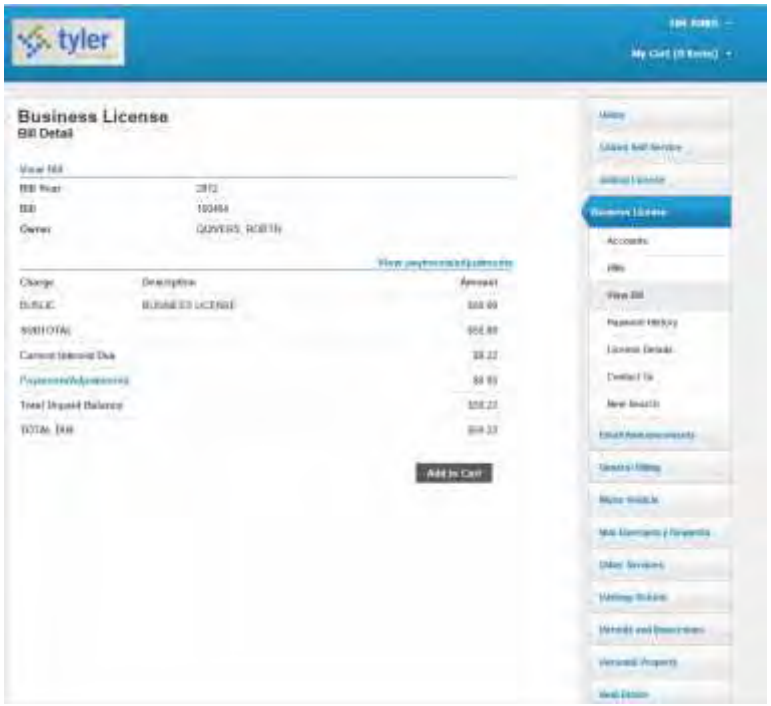
- ≠ Single Customer Identification Number (CID) provides a complete view of all outstanding balances across revenues which improves collections
- ≠ Cross department utilization improves efficiency and reduces training burden
- ≠ Supports validation, check endorsement, OCR scanning and receipt printing
- ≠ Utilize workflow approval processes to better regulate payment, reversal and refund processes
- ≠ Supports various hardware devices; see Tyler's recommended hardware listing

2.2.4.2 Munis Business Licenses

Munis Business Licenses allows you to create and maintain business and occupational licenses for a variety of license and permit procedures. Staff can print separate documents for licenses and application forms, and can define an extensive number of business category, business type, and statistic codes. Business master records track single or multiple license charges/fees; charges can be flat fees or calculated by varying rates; and license fees can be based on annual, quarterly, or monthly sales receipts. Late fees and penalties can be assessed as necessary. History and activity reports can be generated for billing, payments, inspections and permits. What's more, you can define your own templates for labels, renewal notices and other licensing documents to seamlessly merge with Microsoft Office. Integration with Munis Scheduler also provides automated reporting and processing. Other benefits include:

- ≠ Businesses can enter filings, pay for renewals and apply for new business licenses online via Citizen Self Service
- ≠ If using Munis Permits, all prerequisites and approvals can be initiated by Business Licenses

- Ability to link multiple business accounts to one online profile
- Automatically assesses late fees and penalties for any unpaid bill
- System customizable to your billing, reporting and collection policies
- Fully integrated with Munis General Ledger, Accounts Receivable, Real Estate Tax, Business Licenses and Personal Property Tax



Business License bill detail in Citizen Self Service

2.2.4.3 Munis Central Property

Munis Central Property makes it easy to streamline the storage and management of property-related data. Staff can easily track property use and zoning, setbacks and lot dimensions, legal use, septic, wells and building and construction data. When used in conjunction with other MUNIS property based modules such as Utility Billing it provides a central address naming scheme and a central repository to access all data related to the property. Other benefits include:

- GIS interface provides address verifications for revenue products including Utility Billing, and Work Orders
- Supports several data sources to import the best parcel data either via Web or flat file
- Allows primary key to be either GIS coordinates or parcel
- Provides access to Maplink for abutters listings and integration to Microsoft office to create mail merges
- Uses GIS coordinates to track assets like manhole covers, street poles, and the like
- Has the capacity to track multiple street names and aliases for single location

2.2.4.4 Munis Citizen Self Service

Munis Citizen Self Service provides secure online access to account information anytime and from anywhere. Citizens can inquire and pay outstanding balances for Munis generated bills, including animal licenses, business licenses, general/miscellaneous bills, permits and code fees, taxes and utility bills. Citizen Self Service also allows the users to submit information, such as business license applications or renewals and requests for service. Accuracy is assured because information is accessed from the Munis database in real-time. When used in conjunction with Tyler Content Manager, citizens are able to view actual images of past invoices and statements. Other benefits include:

- A secure log in for access to real-time account information for a full range of bills and services
- Ability to pay invoices online as individual bills or combined using the shopping cart feature
- Opportunity to request services such as filling potholes, and Utility Billing Service Requests
- Efficient 24/7 self service without leaving home or the office
- Reduction of customer service workload

Citizen Central provides 24/7 citizen access to all account information

2.2.4.5 Munis General Billing

Munis General Billing creates invoices and bills for miscellaneous charges, such as facility rentals, hangar fees, tuition, vandalism and false alarm billing. It eliminates handwritten bills and manual calculations, totals invoice lines and provides accurate payment information. General Billing works with Munis Payment Entry (Accounts Receivable), Work Orders, General Ledger, and provides accurate and up-to-the-minute accountability. Other benefits include:

- Can aggregate services provided such as multiple days billed monthly
- Supports automatic interdepartmental billing

- Manages escalating fees associated with multiple incidents
- Provides loan tracking and amortization for HUD housing
- Integrates with Grant Management for reimbursement requests
- Integrates with Payroll for extra duty pay and COBRA billing
- Integrates with Work Orders for billing repairs and other services

2.2.4.6 Tyler Cashiering

Tyler Cashiering streamlines cash management by creating a single point of entry for data from multiple applications. Cashiering features a versatile, easy-to-navigate interface developed in the Microsoft® .NET platform. This scalable application has a familiar Microsoft Windows® look and feel, and was designed with user experience in mind. Tyler Cashiering allows for a wide range of customization based on payment type—and it integrates with local resources such as OCR and handheld bar code scanners, printers, validators and MICR devices, making it an essential addition to any agency's collection process. Other benefits include:

- On-screen running batch and transaction totals displays
- Unlimited, user-defined tender types.
- Various user permission and controls over POS actions – such as voids, cash drawer opening, and more.
- Robust reporting on batch totals, user activity, and overall collection totals/trends
- Compliant with PCI/PA-DSS security standards Same as above
- Full Check-21 compliance which allows for creation of an electronic cash letter containing images of checks to be submitted to a bank in lieu of a traditional deposit with paper checks
- Standard interface to other Tyler products and may be configured to connect to third party modules as well

2.2.4.7 Munis Utility Billing CIS

Utility Billing CIS processes all billing functions easily, quickly and accurately. With it your staff can perform expected tasks such as billing water, sewer, electric and gas; and maintain multiple billing cycles active at the same time. Robust functionality enables users to manage all aspects of utility billing with features including easy account setup to view past, current and pending customers, easy access to all service deposits, assessments, and installments; as well as unlimited user defined fields for account location master, account customer, and services in a variety of areas. With centralized accounts Utility Billing CIS simplifies property management. Integration with other Munis programs provides additional benefits:

- Access usage and billing details, enter service requests, and pay online via Citizen Self Service
- View billing history with images of past invoices through Tyler Content Manager (TCM)
- Online payments flow directly into general ledger through integration with Tyler Cashiering and Accounts Receivable
- Track site access and repairs through built in Service Order tool
- Verify address through MapLink integration
- Set rules for bill adjustments and service requests using Workflow
- Option to deliver bills via e-billing
- Manage cut off selections, lien collections, and all notifications out of the account management screen
- Interface with Tyler Notify provides reliable customer notification regarding late notices, service interruptions and other account notifications
- Schedule service visits and inspection through Scheduler Central

2.2.5 Energov Product Descriptions

PERMITS AND INSPECTIONS

The EnerGov Permitting & Land Management suite (PLM) serves a full spectrum of government agencies in need of managing the automation of planning & project review, permitting, enforcement, inspections, and requests. Departments and agencies utilizing the EnerGov PLM suite include community development, planning, building, code compliance, public works, transportation, land control, fire safety, storm water management, engineering and much more.

PROFESSIONAL LICENSING

The EnerGov Licensing & Regulatory Management (LRM) suite serves a full spectrum of regulating government agencies in need of automating the management of licensing review, approval, issuance, renewal, investigation and enforcement processes. Departments and agencies that benefit from utilizing EnerGov's LRM include business licensing, professional & occupational licensing, alcohol control, tax & revenue collection, regulated services, environmental control, fire & industrial compliance and much more.

Major Software Extensions & Add-ons:

IG WORKFORCE MOBILE PLATFORM: iG Workforce is the industry's first government platform for the next generation of mobility. EnerGov was the first software solution to offer a comprehensive and robust mobile workforce platform and family of apps that take advantage of native iOS tablet environment.

ENERGOV GIS: As a previous Esri worldwide partner of the year and winner of Esri's 2012 technology of the year award, EnerGov provides industry-pioneering enterprise GIS integration capable of fully leveraging an agency's GIS and introduces a new dimension of spatial capabilities to the agency and the process. EnerGov GIS provides unparalleled, out-of-the-box Esri ArcGIS integration.

ENERGOV CITIZEN ACCESS: EnerGov Citizen Access is an integrated constituent-facing web portal that provides your community with 24-hour access to comprehensive government services. From applying and paying for permits and licenses to requesting inspections and service requests, EnerGov Citizen Access can enable your agency to reach its services goals, and better engage a connected public via 24/7 online access.

ENERGOV EREVIEWS (ELECTRONIC PLAN REVIEW AND DOCUMENT MARKUP): EnerGov was first to provide a comprehensive native electronic document review extension enabling government staff to work in a completely paperless and seamless workflow environment. Agencies can receive, review, mark up and collaborate on plans, projects, permit and licensing documents in the popular and standardized Adobe PDF file format. The iG reviews mobile app is also available to enable users to access digital plans, make recommendations, corrections and collaborate with other parties on the go all from the easy-to-use iPad tablet.

MYGOVPAY PAYMENT PROCESSING: EnerGov's government specific payment processing product-line – seamless and secure "out-of-the-box" integration has been developed to ensure world-class payment processing that will always be supported and maintained. The system utilizes the technology backbone ('powered by") of EnerGov's preferred credit card processing partner.

2.3 Operating System

Operating System:

Identify the operating system required by the proposed application software and database management system. In the event there is more than one suitable operating system, list all options and indicate the relative strengths and weaknesses of each. List the operating system software support products required to support the recommended computing environment. The proposer should also explicitly state the name of any third-party products that are part of the proposed solution. For each third-party product, there should be a statement about whether the proposer's contract would encompass the third-party product and/or whether the City would have to contract on its own for the product.

Server Requirements

Overview

The following section includes various options for the server infrastructure required for use with the Tyler Munis ERP and EnerGov application suites. The primary metric in sizing server specifications is the number of estimated concurrent users of each system.

Tyler supports several server environment deployment types including high availability configurations, virtualized environments and dedicated testing environments; the following requirements are for a standard production deployment. Train and Test environments are also installed on production hardware, unless otherwise specified by the client.

Hard disk space specifications include a combination of internal hard drives and SAN storage device for many servers. Storage requirements are included for each server for capacity planning purposes. A fiber controller is strongly recommended for dedicated database servers and virtualized environments connecting to the SAN device for performance and redundancy reasons; iSCSI is sufficient for all other servers. For larger SQL installations, configuring the TEMPDB files on dedicated solid state drives can significantly improve SQL performance.

Operating system, database and application software is included for reference only. Typically it is the responsibility of our clients to properly license Microsoft software as these products are often governed by an Enterprise agreement in conjunction with other infrastructure.

High Availability

Tyler supports a variety of high availability (HA) server configurations. Tyler's recommended configuration is a virtualized environment used in conjunction with replication products such as VMware Site Recovery Manager or Veeam Backup and Replication. For "large environments" requiring dedicated SQL Server environments, SQL Server AlwaysOn Availability Groups is recommended (note, AlwaysOn requires SQL Server 2012 Enterprise Edition). A hardware-based network load balance appliance is strongly recommended for multiple application servers. Clients should contact Tyler Installation Services when considering these advanced configurations.

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however it is typically the responsibility of the client (or their hardware vendor) to configure advanced HA environments.

VIRTUALIZATION

Tyler Technologies supports VMware vSphere and Microsoft Hyper-V for virtualizing Windows servers. It is a requirement that a Storage Area Network (SAN) must be used when configuring a virtualized solution and the system should be configured such that virtualized guests are given dedicated memory.

Most virtualized installations will require customized hardware configurations. Please contact your sales representative to be directed to the appropriate Tyler technical resource that will be able to assist in hardware selection.

Tyler Technologies currently does not offer any training or installation services for the VMware or Microsoft Hyper-V virtualization products.

ENVIRONMENT FOR UP TO 100 USERS

The following outlines server infrastructure required for a Tyler Munis ERP and EnerGov implementation sized up to 100 concurrent Munis ERP users and up to 25 concurrent EnerGov users.

Function	Qty.	CPU (P)	CPU (V)	Memory	Storage	Software
Munis App & Munis/EnerGov Databases	1	(2) Intel quad core 2.0Ghz+	4 Virtual CPUs	32GB	1TB to 1.5TB	Windows Server 2012 Standard SQL Server 2012 Standard
EnerGov Application	1	(1) Intel quad core 2.0Ghz +	4 Virtual CPUs	8GB to 16GB	75GB	Windows Server 2012 Standard
Content Management	1	(1) Intel quad core 2.0Ghz+	2 Virtual CPUs	18GB	75GB	Windows Server 2012 Standard
External Web	1	(1) Intel quad core 2.0Ghz+	2 Virtual CPUs	12GB	75GB	Windows Server 2012 Standard

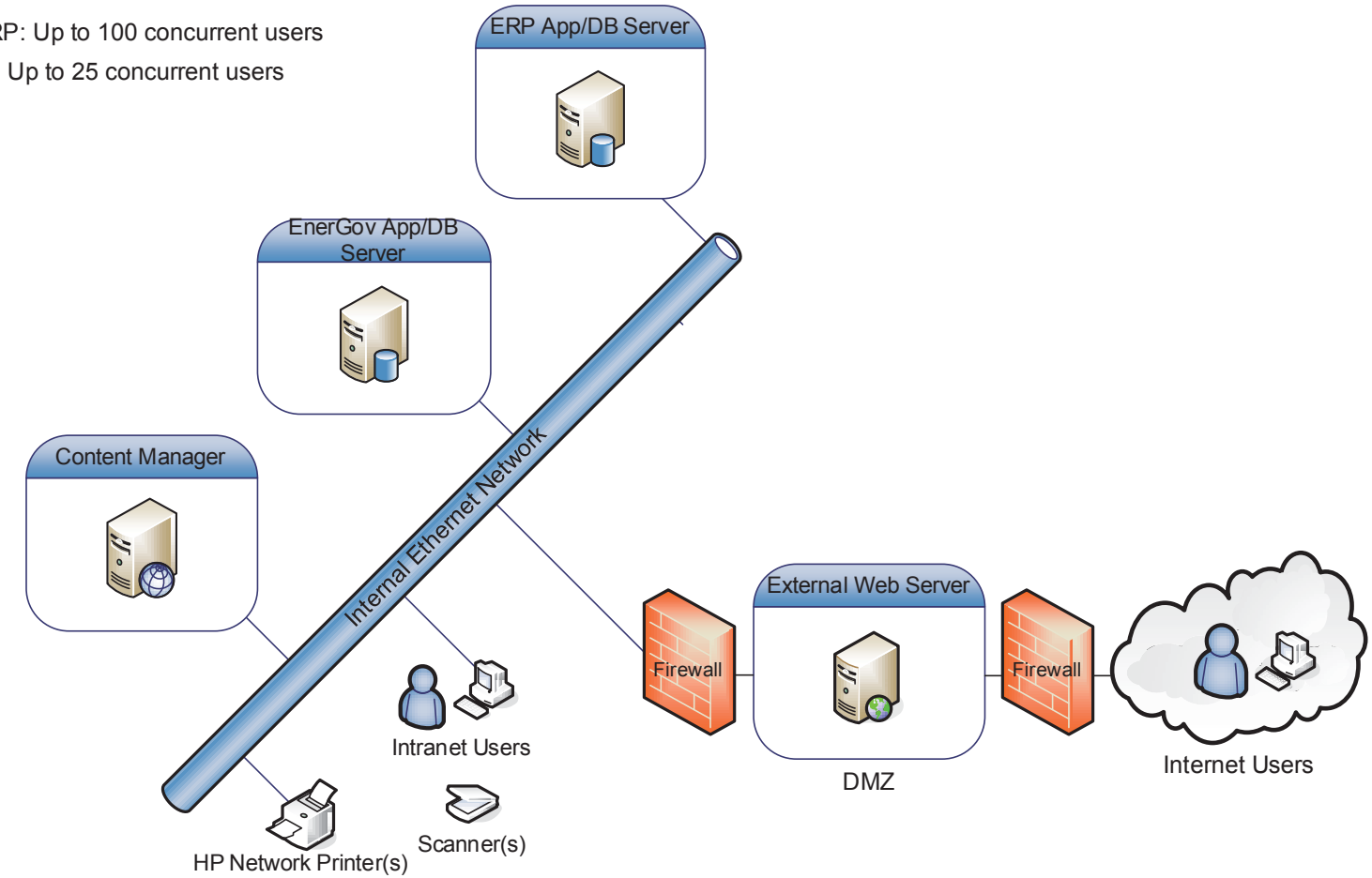
CPU (P): CPU configuration for physical configuration only.

CPU (V): Minimum virtual CPU allocation for virtual configuration only. Tyler recommends VMware vSphere for server virtualization.

Tyler Technologies – Munis ERP & EnerGov
Small Production Hardware Environment
Infrastructure Layout Diagram

Tyler Munis ERP: Up to 100 concurrent users

Tyler EnerGov: Up to 25 concurrent users



Network Requirements

Overview

Tyler applications communicate over TCP/IP and a network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between servers is highly recommended.

All external web servers should reside in a Firewall DMZ. In addition a 128-bit SSL certificate is recommended for all web and application servers to encrypt all traffic over HTTPS between the server and end users.

Bandwidth Requirements

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

- Minimum: Mobile broadband connection
- Recommended: 10/100 Mbps network connection
- 20-25 Kbps per concurrent user session

Server to Server:

- 1GBps network connection

Server to Disk Subsystem (i.e. SAN):

- Small / Medium server environments: iSCSI
- Large server environments: Fiber

Remote access options including Remote Desktop Services (RDS), RemoteApp and Citrix are also supported and recommended for low bandwidth environments.

Tyler highly recommends sites with many anticipated remote users request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements, especially those considering Tyler SaaS Hosting.

Active Directory

Microsoft Active Directory is required for authentication with Tyler back office applications. All Tyler servers must be a member of a domain that includes Active Directory user accounts for all back office users. All workstations used to access back office applications must also be a member of the same domain to ensure an optimum end-user experience with Single Sign-On capability. Active Directory configuration and administration is the sole responsibility of the client and must be configured prior to installation of Tyler servers.

Users of Munis Self Service and EnerGov Citizen Portal do not require Active Directory accounts or access from workstations that are members of the domain.

Please consult Tyler's Installation Department to discuss using Tyler applications in advanced Active Directory environments.

END-USER REQUIREMENTS

Microsoft Windows Workstations

	Minimum*	Recommended
Operating System	Windows 7 (32-bit or 64-bit)	Windows 8.1 (64-bit)
Memory	2 GB	4+ GB
Disk Space	50 MB	100 MB
Screen Resolution	1024 x 768	1280 x 800

* Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

Required PC Software / Components:

- ≠ Microsoft .NET Framework v3.5 SP1
- ≠ Microsoft .NET Framework v4.0 (required for Tyler Cashiering)
- ≠ Microsoft Silverlight 5.1
- ≠ Java Runtime Environment version 7, update 11+ (required for Tyler Content Manager power users only)

Supported Windows Workstation Web Browsers

Munis ERP

- 32-bit Microsoft Internet Explorer 11 (Dashboard v6.0+ only)
- 32-bit Microsoft Internet Explorer 10
- 32-bit Microsoft Internet Explorer 9
- 32-bit Mozilla Firefox (Munis Self Service only)

EnerGov

- 32-bit Microsoft Internet Explorer 10
- 32-bit Microsoft Internet Explorer 9
- 32-bit Mozilla Firefox
- 32-bit Google Chrome

Supported Microsoft Office for Windows

- ≠ 32-bit Microsoft Office 2013
- ≠ 32-bit Microsoft Office 2010
- ≠ 32-bit Microsoft Office 2007 *****

***** Excel export supported only. Office client add-ins are not supported.

Apple Mac Workstations*

	Minimum**	Recommended
Operating System	Mac OS X 10.6 (64-bit)	Mac OS X 10.8+ (64-bit)
Processor	1.8 Ghz Intel	2.5+ Ghz Intel
Memory	2 GB	4+ GB
Disk Space	50 MB	100 MB
Screen Resolution	1024 x 768	1280 x 800

** Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

Required Mac Software / Components:

- ≠ Microsoft Silverlight 5.1

Supported Mac Workstation Web Browsers

Munis ERP

- 32-bit Apple Safari 6.1+ (with auto-updates enabled) with Microsoft Silverlight 5.1
- 32-bit Mozilla Firefox (Munis Self Service only)

EnerGov

- 32-bit Apple Safari
- 32-bit Mozilla Firefox
- 32-bit Google Chrome

Supported Microsoft Office for Mac

- 2-bit Microsoft Office for Mac 2011*

* Mac Limitations

Tyler Munis ERP is fully supported on Mac OS X with the following exceptions. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or "Windows on Mac" virtualization (e.g. VMware Fusion).

- Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Tyler Cubes. In addition to the alternative access methods mentioned previously, Excel Services with Microsoft SharePoint Enterprise Edition can also be used as a work around to this Mac limitation.
- The Munis Next Year Budget Entry (NYBE) for Excel is a Microsoft Excel add-on allowing department managers and those responsible for maintaining budgets. Using a web service to the Munis application, this add-on allows users to download, modify and upload budgetary information directly from Microsoft Excel without ever opening a Munis application screen. This add-on is only available for Microsoft Office (2007 and higher) on Windows platforms.

For optimal user experience, Tyler highly recommends all Mac workstations used for back office access (non Self Service) are members of the same Active Directory domain as Tyler servers or configured with Microsoft Forefront. Workstations configured in this manner ensures single sign-on to all back office applications. Refer to Networking Requirements for more information on Active Directory.

Section 3 Optional Software

Section 3 – Optional Software

Include a description of any products, features, or other value-added components available for use with the proposed software application(s) that have not been specifically requested in this RFP. Consideration of these products, features, or other value-added components will be given where these may be of value to the City.

3.1 Optional Munis Software

3.1.1 Munis Contract Management

Munis Contract Management supports the entire lifecycle of a contract from inception to expiration. Create and approve contracts, including multi-year contracts, for purchases—and encumber the appropriate funds in advance. Allocate contracts by account or account segment and define milestones and key dates that trigger optional Munis Dashboard alerts to notify appropriate staff. Track and withhold contract sliding scale retainage based off percentage complete. Also provides ability to track other activity such as pending payments, open purchase orders and requisitions and contract change orders. Contract Management is fully integrated with General Ledger, Purchasing and Accounts Payable. Other benefits include:

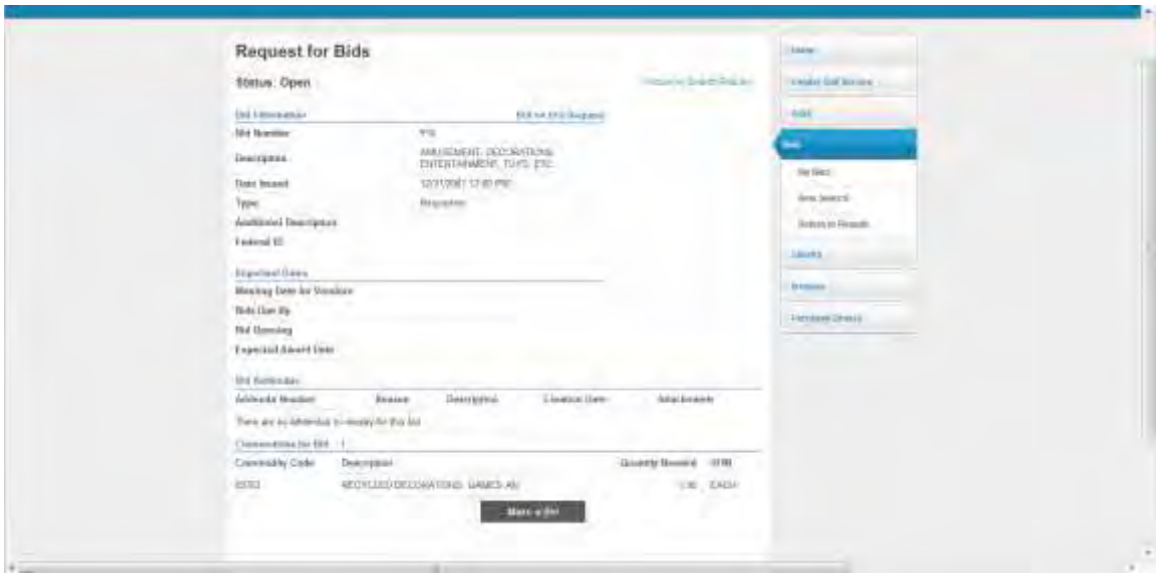
- Defining contractors by size, performance, minority or women ownership, or other criteria
- Documenting vendor performance including past due deliveries, fill percentage and returns
- Maintain insurance information and policies
- Sliding scale retainage tracking
- Tracking multiple subcontractors for a given contract
- Routing contract change orders for approval through Workflow
- Maintaining history of contact changes with complete audit trail
- Interface with optional Tyler Content Manager for document management and attachments

3.1.2 Munis Bid Management

Munis Bid Management provides structure and framework to effectively manage the bid process and to analyze and compare vendor responses to bids. Create an unlimited number of bids for items routinely purchased and route to specific departments or individuals for review. Track an unlimited number of vendor responses and response deadlines. Vendors can mail their bids to the requested site or enter their bid information using Munis e-Procurement which facilitates sealed bid processing. From the responses, Munis determines the best vendor based on each site's unique criteria. Once a bid is awarded it is converted to a purchase order or can be turned into a vendor contract. Munis Bid Management also allows you to:

- Track an unlimited number of addenda to bids
- Fully supports NIGP and custom commodity code formats
- Decentralize requests, allowing departments to enter requested quantities

- Supports addenda tracking and vendor notifications
- Post questions to vendors and score the responses to assess a weighted vendor ranking
- Easily generate reports by departments, vendor response and ranking, budget versus award amounts, and more



3.1.3 Munis Performance Based Budgeting

Munis Performance Based Budgeting allows one to manage results, accountability, key performance indicators and alignment with citizen-driven goals. It supports strategic and comprehensive planning, establishing program objectives, measuring results against those objectives, matching resources to action plans such as Budgeting and reporting results. Full integration with Munis General Ledger balances and Payroll hourly rates updates the costs and time spent on specific activities. It provides the means for linking dollars to results and improves public visibility into operations, demonstrating the value of improving overall efficiency. Other benefits include:

- Ability to measure project success by comparing project costs with output
- Option to view statistical data by month or year to measure incremental progress, budget status, and efficiency
- Allows direct import of third party statistical data
- Integration with Project Ledger accesses Project Balances

3.1.4 Tyler CAFR Statement Builder

The CAFR Statement Builder simplifies development of the financial statements presented in the Comprehensive Annual Financial Report (CAFR). This easy-to-use tool allows you to upload your financial data, prepare adjusting entries, equity classifications, and generate statements and schedules. The Governmental Accounting Standards Board (GASB) defines the reporting model which is embedded in the CAFR Statement Builder. When GASB requirements change, the CAFR Statement Builder is updated, so you can rest assured that your statements will be

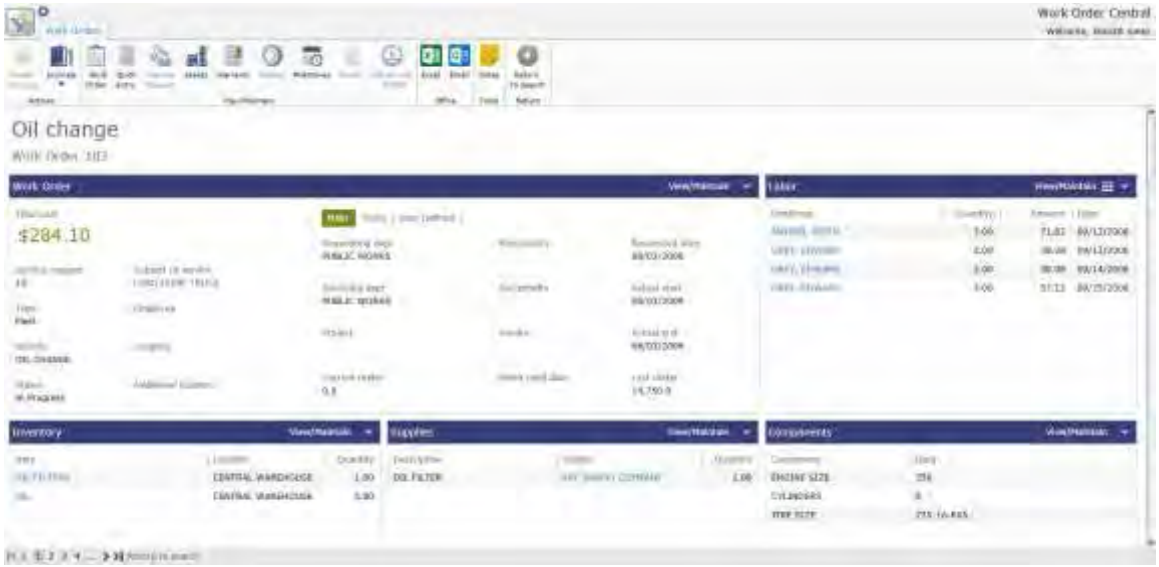
in compliance. The CAFR Statement Builder increases efficiency, minimizes errors, and simplifies reporting. Highlights include:

- Intuitive user-interface to get you quickly into building your statements
- Customized account coding, templates and reconciliation notes carry forward year after year
- Statement drill downs provide a complete audit trail
- Microsoft Excel reporting engine increases flexibility
- Optional cloud-based data hosting service available to reduce hardware investments and IT maintenance burden

3.1.5 Munis Work Order, Fleet and Facilities

Munis Work Orders, Fleet and Facilities is an enterprise-wide system designed to address the needs of public works departments, school districts and facilities maintenance departments, garage and fleet management services, utility districts and other service departments. This module is unique in its depth of integration with Munis General Ledger, Purchasing, Accounts Payable, Fixed Assets, Inventory, Payroll and Revenue modules and is designed to improve efficiency and streamline service issues across the organization. It also effectively tracks Management Information Systems (MIS) maintenance for existing technology assets or equipment, captures internal service costs and issues invoices, and logs citizen service requests and much more. This module provides a broad range of efficiencies:

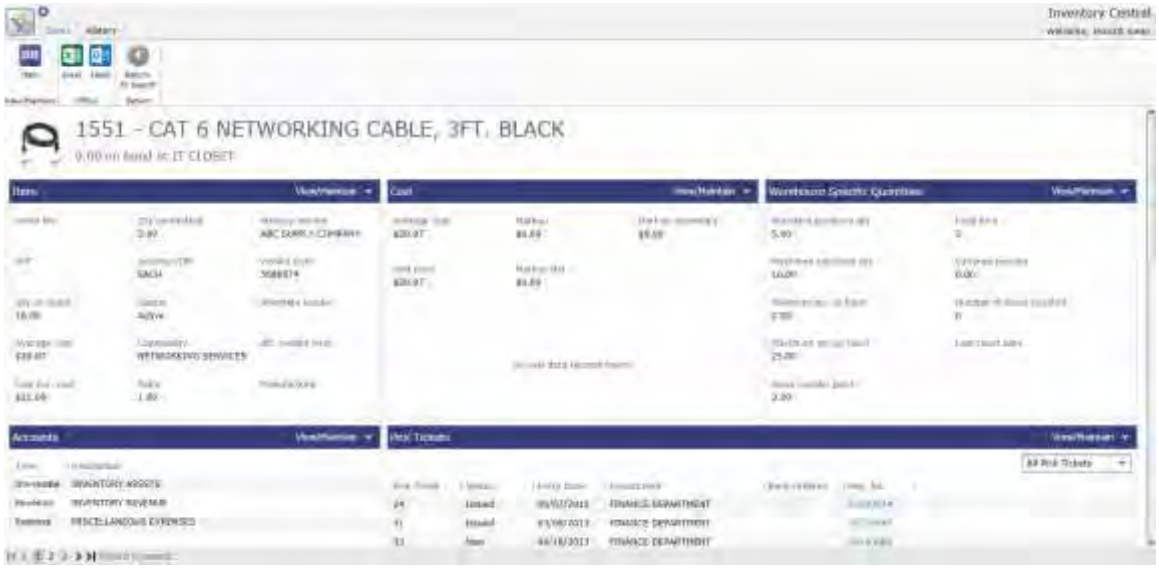
- Service calls convert automatically to Work Orders
- Assignment/Scheduling function helps with estimating costs, materials, labor and scheduling
- Equipment and facilities populate as Fixed Assets
- Eliminates duplicate data entry of labor time, inventory usage, journal entries and billing—saving time, and reducing errors
- Automates fleet and facilities maintenance and chargebacks to requesting departments
- Preventative Maintenance feature schedules and automatically generates work orders
- Integration with Tyler Citizen Self Service allows citizens to report and log issues, such as potholes, that automatically become work orders



3.1.6 Munis Inventory

Munis Inventory tracks inventory such as office supplies and public works equipment across an organization and in multiple locations, eliminating unnecessary purchases and wasteful spending. When used with Munis Purchasing one can choose the item cost method, select by average (over all lots received), or FIFO (first in, first out) or buy items in bulk and issue them to departmental users as needed. Munis Inventory automates all inventory accounting including on-hand balances, month-to-date (MTD) and year-to-date (YTD) values. Other benefits include:

- ≠ Auto notifications indicate when inventory levels are low in multiple locations, and prompts reordering
- ≠ Schedules pick tickets and routes to maximize delivery efficiency
- ≠ Integrates with hand-held devices (BMI) to conveniently scan products and track inventory movement (Hand-held devices, purchased separately)
- ≠ Integrates with Work Orders, Purchasing and Human Resources (to track asset assignment by employee)
- ≠ Users can request inventory items through decentralized requisition process



3.1.7 Munis Employee Expense Reimbursement

Munis Employee Expense Reimbursement is an easy-to-use application that fully integrates with Munis General Ledger, Payroll and Accounts Payable for complete electronic expense report filing—thereby increasing office efficiency, saving employees' time, and reducing paper trails. Once expense types are defined, Munis Employee Expense Reimbursement offers many time saving system defaults such as: quick expense report creation, system-generated travel requests, invoice reimbursement numbers and general ledger account codes. For ease of use, your office can create an unlimited number of expense claim form templates; determine whether employees submit reports before or after expenses are incurred; and decide whether to reimburse through payroll or by cutting an AP check. When submitting expense reports, employees simply log into the application—anytime and from anywhere over the Internet—and enter his or her employee number. The system automatically populates the expense report fields with data pulled from Munis Payroll, and the employee simply fills out the remaining required fields and submits. The claim is automatically entered into the workflow process, where it can be preset to direct expense reports to different approvers based on user-defined account codes, amount and department codes. Other benefits include:

- ≠ Minimizes time-consuming documentation process
- ≠ Eliminates messy paper receipt storage
- ≠ Reduces service issues by letting employees file reports and check on pending or past requests using Employee Self Service
- ≠ Allows management to quickly review expenses by type, employee, time frame or other category using a range of reporting options

3.1.8 Munis Risk Management

Munis Risk Management allows an organization to manage risks such as job-related injuries and property damage with the tools necessary to effectively track, manage and pay property and causality claims. Risk Management

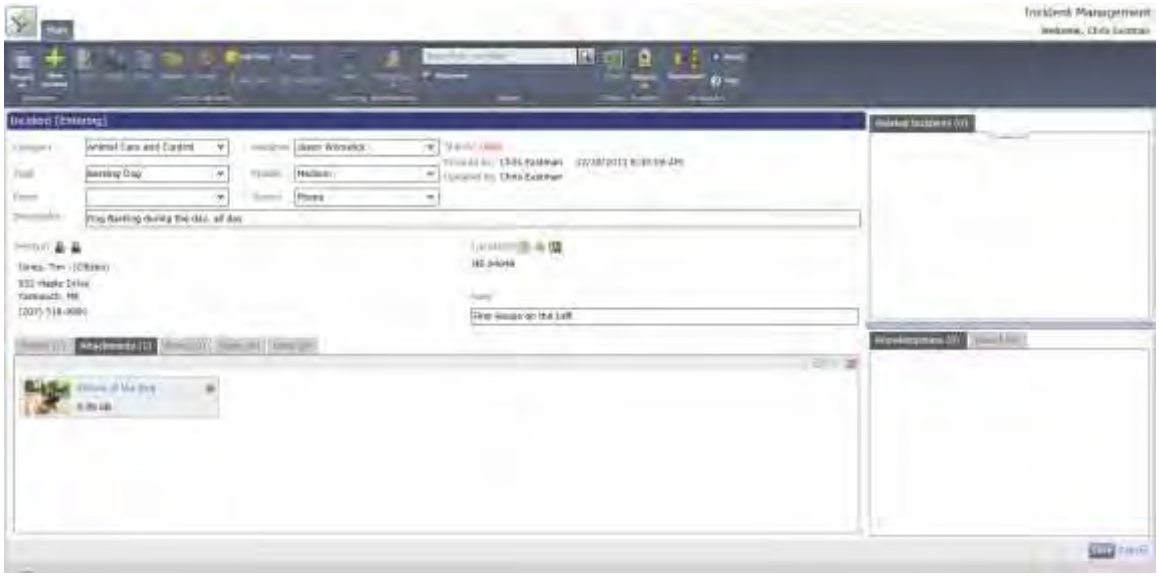
enables you to handle these claims quickly and easily, from initial claim to related expenditures. Other benefits include:

- Easily maintain data, track claim activity and record expenses with recoveries and estimated costs via integration with Munis Procurement and Accounts Payables
- Links claims to employee records via integration with Munis Human Resources Management
- Evaluate injury-related compensation via integration with Munis Payroll
- Powerful analysis via interface with Microsoft Excel

3.1.9 Tyler Incident Management

Tyler Incident Management is Web-based application to handle non-emergency inquiries, complaints and service requests from the public, and free up local 911 lines for real emergencies. Tyler Incident Management allows citizens to report a range of issues such as: loss of water service, stray animals, roadway potholes, and questionable activity in their neighborhood. Once an issue is logged, assigned a priority level, service category, and department responsibility, the information automatically flows into the appropriate Munis program such as Munis Work Orders and Munis Permits - Complaints/Violations. Any subsequent change relayed to Munis regarding the incident's status is automatically reflected in Tyler Incident Management. What's more, this module is compatible and seamlessly integrated with Tyler's Citizen Self Service for online incident reporting. Other benefits include:

- Provides single point of contact for all citizen requests
- Manages unlimited photos, contacts and notes, and links them by incident, location, or person(s
- Seamlessly integrated with MUNIS Utility Billing, Work Orders & Complaints/violations
- Provides customizable call scripts for improved and consistent service handling. One or more call scripts can be in place for a given call type; call scripts can be marked as effective thru a certain period of time.
- Is accessible via a mobile device for improved responsiveness
- Supports and reports on Service Level Agreements
- Provide a knowledge-base of documents and references particular to the specific call type.
- Automatically retrieves and presents related calls (by type, person, or location)
- Provides complex task creation for multiple steps and assignments to be tracked relative to an incident
- SSRS reporting provides quick access to incidents sorted by category, type, department, frequency, status, and much more
- Configurable dashboard gadgets for focused listings, charting and tracking of groups of incidents.
- Integrates with Tyler Versatrans to document issues on school buses such as bullying or accidents
- Interfaces with School Information Systems to link incidents to the student records



Incident Management documents and routes all complaints for prompt handling.

3.1.10 Munis Parking Tickets

Munis Parking Tickets allows you to track and invoice parking violations. Violations may be entered directly into the system or uploaded from your third party mobile parking ticket device. Parking Tickets can obtain accurate information and communicate with other agencies through an export request for owner names, an ASCII file used by State and Service Bureau agencies to supply you with owner names and addresses. It also has the ability to import the same type of ASCII file to update name and address and create account numbers, saving time if the account number does not already exist. Additional benefits include:

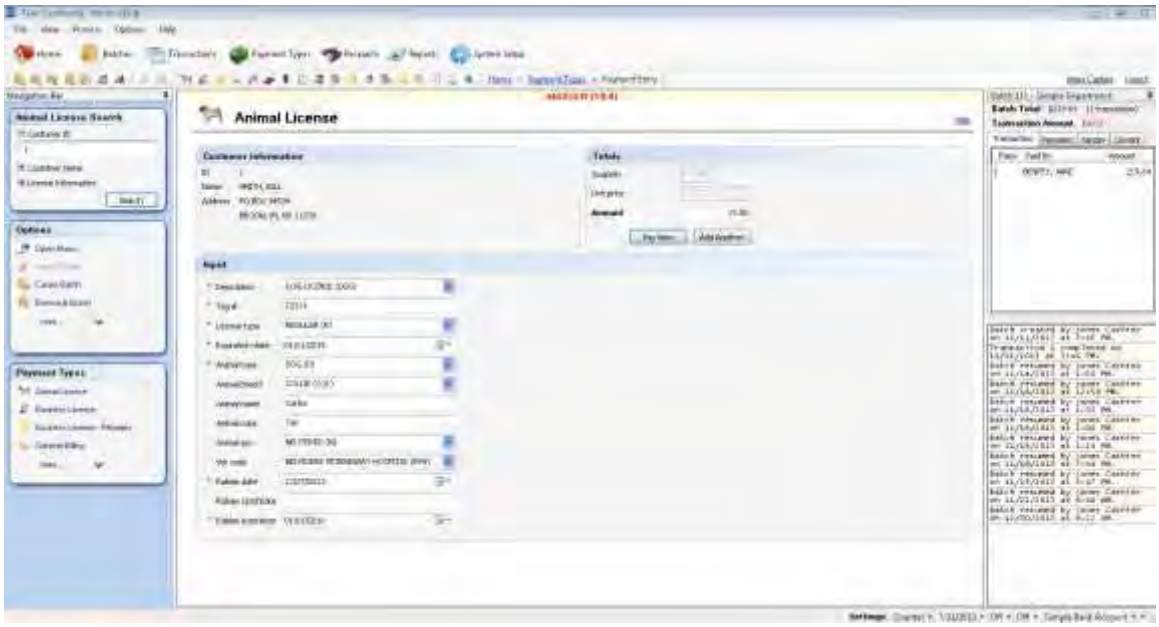
- Automatic retrieval of the motor vehicle record as license plate is entered
- Citizens to pay parking tickets through Munis Citizen Self Service
- Printing of notifications letters, updates, and late fee billing
- Export of “Tag and Tow” status to handheld devices for improved enforcement
- Ability to assess and apply late charges
- Munis Parking tickets integrates with the Munis General Ledger and Accounts Receivable

3.1.11 Munis Animal Licenses

Munis Animal Licenses allows you to issue dog tags and maintain licenses, track veterinarian data such as rabies records, process payments, and perform historical incident reporting for domestic animals. The Animal Licenses module is fully integrated with other Munis applications, including General Ledger and Payment Entry (Accounts Receivable). Other benefits include:

- Flexible configuration for tracking of variable licenses
- Ability to enter incidents such as bites
- Auto–renewal process for increased efficiency

- Integration with Citizen Self Service allows pet owners to register online, upload attachments like vaccination certifications and other required documentation, and process payments



3.1.12 Munis Slip Reservations

Munis Slip Reservations is designed to keep track of boat slip reservations and usage. It simplifies the task of maintaining specific data relating to watercraft, operators, marinas, and individual slips and makes it possible to book reservations and calculate charges either through the Accounts Receivable cash receipts program or link to the invoicing process via General Billing. It also allows you to simply export data to both Microsoft Word and Excel via Munis Office. Other advantages include:

- Run queries regarding slip availability
- Identify slip specifications from length and draft to optional services such as electricity, sewer, water and other services
- Create customer/boat records with searchable fields
- Process payments and/or invoices
- Handle both advanced reservations and those made on the spot
- Manages multiple locations with single program

3.1.13 Munis IVR Gateway

Munis IVR Gateway module facilitates the integration and ongoing support for IVR (interactive voice response) systems. IVR technology allows for automated interaction with a caller via keypad or voice for off-hour availability, thereby reducing the need for direct staff involvement. Munis supports this integration through a Web service-based approach, providing the Web service API to the approved Tyler IVR vendor (Tyler supports Selectron, Teleworks, Presidio). The IVR Gateway provides the ability to inquire into the Munis system to obtain real-time information such as balances, customer information, current status, and more. Integration with Utility Billing

provides convenient access to consumption details, billing and payment history, and online payment option. Other benefits include:

- Integration with Utility Billing provides citizens with 24/7 access to account information and payment history. Utility specific features include submitting and obtaining meter readings and consumption history. Payments via IVR are supported.
- Integration with Permits and Licensing allows citizens to easily schedule, cancel or review inspection results
- Integration with Taxes and General Invoices provides citizens with 24/7 access to all business and personal taxes and to process payments

3.2 Tyler's Park and Recreation Management Software Overview

As part of Tyler's special districts offering application suite, our Park & Recreation Management application serves a full spectrum of government agencies in need of a management solution for the daily operation and finance management for park & recreation processes. Agencies benefit from the application by streamlining the workflow for registration, fees, facility scheduling and much more.

Improve Efficiencies with Central Management

The Park & Recreation Management framework includes a powerful Contact Manager that's specifically designed to allow for central management and a single point of entry for all business modules, details, actions and events. From tracking online registrations, instructors, constituent requests, location rentals, team sports and more, Tyler's Park & Recreation Management application simplifies process with a 360° view.

Straight Forward Approach to Park & Recreation Management

The application is designed to enhance operations by providing a 360° view of your data, while automating your organizations comprehensive registration and instructor requirements. Superior configurability options allow park & recreation personnel to easily manage their daily activities and rentals with less time and effort, which can help to increase revenue by offering more activities and classes.

Finance Management

The application automates many of the processes involved with the day-to-day management of park & recreation activities, from automatic fee calculations to generating invoices. Expenses and reimbursements are easily managed as routine enrollment changes – thereby increasing efficiencies and translating into a significant return on investment.

Improved Citizen Engagement

The Parks & Recreation Management application empowers citizens to become more involved in community activities and further promotes the use of agency facilities. Constituents can register and pay for classes online and rent or signup for use of public facilities. The online portal extends the application by allowing one central database for enhanced communication and a substantial overall return on investment.

3.3 Incode Court Solution

The Incode Court Case Management solution is a fully integrated, graphical application that also provides excellent document management, cash bond management, probation tracking, and so much more. Utilizing a variety of user-defined options, the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space.

In the public sector, the average lifespan of a software purchase is five to seven years; Incode has a retention rate of over 99%, which means once an organization joins our team they basically never change their software products again. Tyler provides on-going development to continually provide enhancements to keep the software fresh while continuing to meet all state requirements. Our feature-rich court system will improve your court's efficiency, accuracy, and overall abilities to me the demanding needs of today's court systems.

3.3.1 Court Case Management Features

3.3.1.1 CASE PROCESSING

Through the unique Control Center screen, users can view any information at a glance for all citations that a defendant has within the court system and update the cases from the same screen by entering into the disposition mode, or by batch updating the cases using a macro. Easily print any document or series of documents for any case.

The court can easily update address information, phone numbers, and physical information and even capture the Defendant's photo from this single screen. All changes are recorded in a detailed history screen and are time/date/user stamped.

Alias names can easily be attached to a Defendant, insuring that all information for the Defendant is displayed regardless of the name being searched.

Search information in the system by Name, DOB, Social Security number, Driver's License number, Case/Citation number, vehicle information, addresses and numerous other criteria.

The Tyler Incode software combines simplicity and functionality. New users are amazed with the efficiencies that it provides, and are able to utilize the software with minimal training. The term "user friendly" is truly appropriate when referring to this product.

Wayne Lambert, Court Service Director
Irving Municipal Court, Irving, TX

Identifiers on the screen alert clerks to their being an outstanding warrant, active bonds on the case, age (Juvenile, Minor) and you have the ability to create 'Hot Flags' on Defendant's such as 'No Checks' or 'Translator Required'. Set cases for trial and have the calendar check officer schedules, court availability and set a maximum number of cases allowed on a court date.

ADDITIONAL FEATURES:

- Track up to three court settings at a time, all with different due dates/times
- Status codes automatically enter numerous defaults such as plea, trial type, and set new fees based on a single status code
- Create pre-defined Judgments for ease in sentencing cases
- Amend charges without having to re-enter case information

- Set payment plans and payment groups which automatically roll the due date upon payment
- Provide jail credit/community service credit based on a pre-defined rate
- Add Attorneys to a case with ease
- User defined grid for displaying information in the desired order by each user
- Complainants and witnesses are displayed on the screen
- Unlimited note ability; identified by clerk, docket, officer and Prosecutor types
- Adjust fees, fines and costs with the click of your mouse
- Combined total is displayed on the screen
- Next action date, payment date or court date displayed on the main screen, no need to drill down inside the case
- Complete detailed history available

3.3.1.2 PAYMENTS, CASH BONDS, CASH REPORTS & CREDITS

Tyler provides the ability to adjust fees and fines from numerous areas within the software, including when payments are entered. Tyler also provides the ability to enter payments in full or partial payments for cases set up on a payment plan. Payments are posted by the system to the proper fees/costs/fines in the order defined by the court. A record is created on each case as to which fees have been paid, the balance of the fees due and any credit that has been applied to the case. With the Cash Collections system, the user can take multiple payments on one receipt with the balance due for each case listed on the receipt.

Cash bonds are easily posted to the violator's case. Bonds are then managed through our bond management screen for ease in applying, forfeiting, refunding or transferring from case to case.

Credit can be applied to a case for various types of community service or jail time served. Receipts are printed and numbered for each transaction. Through the use of our unique case status codes, the user can automatically add new fees to a case when the case status is changed.

The Tyler court software provides a direct interface to any Tyler Technologies General Ledger system, ending the need for journal entries. For an additional fee, Tyler may be able to create an interface file for uploading into other general ledger systems.

ADDITIONAL FEATURES:

- Print receipt(s) for all transactions
- Void receipts (with proper security rights)
- Partial payments automatically role the date to the next payment date due, if applicable
- System prevents over-payments
- Set security flags on Defendants, such as "Do Not Accept Checks"
- Create payment groups for multiple citations to be paid on one arrangement
- Automatically add payment plan fees (if applicable)
- Take different methods of payment on a single receipt
- Track Bonding Company information contained in a master file to reduce the need of reentering bond company information
- Set bonding limits on bond companies
- Create a refund list for Accounts Payable
- Write refund checks directly out of the software

3.3.1.3 DOCKETING

Tyler's Incode Court Case Management software offers a wide variety of docket options. Dockets are easily created in conjunction with case statuses and the calendar availability. Our dockets can be created in several formats and called up in various orders such as; alphabetical, by docket number, by officer, and many others. Tyler also provides a live check in process so that Defendant's appear in the order that they arrived for trial.

All cases on the selected docket automatically appear on the live docket screen allowing for fast, efficient adjudication of the cases without having to search for each Defendant or case. Cases can be updated in a batch as well, such as rescheduling a specific attorney's cases. In addition to the numerous dockets that we provide for the court, Tyler also provides an Attorney Docket for email/faxing to Defense Attorneys; a Prosecutor's Docket for each of your Prosecutors and a Police Officer Docket for each officer with cases scheduled to appear in court.

All dockets can be printed or archived for historical purposes. A true and complete final docket can be generated after court that will provide the outcome of all cases that were listed on the docket.

3.3.1.4 WARRANTS

Tyler provides the ability to create an unlimited number of warrant types, allowing for different fees to be added to warrants based on type, different documents to print based on type and bonds to be set based on type. Warranted cases display in red on the screen, as well as marking each name and case with a "W" to insure that staff notice the warrant. Photos of the violator can be printed directly on the warrant, as well as any desired descriptors.

Warrants can be created in a batch process, or on a case by case basis. Our Warrant Management Center provides the ability to produce numerous types of warrant reports based on address, zip codes, names and several other options. Warrants can easily be updated with attempts to serve, including notes on why you were unable to serve the warrant.

Payments, or the posting of bonds, can automatically clear the warrant. Detailed histories of the warrants are maintained within the software. Numerous detailed warrant reports are provided including the listing of outstanding warrants and cleared warrants.

A Google Maps interface is included to easily plot warrants within a certain area and provide street views and driving directions to warrant officers.

3.3.1.5 STANDARD FEATURES

LIVE COURTROOM DOCKET

Incode provides the ability to create a true, live courtroom docket based on your court rules. Options include entering dispositions, bonds and bond disposition, printing any user-designed form, issuing community service credit or jail credit, add new comments and add walk-ins to the court docket.

MANAGING DISPOSITIONS

Easily track and manage every aspect of the disposition of your cases. Drop down boxes provide your user-defined codes for quickly and efficiently updating pleas, case settings, trial types, fees/fines, Judgments and much more.

CASE TRACKING

Never lose case folders with Incode as users can check cases out and back in, keeping a record of where every case is, who has it and why. Track cases to the court room, the prosecutor's office and more. User defined codes for case checkouts, returns, even the ability to track cases that are closed and stored in files off-site from the court.

WARRANT MANAGEMENT

Warrants and Failure to Appear charges can be issued automatically by the system or selected by the user and printed by the system. Served warrants are left in the system for historic information. Users have the ability to define an unlimited number of warrant types, create the wording for each warrant type, and create warrant fees for each warrant type and to define additional rules for warrant types.

CITATION INQUIRY

From the Court Inquiry program users are able to see every event that has ever taken place on a violation, including: payments and receipt numbers, documents printed on the case, changes to fees and fines, any case settings and much more.

JURY SELECTION & MANAGEMENT

Easily create jury pools and clear previous pools; manage Juror addresses, exempt status and voter registration numbers. Create and print a user-defined jury summons, check them in, assign them to courtrooms, create notices for non-appearances and much more.

JAIL TRACKING & MANAGEMENT

Track Defendants that are currently booked into the jail, including charges, reasons for being jailed, date for expected release and more. A detailed report can be created displaying all jail activity between various dates, including expected release dates, bonds, etc.

PURGING CASES

Incode has the ability to purge closed and dismissed cases by a date range. Once purged, violators are flagged when they have purged cases, retaining basic information of the final judgment.

ETHNICITY TRACKING

Track all ethnic backgrounds from Hispanic to Vietnamese by simply adding the ethnicity at the time of data entry.

CASE STATUS TRACKING

Incode users can track cases by status and status date, creating a report or updating hundreds of cases at a time. By selecting the current status and date range, the court user can generate courtesy letters or forms, reset cases and change or update statuses or add additional fees, without having to go to individual cases to update them.

CITATION BOOK TRACKING

Incode has the ability to track the citation books issued to officers. Reports can be generated on the number of missing citations, easing audits on citation books.

STATE REPORTS

Incode Meets All State Reporting Requirements, As Well As offering electronic conviction reporting in all States were applicable.

DEFERRALS AND PROBATION REPORT

Incode will let you know if violators entered today are currently on probation or on deferred adjudication.

STATUS GROUPS

Create groups of statuses for creating dockets and issuing warrants. This eliminates having to enter the information each time you create a docket or issue automatic warrants.

BATCH PROCESSING

Update dozens of cases instantly with the Case Management Center, providing the ability to print letters, add fees, reset court dates, and send attorney notices and much more from one screen in one process.

MACROS

User defined macros based on your business rules make time consuming updates a thing of the past. One button click and you can instantly set cases up for Driving Safety courses, Deferred Dispositions or any other court setting.

PROBATION MODULE

Our probation module allows for the tracking of Defendant's and cases assigned to probation and provided the ability to record drug/alcohol test results, class completion, and any other court ordered probation.

PARKING CITATION MODULE

Tyler provides for a complete Parking Citation Management program built into our Court Case Management application. Status reports can generated to find unpaid citations and take action on them, such as increasing the fine or printing warning notices to past due violators.

REPORTING

In addition to Tyler meeting all State required reporting, we also offer more than 80 standard reports ranging from warrant reports to officer activity to statistical reports. These reports provide a variety of criteria, providing the user with the ability to get a wealth of information from the court data. Additionally, Tyler's report wizard allows you to create customized reports that can be used once, or saved as a template for continued use. All reports can be exported in to several different formats, attached to an email, or archived directly from the software. For a complete list of our standard reports, or a demonstration of the reporting wizard, please contact your Account Executive.

Section 4 Responses to General Requirements

Section 4 – Responses to General Requirements

The proposer must provide responses to each of the requirements that are listed in the General Requirements Section of this RFP and must be provided in this section of the proposal.

4.1 Notes and Assumptions

4.1.1 Tyler Reporting Services

Wherever Tyler Technologies, Inc. has responded affirmatively to certain functional checklist questions/requirements/specifications as requiring the use of Tyler Reporting Services, Louisville, CO is solely responsible for development of the necessary/required report(s), unless specifically indicated otherwise.

4.1.2 Interfaces / Customizations

Interface requirements agreed to by Tyler within this response will depend on the customer maintaining an active support agreement with the identified third party system as well as a current version actively supported by the manufacturer/developer of the product installed.

GENERAL REQUIREMENTS	TYLER TECHNOLOGIES RESPONSE
Requirements defined in this section contain the overall general functions of the City's desired integrated software applications. These requirements underlie the detailed checklist of Technical Requirements contained in Attachment A, B, C and D. Together these two sections define a system that will provide a high level of flexibility in meeting the City's current and future requirements.	
Processing Environment	
A preferred or specific hardware platform will not be specified in an effort to obtain the widest range of software solutions to meet the City's information processing needs.	Microsoft Windows Server / SQL Server compatible environment.
Database	
A true relational (RDBMS) database must be used. The database design should allow for a wide range of drilldown capabilities. Table and column names should be intuitively labeled and linked columns should be consistently named. Vendor must provide a current data dictionary for custom and ad hoc reporting purposes.	Microsoft SQL Server. Data dictionaries are available. Also have "view database columns" mode for report writers.

Real-Time Mode	
Applications are expected to run in real-time mode.	Application is real-time.
Logging	
Adequate logging must be provided to ensure audit trails required by the City's internal controls.	The Munis ERP system features a comprehensive auditing suite integrated directly within the application. This assists clients in supporting internal control requirements and includes system and program level auditing. Process auditing allows an administrator to see who ran what, when, where, and for how long. Change audits allow the viewing of who changed what, where, when, and both the old and new values. Query audits can also optionally be enabled to log who looked at what and when.
Tables	
Dynamic tables must be used, where applicable, to preclude repetitive entry, for validity checking, and to eliminate program code changes when rules are changed or added.	Supported.
Editing	
The system should provide programmatic editing of data input, when possible, for validity and logical application.	Supported. Auxiliary programs have numerous setup codes/tables that drive the valid values of the system.
Security	
Security must be provided at program/user level and should provide hierarchical levels of control and security for various software functions and tasks.	Yes
Implementation Commencement	
Vendor will have the appropriate resources ready to engage in system implementation within 6 weeks of receiving a signed contract.	Tyler will commit to holding the Project Kick off between 30 – 45 days after contract signing.

Support	
The selected vendor must be able to provide timely and adequate support during the City's normal business hours. Vendor support must deal with issues related to integrated or adjunct third-party software proposed. The City intends to rely solely on the application vendor as its software support source.	Tyler's standard support hours are 6 am to 7 pm Mountain Time. 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 Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
Hardware	
Proposals are for software only or a hosted solution (SaaS) that does not require any additional hardware on the part of the City of Louisville. Vendors need to specify whether their proposed solution is (1) Traditional (on premise install at City) and/or, (2) Cloud-based (SaaS) and provide appropriate pricing for one or both options.	Both options are available: Traditional (on premise) and SaaS hosted.

Section 5 Responses to Technical Specifications

Section 5 – Responses to Technical Specifications

Responses to the Technical Specifications for the RFP, as listed in Attachments A through D, must be provided in this section of the proposal. Proposers should answer the questions in the format provided, and add any explanatory details necessary in a separate column to the right of the item being referenced. The following answer key should be used when responding to the specifications:

Y = Fully meets specification, "out-of-the box"
A = Available in next version (include estimated date of release)
T = Specification is provided through third-party software
M = Modifications necessary to meet specification.
W= Specification is not provided, but there is a reasonable work-around
C = Customization/change of source code required to meet specification
N = Specification is not, and cannot, be provided

If any symbol other than "Y" or "A" is the response for a specification, the proposer must complete the Proposer Comments to Technical Specifications sheet (Attachment E). Any specification that is answered with a symbol other than what is listed above will be treated as a negative/non-response.

5.1 Notes and Assumptions

5.1.1 Tyler Reporting Services

Wherever Tyler Technologies, Inc. has responded affirmatively to certain functional checklist questions/requirements/specifications as requiring the use of Tyler Reporting Services, Louisville, CO is solely responsible for development of the necessary/required report(s), unless specifically indicated otherwise.

5.1.2 Interfaces / Customizations

Interface requirements agreed to by Tyler within this response will depend on the customer maintaining an active support agreement with the identified third party system as well as a current version actively supported by the manufacturer/developer of the product installed.

5.2 Attachment A

Please reference Tyler's response to the Technical Specifications on the following pages.

Finance Department - Attachment A
Technical Specifications - System-Wide

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SS	1	System is a true 32-bit or 64-bit Windows Graphical User Interface application.	Y	
SS	2	Ability to utilize an application server for (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.	Y	
SS	3	System allows a single user to be in multiple modules at the same time, without running multiple sessions of the application.	Y	
SS	4	System must allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the General Ledger module.	Y	
SS	5	System uses Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.	Y	
SS	6	The user interface provides “drill-down” features, such as the ability to drill down from a GL account to the source document that created it.	Y	
SS	7	The drill-down features can be used without keyboard intervention.	Y	
SS	8	All fields allow users to type information directly into the field. Look-up screens are optional.	Y	
SS	9	Combo boxes or lookup screens are accessible by both a mouse click and a keyboard shortcut.	Y	
SS	10	All screens can be navigated and completed with or without the use of a mouse.	Y	
SS	11	Data entry order can be modified on all screens, and each user can have their own data entry order.	N	
SS	12	Data used to create graphical data analysis can be easily exported in an Excel format.	Y	
SS	13	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.	Y	
SS	14	The product is capable of running in a Windows network environment. Describe any other operating environments your proposed software will work with. In the event your software does not run on Microsoft products explain what operating systems it does run on.	Y	
SS	15	System security allows lock-out of specific modules (no access).	Y	
SS	16	System security allows read-only access to specific modules.	Y	
SS	17	System security allows lock-out of specific menu items (no access).	Y	
SS	18	System security allows read-only access to specific menu items.	Y	
SS	19	System security allows lock-out of specific field-level items (can remove them from the screen).	Y	
SS	20	System security allows read-only access to specific field-level items (view-only on screen).	Y	
SS	21	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.	Y	
SS	22	All reports can be previewed on the screen prior to being sent to a printer.	Y	
SS	23	Print Preview: Page up and page down through a report.	Y	
SS	24	Print Preview: Go to bottom and go to top of report buttons.	Y	
SS	25	Print Preview: Provide the ability to archive a report via PDF instead of printing.	Y	
SS	26	Print Preview: Ability to print a single page or range of pages.	Y	
SS	27	At each workstation, reports can be sent to any printer available either locally or on the network.	Y	

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SS	28	All standard reports are modifiable by the user.	Y	
SS	29	All reports include the name and title of the report, date, and time the report was produced and the date(s) the report covers.	Y	
SS	30	System has built-in report-writing tools that allows an employee with no knowledge of report-writing programs to build their own reports.	Y	
SS	31	Built-in report-writing tools allow the user to export reports to XML datasets.	Y	
SS	32	All reports can be exported to an electronic file.	Y	
SS	33	The system supports multiple concurrent users in separate modules.	Y	
SS	34	The system supports multiple concurrent users in each individual module.	Y	
SS	35	Within all modules, provide for an on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provides direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.	Y	
SS	36	End user reporting tools are available within all modules to create queries and/or reports, using data from any of the fields within the systems. The interface is ODBC compliant and has the capability to transfer data to third party applications, such as Microsoft Excel, Access, etc.	Y	

Finance Department - Attachment A
Technical Specifications - General Ledger & Report Generation

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GL	1	The General Ledger System utilizes a Graphical User Interface.	Y	
GL	2	The system accommodates the structural requirements of fund accounting such as maintaining multiple fund general ledgers, appropriation/encumbrance/expenditure/revenue details, and should interface with financial support systems, which collect data from the entity's day-to-day financial activities.	Y	
GL	3	The system provides for the maintenance of separate funds, each of which is a self-balancing set of accounts, with all funds recorded being processed simultaneously by the common system.	Y	
GL	4	The system has the capability to post to any of the months in the current fiscal year, past fiscal year, or the next fiscal year without closing any of the months of the current fiscal year.	Y	
GL	5	During all processing, the system should edit transactions to insure that each entry to a fund is balanced and complete and also that each fund is maintained as a self-balancing entity.	Y	
GL	6	Supports up to an eighteen-digit account number. The account number must be user definable in at least 4 components.	Y	
GL	7	Ability to accommodate consolidated (pooled) cash accounting for transactions of multiple funds, which are accounted for in one centralized (pooled) bank account.	Y	
GL	8	Provides the ability to account for cash in funds where cash is maintained separately from the pooled cash bank account.	Y	
GL	9	Ability to maintain unlimited detailed historical financial data, i.e. actual amounts for both budgetary and financial data. This information must be available for both reports and inquiry functions.	Y	
GL	10	Capability of revising the budget during the year and provide an audit trail for tracking budget revisions. This audit trail should provide data for a budget adjustment date, description, adjustment amount and new budget. The system must be able to maintain the amounts in the original adopted budget, as well as the amounts for the revised or adjusted budget to comply with GASB 34.	Y	
GL	11	The system has the ability to run interim financial reports during an accounting month.	Y	
GL	12	Provides for an automated bank reconciliation process for multiple cash and bank accounts.	Y	
GL	13	Has optional "adjustment period(s)" available for posting audit adjusting entries to prior year balances (period 13, 14, etc).	Y	
GL	14	Allows the user to automatically reverse a previously posted journal entry. The system also is be able to re-post a journal entry after it's reversal. The system should provide a complete audit trail in the general ledger for journal entry reversal and re-post by requiring a separate journal entry number or code for each reversal/re-post. This applies to both manually entered general journal entries and journal entries created internally by the system.	Y	
GL	15	Provides on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provide direct access to help web site to log support requests, participate in user group discussions, and download updates via secure connection.	Y	
GL	16	There is a field for a user-defined journal entry number (other than the transaction number automatically generated by the system).	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GL 17	Prevents journal entries from posting to months, fiscal years, or accounting periods, which have already been closed for accepting business transactions.	Y	
GL 18	Authorized users are able to close and re-open accounting periods as necessary.	Y	
GL 19	Maintain detailed transaction descriptions in the general ledger for both system and manually generated journal entries.	Y	
GL 20	Prevents posting of transactions to invalid general ledger account numbers.	Y	
GL 21	The system has the ability to automatically balance all journal entries when posting a transaction to one fund which will affect other funds (due to/from other funds).	Y	
GL 22	The system provides for error identification and correction before actual posting occurs, including the rejection of out-of-balance batches and invalid account numbers.	Y	
GL 23	The system has the ability to set up predefined sets of accounts and corresponding descriptions for repetitious journal entries. Provides ability to distribute the amount of the journal entry on a predefined percentage basis or by stated amounts entered by the operator.	Y	
GL 24	Provides for automated year-end closing. This process includes the automated closing of revenue and expenditure accounts to the individual fund equity account, and posting of asset, liability and equity balances to subsequent year's general ledger. In addition, the system must allow the user the ability to post audit-adjusting entries to prior year's data after the initial year-end close has been processed. The system must automatically post all adjusted balance sheet amounts to the current year's general ledger, and reflect prior year audit adjusting entries in individual account historical data.	Y	
GL 25	The system provides on-line account number look-up at any prompt for a general ledger account number. Filtering options should be available on the look-up to allow the user to quickly find the desired account.	Y	
GL 26	General Ledger Data Display - Data on status and history of an account including general ledger number, account name, type account and account balance.	Y	
GL 27	Provides on-line account information including account number, account name, type of account (asset, revenue, expense, etc.), account balance, both the original and current amount budgeted, and the amount encumbered.	Y	
GL 28	The inquiry program provides an option to display detailed information on transactions posted during the fiscal year. The system should display the transaction date, transaction number, reference (check number, etc.), description, and amount of the transaction. If appropriate, the invoice number and purchase order number are displayed. The detail records support drill-down functionality on the transaction number, vendor number, etc..	Y	
GL 29	The monthly activity, budget information, and transaction detail information described above are available for on-line inquiry for the current fiscal year as well as for an unlimited number of previous years.	Y	
GL 30	Ability to inquire on transactions by journal entry number or transaction number, including transactions created internally in the system.	Y	
GL 31	Provides the ability to design and create reports in a user-friendly reporting tool. Data elements for purposes of creating reports should include, at a minimum, the following: current year-to-date actual, prior year-to-date actual (for up to three years), current year budget amounts, prior year budget, current month actual, prior year month actual, YTD budgeted amount remaining, and percentage comparison of YTD amount and total budget amount. These elements have the ability to be summarized by fund and in total.	Y	
GL 32	The system should print a revenue report by fund and account code showing budgeted revenues, revenues for the period, revenues YTD and budget variances with totals by summary account.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GL 33	The system prints an expenditure report by fund, department, and object, showing budget, expenditures for the period, expenditures YTD, prior YTD, percent of budget expensed, outstanding encumbrances and unobligated balance with totals by summary accounts.	Y	
GL 34	Ability to generate financial statements by individual funds or combination of funds (including the ability to modify groupings).	Y	
GL 35	Ability to combine funds into an unlimited number of user-defined groups for sub-totaling and filtering purposes.	Y	
GL 36	Ability to run all applicable reports for the current fiscal year's data or from data from any previous fiscal year.	Y	
	The following financial reports are included:		
GL 37	Chart of Accounts	Y	
GL 38	Statement of Revenues and Expenditures (as well as budgeted amounts vs. actual)	Y	
GL 39	Trial Balance	Y	
GL 40	Balance Sheet	Y	
GL 41	Budget Worksheet	Y	
GL 42	Budget Presentation	T	
GL 43	General Ledger Detail Report: Report parameters include the ability to choose fund or any other account section, range of dates, and range of accounts. There should also be an option to include unposted journal entries. For each account selected, the report will print the account number and name, beginning balance, debits and credits for the periods selected, and ending balance.	Y	
GL 44	Budget Analysis: Report parameters includes the ability to choose the fund(s), budget code, accounting period(s), starting and ending general ledger account. For each account selected, the report will print the account name and number, and beginning balance, and current balance.		
	The General Ledger system interfaces with the following modules:		
GL 45	Budget Development & Management	Y	
GL 46	Utility Billing	Y	
GL 47	Payroll	Y	
GL 48	Accounts Payable	Y	
GL 49	Central Cash Collection	Y	
GL 50	Cash/Bank Reconciliation	Y	
GL 51	Fixed Assets	Y	

Finance Department - Attachment A
Technical Specifications - Budget Development & Management

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
BD	1	The Budget Development & Management system utilizes a Graphical User Interface.	Y	
BD	2	The system includes a user defined budget worksheet and budget proposal report as specified by the City. A report generator is available that provides the capability for the user to create additional user defined budget reports.	Y	
BD	3	Budget worksheets and proposals are capable of including account number, account name, one or more previous year's budget amounts, one or more previous year's actual amounts, current year's actual YTD, estimated final annual amount, and current fiscal year budget in addition to the proposed budget.	Y	
BD	4	The system allows automatic installation of the adopted budget.	Y	
BD	5	The system allows the user to create projected budgets for an unlimited number of years into the future.	Y	
BD	6	System has roll-up/roll-down capabilities for all line items.	Y	
BD	7	The system provides the ability to include free form text notes at the line item, department, and fund level. These notes can be printed with budget work sheets and budget proposals at the user's discretion.	Y	
BD	8	The system has seamless export and import capabilities to and from Microsoft Excel.	Y	
BD	9	During budget development, all expenditure and revenue line items currently in use by the financial system are accessible by the budget subsystem.	Y	
BD	10	The system accommodates an unlimited number of versions, per year, of the budget and multiple changes per cost center.	Y	
BD	11	Subsequent to the final approved budget being established in the system, all versions used during budget formulation are available for on-line inquiry and report printing.	Y	
BD	12	All changes to the final approved budget are input as amendments and maintained in a budget adjustment file. Any files in other subsystems or the primary financial system using budget data, will reflect these changes.	Y	
BD	13	End user reporting tools are available to create queries and/or reports, using data from any of the fields within the Budget system. The interface is ODBC compliant and has the capability of transfering data to third party applications Microsoft Excel, Access, etc.	Y	

Finance Department - Attachment A
Technical Specifications - Utility Billing

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
UB	1	The Utility Billing System utilizes a Graphical User Interface.	Y	
UB	2	Supports at least four billing cycles per month, as well as individual account billing.	Y	
UB	3	Supports an unlimited number of books/routes per billing cycle.	Y	
UB	4	Supports an unlimited number of utility accounts per book/route.	Y	
UB	5	During account setup, notifies operator of customer with the same name, driver's license number, social security number, etc. as current account.	Y	
UB	6	Allows for user-defined fields with parameters defined by the user.	Y	
UB	7	Ability to bill at least four services (water, wastewater, stormwater, trash) plus all credits and adjustments to individual services.	Y	
UB	8	Ability to turn off and on individual services (water, wastewater, stormwater, trash) resulting in automatic, user defined, prorating of services. Ability to automatically turn services off and on at specified dates.	Y	
UB	9	Provides for displaying and printing customer account history (financial and consumption) upon request.	Y	
UB	10	Accepts full, partial and pre-payments. Distributes partial payments received based on a user-defined formula and is able to accommodate different distribution rules for current and past due balances.	Y	
UB	11	Provides ability to include usage information for the prior year on current bills.	Y	
UB	12	Provides ability for unlimited text or notes for a customer's accounts. Provides ability to assign alert flags to accounts with notes.	Y	
UB	13	The system utilize "wizards" to expedite processes. Such as account setup, final bills, meter change-outs, etc.	Y	
UB	14	Ability to have an unlimited amount of rate codes per service, per account.	Y	
UB	15	Provides security down to the field level. This access allows each user group to be granted full access, read-only access, or no-access on field basis.	N	
UB	16	End user reporting tools are available to create queries and/or reports, using data from any of the fields within the Utility Billing system.	Y	
UB	17	Provides the ability to track information through system by contact and property. Provides ability to see all accounts (current and prior) at a given property as well as owner and tenant. Conversely, be able to view multiple accounts associated with a single contact.	Y	
UB	18	System provides an audit trail for changes to the account. Audit trail includes: user name, date, time stamp, what used to be in the field, and what currently is in the field.	Y	
UB	19	Ability during data entry, inquiry, or maintenance of any data/files, to access any related files for inquiry.	Y	
		Provides the ability to look up the account based on any of the following criteria:		
UB	20	All or a portion of the customer's last name.	Y	
UB	21	All or a portion of the service address.	Y	
UB	22	Driver's license number.	N	
UB	23	Owner name.	Y	
UB	24	Social Security number.	Y	
UB	25	Meter number.	Y	
UB	25	Meter route.	Y	
UB	26	Meter sequence.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
UB 27	Serial number.	Y	
UB 28	Tyoe of Service (water, wastewater, storm water, trash)	Y	
UB 29	Inquirie are able to search all account statuses (i.e. Active, Final, Suspended, etc).	Y	
UB 30	The system supports unlimited transaction and consumption history. History purging for transaction history and consumption history is controlled by the user.	Y	
UB 31	Display transactions and balances by service (water, wastewater, stormwater, trash)	Y	
UB 32	Display consumption history for an unlimited number of years.	Y	
UB 33	Provides internet billing delivery (automatic email generation) and payments (online check, ACH debit, credit card, etc.).	Y	
UB 34	Provides in-office ability to accept debit and credit card payments.	Y	
UB 35	Ability to provide user-specified and maintained rate tables.	Y	
UB 36	Ability to post payments directly to customer account and laser print receipt.	Y	
UB 37	Ability to bill multiple services (water, wastewater, stormwater, trash) per service address, with an unlimited number of categories for each service and an unlimited number of rates, fees, credits, and adjustments.	Y	
UB 38	Ability to tier utility rates.	Y	
UB 39	Provide ability to base charges for non-metered services such as sewer on customer's water consumption. The system provides the ability to base sewer charges that are dependent on water consumption or user defined winter averages. Minimum and maximum limits can be based upon system averages.	Y	
UB 40	Provides ability to base charges for non-metered services such as sewer on customer's average water usage during a predetermined number of months.	Y	
UB 41	Ability to vary rate structure to accommodate an unlimited number of rate tables for each service.	Y	
UB 42	Provides for flat rate billings or one-time special charges.	Y	
UB 43	Interfaces with General Ledger, Accounts Payable, and Central Cash Collection.	Y	
UB 44	The Utility Billing system fully integrates with the General Ledger for posting billings, adjustments, and collections.	Y	
UB 45	The Utility Billiing system fully integrates with the Accounts Payable module for processing of refund checks to customers.	Y	
UB 46	The Utility Billing system fully integrates with Centralized Cash Collections module for posting payments, deposits. Should provide immediate updates to the utility billing system of payments pending until posted at end of day.	Y	
UB 47	Ability to have an unlimited number of attachments to each account.	Y	
UB 48	Provides for billing for demand meters on any service. The charge for this service can be calculated from a rate table using the demand reading.	Y	
UB 49	Prints user-defined messages on bills.	Y	
UB 50	Prints bar codes on bills representing the customer’s utility account numbers. Ability to read bar codes with bar code scanners upon receipt of payment from customer.	Y	
UB 51	Provides for address certification to maximize postage discount.	Y	
UB 52	Ability to automatically add late penalties or interest charges to delinquent accounts according to a rate structure determined by the user.	Y	
UB 53	Automatically generates a shut-off list after printing a preview report, which can be reviewed for possible revisions.	Y	
UB 54	Ability to automatically generate delinquent and shut-off notices.	Y	
UB 55	Ability to age accounts in 30, 60, 90, and 120-day increments (current, historical, and by service type)	Y	
UB 56	Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance.	Y	
UB 57	Provides ability to post payments and adjustments to bad debt accounts.	Y	
UB 58	Provides ability to automatically reinstate a bad debt account to the active data files.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
UB 59	Service order system provides automated updates to the utility system upon completion of applicable service orders. Examples are turn-ons, turn-offs, re-reads, meter change outs, transfers, etc.	Y	
UB 60	A history and status of all service orders related to a service address are displayed in the inquiry window at the service address. Service orders provide drill-down functionality for details of actual service orders.	Y	
UB 61	The system stores the date and time of readings when captured through an automated, third-party meter reading system.	Y	
UB 62	Ability to handle multiple meter changes for a single metered service within a single billing period.	Y	
UB 63	When a customer transfers to a new service address, the system has the ability to automate the transfer of the customer's balance, deposits and any other occupant related information to the new account.	Y	
UB 64	The system prorates bills for new accounts and final accounts based on user-defined formulas.	Y	
UB 65	Supports calculation of consumption using current and previous meter readings multiplied by user-defined multipliers.	Y	
UB 66	If a meter change occurs during the billing period, the system has the ability to support different consumption multipliers on each meter	Y	
UB 67	Calculates final bills during any cycle, based on the internal system issuance of a turn-off service order, or closing of a customer account.	Y	
UB 68	Ability to prorate final bills based upon user-defined criteria.	Y	
UB 69	Ability to change a meter reading sequence without changing the customer account number.	Y	
UB 70	Handles data transfer from multiple Automated Meter Reading systems.	Y	
UB 71	Ability to utilize user-defined criteria to determine high and low usage and automatically generate letters to customers notifying them of their abnormal usage, after user review.	Y	
UB 72	Provides consumption reports prior to generating bills.	Y	
UB 73	Prorates service fees for partial month billing on initiation and termination of accounts. Prorates occur only upon user-defined services set for prorating.	Y	
UB 74	Ability to bill by cycle and produce corresponding billing registers and journal entries.	Y	
UB 75	Ability to bill both occupant and owner when account is past due or if requested by landlord.	Y	
UB 76	Ability to move account balances between owner account and tenant account.	Y	
UB 77	Ability to move account balnces between Landlord & Tenant account	Y	
UB 78	Ability to print edit report for all bank draft accounts, make necessary changes. Posting program posts all bank drafts as a single process.	Y	
UB 79	Allows for the cashier to modify the distribution of collections to various services.	Y	
UB 80	Provides interface to cash collection system supporting real-time, on-line cash receipts entry, with entry validation and individual cashier totals.	Y	
UB 81	Automated Meter Reading: Provide for upload and download of data to hand-held meter reading system.	Y	
UB 82	Each report should include in the title the name of the report, date and time when printed, the date or dates covered by the data in the report, and page numbering.	Y	
UB 83	Ability to generates bills on a variety of forms, including on plain paper.	Y	
UB 84	Ability to view billing prior to printing and make adjustments.	Y	

Finance Department - Attachment A
Technical Specifications - Payroll

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 1	The Payroll System utilizes a Graphical User Interface.	Y	
PR 2	The system has the ability to process payroll for some employees on a bi-weekly basis and some employees on a monthly basis.	Y	
PR 3	The system provides for complete security and restrictions to access.	Y	
PR 4	Ability to define multiple earnings and deductions types and assign to General Ledger codes.	Y	
PR 5	Ability to support employees in multiple labor distributions. Support automatic distribution of pay and other benefits on a percentage basis and on the basis of hours worked at each job. Ability to override established defaults.	Y	
PR 6	Ability to produce an hourly or salaried payroll or a combination thereof.	Y	
PR 7	Ability to produce a supplemental payroll.	Y	
PR 8	Provide an unlimited number of hourly/salary rates and labor distributions for each employee.	Y	
PR 9	Must be able to enter hours worked, personal leave time, etc. along with General Ledger distribution with defaults for each.	Y	
PR 10	Provide the capability to edit and verify the labor distribution prior to the actual payroll check production.	Y	
PR 11	Ability to have recurring earnings and deduction types that process in selected payroll cycles.	Y	
PR 12	Ability to handle 941, W-2, and Colorado Unemployment reporting.	Y	
PR 13	Supports direct deposit capabilities. Prepares an ACH file for transmission to a central repository bank for input into the Federal Reserve System for deposit into individual employee accounts. Ability for each employee to designate at least four bank accounts for direct deposit. Ability to pre-note upon initial set up of new account.	Y	
PR 14	Provides audit trail of on-line file maintenance to critical fields with operator ID, date/time, and old/new data. Track rate changes, date of change, old and new rate, and reason for change.	Y	
PR 15	Prepare employee earnings\check stub (electronic NOD) for each employee showing all earnings, deductions, leaves, with current period and year-to-date totals and accrued leave balances. Ability to reproduce a earnings stub for prior period.	Y	
PR 16	Capability to account flexible spending accounts and health savings accounts.	Y	
PR 17	Maintains an unlimited amount of prior years' detail and totals.	Y	
PR 18	Capability of accounting for cell phone allowances, uniform allowances, car allowances, and tool allowances.	Y	
PR 19	Provides the ability to expense the payroll to multiple funds and internally keep all funds in balance.	Y	
PR 20	Creates both payroll and General Ledger distribution data from same input.	Y	
PR 21	Provides for the calculation of overtime pay with user-defined parameters.	Y	
PR 22	Ability to select tax treatment of earning categories for various tax calculations.	Y	
PR 23	Provides capability for time to be entered for an employee who works temporarily in a higher pay class or position.	Y	
PR 24	Ability to accurately track workers compensation codes for each employee, including tracking employees that change positions resulting in different codes for various ranges of dates during the year.	Y	
PR 25	Allows the preparation of paychecks at any time during the pay period for terminated employees, back pay, special allowances, and other reasons.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 26	Provides the capability to reconstruct a previously posted payroll register, along with related payroll check registers and deduction registers.	Y	
PR 27	Provides automated process of voiding payroll check(s) and re-issuing	Y	
PR 28	Ability to scan an unlimited number of attachments including timecards and leave slips directly through the system and attach those documents to the appropriate payroll record.	Y	
PR 29	The system allows time entry on an exception basis.	Y	
PR 30	The system is capable of facilitating time entry at any point or points during the pay period, including daily if desired.	Y	
PR 31	The system must have the ability to accommodate varied work periods used in determining hours worked in accordance with Federal Labor Standards Act (29 C.F.R. Part 553).	Y	
PR 32	The system permits the entry of information concerning multiple types of leave. Accrual of leave amounts is automatic and should not require input during the time entry process.	Y	
PR 33	During the time entry process, the system allows the user to override the default labor distribution to specify possible multiple accounts for distribution. Changes to the distribution will not affect the liabilities recorded to federal and regulatory authorities, unless specified by the user.	Y	
PR 34	Supports an unlimited number of deduction codes for items such as insurance, retirement, etc. These deductions can be set up as a flat amount or a percentage of gross or other user-defined pay field. Options are provided to designate the tax treatment of the deduction code (after federal and state tax, before federal and state, before FICA, etc.) in order to accommodate various retirement plans and Section 125 type deductions.	Y	
PR 35	Ability to assign an unlimited number of deduction codes to each employee.	Y	
PR 36	Ability to designate if a deduction code is global or employee-specific for purposes on ongoing maintenance of deduction codes.	Y	
PR 37	Provide the ability to assign accounts payable vendors to each deduction code with flexible parameters for definition of due dates.	Y	
PR 38	Provides the ability to distribute the City's share of benefits across multiple funds and departments in the same percentages that an employee's pay is distributed.	Y	
PR 39	Once a deduction code is set up, provides the ability to stop and start a deduction on an employee-by-employee basis. Year-to-date totals will be maintained.	Y	
PR 40	Ability to provide global control of what deductions are included in each payroll process.	Y	
PR 41	Ability to establish limits for deductions and employer taxes. Option to automatically re-establish the deduction. Limits include annual maximums and lifetime maximums.	Y	
PR 42	Ability to withhold garnishments.	Y	
PR 43	Ability to calculate deductions based on net pay.	Y	
PR 44	Ability to withhold IRS tax levies.	Y	
PR 45	Provides comprehensive reporting capabilities for deductions including user-defined parameters such as range of dates (including prior years data), sorting options (alpha, employee number, by department, social security number, etc.), and deduction code(s) (options for one, multiple, all).	Y	
PR 46	Ability to calculate, track, and report (on pay stubs) current period and year-to-date city paid benefits.	Y	
PR 47	Ability to generate deduction calculations automatically for first pay period of the month, second pay period of the month, third pay period of the month, all pay periods, and supplemental pay period.	Y	
PR 48	Ability to calculate and report taxable benefits (such as tax on life insurance benefit greater than $50,000).	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 49	Ability to accrue personal time and an unlimited number of other user-defined leave categories for each employee based on user-defined tables with leave category, length of service, and/or job classification.	y	
PR 50	The system has the ability to track any leave category on an annual or employee anniversary basis.	Y	
PR 51	On-screen leave inquiry displays balance carried forward from previous year, current year accrual, current year taken, current year adjustments, and total hours available for each leave category.	Y	
PR 52	Ability to print leave history in summary or detail format for one employee, all employees in a department, or for all employees.	Y	
PR 53	Ability to post adjustments, with concurrent authorization, to an employee's leave balances. A history of any adjustments posted is maintained for inquiry or reporting purposes.	Y	
PR 54	Ability to limit accrual of leave time to maximum allowed.	Y	
PR 55	Provides a report of the dollar amount of the City's liability for accrued benefits and compensated absences in compliance with GASB 34.	Y	
PR 56	Validates availability of leave at time of payroll input.	Y	
PR 57	Provides detailed history of all payroll checks. Ability to designate any range of dates (unlimited history) for prior year's history for inquiry purposes on screen including posting date, check date, check number, gross pay, deductions, taxes, reimbursements, and net pay. Ability to retrieve further detail in a report format.	Y	
PR 58	Prepares monthly, quarterly, and year-end reports as required for Workers Compensation, Internal Revenue Service, Retirement, etc.	Y	
PR 59	Prepares W2's as required including capability to prepare an electronic file for transmission of federal withholding and social security deductions. File format meets federal requirements.	Y	
PR 60	Ability to run W-2's for prior year after payrolls for current calendar year have been posted.	Y	
PR 61	Ability to produce quarterly reports at any time during the year for a previous year.	Y	
PR 62	Ability to produce electronic transmission file to meet state unemployment reporting requirements.	Y	
PR 63	Ability to make mass changes to pay rates, deduction codes, workers compensation rates, etc. Includes ability to make mass changes based on user-defined parameters such as department, employment status, etc.	Y	
PR 64	Capability to distribute earnings stub electronically by email.	Y	
PR 65	Capability to produce electronic transmission file of live checks issued for positive pay reporting to bank.	Y	
PR 66	Ability to have payroll calculator to run "what if" scenarios for various tax exemption assumptions.	Y	
	General Reports:		
PR 67	Payroll Check Register: Prints employee number, name, check date, check amount and check number and provide number of regular and manual checks printed with totals.	Y	
PR 68	Leave Liability: A report showing the dollar amount and the hours of the City's liability for all unused leave. Report will be by department/division. Totals by department/division and overall totals.	Y	
PR 69	Worker's Compensation Report: Provides ability to input the City's discount rate and experience factor for purposes of automatically calculating the Worker's Compensation premium for the period specified. Produces the necessary report for the City's Worker's Compensation carrier.	M	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PR 70	Deduction Report: The system has the capability to produce a report for each deduction. These reports list as a minimum, employee, social security number, department, amount of deduction, total amount, and total number of employees participating in the deduction. Provide options to sort by employee name, employee number, or department number. Provide option to print for one or more deduction codes in one report.	Y	
PR 71	Employee Profile Report: User defined parameters include sort sequence (number, department, alpha), department, and employee number if information on a single employee is requested. This report prints a summary of all information in an employee's information in the master file.	Y	
PR 72	941 Report: Option to print for any range of dates.	Y	
PR 73	Payroll History Report: User defined parameters include range of dates to include employee number(s). The report prints the following information from each pay period: check number, posting date, (the following in both hours and dollars) net pay, gross pay, overtime pay, vacation pay, sick pay, holiday pay, comp pay, any other leave pay. All deductions included, including employer contributions. Includes totals by calendar quarter.	Y	
PR 74	Retirement Plan Report: Prints necessary information for retirement systems in an electronic transmission format acceptable for uploading to those systems.	M	
PR 75	Leave Balance/Usage Report: Listing of accumulated leave and leave taken so that beginning balance, taken, and current balance are reported. Listing is for each employee in department/division sequence. Provides both summary and detail reports. Detail report should allow selection to print history of one or more leave categories and list leave time earned, taken and any adjustments for each leave category selected.	Y	
PR 76	Payroll Calculation Report: A report to be used to proof payroll data prior to printing payroll checks. The report will contain employee number, employee name, earnings in hours and amounts for each earnings type, leave time in hours and amounts for each leave type, benefits, deductions, and taxable wage totals. This report totals for all departments, provided department recap totals, and detailed journal of transactions to be posted to the Accounts Payable system. General Ledger totals are provided showing all debits and credits that will be posted to the General Ledger.	Y	
PR 77	Employee List: User defined parameters includes sort sequence (employee number, name, and choice to print specific or all departments.) Report includes employee number, name department number, annual wages, hourly rate/salary and status (active, terminated).	Y	
PR 78	User reporting tools are available to create queries and/or reports, using data from any of the fields within the Payroll system. The interface is ODBC compliant and have the capability to transfer data to third party applications.	Y	
	The Payroll system interfaces with the following modules:		
PR 79	General Ledger	Y	
PR 80	Accounts Payable	Y	
PR 81	Bank Reconciliation	Y	
PR 82	Budget Management	Y	

Finance Department - Attachment A
Technical Specifications - Accounts Payable

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
AP	1	The Accounts Payable system utilizes a Graphical User Interface.	Y	
AP	2	System can utilize a designated disbursement fund.	Y	
AP	3	System operates in a "pooled cash" environment.	Y	
AP	4	Ability to process credit memos on-line.	Y	
AP	5	Ability to store credit memos for each vendor.	Y	
	6	Ability to generate checks from multiple checking accounts.	Y	
AP	7	Ability to provide a comment field that can accommodate various comments, which can be printed on the check.	Y	
AP	8	At any time during data entry, inquiry, or maintenance, the system allows immediate access to vendor data and invoice history.	Y	
AP	9	Ability to automatically accept and create liabilities from Payroll and Utility Billing.	Y	
AP	10	Ability to set up pre-defined sets of accounts and corresponding descriptions for vendors with recurring type invoices that are always expensed to the same general ledger account numbers. Provides ability to distribute the invoice by percentage to the accounts or by amounts entered by the operator.	Y	
AP	11	The system internally generate all entries to keep all funds in balance if an item is expensed to multiple funds.	Y	
AP	12	Ability to pay an invoice out of current calendar year before printing 1099's from previous calendar year.	Y	
AP	13	The system must accommodate payment of all invoices from a single disbursement fund account and automatic generation of receivables and payables between various funds and the disbursement fund.	Y	
AP	14	Provide a function for automated process of voiding accounts payable checks. Provides option to automatically create reversing entries in the general ledger, and void the check in the check reconciliation system. When voiding a check, the system gives the user the option to leave the invoice open for payment, or void the invoice automatically.	Y	
AP	15	The system accepts future dated entries, which will not be processed until that date is reached. These entries are maintained in the unpaid file until processed.	Y	
AP	16	The system provides an option to print separate checks for a single vendor, when needed. The system default will be to pay all invoices from a vendor with one check.	Y	
AP	17	Vendor record contain fields for both ordering and is able to accommodate multiple remittance addresses.	Y	
AP	18	Remittance address is easily selected via a drop-down menu or other similar object during invoice entry.	Y	
		Vendor data file must include, but not necessarily be limited to, the following:		
AP	19	Vendor number	Y	
AP	20	Name	Y	
AP	21	Remittance address	Y	
AP	22	1099 Type Code	Y	
AP	23	Telephone number	Y	
AP	24	Fax number	Y	
AP	25	Contact person (unlimited number of contacts)	Y	
AP	26	E-mail addresses for all contacts	Y	
AP	27	Taxpayer ID numbers (federal, state, and local)	Y	
AP	28	Vendor Terms	Y	

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
AP	29	At least 10 user-defined fields	Y	
AP	30	Ability to automatically calculate and take vendor discounts based upon invoice number entered and vendor terms.	Y	
AP	31	Provides lookup capabilities by vendor number, vendor address, or vendor name. If a portion of the vendor name is entered, the system displays all vendors starting with the letters entered and provide scroll and point selection of the selected vendor.	Y	
AP	32	Able to select invoices for payment based upon manual selection or automatic selection using payment dates, vendors, bank accounts, funds, invoice batches, or invoice numbers.	Y	
AP	33	Ability to print an edit report of selected items with option to make desired changes prior to processing checks.	Y	
AP	34	The system is able to handle handwritten (manual) checks and bank drafts (EFT's).	Y	
AP	35	Allows an unlimited number of distributions for the invoice amount. Prior to processing, the user is be able to access the invoice to change the account distribution as needed.	Y	
AP	36	Ability to allow individual documents to be held back when generating a batch of recurring documents.	Y	
AP	37	Able to flag a fixed asset at the time invoices are entered and have the system create a fixed asset record in that module.	Y	
AP	38	Able to attach an unlimited number of electronic files to an invoice.	Y	
AP	39	Able to scan invoices and automatically attach those scans to the invoice record.	Y	
AP	40	Able to enter multiple invoices and multiple line items per invoice, split among an unlimited number of G/L accounts.	Y	
AP	41	Supports creation of a Positive Pay file to send to the bank for every batch of checks processed in the system.	Y	
AP	42	The system automatically checks for duplicate payments by comparing vendor/invoice combinations to those maintained in historical files.	Y	
		The system provides on-line detail for user-defined length of time. This detail includes:		
AP	43	Vendor number	Y	
AP	44	Vendor name	Y	
AP	45	Invoice number	Y	
AP	46	Description	Y	
AP	47	Due date	Y	
AP	48	Adjustments and purchase orders number	Y	
AP	49	Item date	Y	
AP	50	General ledger distribution	Y	
AP	51	Amount paid	Y	
AP	52	Discount taken	Y	
AP	53	Date paid	Y	
AP	54	Check number paid.	Y	
AP	55	An unlimited amount of history is available, with an option to purge all paid items prior to a user specified date.	Y	
AP	56	Users can lookup and display a listing of all checks issued to a vendor.	Y	
AP	57	All invoices, even when paid, are available for on-line review for a user-specified period of time	Y	
AP	58	System provides the option to look at unpaid items or all items.	Y	
AP	59	The system prints 1099's for selected vendors at the end of the calendar year. The user is able to print the contents of the 1099 field in report format, prior to the actual production of the 1099's.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
AP 60	The system produces all registers and audit reports necessary to provide a complete audit trail.	Y	
AP 61	Accounts payable check register includes vendor number, invoice number, vendor name, check date, amount for each invoice, check number, check amount.	Y	
AP 62	Provides the ability to print a check register for any range of dates, check numbers, vendors, vendors by date, or transaction number.	Y	
AP 63	Ability to print a detailed history for specified vendor by date, including detailed description of each charge.	Y	
AP 64	Accounts payable disbursement report includes user-defined parameters that include the ability to sort on all fields and print paid items within a range of payment dates. Sort sequence options include fund, department, and vendor. Choice to print general ledger distribution and fund totals.	Y	
AP 65	Generates outstanding invoice report by fund (can be generated currently and at any point in the past).	Y	
AP 66	Reports include a Warrant List containing with vendor, amount, description, account number, and invoice.	Y	
AP 67	Includes electronic document management and workflow interface.	Y	
	The Accounts Payable module interfaces with the following modules:		
AP 68	General Ledger	Y	
AP 69	Utility Billing	Y	
AP 70	Payroll	Y	
AP 71	Purchasing Workflow	Y	
AP 72	Cash/Bank Reconciliation	Y	
AP 73	Fixed Assets	Y	

Finance Department - Attachment A
Technical Specifications - Central Cash Collections

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CC	1	The Central Cash Collection system utilizes a Graphical User Interface.	Y	
CC	2	Accepts any type of cash receipt including utility payments, sales tax payments, building permits, licenses, fees, etc.	Y	
CC	3	Supports workstations with dedicated receipt/validation printers, automated cash drawers, and bar code scanners.	Y	
CC	4	The system provides the option to have more than one operator logged in to a workstation at the same time.	Y	
CC	5	Each operator can have multiple batches active in the system and the ability to update each separately.	Y	
CC	6	Cash receipts for integrated systems such as Utility Billing will post to subsidiary accounts in true real-time.	Y	
CC	7	Supports an unlimited number of predefined general ledger accounts that may be debited/credited for each transaction code using category and type codes.	Y	
CC	8	The system is capable of endorsing checks and validating receipts.	Y	
CC	9	Provides on-line account number validation for any integrated subsystems, such as the Utility Billing System.	Y	
CC	10	Partial payments of utility bills are distributed based on user-defined formulas within the Utility Billing System. The system provides the ability to override this distribution at the operator's request. Users have the ability to designate how overpayments are applied.	Y	
CC	11	Ability for cashier to collect payments for items that are not pre-billed in any system. These transactions only post to the respective general ledger accounts.	Y	
CC	12	A receipt operator with appropriate security rights can create, open, and close batches. The operator can also enter payments, void a receipt, and reprint a receipt.	Y	
CC	13	At the end of a cashier's scheduled work day, or at any time of drawer change, a close-out report can be printed to be balanced with the cash, checks, credit cards, money orders, etc.. in the operator's drawer.	Y	
CC	14	The system never allows receipts to be deleted - they can only be voided.	Y	
CC	15	System provides a complete audit trail that shows the user name, date, time, and a description of any change. This audit trail is not editable by any user.	Y	
CC	16	Provides the ability, at any time during the day, to display a summary of all receipts processed at a cash collection workstation. Information displayed includes the operator's name (or code) and total receipts for each type of transaction (utility payments, building permits, etc.) and by type (cash, check, credit card, etc.). The grand total of all receipts at the workstation can be displayed as well as the total number of receipts voided.	Y	
CC	17	Supports the processing of payments for multiple utility accounts from one customer as a single transaction and prints a single receipt.	Y	
CC	18	Supports the processing of a single payment for different types of transactions from one customer as a single transaction and prints a single receipt or multiple receipts based on the types of transactions.	Y	
CC	19	Automatically prompts the operator to have the receipt printer endorse checks.	Y	
CC	20	Includes a process for entering mail-in payments so that receipts are not required to be printed. Supports bar code scanning.	Y	
CC	21	Ability to initiate automatic payments from customer bank accounts.		
		The Central Cash Management module interfaces with the following modules:		

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CC 22	General Ledger	Y	
CC 23	Utility Billing	Y	
CC 24	Bank Reconciliation	Y	

Finance Department - Attachment A
Technical Specifications - Bank Reconciliation

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
BR	1	The Bank Reconciliation System utilizes a Graphical User Interface.	Y	
BR	2	The Bank Reconciliation system is comprised of an interactive set of programs/modules that allow the user to reconcile monthly bank statements to General Ledger cash accounts.	Y	
BR	3	Allows the user to identify items to clear during the current month's reconciliation in a batch, full screen, or individual item mode.	Y	
BR	4	The system can process an unlimited number of cash accounts per fund.	Y	
BR	5	Accounts Payable, Cash Receipts, Utility Billing and Payroll integrate with cash account transactions and automatically post to the Bank Reconciliation system.	Y	
BR	6	Ability to automatically upload an electronic file of cleared items from the bank to the check reconciliation system.	Y	
BR	7	The system produces monthly reconciliation statements detailing the bank balance at last statement, cleared checks, cleared deposits, cleared interest, service charges, and miscellaneous items.	Y	
BR	8	A Reconciliation Statement Report shall produce a new bank balance with a detail of outstanding items to prove the General Ledger cash account balance. It can be run by account and as of a specific date.	Y	
		The Bank Reconciliation module interfaces with the following modules:		
BR	9	General Ledger	Y	
BR	10	Utility Billing	Y	
BR	11	Accounts Payable	Y	
BR	12	Payroll/Personnel	Y	
BR	13	Central Cash Collection	Y	

Finance Department - Attachment A
Technical Specifications - Fixed Assets

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
FA	1	The Fixed Assets module utilizes a Graphical User Interface.	Y	
FA	2	Menus have drill-down capabilities for detail.	Y	
FA	3	Integrated with Accounts Payable system to facilitate additions to the fixed assets inventory.	Y	
FA	4	Assets obtained from the Accounts Payable system automatically record the purchase amount, purchase date, description, vendor, invoice number, and purchase order number.	Y	
FA	5	Allows assignment of fixed assets to one or more funds.	Y	
FA	6	Allows user-define classes of fixed assets.	Y	
FA	7	Ability to attach an unlimited number of electronic files to an asset.	Y	
FA	8	Ability to scan invoices directly through the system and automatically attach those scans to the asset record.	Y	
FA	9	Acquisition method is tracked.	Y	
FA	10	Capability of bar coding assets for physical inventory.	Y	
FA	11	Generates depreciation amounts and post automatically to the General Ledger.	Y	
FA	12	Additions, deletions, and ending fiscal year balances are in compliance with GASB 34.	Y	
FA	13	The system has unlimited user-defined fields, with customizable labels.	Y	
FA	14	The Fixed Asset module interfaces with the General Ledger and Accounts Payable modules.	Y	
FA	15	Ability to track work in progress.	Y	
FA	16	Ability to combine multiple invoices or purchases into a single asset. Ability to segregate a single purchase into multiple assets.	Y	

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Finance Department - Attachment A
Technical Specifications - Sales Tax

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Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
		Taxpayer data file must include, but not necessarily be limited to, the following:		
ST	1	Taxpayer license account number (presently 5-digit numeric)	Y	
ST	2	Taxpayer Name/Corporate Name	Y	
ST	3	Trade Name (DBA)	Y	
ST	4	Physical Business Address	Y	
ST	5	Business Mailing Address (for tax notices)	Y	
ST	6	Business Phone Number, fax number, and email address	Y	
ST	7	Mailing Address Phone Number, fax number and email address	Y	
ST	8	Owner Name, Address and Phone number, fax number and email address	Y	
ST	9	Manager Name, Address and Phone number, fax number and email address	Y	
ST	10	Landlord Name, Address and Phone number, fax number and email address	Y	
ST	11	Tax Contact Name, Address and Phone number, fax number and email address	Y	
ST	12	City Area Code	Y	
ST	13	City Industry Code	Y	
ST	14	Taxpayer Federal Tax ID (FEIN)	Y	
ST	15	Taxpayer State of Colorado Sales Tax License Number	Y	
ST	16	Business Start Date	Y	
ST	17	Business End Date	Y	
ST	18	Taxpayer Filing Frequency	Y	
ST	19	User defined fields with user defined field lengths to track and record a business	Y	
ST	20	Ability to copy addresses from within a taxpayer record	Y	
ST	21	Ability to perform seaches on taxpayer data including wild-card searches	Y	
ST	22	Ability to flag a taxpayer as seasonal or special event vendor, select a user defined	Y	
ST	23	Ability to flag a taxpayer as "In-City" or "Out-of-City"	Y	
ST	24	Ability to "branch" multiple locations and record payments to a single taxpayer record	Y	
ST	25	Allow changes in filing frequency, recognize new status from the date of the change,	Y	
ST	26	Ability to track all changes to a vendor account including the date of the change, the	Y	
ST	27	Ability to record notes to a vendor account using unique note "types" and providing a	Y	
ST	28	Provide automatic system notes to taxpayer account for system generated notices	Y	
ST	29	Provide editable, user defined tables to set penalty and interest calculations, due	Y	
ST	30	Provide editable, user defined tables to list various layers of industry and area codes	Y	
ST	31	Provide auto-calculating data entry template for each tax return type, including	Y	
ST	32	Ability to calculate the amount of taxes, penalties and interest paid to the amounts	Y	
ST	33	Provide data entry template for miscellaneous posting of refunds, audits,	N	
ST	34	Ability to set audit flags and record audit dates on taxpayer record	Y	
ST	35	Ability to select or define how payments of A/R balance are applied and the hierarchy	Y	
ST	36	Ability to cancel or amend any tax return and retain history of both transactions	Y	
ST	37	Ability to provide taxpayers secure on-line access to view their transaction history, edit	Y	
ST	38	Ability to view or drill-down to user defined screens or tabs of taxpayer data, payment	Y	
ST	39	Ability to merge taxpayer data and history into a new record or another existing record	N	
ST	40	Ability to select whether or not a change to a taxpayer's area code or industry code	N	
ST	41	Ability to record revenue received and A/R balances by tax type and transaction type	Y	
ST	42	Ability to record revenue received by user defined G/L account numbers and	Y	
ST	43	Ability to make manual adjustments to vendor accounts, including penalty and interest	Y	
ST	44	Ability to process refunds thorugh an interface with Accounts Payable	Y	
ST	45	Provide reporting for revenue collections in summary and detail, by user defined	Y	
ST	46	Provide reporting for revenue collections in summary and detail, by user defined	Y	
ST	47	Provide a top filer report based on a selected tax type for a user-defined number of	Y	
ST	48	Provide reporting for a single taxpayer by month for up to 7-years of history based on	Y	
ST	49	Provide reporting of tax return data, in summary and detail, by tax return type, by line	Y	
ST	50	Provide batch reporting in detail including taxpayer account number, date paid, filing	Y	
ST	51	Provide system letters and notices of underpayments or overpayments upon	Y	
ST	52	Provide A/R aging report in summary and detail	Y	
ST	53	Ability to export taxpayer data to Excel or Access	Y	

		The Sales Tax module interfaces with the following modules:		
ST	54	General Ledger	Y	
ST	55	Central Cash Collection	Y	
ST	56	Licensing	Y	
ST	57	Accounts Payable	Y	

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
LC	1	Ability to manually input, approve, issue and manage Sales/Use Tax	Y	
LC	2	Ability to receive electronic license application and payment of fees	Y	
LC	3	Ability to electronically route, track and approve applications	Y	
LC	4	Allows for electronic correspondence with the applicant regarding the	Y	
LC	5	Ability to define, add, change and delete license types as required	Y	
LC	6	Ability to define, add, change and delete industry classification codes	Y	
LC	7	Ability to define, add, change and delete City area code classifications	Y	
LC	8	Ability to perform GIS lookup of address to ensure accuracy (Location	Y	
LC	9	Ability to have a different mailing address (for license notices)	Y	
LC	10	Ability to define license start date, license fee due dates, license	Y	
LC	11	Ability to prorate license fees by license type based on user defined date	Y	
LC	12	Automatically provide next available license number for new accounts	Y	
LC	13	Ability to process refund of license fees through an interface with	Y	
LC	14	Ability to provide user defined license "status" codes	Y	
LC	15	**Allows for the tracking or searching of license data by:**		
LC	16	Business Name	Y	
LC	17	Trade Name (DBA)	Y	
LC	18	Owner Name	Y	
LC	19	Physical Address (street number, street name, city, or any	Y	
LC	20	License Mailing Address (street number, street name, city, or any	Y	
LC	21	FEIN or State Tax ID	Y	
LC	22	Business industry type code	Y	
LC	23	Business area type code	Y	
LC	24	Business description (or any part of a word)	Y	
LC	25	Phone Number	Y	
LC	26	License number	Y	
LC	27	Ability to track license status	Y	
LC	28	Ability to view audit log for all activity to a license account	Y	
LC	29	Ability to create user notes for a license account	Y	
LC	30	Provide cash management for license fee payments	Y	
LC	31	Ability to print licenses on pre-printed forms	Y	
LC	32	Ability to batch print licenses based on user defined criteria (i.e. date	Y	
LC	33	Ability to print a single license on a terminal printer on user demand	Y	
LC	34	Ability to print mailing labels for a batch of licenses, individually or by user defined cri	Y	
LC	35	Ability to email a license to an applicant (by batch or individually)	Y	
LC	36	Provide for signature image and watermark on licenses	Y	
LC	37	Allow attachment of documents and images to license account	Y	
LC	38	Ability to print renewal notices that utilize data pulled from the licensing	Y	
LC	39	Ability to email license renewal notices with attachments	Y	
LC	40	Provide user friendly query and reporting utilizing user defined search	Y	
LC	41	Ability to mass terminate unrenewed licenses by user defined criteria	Y	
LC	42	Ability to mass export each field contained in the license data to MS	Y	
		The Licensing module interfaces with the following modules:		
LC	43	General Ledger	Y	
LC	44	Central Cash Collection	Y	
LC	45	Sales Tax Administration	Y	
LC	46	Accounts Payable	Y	

5.3 Attachment B

Please reference Tyler's response to the Technical Specifications on the following pages.

Human Resources Department - Attachment B
Technical Specifications - System-Wide

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW	1	System is a true 32-bit or 64-bit Windows Graphical User Interface application.	Y	
SW	2	Ability to utilize an application server for (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.	Y	
SW	3	System allows a single user to be in multiple modules at the same time, without running multiple sessions of the application.	Y	
SW	4	System must allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the other modules.	Y	
SW	5	System uses Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.	Y	
SW	6	The user interface provides “drill-down” features.	Y	
SW	7	The drill-down features can be used without keyboard intervention.	Y	
SW	8	All fields allow users to type information directly into the field. Look-up screens are optional.	Y	
SW	9	Combo boxes or lookup screens are accessible by both a mouse click and a keyboard shortcut.	Y	
SW	10	All screens can be navigated and completed with or without the use of a mouse.	Y	
SW	11	Data entry order can be modified on all screens, and each user can have their own data entry order.	N	
SW	12	Data used to create graphical data analysis can be easily exported in an Excel format.	Y	
SW	13	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.	Y	
SW	14	The product is capable of running in a Windows network environment. Describe any other operating environments your proposed software will work with. In the event your software does not run on Microsoft products explain what operating systems it does run on.	Y	
SW	15	System security allows lock-out of specific modules (no access).	Y	
SW	16	System security allows read-only access to specific modules.	Y	
SW	17	System security allows lock-out of specific menu items (no access).	Y	
SW	18	System security allows read-only access to specific menu items.	Y	
SW	19	System security allows lock-out of specific field-level items (can remove them from the screen).	Y	
SW	20	System security allows read-only access to specific field-level items (view-only on screen).	Y	
SW	21	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.	Y	
SW	22	All reports can be previewed on the screen prior to being sent to a printer.	Y	
SW	23	Print Preview: Page up and page down through a report.	Y	
SW	24	Print Preview: Go to bottom and go to top of report buttons.	Y	
SW	25	Print Preview: Provide the ability to archive a report via PDF instead of printing.	Y	
SW	26	Print Preview: Ability to print a single page or range of pages.	Y	
SW	27	At each workstation, reports can be sent to any printer available either locally or on the network.	Y	
SW	28	All standard reports are modifiable by the user.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW 29	All reports include the name and title of the report, date, and time the report was produced and the date(s) the report covers.	Y	
SW 30	System has built-in report-writing tools that allows an employee with no knowledge of report-writing programs to build their own reports.	Y	
SW 31	Built-in report-writing tools allow the user to export reports to XML datasets.	Y	
SW 32	All reports can be exported to an electronic file.	Y	
SW 33	The system supports multiple concurrent users in separate modules.	Y	
SW 34	The system supports multiple concurrent users in each individual module.	Y	
SW 35	Within all modules, provide for an on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provides direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.	Y	
SW 36	End user reporting tools are available within all modules to create queries and/or reports, using data from any of the fields within the systems. The interface is ODBC compliant and has the capability to transfer data to third party applications, such as Microsoft Excel, Access, etc.	Y	
SW 37	System allows for mail-merge options.	Y	
SW 38	Ability and experience in interfacing HRIS product with a Progress database.	Y	
SW 39	Ability and experience in interfacing HRIS product with a SQL database.	Y	
SW 40	System has built-in audit programs and procedures.	Y	
SW 41	System allows for and tracks multiple hire and re-hire dates	Y	
SW 42	System allows for and tracks multiple termination dates	Y	
SW 43	System allows for and tracks multiple benefit dates.	Y	
SW 44	Ability to attach documents in Word, Excel, PDF, etc.	Y	
SW 45	System has the ability to track miscellaneous information and data as defined by user (i.e., Outside employment agreements, separation agreements, wellness events, etc.)	Y	
SW 46	Life-to-date history on all employee fields.	Y	
SW 47	Audit trails for all additions, updates, deletions, changes.	Y	
SW 48	Narrative history information.	Y	
SW 49	System supports electronic signatures.	Y	

Human Resources Department - Attachment B
Technical Specifications - Organizational Structure

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
OS	1	Provides ability to export data to an organizational charting application	Y	
OS	2	Structures the organizational chart based on the reporting relationships defined for each employee.	Y	
OS	3	Provides an on-line organizational chart	Y	
OS	4	Establishes new organizational entities (i.e., cost centers) without vendor professional services.	Y	
OS	5	Adds/changes organizational entities and easily transfers employees within and/or across entities or cost centers.	Y	
OS	6	Provides the ability to establish exports to create organizational charts for: Departments, locations, supervisor, and pay groups, etc.	Y	
OS	7	Tracks open positions in the organization chart.	M	
OS	8	Position control is maintained in the system and tracks:	Y	
OS	9	headcount and full time equivalents (FTE) associated with positions.	Y	
OS	10	multiple position assignments for an employee.	Y	
OS	11	calculates FTEs in multiple ways.	Y	
OS	12	by department, division, location, etc.	Y	
OS	13	Stores umlimited history of changes recorded to the position record.	Y	
OS	14	Records information for replacement planning, indicating possible new positions for employees.	Y	
OS	15	Ability to report FTE information including vacancies, and over staffing information.	Y	
OS	16	Provides on-line position incumbent data.	Y	
OS	17	Ability to create Pay Plan report through position control features.	Y	

Human Resources Department - Attachment B
Technical Specifications - Hiring & Terminating

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
HT	1	HR and manager new hire/rehire checklist ability, by position, with check-off ability as tasks are completed (i.e., offer letter has been sent and received, physical has been scheduled and completed, background check has been completed, orientation date has been set, etc).	Y	
HT	2	Provides ability to automatically notify other areas of organization of new hire (IT, payroll, direct supervisor, etc.).	Y	
HT	3	Provides ability to automatically notify new hire of activities they need to complete. Sends e-mail reminders at appropriate times.	Y	
HT	4	Supervisor and HR staff may assign and track city property by employee.	Y	
HT	5	Ability to enter new hire before start date (effective dating) and new person will not appear on organizational charts, receive benefits, or pay until the effective start date.	Y	
HT	6	Enables manager self-service request for termination.	M	
HT	7	Tracks termination by reason, date, rehire eligibility, COBRA, etc.	Y	
HT	8	Can the termination workflow be different based on the termination reason or other termination criteria?	Y	
HT	9	Maintains exit interview information.	Y	
HT	10	Can automatically cancel specified employee benefits upon termination based on specified dates.	Y	
HT	11	Ability to track Orientation process and information.	Y	
HT	12	Ability to track Termination process and completion of steps in the process.	Y	
HT	13	Maintains ethnic, visa, and I-9 related data	Y	
HT	14	Generates, identifies, and tracks employees by unique employee number and/or social security number.	Y	
HT	15	Maintains data for all job-related details (i.e., grade, exemption status, EEO code, salary, etc.)	Y	
HT	16	Routes job/salary changes electronically for approval based on user defined approvals.	Y	

Human Resources Department - Attachment B
Technical Specifications - Benefits

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
BE	1	Benefit data automatically populates in payroll.	Y	
BE	2	Ability to add notes.	Y	
BE	3	Provides total integration between benefits and payroll including other benefits vendors.	Y	
BE	4	Maintains calculations and limits in compliance with federal legislation.	Y	
BE	5	Assigns different benefit packages to different groups of employees based on eligibility rules.	Y	
BE	6	Establishes benefit/deduction plans with unlimited types of options.	Y	
BE	7	Updates benefit/deduction plans based on employee status changes.	Y	
BE	8	Tracks "waived" benefit/deduction plans.	Y	
BE	9	Provides for enrollment capability/data entry prior to effective date with an automatic start date.	Y	
BE	10	Allows for unique deducation specifications as determined by age, salary, etc.	Y	
BE	11	Automatically enrolls employees in required plans.	Y	
BE	12	Automatically cancels specified employee benefits upon termination or effective date.	Y	
BE	13	Tracks and maintains information for dependents and beneficiaries.	Y	
BE	14	Facilitates reporting to third-party vendors such as benefit providers (i.e., FSA, Group insurance, etc.) when enrolling or terminating employees.	Y	
BE	15	Provides one screen that shows employee data (benefits at-a-glance)without having to scroll through multiple screens.	Y	
BE	16	Defines and maintains unlimited benefit/deductions for the employee and employer.	Y	
BE	17	Includes automated schedules for benefits/deductions.	Y	
BE	18	Supports benefit/deduction goals and limits.	Y	
BE	19	Supports "catch-up" contributions on deferred compensation plans.	Y	
BE	20	Recovers benefit/deduction amounts that have been put into arrears.	Y	
BE	21	Supports multiple arrear types.	Y	
BE	22	Includes defined start and stop dates for benefit/deductions.	Y	
BE	23	Processes one-time benefit/deductions.	Y	
BE	24	Includes pre-tax and post-tax benefit/deductions in initial set-up options.	Y	
BE	25	Supports a designated default amount for each deduction code.	Y	
BE	26	Benefit premiums are back loaded into the system and easily selected as employees are enrolled into the system or utilize open enrollment options or self-service options.	Y	
BE	27	Ability to create Benefits Statements by employee.	Y	

Human Resources Department - Attachment B
Technical Specifications - Open Enrollment

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
OE 1	System provides next-year enrollment capability while in current year.	Y	
OE 2	System allows for employee self-service enrollment.	Y	
OE 3	Supports Open Enrollment through a self-service module.	Y	
OE 4	From a web-browser, HR staff can:	-	
OE 5	Describe benefit plans and include specific plan details.	Y	
OE 6	Include customized messages to employees on enrollment pages, (e.g. new benefit notifications, additional instructions, deadlines for completion, disclaimer for those employees who decline a benefit).	Y	
OE 7	Specify the display order in which each benefit plan is viewed by the employee.	Y	
OE 8	Identify required and optional activities that designate an active versus passive enrollment.	M	
OE 9	Limit the number of dependents relationships to the employee for each benefit plan offered (e.g., employee + children selection may not have spouse on plan).	Y	
OE 10	View the status of all enrollments.	Y	
OE 11	Drill down into benefit groups and plans to check specific enrollment information such as a list of employees whose enrollments are completed, in progress, or not yet started.	Y	
OE 12	Add or modify employee elections.	Y	
OE 13	Send due date reminders using an integrated e-mail feature.	Y	
OE 14	Use a "manage paperwork" feature to track requests for additional information or paperwork is needed.	M	
OE 15	Create Internet links to benefit plan provider web sites so employee can obtain additional details to help them make informed choices.	Y	
OE 16	Report and track benefits-related information and activities as they relate to new hires, benefits group changes, dependents, session setup, employee elections, and terminations.	Y	
OE 17	Supports default benefits which can be set up for new hires.	Y	
OE 18	Supports unique enrollment dates for each benefit plan.	Y	
OE 19	Provides ability to report life event (i.e., marriage, divorce) and allow "eligible" changes to benefit elections.	Y	
OE 20	Automatically prompts "eligible" changes to benefit elections when life event change is made.	Y	

Human Resources Department - Attachment B
Technical Specifications - Compliance & Reporting

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CR	1	Changes to compliance requirements are maintained and updated by HRIS vendor.	Y	
CR	2	All compliance reporting can be generated for current periods and historical periods.	Y	
CR	3	Standard compliance reports include:		
CR	4	EEO-1	N	
CR	5	EEO-4	Y	
CR	6	OSHA 300 and OSHA 301	Y	
	7	Non-Discrimination Testing	Y	
CR	8	Automatic notification of I-9 expiration /visa expiration.	M	
CR	9	COBRA qualifying events are automatically triggered based on employee transactions.	Y	
CR	10	COBRA letters can be generated from the system.	Y	
CR	11	Tracks any accommodations made to support the American with Disabilities Act.	Y	
CR	12	Provides military and veteran status for employees	Y	
CR	13	Includes affirmative action compliance features	Y	
CR	14	Provides HIPPA support.	N	
CR	15	Includes state-mandated "New Hire" reports (for child support payment tracking).	Y	
CR	16	Updates from HRIS vendor when federal/state/local regulations change for Public Sector organizations.	Y	
CR	17	Ability to report CENSUS data to appropriate vendors	Y	
CR	18	Ability to track Unemployment claims	Y	
CR	19	Stand HR metric and reporting features for the following data:		
CR	20	Turnover including by positon, department, location, time-in-position, etc	Y	
CR	21	FMLA cases and types within a specified time period	Y	
CR	22	System has the ability to create Personnel Action Reports and update automatically based on effective date.	Y	
CR	23	Ability to create ad-hoc reports quickly and easily.	Y	

Human Resources Department - Attachment B
Technical Specifications - Leave Administration

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
LA	1	Supports unlimited types of leave.	Y	
LA	2	Supports maximum duration of leave types and combined leaves (i.e., FMLA, Workers Comp, Vacation, Holiday, etc.).	Y	
LA	3	Tracks due dates of FMLA forms by employee.	Y	
LA	4	Tracks the approved date when the employee's leave of absence is expected to start and return to work.	Y	
LA	5	Tracks and reports cumulative FMLA time taken by employee.	Y	
LA	6	Maintains leave of absence history.	Y	
LA	7	Calculates the planned duration, based on expected end and expected start dates for FMLA leave.	Y	
LA	8	Supports workflow approval process for leave requests initiated by employee and supervisors.	Y	
LA	9	Displays warning message during pay processing if time entered exceeds the leave balance.	Y	
LA	10	Paid Leave Bank (PLB) plans can be configured for a lump sum accrual on an annual basis.	Y	
LA	11	PLB plans can be configured to accrue based on length of service and/or user defined rates.	Y	
LA	12	PLB plans can be configured to accrue based on user-defined frequencies:	Y	
LA	13	Per number of days.	Y	
LA	14	Per number of weeks.	Y	
LA	15	per number of months.	Y	
LA	16	Per number of years.	Y	
LA	17	Per fixed date.	Y	
LA	18	Per included hours.	Y	
LA	19	Per included earnings.	Y	
LA	20	Per Pay Period.	Y	
LA	21	Per customer defined rules.	M	
LA	22	PLB plans can be configured to adhere to user-defined carryover rules.	Y	
LA	23	System can configure leave accruals based on actual effective date even when inside a pay period time frame.	Y	
LA	24	System displays the maximum amount of leave allowed by employee.	Y	
LA	25	Leave types can be customized based on job description or job category.	Y	

Human Resources Department - Attachment B
Technical Specifications - Performance Appraisal

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PA	1	Tracks performance review satus and dates (i.e., complete, incomplete).	Y	
PA	2	Maintains performance feedback, ratings history, and associated increase.	Y	
PA	3	Enables reporting and analysis of performance ratings for various employee groups (i.e., by job, manager, supervisor, department, and location).	Y	
PA	4	Integrates with training and succession management applications and processes (i.e., learning plans and career plans).	M	
PA	5	Provides e-mail reminders and overdue notices throughout the process.	Y	
PA	6	Administrators can view the status of the review process at any time.	Y	
PA	7	Historical reviews can be accessed easily by managers or administrators.	Y	
PA	8	Review results are automatically updated in the HRIS system for processing pay increases and reporting.	Y	
PA	9	Ability to attach or pull information from job description.	Y	
PA	10	Abiilty to track performance appraisalscompleted and submitted on time by supervisor, department, and/or location.	Y	

Human Resources Department - Attachment B
Technical Specifications - Compensation

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CP	1	Compensation features are integrated with the HRIS and payroll functions.	Y	
CP	2	System creates and retains salary history.	Y	
CP	3	System tracks and can report on bonus pay.	Y	
CP	4	System tracks and can report on incentive pay.	Y	
CP	5	System manages separation pay and other discretionay pay.	Y	
CP	6	System allows for a pay change to be entered into the system and populated manually in all related fields.	Y	
CP	7	System provides the capability of mid-pay period salary change process.	Y	
CP	8	System allows managers to process approvals via workflow and automatcially implement increase on the effective date.	Y	
CP	9	System validates minimum and maximum salary/grade when pay is changed and provides warning messages as needed.	Y	
CP	10	Compensation modeling is available and easy to use.	Y	
CP	11	System has the ability to calculate and display reports compa-ratio and/or quartile information.	M	
CP	12	Ability to calculate retro pay based on an effective date.	Y	
CP	13	Ability to calculate two pay rates within one pay period based on actual dates.	Y	
CP	14	Ability to track bonus amounts.	Y	
CP	15	System maintains a title for each pay rate.	Y	
CP	16	System maintains a title for each job code.	Y	
CP	CP	System maintains position control features.	Y	
CP	CP	System allows for mutiple pay rates by employee.	Y	

Human Resources Department - Attachment B
Technical Specifications - Employee Relations

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
ER	1	Tracks disciplinary actions including a description of the incident.	Y	
ER	2	Managers and HR staff can record the type of action taken (i.e., written warning, suspension, termination).	Y	
ER	3	Records required follow-up steps and the time frame for completion.	Y	
ER	4	Schedules review of employee responses to actions.	Y	
ER	5	Grievances can be viewed in summary format.	Y	
ER	6	Managers can drill into specific grievances.	Y	
ER	7	Tracks the date and type of grievances (i.e., inequality, unfair pay, unfair working conditions).	Y	
ER	8	Tracks final outcome of the grievance and the date it was closed.	Y	
ER	9	Ability to enter notes or attach documents.	Y	
ER	10	Progressive disciplinary actions or Performance Improvement Plans can be tracked and reported.	Y	

Human Resources Department - Attachment B
Technical Specifications - Employee Development

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
ED	1	Tracks core competencies associated with next/future job.	Y	
ED	2	Flags employees that are recommended for a specific job.	Y	
ED	3	Tracks the date an employee will be ready for the next position.	Y	
ED	4	Managers can create a career plan based on license, skills, training and education.	Y	
ED	5	Tracks multiple language proficiency information including speaking, reading, and writing for each employee.	Y	
ED	6	Maintains multiple education information per employee such as schools attended, date of attendance, degrees, and course of study.	Y	
ED	7	System tracks the following data:	-	
ED	8	Skill codes.	Y	
ED	9	Skill descriptions.	Y	
ED	10	Experience levels.	Y	
ED	11	Proficiency levels.	Y	
ED	12	Last date skill was used.	Y	
ED	13	Tracks employee licenses and certifications and expiration dates.	Y	
ED	14	Tracks employee professional associations. Specify limits.	Y	
ED	15	Tracks attendance in training classes.	Y	
ED	16	Ability to provide training reports for individual employees.	Y	
ED	17	Tracks and reports tuition reimbursement information.	Y	

Human Resources Department - Attachment B
Technical Specifications - Safety

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
ST	1	Maintains safety logs at the employee level.	Y	
ST	2	Can view a summary page/window showing all incidents for an employee.	Y	
ST	3	Can view the detail of an individual employee incident including:	Y	
ST	4	Accident, injury, or exposure itself.	Y	
ST	5	Date and time of accident or injury.	Y	
ST	6	Date and time of initial and follow up visists to the doctor or other required appointments.	Y	
ST	7	Days away from work.	Y	
ST	8	Modified/light duty offer and letter.	Y	
ST	9	Days of restricted work/light duty.	Y	
ST	10	Complete incident description.	Y	
ST	11	Ability to add notes.	Y	
ST	12	Case number.	Y	
ST	13	Standard reports are available including:	Y	
ST	14	Incident information.	Y	
ST	15	Historical information.	Y	
ST	16	OSHA reports.	Y	
ST	17	All incident history is maintained.	Y	
ST	18	Maintains the following safety data by employee:	-	
ST	19	Commercial Drivers License and expiration date.	Y	
ST	20	State Drivers Licenes and expiraton date.	Y	
ST	21	Random Drug Testing data, information, and results.	Y	
ST	22	Drug & alcohol compliance tracking.	Y	

Human Resources Department - Attachment B
Technical Specifications - Volunteer Information

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
VI	1	Standard name, address, and phone number information.	Y	
VI	2	Background check completed along with results of background check.	Y	
VI	3	Department(s) or location(s) where volunteer will be working.	Y	
VI	4	Staff member supervising volunteer.	Y	
VI	5	Start date.	Y	
VI	6	Orientation date.	Y	
VI	7	End date.	Y	
VI	8	Ability to attach volunteer application or other related documents to individual's file.	Y	
VI	9	Ability to track number of hours of volunteer work by pay period, month, or other customer defined time frame.	Y	
VI	10	Ability to attach volunteer job descriptions to individual volunteer records.	Y	

Human Resources Department - Attachment B
Technical Specifications - Self-Service

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SF	1	From a web-browser, employees can:		
SF	2	View current benefits and related information	Y	
SF	3	Compare the cost of current benefits versus new benefit options	Y	
SF	4	Select benefit elections from a list of eligible benefits	Y	
SF	5	Keep existing benefit elections with no changes	Y	
SF	6	Modify existing benefit elections.	Y	
SF	7	Waive or decline benefit options.	Y	
SF	8	Review, add, modify and remove dependents and beneficiaries.	Y	
SF	9	Review benefit plans and summary description documents.	Y	
SF	10	Link benefit plan provider Web sites for additional information to help in making informed benefit and provider choices.	Y	
SF	11	Save "in progress" enrollments and then later return to modify choices, make additional elections and complete the enrollment process.	Y	
SF	12	Removing a dependent.	Y	
SF	13	Update of address.	Y	
SF	14	Change of marital status.	Y	
SF	15	View PLB leave balances.	Y	
SF	16	View accrual rate	M	
SF	17	View maximum allowed accrual rate.	M	
SF	18	From a web-browser, Supervisors can:		
SF	19	View and update worker's compensation incident reports.	M	
SF	20	View direct reports titles	M	
SF	21	View direct reports pay rates	M	
SF	22	View direct reports anniversary dates	M	
SF	23	View direct reports performance review dates	Y	
SF	24	View direct reports Personal Leave Bank (PLB) balances	Y	

5.4 Attachment C

Please reference Tyler's response to the Technical Specifications on the following pages.

Community Development - Attachment C
Technical Specifications - General

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW	1	System is a true 32-bit or 64-bit Microsoft Windows Graphical User Interface application.	Y	
SW	2	Ability to utilize an application server for (a) scheduling processes and reports, (b) running processes and reports in the background on the server, and (c) archiving reports.	Y	
SW	3	System allows a single user to be in multiple modules at the same time, without running multiple sessions of the application.	Y	
SW	4	System must allow multiple users to be in the same module at the same time, even if another user is updating customer records and/or posting data to the other modules.	Y	
SW	5	System uses Drop-Down Menu Lists or other look-up features to make sure the entry of data is consistent, and to provide validation during data entry.	Y	
SW	6	The user interface provides “drill-down” features.	Y	
SW	7	The drill-down features can be used without keyboard intervention.	Y	
SW	8	All fields allow users to type information directly into the field. Look-up screens are optional.	Y	
SW	9	Combo boxes or lookup screens are accessible by both a mouse click and a keyboard shortcut.	Y	
SW	10	All screens can be navigated and completed with or without the use of a mouse.	Y	
SW	11	Data entry order can be modified on all screens, and each user can have their own data entry order.		
SW	12	Data used to create graphical data analysis can be easily exported in an Excel format.	Y	
SW	13	The software is inherently (does not require a third-party interface) ODBC compliant providing the ability to access data with third party products such as Microsoft Excel, Microsoft Access, etc.	Y	
SW	14	The product is capable of running in a Windows network environment. Describe any other operating environments your proposed software will work with. In the event your software does not run on Microsoft products explain what operating systems it does run on.	Y	
SW	15	System security allows lock-out of specific modules (no access).	Y	
SW	16	System security allows read-only access to specific modules.	Y	
SW	17	System security allows lock-out of specific menu items (no access).	Y	
SW	18	System security allows read-only access to specific menu items.	Y	
SW	19	System security allows lock-out of specific field-level items (can remove them from the screen).	Y	
SW	20	System security allows read-only access to specific field-level items (view-only on screen).	Y	
SW	21	The system should provide a management tool for work flow, so that supervisors may be automatically notified when certain steps are completed in a process.	Y	
SW	22	All reports can be previewed on the screen prior to being sent to a printer.	Y	
SW	23	Print Preview: Page up and page down through a report.	Y	
SW	24	Print Preview: Go to bottom and go to top of report buttons.	Y	
SW	25	Print Preview: Provide the ability to archive a report via PDF instead of printing.	Y	
SW	26	Print Preview: Ability to print a single page or range of pages.	Y	
SW	27	At each workstation, reports can be sent to any printer available either locally or on the network.	Y	
SW	28	All standard reports are modifiable by the user.	Y	
SW	29	All reports include the name and title of the report, date, and time the report was produced and the date(s) the report covers.	Y	
SW	30	System has built-in report-writing tools that allows an employee with no knowledge of report-writing programs to build their own reports.	Y	
SW	31	Built-in report-writing tools allow the user to export reports to XML datasets.	Y	
SW	32	All reports can be exported to an electronic file.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
SW 33	The system supports multiple concurrent users in separate modules.	Y	
SW 34	The system supports multiple concurrent users in each individual module.	Y	
SW 35	Within all modules, provide for an on-line context sensitive documentation with table of contents, index, and key word search capabilities with bookmark and note capabilities. Provides direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.	Y	
SW 36	End user reporting tools are available within all modules to create queries and/or reports, using data from any of the fields within the systems. The interface is ODBC compliant and has the capability to transfer data to third party applications, such as Microsoft Excel, Access, etc.	Y	
SW 37	System allows for mail-merge options.	Y	
SW 38	Proposer must provide an enterprise solution for licensing, permitting,	Y	
SW 39	System supports Laserfiche integration.	Y	
SW 40	System has built-in audit programs and procedures.	Y	
SW 41	Supports Microsoft Active Directory Integration	Y	
SW 42	Has a web-based client	Y	
SW 43	Ability of server components to run in a VMWare environment	Y	
SW 44	Ability to attach documents in Word, Excel, PDF, etc.	Y	
SW 45	Audit trails for all additions, updates, deletions, changes.	Y	
SW 46	System supports electronic signatures.	Y	
SW 47	Ability to convert/migrate data from Accela Permits Plus	Y	
SW 48	Ability to search and report on all data elements. Vendor supplied data dictionary for ad hoc reporting.	Y	
SW 49	Ability for system to be configured by City Staff without vendor engagement	Y	
SW 50	Ability to run a separate instance for testing and training purposes	Y	
SW 51	Ability to integrate with Laserfiche for document management	Y	
SW 52	Ability to integrate with ESRI ArcGIS Online for parcel and address data	Y	

Community Development - Attachment C
Technical Specifications - Web Integration

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
WI	1	Allow public online access to information, application, complaint, permit, and plan submittal.	Y	
WI	2	Information posted real-time for public access	Y	
WI	3	View a map of selected parcel, or ability to search and find a parcel; view associated documentation (depending on security settings)	Y	
WI	4	Ability to calculate, estimate and/or pay fees online	Y	
WI	5	Ability for external users to upload plans, photos, information, etc.. Ability to review, update and/or modify submissions	Y	
WI	6	Ability to disseminate approved project data to the general public via a searchable list and/or map interface.	Y	
WI	7	The web portal should support private and secured access to allow building inspectors, code enforcement officers, and other staff members to retrieve and enter permit data, inspections, and code violations from the field.	Y	
WI	8	The web portal should support private and secured access (i.e. login required) to contractors, developers, architects, and other professional services that would allow them to view all permit applications they have submitted.	Y	
WI	9	Allow City staff to specify how public users schedule inspections online.	Y	
WI	10	Ability to display comments.	Y	
WI	11	The web portal needs to be ADA compliant.	C	
WI	12	Searches for permit/application information available by street address, owner information,	Y	
WI	13	Customer online access to view status of applications, permits, code violations, CRM cases.	Y	
WI	14	Real time accessibility to application data (i.e. inspection results available once posted).	Y	
WI	15	Ability to validate field values when submitting a page.	Y	
WI	16	Ability to set public users permissions when creating a record.	C	
WI	17	The ability to automatically send emails when inspection status is changed.	Y	
WI	18	Ability to control the display of fields on the online application-intake form.	Y	
WI	19	Ability to calculate certain field values and populate other fields based on the calculation.	Y	
WI	20	Ability to run web portal as a self service kiosk.	Y	
WI	21	Web pages and on-line forms can be edited locally by Ciy Staff, as needed.	Y	
WI	22	Web interface can process credit/debit card transactions and update the database as needed, for such processes as license verification, duplicate licenses, reactivations and disciplinary fines.	Y	
WI	23	Access by the public, through the web interface, can be limited to records or portion of records designated as "public".	Y	

Community Development - Attachment C
Technical Specifications - Plan Review

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
RE 1	Development Review and Tracking: Provide the necessary software tools and integrated databases for central coordination and tracking of general development review processes.	Y	
RE 2	Maintain historical data for multi phased projects by phase	Y	
RE 3	Generate referral agency notifications list and mailing labels based on geographic location.	Y	
RE 4	Ability to email referral requests (potentially automated)	Y	
RE 5	Provide for logging dates sent, reviewed, due, rejected or approved for multiple reviewers, as well as a remarks area for each reviewer	Y	
RE 6	The system has the ability to annotate, upload, store and convert plans electronically.	Y	
RE 7	The system will send email notifications to the applicant of status changes.	Y	
RE 8	The system will automatically determine which departments/agencies need to review the permit applications based on permit type and GIS proximity checks through the use of an automated workflow preferably via e-mail.	Y	
RE 9	The system will allow staff to add or remove departments/agencies from list of required reviews.	Y	
RE 10	The system will automatically electronically "route" the application information to the required reviewers.	Y	
RE 11	The system must support both serial and parallel plan review.	Y	
RE 12	The system prevents the approval of an application until City-defined review requirements are met.	Y	
RE 13	The system prevents the issuance of permits until all required plan review approvals are completed and fees paid.	Y	
RE 14	The system tracks and logs each time an application is submitted for plan review. That is, if an application is rejected, then later resubmitted for review, historical info of when it was last submitted and reasons for rejection is readily available.	Y	
RE 15	The system is able to produce a plan review/correction report that would document all the correction requirements for approval. This report could be generated for a single department/agency or as a consolidated report.	Y	
RE 16	Reviewers from each agency involved in plan review are able to view the status and comments related to plan review.	Y	
RE 17	The applicant is able to view online the status and comments of his/her application in the plan review process.	Y	
RE 18	The system supports code searches and the ability to copy excerpts of code information, design guidelines, and PUDs to be pasted in correction notices.	Y	
RE 19	The system is able to generate plan review checklists based on data in application form.	N	
RE 20	Ability to retrieve and display entire plan sets, individual drawings and/or selected portions of the drawing or image.	Y	
RE 21	Ability to transmit an electronic image of an annotated plan to the applicant.	Y	
RE 22	Allow manual workflow overrides by authorized City staff (add new steps, remove steps, reorder steps).	Y	
RE 23	Rules-based workflow with triggers (date threshold, event, variance, etc.), alerts, email alerts and actions (generate a letter, send an email, etc.).	Y	
RE 24	Must use automatic warnings to manage workflow activities such as holds on permits and other processes.	Y	
RE 25	Must use status of reviews to determine next step(s) in permit, plan review, inspection, etc. processes.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
RE 26	When all active parallel tasks are complete, the next task in a plan review workflow becomes active.	Y	
RE 27	The system shall provide consistent plan review functionality for all participating agencies; plan review processes may vary by agency.	Y	
RE 28	The system is able to track/log/summarize Town staff's time spent on projects related to plan review and inspection.	Y	
RE 29	Ability to generate public notices	Y	
RE 30	Ability to support electronic recording of plans with Boulder County	Y	
RE 31	Ability to create an automated form for public notices	Y	
RE 32	Ability to generate a checklist for procedures to properly post a public notice	Y	
RE 33	Ability o use map feature to determine zoning, subdivision, and whether there is a PUD	Y	
RE 34	Ability to attach, link, input or reference PUD data to a parcel in the system	Y	

Community Development - Attachment C
Technical Specifications - Permitting

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PE	1	Tracks Unique Contractor number	Y	
PE	2	Includes renewal process and fee calculations	Y	
PE	3	Comprehensive License History tracking by User, date, time stamp	Y	
PE	4	Track Registration, Insurance and Expiration information	Y	
PE	5	Customization of license labels as well as all drop downs fields	Y	
PE	6	Supports Unlimited Contractor License Types per Contractor with associated Expiration Cycles	Y	
PE	7	Comprehensive Activity Tracking (ie Permits, Plans, Code Cases, Inspections, etc)	Y	
PE	8	Create unlimited permit categories (Building, Fire, Planning, Code Enforcement, Public Works, Community Events, etc.).	Y	
PE	9	Create unlimited permit types (Building, Mechanical, Combination, Electrical, Grading, Plumbing, Sprinkler, Fire, Land Use, etc.) with te capability to have unique workflows for each.	Y	
PE	10	Unlimited user-defined permit conditions.	Y	
PE	11	Ability to add multiple standard conditions to a record in one submit process.	Y	
PE	12	The system needs to assist in tracking the physical location of applications and plans.	Y	
PE	13	The system will automatically calculate an issued permit's expiration date based on a user-defined formula. The expiration date would automatically be adjusted based on inspection requests and status updates.	Y	
PE	14	Trigger alert when permit is going to expire.	Y	
PE	15	The system will allow authorized user to update expiration date.	Y	
PE	16	The system is able to send out an automatic email to the applicant or permit owner advising that the application/permit will be expiring.	Y	
PE	17	The system will retain property owner and contractor changes for all open applications and permits (i.e. final inspection not completed).	Y	
PE	18	The system will allow staff to place a "hold" on an application or contractor. This would prevent permit(s) from being issued and inspections from being requested for the associated permit/applications and/or contractors/customers.	Y	
PE	19	The system will allow a temporary override on holds and will require staff to enter a reason for the override.	Y	
PE	20	The system should have an internal "professional services database" that would hold license #'s, expiration dates, and general contact information (ie. business name, address, phone number, insurance certificates, licenses, etc...).	Y	
PE	21	Automatically populate contact information for contractor, architect, etc. from master list.	Y	
PE	22	The system will generate an alert message when there are outstanding permit or re-inspectlon fees or code violations associated with an application, permit, or an applicant.	Y	
PE	23	System supports the ability to copy permit applications from existing applications or permits by allowing user to specify which fields should be copied.	Y	
PE	24	System supports the ability to create a temporary application template that could be used to create multiple permit applications (which could be used for subdivision projects).	Y	
PE	25	Initiate multiple permits simultaneously from a single parcel.	Y	

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
PE	26	Users and customers can initiate a permit application from parcel selection on a GIS map.	Y	
PE	27	Mobile staff can initiate a permit application from the field.	C	
PE	28	Mobile staff can initiate multiple permits from parcel selection on a GIS map.	Y	
PE	29	Ability to group permits under a single project.	Y	
PE	30	Track complex projects (e.g. multiple permits, multiple parcels, split parcels, roads, commercial and residential, multiple addresses, etc.).	Y	
PE	31	Ability to have the same license number assigned to multiple license types, such as electrical, mechanical, and plumbing licenses.	Y	
PE	32	Visibility across departments of where the permit is in the workflow routing, status, and who is working on each action.	Y	
PE	33	Must provide a function to allow staff to record communications between staff and the applicant specific to a project.	Y	
PE	34	Ability for City personnel to complete a single application for a range of addresses (i.e. plumbing permits for all units in a condominium building).	Y	
PE	35	Ability for authorized staff to reinstate expired permits and determine and bill any applicable reinstatement fees.	Y	
PE	36	Ability to attach documents to a specific permit	Y	
PE	37	Ability to send renewal notices to contractors (email and/or mail)	Y	
PE	38	Ability to define defferent numbering schemes for different types of permits	Y	

Community Development - Attachment C
Technical Specifications - Inspection

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
IN	1	The system shall support the entry of inspection requests, cancellations, scheduling, and rescheduling.	Y	
IN	2	The system shall assist in assigning inspection requests based on permit type.	Y	
IN	3	The system shall assist in creating a daily inspection schedule for each inspector.	Y	
IN	4	The system shall provide the ability to manually reassign inspection requests to another inspector.	Y	
IN	5	The system shall provide the ability to support remote access for inspectors from the field.	Y	
IN	6	The system should allow the inspector to enter his/her inspection results from field and email to contractors/customers.	Y	
IN	7	The system shall provide the ability to record violations from a list of standard violation codes.	Y	
IN	8	The system shall provide the ability to link images (including scanned images and photos) and files to an inspection record.	Y	
IN	9	The system shall automatically update the permit status to "completed" once final inspection is	Y	
IN	10	The system shall allow for final and expired to be unlocked and reset to active by inspection supervisor if a final inspection was completed in error. System would require a reason be recorded for auditing purposes.	Y	
IN	11	The system shall allow for unlimited comments on an inspection record.	Y	
IN	12	The system shall prevent the scheduling of inspections until inspection and/or re-inspection fees have been paid. System will have an override option to this rule.	Y	
IN	13	For commercial electrical and plumbing inspection requests, the system should only accept requests generated by the electrical/plumbing contractor.	Y	
IN	14	The system supports electronic requests for certificate of occupancy from contractor and/or property owner.	Y	
IN	15	The system should only allow the issuing of a certificate of occupancy when all inspections are finalized and all required agencies have signed off.	Y	
IN	16	Abilities to produce paper copies of inspection documents.	Y	
IN	17	Allow inspection results to initiate subsequent work flow processes.	Y	
IN	18	Ability to produce, display and print a list of inspections (past, current and scheduled) by permit number, address, applicant, contractor, or inspector.	Y	
IN	19	Mobile unit should support quick access to all contact details (owner, applicant, contractor, complaintant).	Y	
IN	20	Mobile unit should support quick access to permit info and other resources that would assist in completing field inspections.	Y	
IN	21	Inspection results from mobile units should update system in real-time.	Y	
IN	22	Mobile units need to support wireless and offline synchronization.	Y	
IN	23	The system should support automatic email notifications to contractors of inspection results and status.	Y	
IN	24	When requesting inspections, customers should have the ability to display available inspection times and select a preferred time.	Y	
IN	25	Customer must have the ability to track the status of individual inspections related to a permit, address and project.	Y	
IN	26	Customers must have the ability to request re-inspection following correction notice.	Y	

Item Number	Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
IN 27	Ability to add a billable check box that allows agency users to indicate whether time spent conducting an inspection can be billed.	Y	
IN 28	Ability to carry over any failed items to all inspections that are scheduled.	Y	
IN 29	Ability to determine if a requested inspection is valid based on permit status.	Y	
IN 30	Multiple user-definable task checklists (e.g. inspection punch list) by permit/inspection type.	Y	
IN 31	Ability to print correction notices in the field.	Y	
IN 32	Ability to generate reports (for time periods) that summarize project/permit/enforcement activities.	Y	
IN 33	Ability to generate reports for all addresses that have a specific type of inspection approved and sort by geographic area (subdivision, parcel, etc.)	Y	

Community Development - Attachment C
Technical Specifications - Code Enforcement

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CE	1	Code Enforcement: Allows for the monitoring of codes and management of violations associated with a parcel of land or project.	Y	
CE	2	Allow multiple violations to be added to a single case while tracking each resolution and status individually	Y	
CE	3	When a violation is added, the code text is automatically inserted into a comments field	Y	
CE	4	Ability to view the status of a complaint investigation.	Y	
CE	5	System has a complaint and violation manager.	Y	
CE	6	System supports user pre-defined code violation description library.	Y	
CE	7	System supports the ability to attach photos and correspondence (emails, scanned letters, etc...) to complaint/violation records.	Y	
CE	8	System maintains a call log of calls made to contacts regarding complaint/violation case.	Y	
CE	9	History of case is retained and available for printout.	Y	
CE	10	System supports email to contacts.	Y	
CE	11	System able to generate editable chronic violation and form letters using data from complaint/violation record.	Y	
CE	12	Code enforcement officer able to set due dates and schedule reminders of upcoming events and/or required actions (e.g. inspection Dates, Court Dates, Appeal Dates).	Y	
CE	13	System stores information regarding field inspections related to complaints/violations.	Y	
CE	14	System tracks and displays the number of days a violation is active.	Y	
CE	15	Code enforcement officer is able to "flag" parcel and/or property owner that would generate alerts in other modules of system (e.g, when property owner applies for a permit).	Y	
CE	16	Support unlimited number of complaint and/or violation types.	Y	
CE	17	Manage complaints, cases, history of violators, type of violation, related actions, remedies, etc. Track numbers for each.	Y	
CE	18	Does the proposed system have the ability to submit complaints online through the CRM module with the option of remaining anonymous.	Y	

Community Development - Attachment C
Technical Specifications - Citizen Response Management

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CR	1	Route inquiry/complaint information to the appropriate department	Y	
CR	2	Store contact information for site of inquiry or complaint and complainant	Y	
CR	3	Ability to provide the description of the inquiry/complaint with unlimited text	Y	
CR	4	Ability to provide the resolution of the inquiry/complaint with unlimited text	Y	
CR	5	Generate email with inquiry/complaint details	Y	
CR	6	Ability to create workflow rules based on follow up activities such as sending an email, mail a letter, create a case, etc	N	
CR	7	Citizen Response Management - Ability to link citizen inquiry/complaint with a permit, code compliance file, Planning Case, address, parcel, etc	Y	
CR	8	Ability to extract data on inquiries/complaints (such as number per person/parcel, etc)	Y	

Community Development - Attachment C
Technical Specifications - Contact Management

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
CM	1	Unlimited User-defined contact types	Y	
CM	2	Tracks company and contact info, address, email, phone, fax, etc	Y	
CM	3	Link contact information to associated projects and activities	Y	
CM	4	Ability to identify specific contacts related to a project, identify whether an email address is available, if available send an email with attachments, if not available print a document	Y	
CM	5	Ability to duplicate contact information from one contact type to another	N	
CM	6	Manage Contractor Licensing (fee collection, license expiration, insurance expiration, bond information, track multiple types of licenses, associate documents to contractors, associate authorized designees, generate emails or letters as appropriate in workflow)	Y	

Community Development - Attachment C
Technical Specifications - GIS

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GI	1	Support ESRI ArcGIS Online, Server and Desktop through version 10x	Y	
GI	2	Real-time link to GIS data	Y	
GI	3	Able to assign attributes to parcel numbers	Y	
GI	4	Create mail-merge notifications from GIS data	Y	
GI	5	Add new projects from GIS map	Y	
GI	6	Access and view summary information and related projects from map, Ability to Email map as an attachment, Provides a map template to easily print maps from GIS	Y	
GI	7	Measure distance, select parcels from a drag area or radius	Y	
GI	8	Provide Sketch tools	Y	
GI	9	Allow for the assignment and reassignment of property addresses to parcel numbers	Y	
GI	10	Create GIS maps that display queried data	Y	
GI	11	Provides workflow rules based on spatial data	Y	
GI	12	Ability to write data collected in application to GIS	Y	
GI	13	Assessor Data Integration: Capability to automatically integrate Assessor data.	Y	
GI	14	GIS based address generation using driveway / road intersection.	N	
GI	15	Any address data used from external data sources must be verified against postal standards and a master address file.	Y	
GI	16	Record and display full parcel history of any piece of land, including all parcel, permit, project, and historical data	Y	
GI	17	Ability for applicants to generate, export and/or print mailing labels for public notice distributions	N	
GI	18	Ability to integrate business license data into parcel ID	Y	

Community Development - Attachment C
Technical Specifications - Fees & Payments

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
FP	1	Provide detailed financial audit trails	Y	
FP	2	Calculate permit fees based on our fee schedule and ensure fees are collected prior to permit issuance	Y	
FP	3	Ability to provide for trust accounts	Y	
FP	4	Ability to link fees to specific Finance Department Accounts	Y	
FP	5	Ability to export fee reports based upon account number to financial system	Y	
FP	6	Ability to calculate, assess, and invoice fees.	Y	
FP	7	Ability to store unlimited fee schedules.	Y	
FP	8	The system shall utilize fee schedules consisting of fee codes with effective and expiration dates.	Y	
FP	9	Fee schedules may contain unlimited fee items.	Y	
FP	10	Supervisors have ability to override fees.	Y	
FP	11	Track bond/assurance amounts and reduce and release funds as milestones are met.	Y	
FP	12	Ability to allow online payment of fees.	Y	
FP	13	Ability to refund payments, void payments and manage invoices.	Y	
FP	14	The system shall retain historical fee schedules.	Y	
FP	15	The system should support flat fees (e.g. permit type and re-inspection).	Y	
FP	16	The system should support unit fees (e.g. plumbing and electrical fees that are based on fixtures and circuits).	Y	
FP	17	The system should support valuation fees (flat fee + variable fee based on valuation range and increments).	Y	
FP	18	The system shall support the collection of cash, check, credit/debit card, and mixed payment types. Payments should be recorded and stored for auditing purposes.	Y	
FP	19	The system shall provide the ability to support fee waivers.	Y	
FP	20	The system shall provide the ability to support additional fees.	Y	
FP	21	The system shall provide the ability to support penalties.	Y	
FP	22	The system shall automatically calculate fees and be able to recalculate fees if changes are made to application/permit.	Y	
FP	23	The system shall support the manual entry of fees such as special inspections, re- inspections, and penalty fees when appropriate.	Y	
FP	24	The system shall support the collection of miscellaneous fees that may not be associated with a parcel or application/permit number. (e.g. service charge for photo copies).	Y	
FP	25	The system shall provide ability to query and obtain listing of previously made payments by application number or other user-defined parameters.	Y	
FP	26	The system shall provide the ability to reprint receipts.	Y	
FP	27	The system shall maintain audit history of who collected the payment, when the payment was made, and who actually made the payment.	Y	
FP	28	Ability to calculate multiple special fees (e.g. surcharge fees) by line item.	Y	
FP	29	Allow for additional manual fee adjustments by Town staff.	Y	
FP	30	Allow for a "received" field that displays on all payment forms and lists which type (such as in-person, mail, phone, web) was used.	Y	

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
FP	31	Describe payment option for credit cards and electronic checks; what method is used for the processing?	M	
FP	32	Integrates plan review/inspection (i.e. staff) time to generate invoices for customers.	Y	
FP	33	Ability to generate reports based on account codes	Y	
FP	34	Ability to account for more than one payment and more than one payor.	Y	
FP	35	Ability to compare standard valuation table with customers valuation and default to the higher value.	Y	

Community Development - Attachment C
Technical Specifications - Reporting

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
RE	1	Robust reporting: Generation of reports, pre-defined and ad-hoc, using any combination of all data elements.	Y	
RE	2	The report engine shall be part of the application and any additional software, license, hardware shall be noted	T	
RE	3	Users are able to create queries on the fly and save those queries for future use	Y	
RE	4	View a preview of report prior to executing	Y	
RE	5	Export reports/letters/forms to standard formats (PDF, Excel, Word...) to edit	Y	
RE	6	Merge data in MS Word doc templates	Y	
RE	7	Ability to schedule reports to run at a specified time or a recurring time/day	Y	
RE	8	Able to print and attach a Report to a project within a single step	Y	
RE	9	Real time user definable dashboard including work in progress, calendars, dynamic charts and graphs.	Y	
RE	10	Real time management dashboard to view/track all permits and applications, make assignments, make comments	Y	
RE	11	The application should provide the facilities to export report data to or integrate with Microsoft Office products.	Y	
RE	12	Ability for any report to be output as a PDF document.	Y	
RE	13	Financial reports should be defined by license/permit/inspection type or enforcement type.	Y	
RE	14	Fee reports can be created by date ranges, by license types and by specific licensees.	Y	
RE	15	The system should allow managers to view all of their direct reports\ work schedules and assigned activities.	Y	
RE	16	The system should provide management dashboards for City performance tracking (key result measures, Town goals and business and trend reporting/analysis).	Y	
RE	17	Ability to create and brand City custom reports.	Y	
RE	18	Ability to report on any stored data element not restricted due to security.	Y	
RE	19	Ability for contractors to display and print authorized reports.	N	
RE	20	Ability for the Town to display and print a set of requested transactions for a specified date and time range.	Y	
RE	21	Staff can set up a schedule for periodic data extraction and automatic transmission.	Y	
RE	22	Form letters are fully configurable for the City.	Y	
RE	23	System can track and display previous versions of a form letters and will indicate what version was sent out to public.	Y	
RE	24	System can generate aging reports to identify requests (such as applications or complaints) that are overdue for a response.	Y	
RE	25	Users can access workflow lists of pending items that pertain specifically to their job responsibilities.	Y	
RE	26	Availability of a system-wide data dictionary for custom and ad hoc reporting by City.	Y	

Community Development - Attachment C
Technical Specifications - Mobile

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
MO	1	View, schedule and modify system information and enter notes while in the field from mobile electronic devices.	Y	
MO	2	Ability to quickly access system information and retrieve data by searching any parameter, including permit number, contractor, address, parcel number and associated activities, etc.	Y	
MO	3	Ability for field inspectors to print documents while in the field.	Y	
MO	4	The system supports/provides a version of the software that can be deployed on a mobile device.	Y	
MO	5	The proposed wireless module must support ESRI ArcGIS Server Standard 10x	Y	
MO	6	The proposed wireless module must provide a list of most recently viewed items.	Y	
MO	7	The proposed solution must have a "job list" that brings together all of the user\s upcoming	Y	
MO	8	Online help and users guides.	Y	
MO	9	The proposed wireless module must be able to display the records on a map, automatically	Y	
MO	10	The proposed wireless module must have touch screen capabilities.	Y	
MO	11	This proposed wireless module must have the capability to allow inspectors to input the information continuously into their wireless device (such as a laptop PC, etc.).	Y	
MO	12	The proposed system will store the information and automatically resume the upload of information to the proposed centralized application once the wireless connection is available and/or re-established.	Y	
MO	13	The mobile software shall be capable of printing notices, reports, violations, licenses, etc. from a field location (using a mobile printer).	Y	
MO	14	The system supports both synchronization and wireless connectivity communication for the mobile device.	Y	
MO	15	The mobile version should allow inspectors to enter inspection notes and report any code violations that may be identified during an inspection.	Y	
MO	16	The mobile version should allow inspectors to schedule follow-up appointments.	Y	
MO	17	The mobile version should allow the inspectors full access to all relevant information for their assigned case, inspection.	Y	
MO	18	The mobile version of the system should provide work management tools for the inspectors and their managers to review work status and all correspondence activities (phone calls, e-mails, faxes, etc.) for each assignment.	Y	

5.5 Attachment D

Please reference Tyler's response to the Technical Specifications on the following pages.

General Administration - Attachment D
Technical Specifications - System-Wide

Item Number		Specification Description	Proposer Response Code	Proposer Comment Required (Y or N)
GA	1	Does your solution/software provide a licensing module (dog, liquor, etc.)?	Y	
GA	2	Does your solution/software provide a permitting module (event, special functions, etc.)?	Y	
GA	3	Does your solution/software have a Civil or Municipal Courts module?	Y	

5.6 Attachment E

Please reference Tyler's response to the Technical Specifications on the following pages.

Attachment E
Proposer Comments to Technical Specifications

Item Number	Comment
SS 10	Mouse required for some navigation
SS 31	TRS reports
GL 42	Recommend PatternStream for Third-Party Solution
BD 5	10 future years allowed.
BD 7	Projection level, account level and account detail level notes available.
PR 26	Not sure what is meant by "reconstruct" but payrolls can be run in parallel to test calculations
PR 31	Munis offers OT calcs in many different ways but we'd like to see specifics on how the City does their calcs to determine if Munis fully supports
PR 33	User can update accounts in time entry but NMI on "affecting liabilities"
PR 34	9999 deduction codes
PR 36	This is procedural
PR 36	Munis offers standard risk code reporting which may meet this need but Need More Information to answer affirmatively.
PR 70	SSRS for Custom Reporting
PR 73	SSRS for Custom Reporting
PR 74	Need more information on formatting
AP 64	Specific reporting requirements may require a custom SSRS report
ST 20	Tax/License copy is provided. Explicit account copy is not provided, but may not be needed if this pertains to specifying the same contact (Customer) for Owner vs. Operator on an account. The name/address information does not need to be copied because the account references an identifying number (Customer ID) and the Owner, Operator, Real Estate Owner and Other contacts can reference the same CID or separate CIDs as desired.
ST 24	Clerks can find bills by Customer ID (CID) and/or physical address and record payments on those bills as linked to a single payer (customer).
ST 25	Set a charge stop date for the old frequency, copy the Tax/License, specifying the new frequency code and specify appropriate charge start date for the new frequency.
ST 27	This can be accomplished using Special Conditions. System also allows for automatic, date-driven notifications for a discrete set of allowable dates specified by Munis.
ST 28	System logs "Events" linked to the account as bills are printed and letters are generated.
ST 31	Data entry template is only customizable by way of specifying which charges are applicable by type of tax/license. Field order and data validation rules are controlled by the software.
ST 37	Requires Munis Citizens Self Service
ST 39	Explicit merge may not be required given the way in which Munis records history: Using a common Customer ID, for example.
ST 46	May require reporting tool such as SSRS
ST 47	May require reporting tool such as SSRS
ST 48	May require reporting tool such as SSRS
ST 49	May require reporting tool such as SSRS
ST 50	May require reporting tool such as SSRS
ST 57	Via A/R module
LC 2	Requires Munis Citizens Self Service
LC 8	Integration to GIS requires Munis Maplink

LC 14	Via user defined fields
LC 30	Via A/R Special Condition Codes
LC 31	May require Tyler Forms
LC 35	Requires Tyler Forms
LC 36	Requires Tyler Forms
LC 39	Requires Tyler Forms to deliver via email. The attachments would be standard forms that apply to all licenses of a certain type, not items attached to each specific account.
LC 41	Via Inactivate Expired Licenses program
SW 10	Mouse required for some navigation
SW 31	TRS reports
SW 38	Via Import/Exports/Web Services
SW 39	Via Import/Exports/Web Services
OS 1	Munis tracks supervisor on employee master record so assuming this charting application could rely on that relationship
OS 6	Munis tracks supervisor on employee master record so assuming this charting application could rely on that relationship
OS 7	Right now it relies on the employee record to be set up
OS 17	Assuming the data is available in position control for this report
BE 16	Up to 9999 deductions which use tables and calcs. This allows for many combinations of setup to offer flexibility and re-use of deduction codes
OE 8	More analysis is needed to quote
OE 14	Need more information - docs can be attached during enrollment process and life events
OE 20	We may need more info on this process
CR 4	EEO-1 is not applicable for local government entities
CR 7	SSRS
CR 8	Via reporting but no automatic emails of expiration.
CR 9	Checklists for certain personnel actions could notify a user to kick off a process
CR 14	Munis is not a benefit provider and does not store employee health data
CR 17	Existing exports
LA 1	10 types and 999 tables with each type
LA 3	Personnel actions
LA 21	Need more information on rules
CP 10	Salary and benefit projections
CP 11	Could be done via SSRS
ED 3	Succession planning has an effective date
ED 12	If using time entry and activity codes used
ED 14	Via certifications, no limits
ST 8	Personnel action
ST 9	Managed manually by user
SW 28	Report customization is done utilizing Crystal Reports (the County would need a license in order to create its own customized reports)
SW 49	System can be configured by City Staff, however a shared service engagement is recommended, whereas key City Staff would engage in the Certified training program prior to implementation
SW 51	EnerGov Enterprise has been integrated with Laserfiche, additional scoping would be required
WI 5	Provided with EnerGov eReviews, a fully integrated electronic plan review console and provides the ability to receive, review, markup & approve plans in a digital environment.
WI 7	EnerGov Enterprise Server is a 100% browser-based RIA application and is capable of operating

	in a mobile environment, provided internet access is available.
WI 8	Provided with the EnerGov Enterprise Citizen Access Portal.
WI 11	Planned for future; not available in current and next available web portal
WI 16	2 standard roles; either permitee/licensee or anonymous
RE 19	Requires further analysis of requirement to determine whether the business rules automation configuration options would be able to fully satisfy this requirement
RE 20	Provided optionally with EnerGov eReviews, a fully integrated electronic plan review console and provides the ability to receive, review, markup & approve plans in a digital environment.
RE 21	Provided optionally with EnerGov eReviews, a fully integrated electronic plan review console and provides the ability to receive, review, markup & approve plans in a digital environment.
PE 27	Not available in iG Workforce mobile apps. Only if using back office on laptop with a wireless connection
CR 6	Requires further analysis of requirement to determine whether the business rules automation configuration options would be able to fully satisfy this requirement
CM 5	Requires further analysis to determine if feasible as a customization or modification
GI 14	Addresses are maintained in GIS. Can associate a permit or case to a spatial feature such as an intersection without requiring an address. Should be a function of the GIS business rules rather than the land management system.
GI 17	No online function. Staff would use GIS to generate and give to applicant
FP 31	Utilize 3rd party for Credit Card processing. Requires modification to accept eChecks
RE 2	EnerGov Customization of reports requires a Crystal Report License
RE 19	Contractors can print permit reports and search queries; cannot deploy statistical style parameter driven reports
MO 3	Via Blue Tooth printer

Section 6 Implementation and Project Management Services

The following Implementation Methodology information from Tyler Technologies, Inc. ("Tyler") contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by Tyler ("Trade Secret"). A Trade Secret includes but is not limited to any formula, pattern, device or compilation of information which is used in one's business which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm Tyler if any of its Trade Secrets were known to Tyler's competitors, it is Tyler's policy that this Implementation Methodology information not be disclosed to any party outside of the party addressed as the recipient of this information.

Section 6 – Implementation and Project Management Services

The proposer should provide a detailed plan for implementing the proposed solution. This information should include:

• Detailed project methodology including milestones and average timelines

6.1 Implementation Methodology

Implementation is the set of activities that takes the client from software installation up to the daily, normal use of the Tyler system. Tyler's goal is to provide the best software, services, and support to our clients. Tyler clients benefit from the fact that we perform our own implementations—we know our software better than anyone. Our clients receive guidance throughout implementation by experienced Tyler professionals. This results in clients that are not only satisfied, but willing to recommend our products and services.

6.1.1 Methodology

Tyler's methodology is straightforward. We've taken the successful approach to implementation we've used or over 25 years and integrated it with the principles of the Project Management Institute (PMI), a globally recognized organization dedicated to the project management profession. As a result, our clients receive an implementation method tailored to meet their specific needs.

PMI's *PMBOK® (Project Management Body of Knowledge)* Guide proposes that there are five process groups to every project: Initiating, Planning, Executing, Controlling, and Closing. As part of Tyler's commitment to incorporating the PMI principles into our implementation process, we have integrated these proven technologies of the PMI process with Tyler's implementation experience, to yield a proven approach that is tailored to the public sector.

Trained personnel perform and/or guide all aspects of an implementation for a client. Our staff consists of seasoned professionals with unique and proprietary skills and years of experience, focused into dedicated

departments. Our project managers are trained to maintain the professional standards of PMI. Through the institute, our project managers earn Project Management Professional (PMP) certification, a qualification program that signifies a professional has met very stringent guidelines.

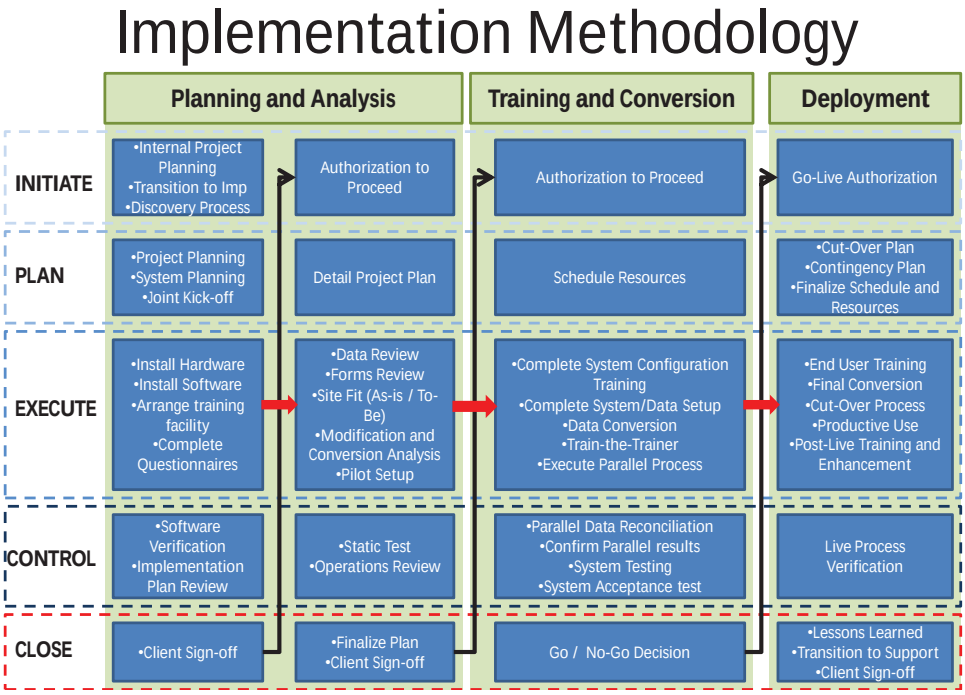
Our implementation process emphasizes the importance of cultural change management. This is how we guide our clients through the changes that accompany implementation of a new software system and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. They carefully review and test to ensure policies and procedures are well defined and effective. For Tyler clients, the proof of our approach is in the outcome—a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure an organization fully understands and accepts the project. It is at these check points that organizational stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase.

Tyler takes its contractual obligations seriously. We have a proven record of delivering software solutions on time and on budget. We take pride in our ability to partner to deliver successful projects that stay in scope, and are deployed, and up and running when promised. This is precisely what differentiates our implementation process.

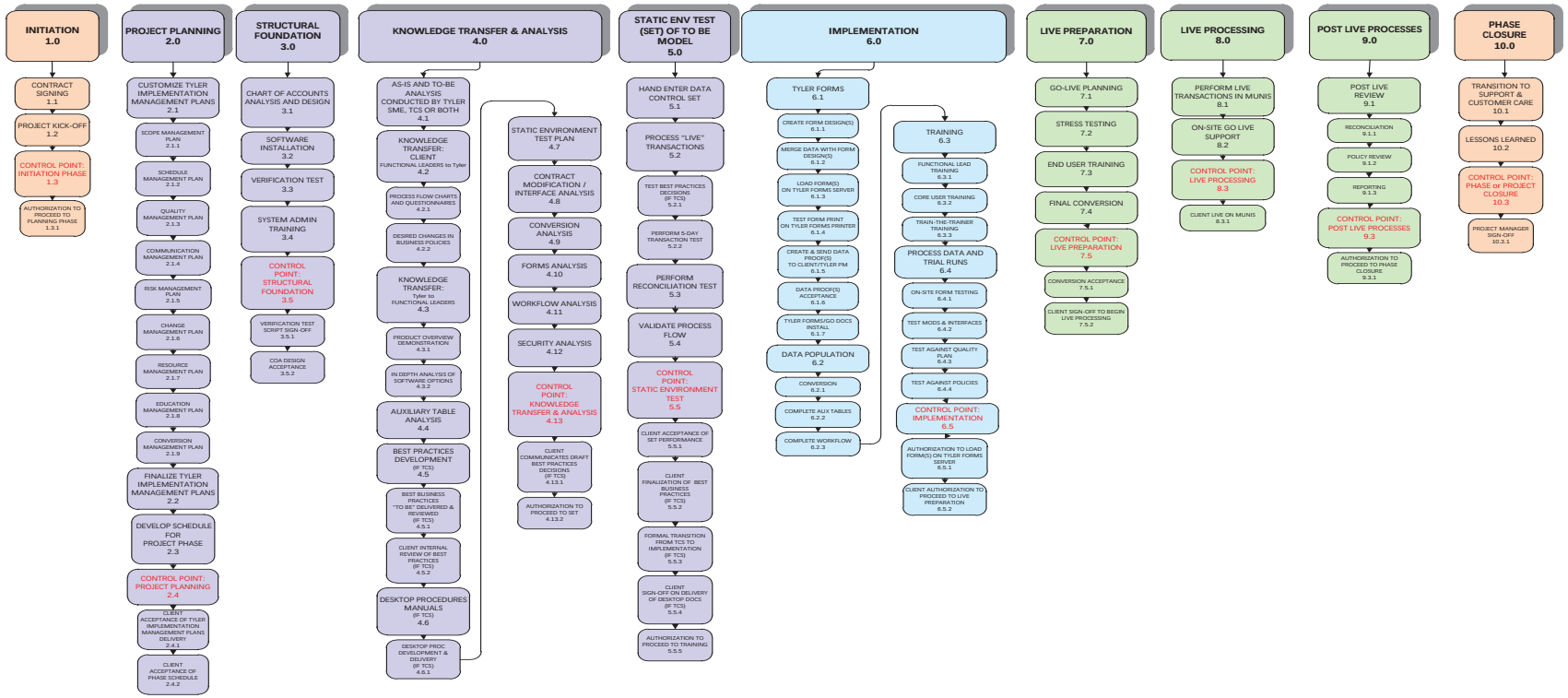
6.1.1.1 Implementation Methodology Overview

The Tyler approach utilizing PMI process groups is depicted on the following high level illustration.



6.1.1.2 Work Breakdown Structure

PMI utilizes a Work Breakdown Structure to depict overall project work. Tyler uses this key PMI tool to show our implementation approach in greater detail.



6.1.1.2.1 Planning and Analysis

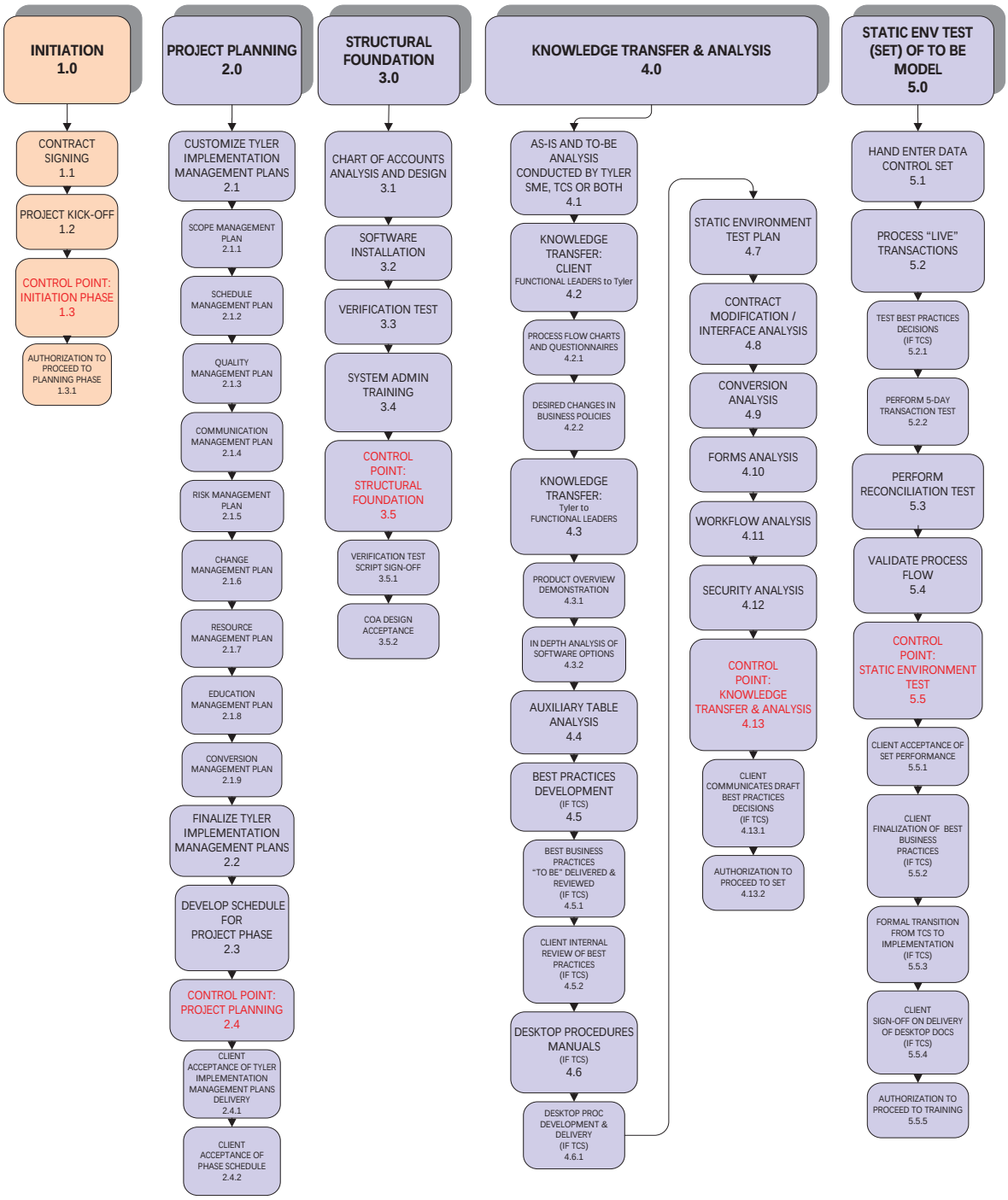
This portion of the implementation process commences once a contract has been signed. Project stakeholders from the organization are identified. This group will be responsible for monitoring the project and providing formal acceptance of each phase. Once stakeholders have been determined, functional leaders are chosen for the project. Management plans are formed regarding the scope, schedule, quality/testing, communication, and risk of the project. This is accomplished in cooperation with the organization's management. The process of transferring knowledge to and from the functional leaders begins. Tyler consultants then review policies and procedures related to software functionality. Finally, scripts are tested based on decisions made and formal acceptance from the stakeholders is obtained before moving to the next phase.

As part of the planning phase, project stakeholders within a client's organization must be identified. These stakeholders monitor the overall project and are an essential ingredient to a successful implementation. They ensure that the product ultimately adds value and is aligned with the organization's goals. One method Tyler has developed to verify stakeholder commitment and understanding of a project is to set up periodic critical stops. These checkpoints make certain the stakeholders have kept pace with the project and are fully aware and accepting of the implementation process to date. Before proceeding to the next phase, the stakeholders must approve the project's status. This critical stop guarantees the client's stakeholders are on the same page as Tyler implementation staff. The end result is a smooth implementation for the client—one that is on time and on budget.

Once client stakeholders have been determined, functional leaders within the organization must be identified. Functional leaders will be the first members of the client's organization to learn the new system. They will help decide the best policies and practices in coordination with Tyler consultants. In addition, they will eventually recommend to stakeholders when they are prepared to advance to the next phase of implementation. *See figure 1.1.2.1.*

Request for Proposals (RFP)
Enterprise Resource Planning (ERP) Software Solution

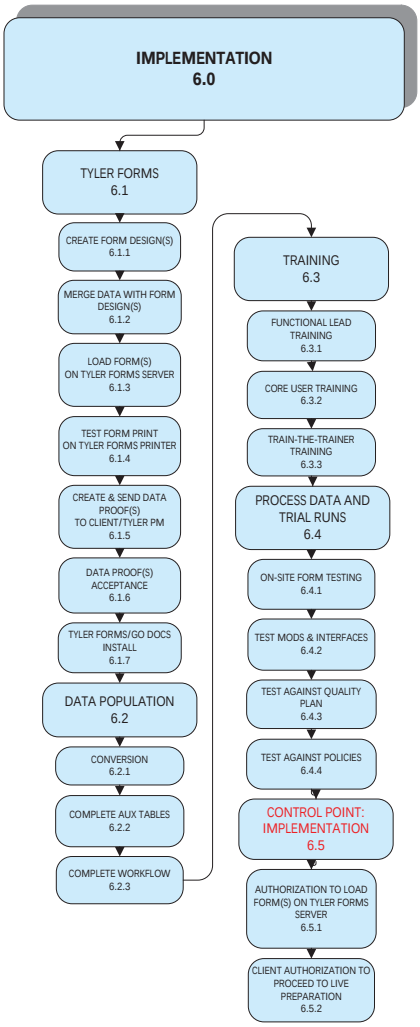
Figure 1.1.2.1



6.1.1.2.2 Setup, Training and Conversion

This portion of the implementation begins with data conversion, forms design, table and preference setup, and primary-user training. System testing follows the completion of these tasks. This testing will determine the success of the knowledge transfer to end users. Formal acceptance from stakeholders is required before advancing to the next phase. *See figure 1.1.2.2*

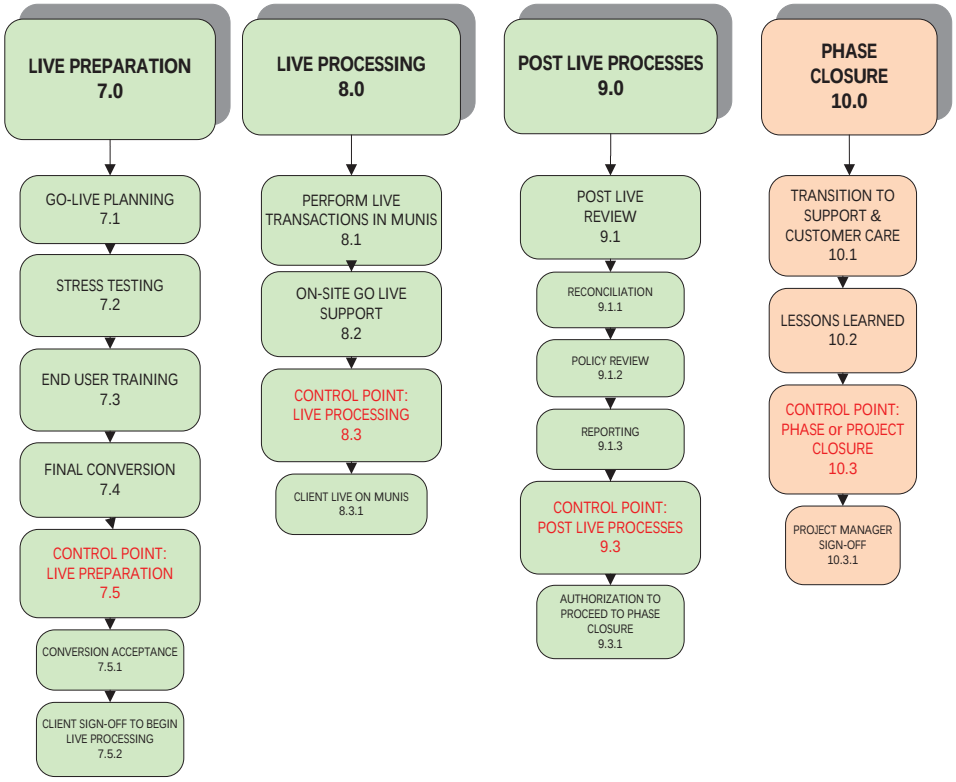
Figure 1.1.2.2



6.1.1.2.4 Live Preparation, Go-Live and Phase Closure

This portion of the implementation begins with a pre-live process review, proceeds to final training and conversion to be followed by quality assurance testing. The phase closes with a transition to the product Support organization and formal acceptance from stakeholders. *See figure 1.1.2.3*

Figure 1.1.2.3



6.1.1.2.5 Client SharePoint Site

Tyler understands that current, accurate information that is easily accessible is a key component in an ERP Implementation Project. As part of Implementation, each new Tyler client will be provided a Client SharePoint Web site. The purpose of this site is to furnish the client and Tyler Technologies staff with a central location to plan, store and access pertinent documentation and information relating to the client's Munis Implementation project. The Munis ERP Implementation SharePoint site will ensure that all project stakeholders have an easy-to-use tool that will provide an integrated location to inquire, review and update any and all project information.

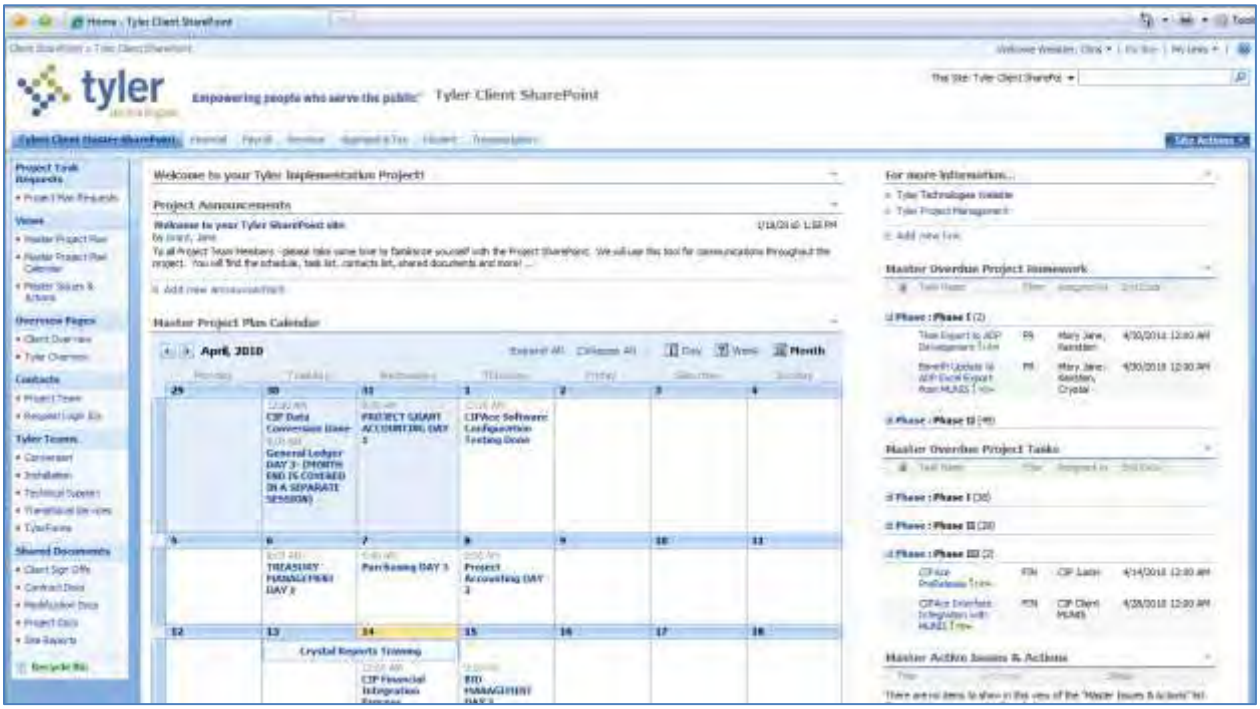
It is Tyler's goal to have the site available for introduction to the new client during the Project Manager's on-site Kick-Off meeting. At this meeting, the PM will provide an overview of the site and distribute a brief video that further explains the site and its available tools.

This site will be jointly maintained by the Tyler and Client Project Teams for the duration of the implementation. Once the client has gone live, the site will be maintained by Tyler's Support Account Manager until the eventual closing of all implementation issues and tasks.

Each Client SharePoint site will utilize standards and defaults set by Microsoft SharePoint software. The site will be easy to navigate and provide text "breadcrumbs" for backtracking and/or return to the home page. Tools of the site will include, but are not limited to: Documents & Links; Announcements; Calendar; Project Task List; Issues & Action Items; Project Schedule; Modifications& Enhancements; Versioning; Client Alerts.

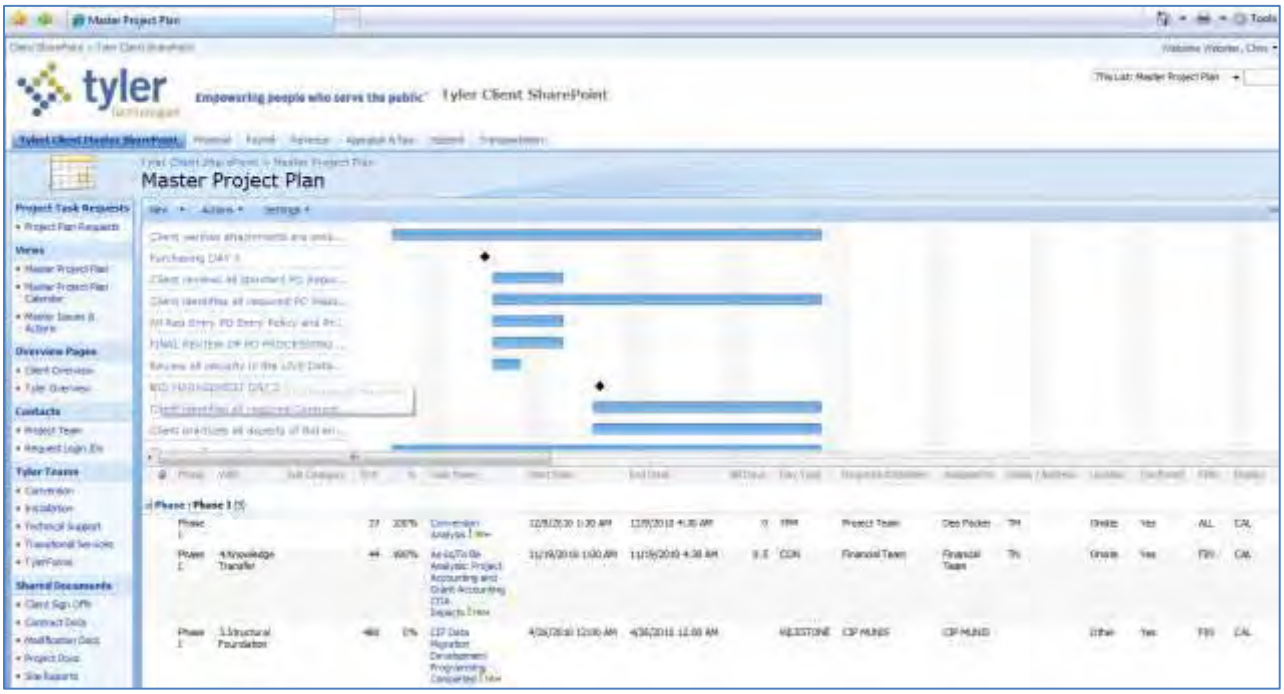
6.1.1.2.6 Client Home Page

The client "Home Page" displays an overview of the entire ERP Implementation. In this example, a shared calendar is displayed, as well as links to Project Plans, Task Lists and Issues & action items. Tabs, seen at upper left, are also available for various project phases (Financials, Payroll, and so forth) to provide greater details.



6.1.1.2.7 Project Plan

This screen shows the detail project plan that is developed using Microsoft Project. Users can review a global view of the project, or can drill down to phase and task detail. The Client SharePoint site ensures that any project-related information is accessible from a single site.



Project Schedule Development

The project schedule will be developed by the Tyler and City Project Managers in coordination with the Project Teams in order to meet the needs of the City while keeping in mind the guidelines for implementation. Tyler recommends a phased implementation approach, staggering start and live dates for each phase of the project. Tyler also recommends starting the implementation with the Financials phase as the Chart of Accounts is the core to the entire system and usually requires less intense conversions than other modules.

Live dates will be targets, but should not place unnecessary constraints on the project. The timeline provided assumes that the product will be used as-is, without any required go-live customizations. It is recommended that no more than two phases are significantly in process at a time if client resources will be involved in more than one phase.

Phasing guidelines

≠ Financials – can go live at the start of any month. Takes between ten and twelve months to implement, assuming there are no required go-live modifications.

≠ Payroll/HR – can go live at the start of any quarter. Takes between six and nine months to implement, assuming there are no required go-live modifications.

≠ EnerGov – can go live at any time. Takes between ten and fifteen months to implement, assuming there are no required go-live modifications.

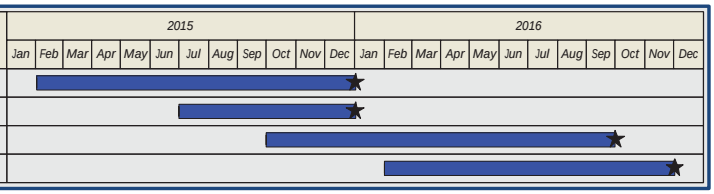
≠ Utility Billing – can go live at any time, but is typically scheduled for after a bill run. Takes between nine and twelve months to implement, assuming there are no required go-live modifications.

Proposed Project Schedule

The below project scheduled is being proposed for the City's Implementation project. This phased approach is based upon Tyler's current understanding of the City's needs and the preferred project phasing guidelines outlined above. Further discussion between the Tyler and City Project Managers is necessary to determine resource availability, limits and constraints prior to developing the actual project schedule.

Project Phases

Phase	Module	Phase Start	Phase Finish
1	Financials	2/2/2015	1/1/2016
2	Payroll & Human Resources	7/1/2015	1/1/2016
3	EnerGov	10/1/2015	9/30/2016
4	Utility Billing	2/1/2016	12/1/2016



• Conversion support

6.2 Data Conversion

6.2.1 Data Conversion Costs

Tyler delivers all conversions at a flat rate. Conversions are billed as the work is completed, therefore, the City will only be charged for those data conversions that are executed in the implementation of the software.

Tyler makes the following assumptions in providing a fixed-price data conversion approach:

≠ Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited.

- Each legacy system data file submitted for conversion includes all associated records in a single file layout.
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions. File layout changes required for additional subsequent data passes not previously provided are acceptable, provided the changes and placement of the data have been mutually agreed upon.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate.

6.2.2 Data Conversion Methodology

The data conversion process can be the most time critical element of each client's project plan. It is the client's responsibility to provide Tyler with readable conversion data, including file layouts and control totals where applicable, by the deadlines set forth in the project plan. Failure to meet conversion deadlines can directly impact the live date(s).

For the Tyler Munis® Conversion Department, the first step in the conversion process is receiving the client's data file(s), data layout(s), supporting documentation, and screen prints or other specific examples.

Data files are the actual information from a client's current (old) system. If the current system consists of spreadsheets or other simple databases, those may be sent. If the current system is already set up in more sophisticated data files, clients may have parameter files, code table files, master data files, temporary and work files, and transaction files. Clients will want most of the master data and some transaction data converted, depending upon the contract, but not parameters or code tables. Examine those files that have the module ID as part of their key (for instance, employee number in payroll), and send those that seem appropriate for the conversions purchased. (For more on the format and transfer of data files, see Data Formats and Timing and Data sections.)

A data layout is a document that details how the data is arranged into records and fields within the data file. It includes record lengths (if fixed) and field names; field sizes (if fixed) or delimiters; field types (character, number, date, Boolean, etc…); and field positions (either absolute or relative) within the data record. Two common examples are the COBOL "fd" and the Informix 4gl "schema". For spreadsheet data, the layout is implied from column headings and sizes. Without some type of data layout, the data file is useless.

Supporting material is often necessary for decoding and converting the data. First, field names may need further description—for example, will the programmer know that 'MAST-TITLE' means 'payroll position' in the old system? Or perhaps the programmer needs to be told to use 'FTE-HOW-MANY' as the number of active FTE array elements. Second, codes may need translation (e.g., in the field 'MAST-DED-TYPE', 1 might stand for Dollar Amount, 2 for Percentage). Finally, and most important, data may need a crosswalk that shows the translation of old system codes to new Munis codes. The most common application of a code crosswalk is when payroll deduction codes are being converted, and the old system's codes do not fit into the Munis deduction code scheme. Other common crosswalks include 1099 box codes, parcels, departments, employee numbers, locations, and GL accounts. These crosswalks are typically entered into a spreadsheet, but the Conversion Department can open and use any document that is supported by Microsoft® Word or Microsoft® Excel®.

Tyler's conversion programmer will examine your data files and layouts, and use the supporting materials to interpret, crosswalk, and generally re-arrange the data from the old system into the Munis format. If specific examples have been sent to check, the programmer will look closely at the converted data for these people/ items before sending the data back to the client for intensive proofing.

6.2.2.1 Data Formats

Data files may be submitted in a variety of formats including:

ASCII (Line Sequential)—types include:

- Fixed Length (preferred)
- Delimited

BINARY - Data must be in fixed length records, but may include:

- Zoned and packed decimal, floating point, and binary numbers
- ASCII or EBCDIC character sets

Spreadsheets, Databases and other Applications:

Tyler's Munis data conversion staff can convert data directly from a number of applications, as opposed to exporting data to a generic format. Clients should not export files to another format unless specifically requested. Tyler's Munis conversion department will match client data formats to the Tyler Munis file layouts.

6.2.2.2 Timing and Reports

In addition to sending data, clients should run a number of reports that will later be used to proof the conversion. Each client and his or her Tyler Munis Project Manager will decide which reports are required. For verification purposes, it is imperative that reports for proofing be run at the same time that data is created for transfer to Tyler. There should be no intervening transactions posted between the data transfer and the reporting. We emphasize this point as it is difficult to match the data to the output on the report in these circumstances. Clients should not send these proofing reports to the Conversion Department—they should be kept until the converted data is returned, at which time the client will use them to verify the integrity of the conversion.

6.2.2.3 Data Submission Methods

Speed, simplicity and reliability make electronic transfers the preferred method of submitting conversion data and supporting materials. Tyler Munis Conversion Department staff will work with each client to identify the best method of electronic transfer for the conversion.

FTP:

This method requires a direct Internet connection or access to an Internet Service Provider. A direct Internet connection is preferable, as very large files can then be transferred efficiently. Access through an Internet Service Provider is relatively slow as it generally requires a modem transfer.

E-mail:

Systems supporting binary attachments provide an excellent method of transferring system information and small data files. Attachment size is currently limited to 12 MB, which accommodates most compressed client data files.

Modem:

This method is only feasible for extremely small clients as it is more costly than the Internet (due to toll phone calls), and not as reliable. It may be adequate for transferring System Information Files. Clients must have communications software installed, preferably one that includes the ZMODEM transfer protocol. The XMODEM, or Kermit protocol, is acceptable, but generally less reliable and slower than ZMODEM.

In many cases, initial data transfers to and from Tyler Munis may be performed on physical media due to the volume of data being transferred. However, near the end of the conversion/ implementation process, there is often a need to transfer smaller files (e.g., corrections, amendments, additions). Having an electronic transfer option available at this stage of the implementation is invaluable to the success of the implementation.

In the case of physical transferring of conversion data, all packages should be addressed to:

Tyler Technologies, Inc.
Munis Data Conversion Department
One Tyler Drive
Yarmouth, ME 04096
Telephone No. 207-781-2260 (required on some Air Bills)

To prevent damage, all diskettes and tapes should be packed in sturdy containers or envelopes reinforced with stiff cardboard.

Unless specifically instructed, all materials should be sent via an air express carrier (Federal Express, Airborne, UPS, Express Mail, etc.), overnight or second day (when available). It is a good idea to go with a service that lets individuals track their packages.

PLEASE DO NOT SHIP MATERIALS VIA U.S. POSTAL SERVICE

6.2.2.4 Data Conversion Notes

Below are some general notes and suggestions for easing the conversion process:

- Each time data is sent to Tyler's Munis conversion department, clients should remember to get from the original system any reports and/or screen prints that will later help to verify the converted data.
- At each conversion step, clients will be sent one or more Error Report(s)—text file(s) containing "err" somewhere in the name, xx_err.txt. These warning messages should be read carefully, as they indicate problems encountered when converting the data, and often hold the explanation for discrepancies in the verification process. In addition, many of the messages indicate a

situation that will require manual maintenance later, when the client goes live with the converted data. If a Readme text file is also received, it may include further explanations of error messages and conversion decisions.

- Converted data is generally loaded to a Training database first, and not loaded to the Live database until verified and accepted by the client. However, because parameters (control data) and code tables are entered on-site, it is important to handle this in such a way that manual data entry is mostly done in only one database. Clients should discuss this with their Project Manager, and verify that those responsible know where to load conversion data at each step and have the ability to copy live to test.
- Conversion of the same data again with requested changes (repeated conversion steps) will completely overwrite the files/tables involved, in whichever database(s) they are loaded, so clients should not begin maintenance of any data until satisfied that the corresponding conversion step is done. If a client wants to begin data entry and is not sure whether this area of data will be affected by further conversions, they should ask the conversion programmer.
- Clients should notify the conversion programmer if any maintenance of a converted master table is begun before all conversion steps for that module are done, as the programmer then needs to consider how adds, drops, and changes in the master will affect the other conversion steps. (Employee Master, for instance, is often taken over by the client before many other payroll tables are converted, but this requires program changes and additional information sent by the client.)
- Processes and reports recommended by the conversion department for each module are only the minimum; in all cases, additional verification is needed. This may include spot-checking several individual IDs through all screens; browsing through a single screen for a selected group of IDs; verifying various data fields, counts, and amounts for selected groups through screens and/or reports; and processing additional transactions. All data and processes critical to a client should be checked carefully.

• City resource requirements

Project Roles

Tyler Implementation Methodology groups City and Tyler resources based on their functional role within the project. This allows for easier staffing and communication both within the City and between the City and Tyler's Project Team. Please refer to the attached Project Resource Roles document for an explanation of each expected role within the project and the responsibilities that are typically assigned during the Munis Implementation project.

6.2.3 Client Project Resources

Client Executive Sponsor

- Member of Management – the person who approved the funds and resources for the project.
- Typically does not have a direct role in the project.
- Must be kept updated on the status of the project – budget, scope, schedule, etc.
- Designates the ERP project a top priority for the Client during implementation.

- Assists in issue resolution, when necessary. (i.e., a team member is unable to make a timely decision, a team member has other priorities resulting in missed due dates).

Client Project Manager

- Works with the Tyler Project Manager to ensure tasks are completed and decisions are made in a timely fashion.
- Is able to escalate unresolved issues or disputes in a timely manner.
- Assists the Tyler Project Manager in defining the Project Management Plan in order to effectively manage the scope of the project and all changes that occur throughout the life of the project.
- Ability to obtain proper authorization of Change Orders to the contract based on business decisions that may impact the scope of the project.

Client System Administrator

- Load Releases and code
- Copy LIVE database to Training database as needed for training days
- Create any necessary conversion files to be transmitted to MUNIS or 3rd Party Vendors
- Add new users and printers
- Perform basic server system maintenance
- Ensure all users understand MUNIS log-on process and have necessary permission for all training sessions
- Ensure network and infrastructure meets or exceeds requirements provided by Tyler
- Attend scheduled Installation and System Administration training

Client Functional Leaders

- Provide detailed policy information
- Analyze potential policy changes
- Subject matter experts on selected modules
- Participate in knowledge transfer and analysis sessions
- Sign off on system design
- Participate in form design
- Participate in conversion mapping and validation
- Participate in testing and parallels
- Assign department resources for training and internal project tasks
- Complete Workflow and Security templates for all end users
- Complete Auxiliary Tables
- Attend all training sessions or appoint an appropriate management level designee
- Assess end user competency on trained topics
- Assess policy compliance
- Provide end users with dedicated time to complete required homework tasks
- Act as supervisor/cheerleader for the new MUNIS process
- Identify and communicate to Client PM any additional training needs or scheduling conflicts
- Help document lessons learned at end of each phase and signoff on formal acceptance for phase close-out

- Perform Live Processes

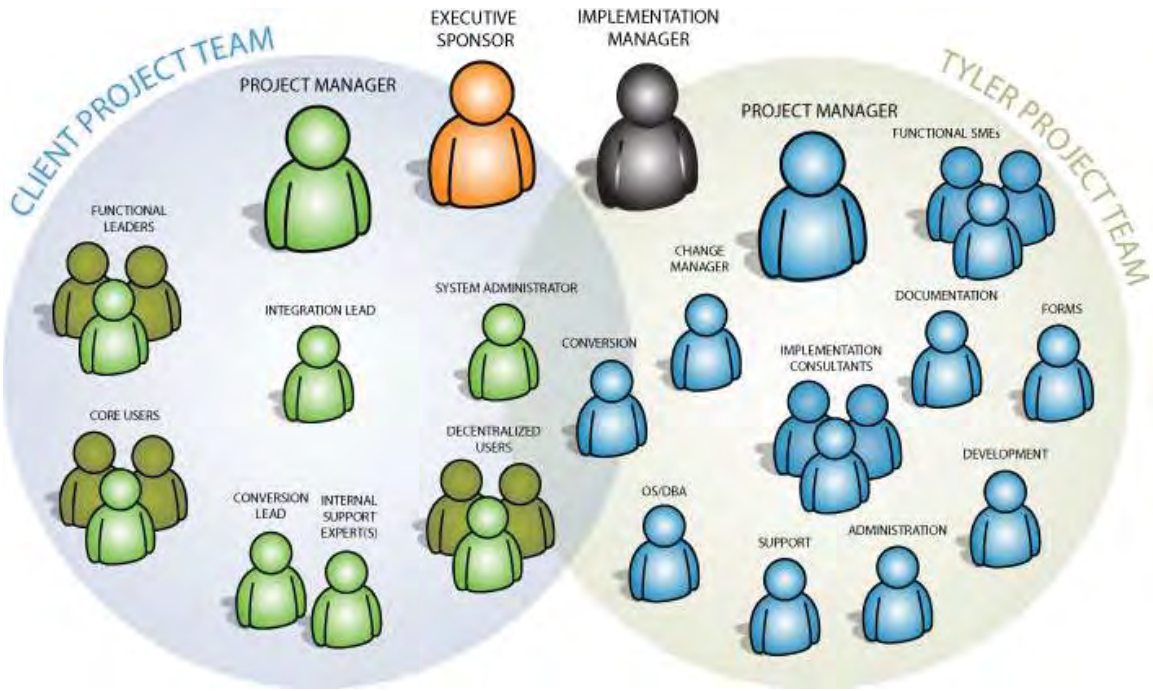
Client Core Users

- Attend scheduled implementation sessions after initial analysis
- May be involved in initial analysis
- Assist with set up of codes and tables
- Assist with testing processes, forms, interfaces, etc
- Assist with conversion data proofing
- Complete tasks as assigned.
- Practice skills learned within training before Live processing date.
- Communicate Departmental needs to Functional Leaders, Project Manager and MUNIS Project Manager (i.e. approval work flow, reporting, etc.)
- Communicate any problems, errors or difficulties understanding or applying accepted Policies and Procedures to Functional Leaders and Project Manager
- Demonstrate competency with MUNIS processing prior to GO LIVE
- Perform Live Processes

Client End Users

- Have basic computer skills:
- Using a mouse
- Clicking on an icon to open a new window
- Minimizing windows
- Switching between open windows
- Printing screens
- Understanding the desktop
- Able to log in to network and Munis
- Attend Training as offered. The End User should be prepared to dedicate to training day(s) completely, freeing themselves of daily responsibilities and interruptions.
- Complete tasks as assigned.
- Practice skills learned within training before Live processing date.
- Communicate Departmental needs to Functional Leaders, Project Manager and MUNIS Project Manager (i.e. approval work flow, reporting, etc.)
- Communicate any problems, errors or difficulties understanding or applying accepted Policies and Procedures to Functional Leaders and Project Manager
- Demonstrate competency with MUNIS processing prior to GO LIVE
- Perform Live Processes

The following chart shows the expected structure for the City and Tyler Project Teams.



• Overview of proposed training, including options for onsite or training center services, for end-users and management personnel

6.3 Training

A key part of any implementation is training users at all levels. Fully trained users understand how to use Tyler to record and report information that helps them do their jobs better. This is critical to client acceptance and crucial to a successful implementation.

Tyler offers several training formats. On-site training by Tyler staff provides hands on training in your training labs. Tyler also provides flexible alternatives including remote collaborative training technology, and video and software tutorial media. For clients with a tight budget or immediate needs, this provides a cost-effective and viable alternative. Regardless of the training logistics, clients receive training sessions that are a combination of lecture and hands-on education, using the client's live data. In addition, managers with the organization attend training with their employees. This ensures that the manager can confirm the proper transfer of knowledge. This also allows the employees to ask the manager questions about how the system will work within their department.

Tyler always tailors instruction to meet pre-defined client needs. For example, some classes are targeted for data entry personnel and other heavy system users; other classes are geared for top managers who will use the system occasionally. Our proposal assumes a "train-the-trainer" approach to services unless otherwise noted. In this approach a small group of internal "experts" can train the rest of the employees. Other clients prefer to have Tyler instruct all users. This additional service can be provided for an additional cost.

Tyler provides training to Functional Leaders and Central Users throughout the implementation, as the set up knowledge is key to a self-sufficient user. End User training will be scheduled during the overall project scheduling and is usually done just prior to, or just after, going live. Tyler will provide training to the City of Louisville trainer who will in turn train the End Users. Training materials will be provided and may be customized by the City of Louisville prior to this training. It will be the responsibility of the City of Louisville to provide training facilities for all training sessions.

Tyler's training approach stipulates that Core Users be trained on major process groups after procedural decisions have been made by Functional Leaders. The goal is to expose the most sophisticated users to the system first, so setup, converted data, and new procedures are thoroughly vetted before introduction to End Users. During the Core User training phase, Tyler Implementers not only conduct training and retention assessment, but lead users through thorough Trial Runs of Financial processes and parallels of Payroll/Human Resource, Utility Billing and other applicable procedures. The pre-live planning sessions incorporate a review of training to make sure all users are prepared to perform their daily work in the Tyler system. Tyler provides detailed documentation on new functionality introduced in new product releases, offers online sessions to review them, and can deliver onsite services to train staff on new opportunities for process efficiencies.

Throughout the project, there are control points (shown in the Munis Sample Implementation Plan which is attached) that require sign-off by the City of Louisville Project Team before moving forward. These points in the project ensure that knowledge transfer has been done to the City of Louisville requirements.

6.3.1 Training Methodology

An Education Plan lays out the process of transferring knowledge between Tyler and the City of Louisville. We refer to our plan as an Education Plan as opposed to a Training Plan for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis we: review the “AS IS” environment, provide Tyler demonstrations, review questionnaires and flow charts, and ultimately arrive at a “TO BE” model. The TO BE model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is a piece of the overall education needed to be a proficient Munis user.

Purpose

The purpose of the Education Plan is to:

- ≠ Communicate the process to stakeholders and Munis functional leaders
- ≠ Answer specific questions (where will classrooms be established, what database environment will be utilized, etc.)
- ≠ Establish action items link project personnel as owners.
- ≠ Define measurement criteria to ensure the Education Plan has been successfully followed.

Process

It is imperative that an Education Plan be put into practice as part of the Tyler Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:

- As Is review
- Product overview demonstration
- In depth analysis of Munis options
- Flow chart review
- Questionnaire review

This phase will involve the functional leaders. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of Munis. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within Munis Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

TO BE Demonstration

This process allows the Functional Leaders to see a working Munis system with client data. Tyler will process data according to the defined policies and procedures. The intended education is an overall understanding of the integration of Munis applications, a review and understanding of security options, and workflow touch points.

Munis Application Training

In this phase we are conducting classroom training.

Pre-Live Training

These repeated classes provide end users the opportunity to review Munis functionality in a classroom environment.

Post Live Reconciliation Training

The process of reconciling data IS reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the Munis tables and how to reconcile daily, weekly, and monthly functions.

Post Live Output and Inquiry Training

The output and inquire routines are reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the Munis options related to extracting needed information.

Logistics

Tyler and the Client will work together to define education logistics. The following table should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

Software/Hardware

- How many databases will be utilized?
- Will we establish a Financials Training environment separate from Payroll?
- Who will refresh the training database?
- Will a second server be utilized?

Facilities

- How many training rooms will be utilized?
- Where are the locations of each training room?
- How many workstations will be in each training room?
- How many printers will be in each training room?
- Other training room requirements (white board, phone, etc.)
- Who will schedule the training room?

Staff

- How many students per teacher?
- How many students per workstations?
- What are the hours of training?
- Who will be trained on each Munis application?
- Who will conduct attendance?
- Will management be present for each session?
- Who will train the end-users (Munis versus Functional Leaders)?

Schedule

- Who will determine the exact days for training?
- Who will notify staff members?
- How far in advance will the training schedule be built?

Project Team Training

The project team begins knowledge transfer at the on-set of the project, during analysis. It is through this process and subsequent hands-on set up and process training that the Functional Leaders and Subject Matter Experts build an understanding of the inner workings of the system and how parameters and tables affect the overall processing. These users should attend all applicable analysis and implementation/training sessions.

Technical Training

Technical training begins at the time of software installation. The Installation Engineer will teach the Technical staff how the software is configured as well as basic system maintenance such as back-ups, loading releases and refreshing training and test databases. System Administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc., from within the Munis software. The City of Louisville System Administrator should attend these sessions, as scheduled. In addition, the Functional Leaders should attend to have a thorough understanding of the permissions and options available. It is a City of Louisville decision as to who will perform the Munis System Administration tasks. It may be a combination of Functional Leaders and IT staff.

End User Training

After the Functional Leaders are trained, the system parameters and tables are set up and/or converted, and processes are defined and tested, End Users will attend applicable scheduled training. These users include central processing staff: AP department, Payroll department, Purchasing department, etc. This training will take place well in advance of go-live so these users may assist in system testing, verification, and become familiar with their new processes.

Decentralized (Departmental) User Training

Tyler utilizes a train-the-trainer approach for departmental training (requisition entry, budget entry, time and attendance entry, inquiries, reports, etc.). Tyler will train the City of Louisville trainer(s) who will in turn schedule training, develop customized training materials, and conduct the training for the decentralized users. This assumes that the City of Louisville trainer(s) will attend all End User training when delivered by Tyler. If the City of Louisville prefers that Tyler conduct all training, additional implementation days will be required based on the number of training days/sessions the City of Louisville requires. This should be discussed during the project planning sessions at the onset of the project and documented in the Education Management Plan.

A successful decentralized user training session is in a classroom environment with a computer for each user (minimum of one computer for every two users, but ideally one per user), a whiteboard, a printer in the room or nearby and one computer connected to a projector. The size of the class depends on the classroom size and the available computers for training. Ideally, a class size should be limited to twelve users in order to keep the session controlled and ensure all users are receiving appropriate level of personalized attention. The specific course topics will be discussed and scheduled after analysis, depending on the City of Louisville specific training needs.

Other Knowledge Transfer

Tyler offers other means of training for its users to be utilized after the implementation, though they are available upon contract signing.

- Online Education Courses – group training conducted via Webinar. The schedule is posted on the Munis Customer Tools website (log in required).

- Knowledge Base – hundreds of searchable documents, videos and reports for users to view, download and modify. These include How-To documents, User Conference session documents, Best Practices and more.

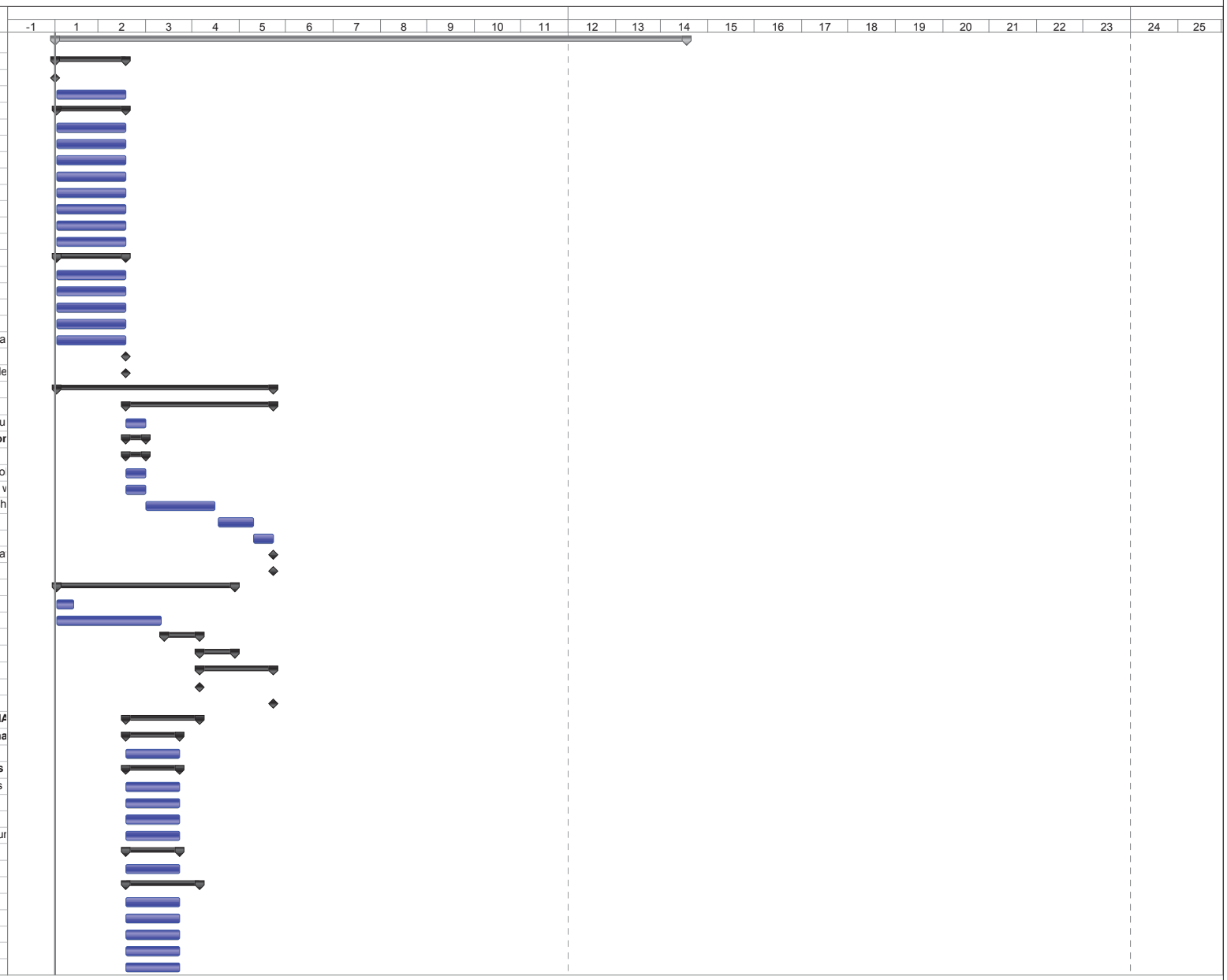
- Tyler User Conference – annual conference providing dozens of training classes and networking opportunities. The City of Louisville should budget attendees to this conference each year, after implementation, as the training and experience is invaluable. It is recommended that users attend the conference after the implementation is complete in order to ensure consistent training and keep focus on implementation goals

• Implementation and training plan including deliverables for each stage of the project

For information on the timing and deliverables involved with each stage of the proposed implementation, please reference the following attached documents: Munis Sample Implementation Plan, Louisville – Gantt Chart, and Project Plan – Sample Deliverables. The Gantt Chart can be found on the following pages.

Louisville, CO - Gantt Chart

ID	Task Name
1	**Phase 1 - Financials**
1	**Initiation - FINANCIALS**
2	Contract Signing
3	Project or Phase Kick-off
4	**Project Planning - FINANCIALS**
5	Scope Management
6	Schedule Management
7	Quality Management/Testing Plan
8	Communications Plan
9	Risk Management Plan
10	Change Management Plan
11	Resource Management Plan
12	Conversion Planning
13	**Tyler Forms Kick-off Conference Call**
14	Review Tyler Forms Processing
15	Discuss Printers and Equipment
16	Establish Timelines
17	Finalize Project Management Plans
18	Develop Schedule for Functional Leader Pha
19	**Control Point 1 - Project Planning**
20	Client Sign-off on Plans/Phase I Schedule
21	**Structural Foundation - FINANCIALS**
22	**Chart of Accounts Analysis and Design**
23	Review MUNIS Chart of Accounts Structu
24	**Discuss General Ledger Setup and Cor**
36	**Review Fund Structures**
49	Establish internal and external reporting o
50	Tyler Product Consultant provides Client v
51	Client completes COA design in spreadsh
52	COA Conversion
53	COA Conversion Validation
54	COA Conversion Acceptance & Authoriza
55	Load COA Conversion
56	**Software Installation**
57	Conference Call with Installation Team
58	Software Installed
59	**Verification Test**
61	**System Administration Training**
103	**Control Point 2 - Structural Foundation**
104	Verification Test Script Sign-off
105	Chart of Accounts Design Sign-off
106	**Knowledge Transfer and Analysis - FINANCIA**
107	**Knowledge Transfer - MUNIS to Functiona**
108	In Depth Analysis of MUNIS Options
109	**Knowledge Transfer - Functional Leaders**
110	Process Flow Charts and Questionnaires
111	Desired Changes in Business Policies
112	Auxiliary Table Analysis
113	Foundation Test Plan for Policies & Procedur
114	**Conversions Analysis**
115	Conversion Data Mapping
116	**Forms Analysis**
117	Data
118	Questionnaires
119	Form Templates
120	Form Mockups
121	Proof Order

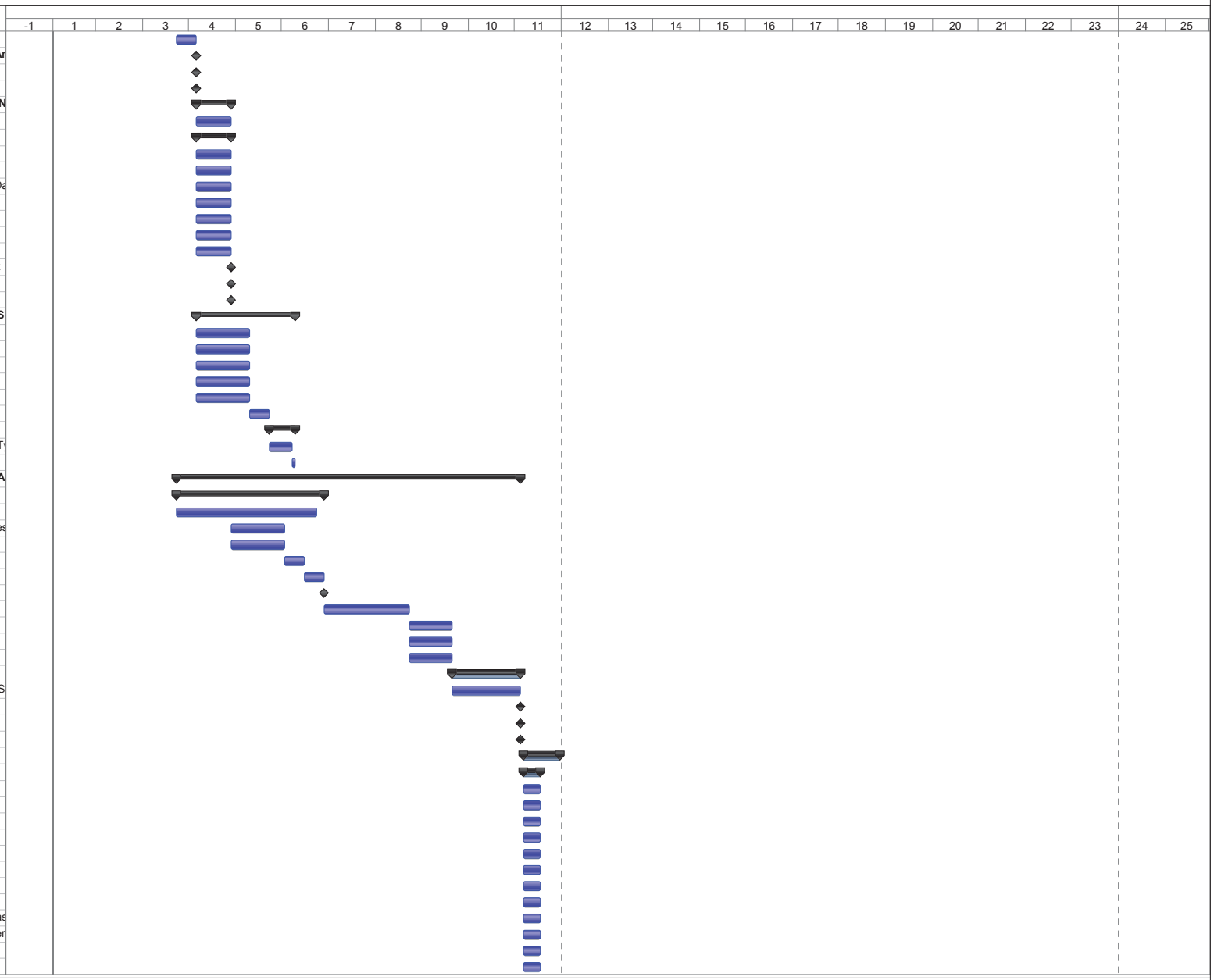


Project: Master Project - Number of M
Date: Wed 8/13/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Progress	
Split	External Tasks	Inactive Summary	Manual Summary	Deadline	
Milestone	External Milestone	Manual Task	Start-only		
Summary	Inactive Task	Duration-only	Finish-only		

Louisville, CO - Gantt Chart

ID	Task Name
122	Verification Conference Call
123	**Control Point 3 - Knowledge Transfer & Ar**
124	Client Sign-off on Test Plan
125	Client Sign-off on Conversion Plan
126	**Static Environment Test of To-Be Model - FIN**
127	Hand Enter Data Control Set
128	**Process "Live" Transactions**
129	Perform 5-day Transaction Test
130	Perform Reconciliation Test
131	Validate Form Design, Data & Transfer Da
132	Validate Reporting
133	Validate Process Flow
134	Security
135	Workflow
136	**Control Point 4 - Static Environment Test**
137	Sign-off on Control Set Performance
138	Client Sign-off to Move Forward
139	**Implementation - Form Design - FINANCIALS**
140	Create Form Designs
141	Merge Data with Form Designs
142	Load Forms on Tyler Forms Server
143	Test Form on Tyler Forms Printer
144	Create and Send Data Proofs to Client
145	Data Proof Acceptance
146	**Control Point 5 - Form Design**
147	Authorization to Load Forms on Client's T
148	Load Forms
149	**Implementation - Training and Testing - FINA**
150	**Data Population**
151	Conversion
152	Client Completes Building Auxiliary Tables
153	Complete Workflow
154	Test Against Quality Plan
155	Test Against Policies
156	Functional Leader Sign-off on Test
157	Training
158	Process Data and Parallels
159	Onsite Form Testing
160	Test Interfaces
161	**End User Training - Train the Trainer**
162	End User Training - Train Decentralized S
163	**Control Point 6 - Training and Testing**
164	Functional Leader Sign-off on Training
165	Client Sign-off to Move Forward
166	**Live Preparation - FINANCIALS**
167	**Go Live Planning**
168	GL Balances Conversion
169	Account Changes in 3rd Party Systems
170	Stress Testing Schedule
171	Legacy System Cut-Off Procedures
172	Imports/Exports Interfaces
173	Forms Status
174	Go-Live Processing
175	Review status of all conversions
176	Review schedule for Final Conversion Pas
177	Review all parameters in all modules - ver
178	Review ID Code Permissions in LIVE
179	Review Menu Security in LIVE



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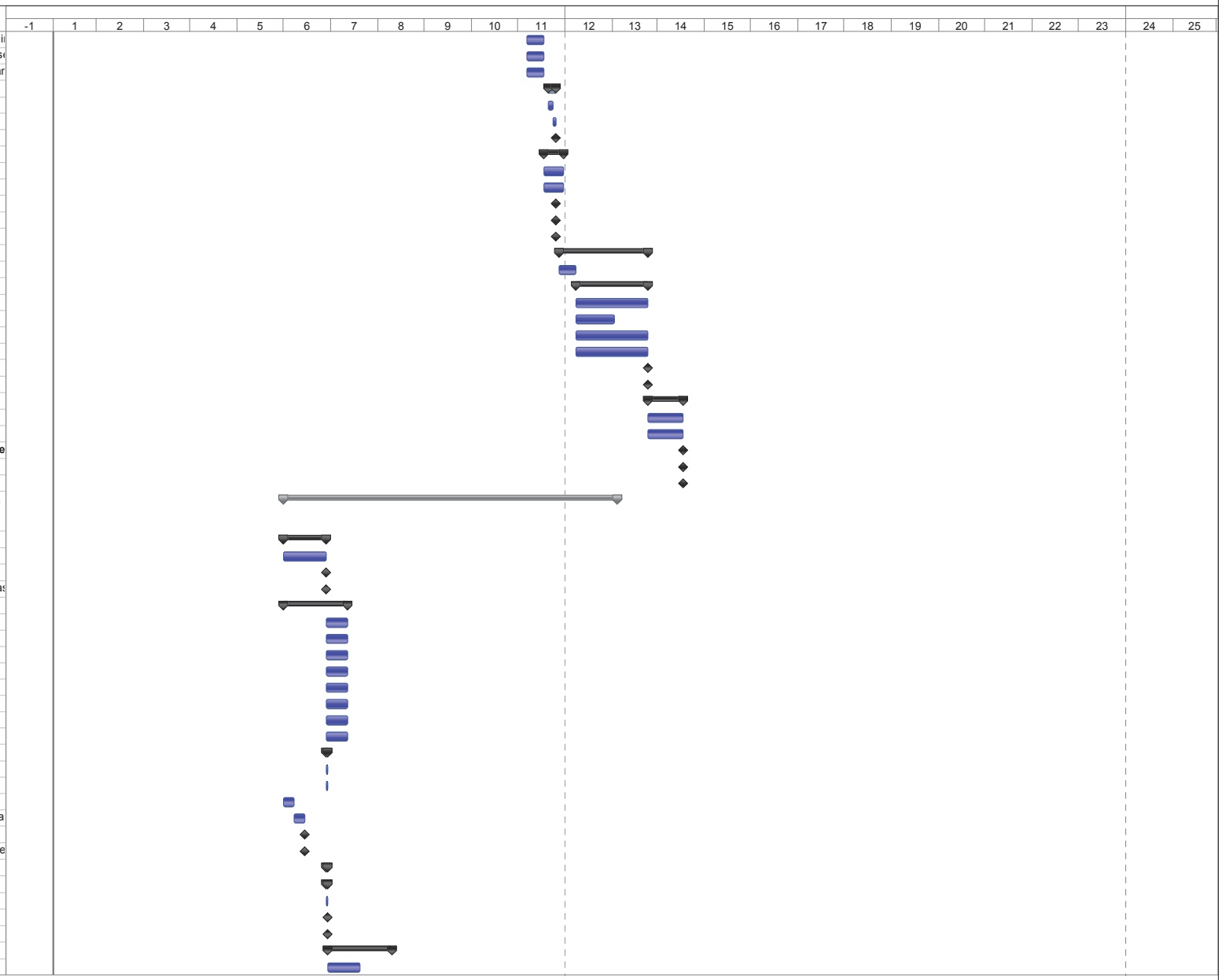
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

Louisville, CO - Gantt Chart

ID	Task Name
180	Review Workflow/Business Rules set up i
181	Run Full Table Validation in Live Databas
182	Verify all necessary hardware and softwar
183	**Final Conversion**
184	Final Conversion Runs
185	Final Conversion Validation
186	Load Final Conversion
187	**Final Training**
188	Open Lab Review Training
189	Stress Testing
190	**Control Point 7 - Live Preparation**
191	Conversion Acceptance
192	Client Sign-off to Begin Live Processing
193	**Live Processing - FINANCIALS**
194	Perform Live Processes
195	**Post Live Review**
196	Post Live Support
197	Reconciliation
198	Policy Review
199	Reporting
200	**Control Point 8 - Live Processing**
201	Client Sign-off on Post Live Review
202	**Phase or Project Closure - FINANCIALS**
203	Transition to Support & Customer Care
204	Document Lessons Learned
205	**Control Point 9 - Phase or Project Closure**
206	Functional Leaders Sign-off
207	Project Manager Sign-off
2	**Phase 2 - Payroll & Human Resources**
1	**Initiation - PR, HR, AT, ESS**
2	Project or Phase Kick-off
3	**Conrol Point 1 - Initiation Phase**
4	Authorization to Proceed to Planning Phas
5	**Project Planning - PR, HR, AT, ESS**
6	Scope Management
7	Schedule Management
8	Quality Management/Testing Plan
9	Communications Plan
10	Risk Management Plan
11	Change Management Plan
12	Resource Management Plan
13	Conversion Planning
14	**Tyler Forms Kick-off Conference Call**
15	Review Tyler Forms Processing
16	Discuss Printers and Equipment
17	Finalize Project Management Plans
18	Develop Schedule for Functional Leader Pha
19	**Control Point 2 - Planning Phase**
20	Client Sign-off on Plans/Phase I Schedule
21	**Structural Foundation - PR, HR, AT, ESS**
22	**Software Installation**
23	Verification Test
24	**Control Point 3 - Structural Foundation**
25	Authorization to move to Analysis
26	**Knowledge Transfer and Analysis - PR, HR**
27	As-Is To-Be Analysis Conducted by PM



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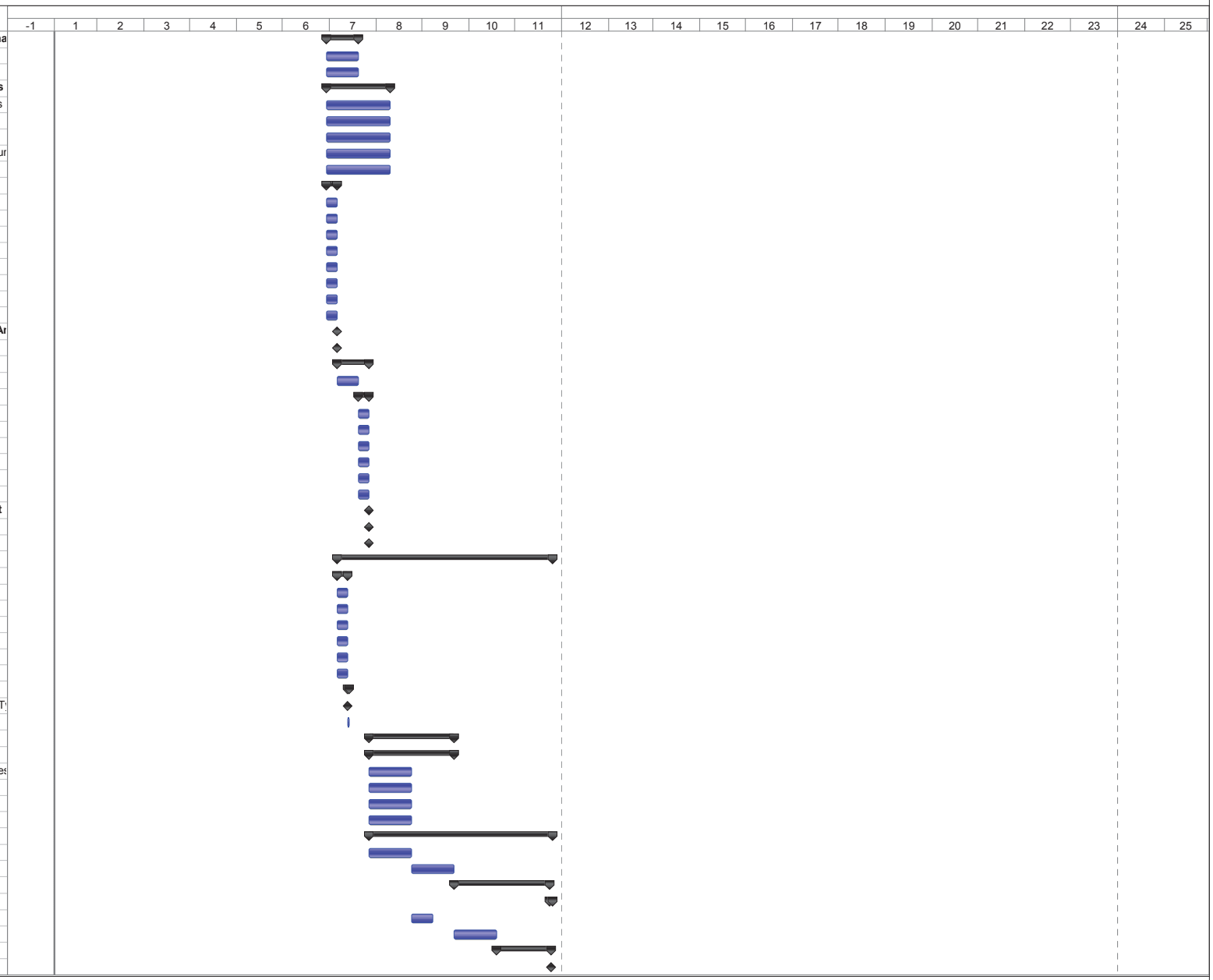
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

Louisville, CO - Gantt Chart

ID	Task Name
28	**Knowledge Transfer - MUNIS to Functiona**
29	Product Overview Demonstration
30	In Depth Analysis of MUNIS Options
31	**Knowledge Transfer - Functional Leaders**
32	Process Flow Charts and Questionnaires
33	Desired Changes in Business Policies
34	Auxiliary Table Analysis
35	Foundation Test Plan for Policies & Procedur
36	Conversions Analysis
37	**Forms Analysis**
38	Data File
39	Questionnaires
40	Form Templates
41	Form Mockups
42	Proof Order
43	Verification Conference Call
44	Workflow Analysis
45	Security Analysis
46	**Control Point 4 - Knowledge Transfer & Ar**
47	Client Sign-off on Test Plan
48	**Static Environment Test of To-Be Model**
49	Hand Enter Data Control Set
50	**Process "Live" Transactions**
51	Perform 5-day Transaction Test
52	Perform Reconciliation Test
53	Validate Reporting
54	Validate Design and Data
55	Validate Process Flow
56	Data to Tyler Forms
57	**Control Point 5 - Static Environment Test**
58	Sign-off on Control Set Performance
59	Client Sign-off to Move Forward
60	**Implementation - PR, HR, ESS, AT**
61	**Tyler Forms**
62	Create Form Designs
63	Merge Data with Form Designs
64	Load Forms on Tyler Forms Server
65	Test Form on Tyler Forms Printer
66	Create and Send Data Proofs to Client
67	Data Proof Acceptance
68	**Control Point 6 - Form Design**
69	Authorization to Load Forms on Client's T
70	Load Forms
71	**Data Population**
72	**Conversion**
85	Client Completes Building Auxiliary Tables
86	Complete Workflow set up
87	Test Against Quality Plan
88	Test Against Policies
89	**Training - PR, HR, AT**
90	Functional Lead Training
91	Core User Training
92	**Process Data and Parallels**
99	**Onsite Form Testing**
102	Test Interfaces
103	End User Training (train-the-trainer)
104	**Control Point 6 - Training and Testing**
105	Sign Off on Check Printing



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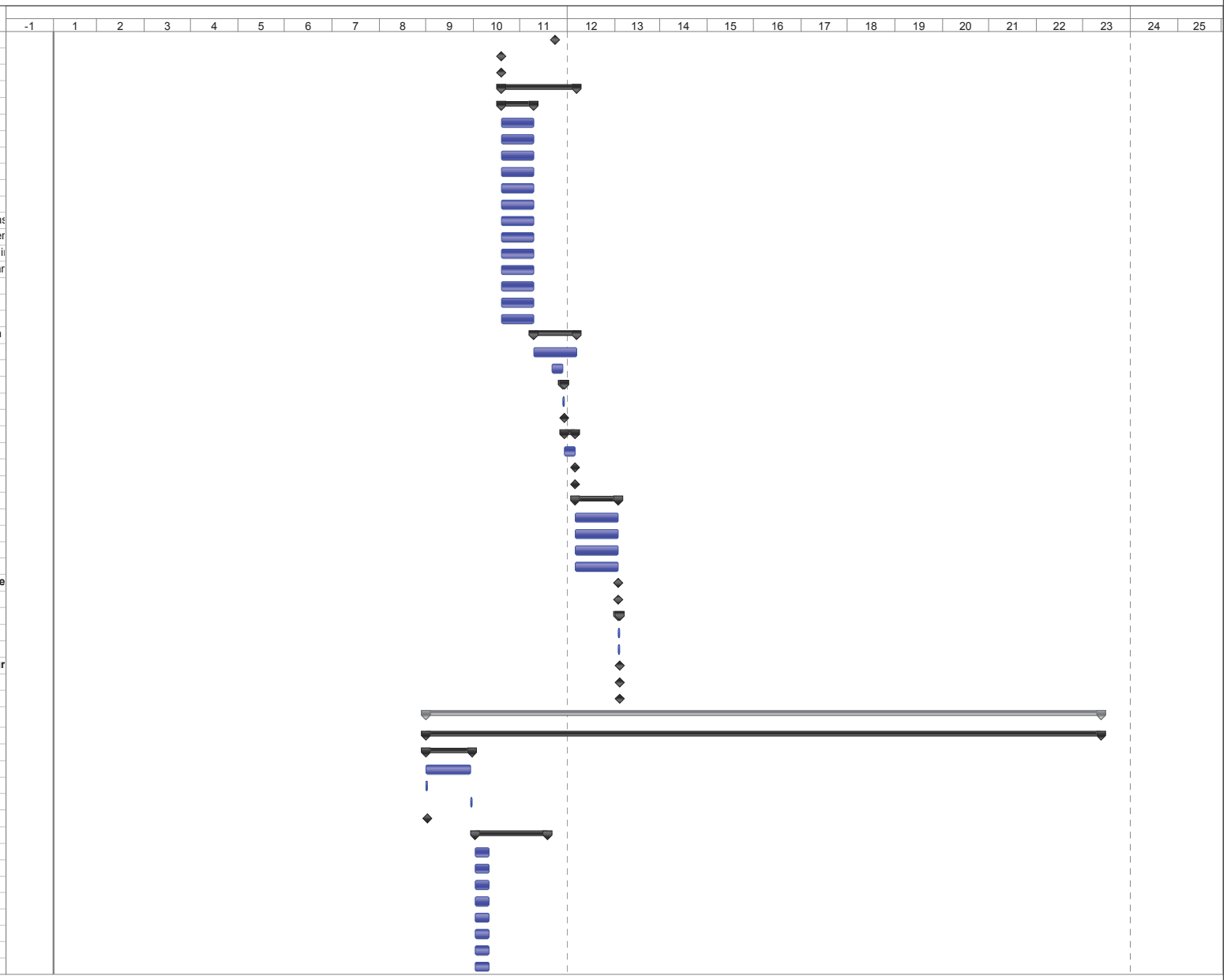
Summary	Inactive Task	Duration-only	Finish-only		

Louisville, CO - Gantt Chart

ID	Task Name
106	Sign Off on Live ACH File
107	Functional Leader Sign-off on Training
108	Client Sign-off to Move Forward
109	**Live Preparation - PR, HR**
110	**Go Live Planning**
111	Stress Testing Schedule
112	Cut-Off Procedures
113	Imports/Exports Interfaces
114	Forms Status
115	Go-Live Processing Plan
116	Review status of all conversions
117	Review schedule for Final Conversion Pas
118	Review all parameters in all modules - ver
119	Review Workflow/Business Rules set up i
120	Verify all necessary hardware and softwar
121	Final Direct Deposit pre-note to bank
122	Time entry schedule developed
123	Stress Testing Verification
124	**Final Training - Departmental Information**
125	Decentralized Training
126	Final Conversions
127	**Control Point 7 - Live Preparation**
128	Conversion Acceptance
129	Client Sign-off to Begin Live Processing
130	**Live Processing - PR, HR**
131	Perform Live Processes
132	**Control Point 8 - Live Processing**
133	Client Sign-off on Live Processing
134	**Post Live Processes**
135	Post Live Review
136	Reconciliation
137	Policy Review
138	Reporting
139	**Control Point 9 - Phase or Project Closure**
140	Functional Leaders Sign-off
141	**Phase or Project Closure - PR, HR, AT, ESS**
142	Transition to Support & Customer Care
143	Document Lessons Learned
144	**Control Point 10 - Phase or Project Closur**
145	Functional Leaders Sign-off
146	Project Manager Sign-off
3	**Phase 3 - EnerGov**
1	**Phase 1 - EnerGov**
2	**Initiation**
3	Contract Signing
4	Conduct Verification Test
5	Project Kick-Off
6	**Control Point - Initiation**
8	**Project Planning**
9	Scope Management
10	Schedule Management
11	Quality Management/Testing
12	Communication Plan
13	Risk Management
14	Change Management
15	Resource Management
16	Conversion Planning

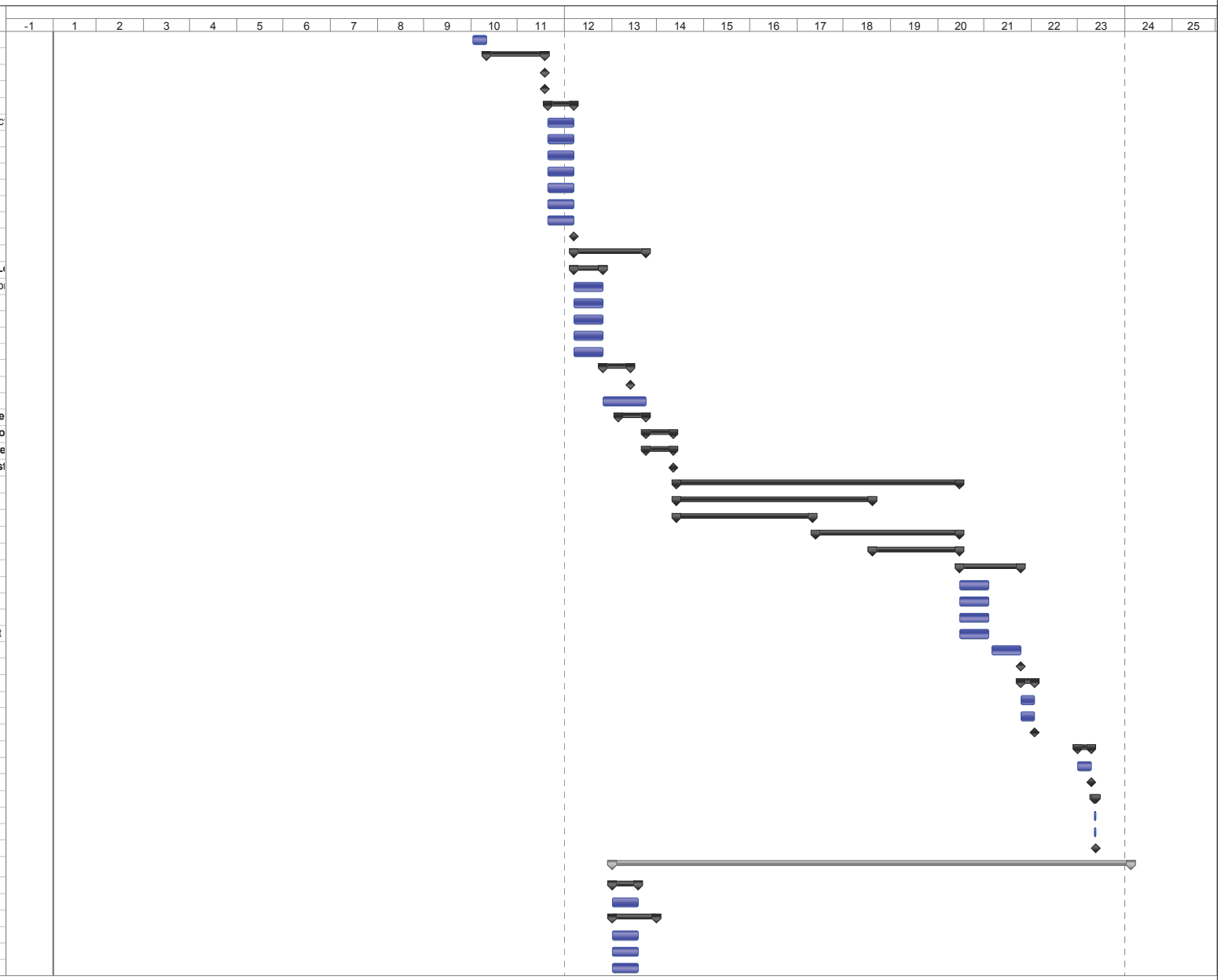


Project: Master Project - Number of M
Date: Wed 8/13/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

Louisville, CO - Gantt Chart

ID	Task Name
17	Existing Forms Review
18	**Tyler Forms Kick-off Conf Call**
23	Provide Initial Project Plan
24	**Control Point - Planning Phase**
26	**Structural Foundation**
27	Questionnaire and Current Business Prac
28	Parameters and Auxiliary Settings
29	Charge Code Structure Options
30	Interfaces
31	Reporting Needs
32	Import/Export File Layouts
33	System Administration Training
34	**Control Point - Structural Foundation**
36	**Knowledge Transfer and Analysis**
37	**Knowledge Transfer from Functional L**
39	Knowledge Transfer from Tyler to Functio
40	Product Overview Demonstration
41	Best Practices (if contracted)
42	Modifications/Interfaces Analysis
43	Conversion Analysis
44	**Forms - Analysis**
48	Deliver Final Project Plan to Client
49	Auxiliary Table Setup
50	**Control Point - Knowledge and Transfe**
55	**Static Enviornment Test (Set) of To Be Mo**
56	**To-Be Solution training with Hand-keye**
59	**Control Point - Static Environment Test**
63	**Implementation**
64	**Conversion Execution**
71	**Forms Execution**
78	**Implementation Training and Testing**
86	**Control Point - Implementation**
92	**Live Preparation**
93	Role Based Security Review
94	Auxiliary Tables Review
95	Verify Cash Station Functionality
96	Modifications moved to Live Environment
97	Conversion Final Pass
98	**Control Point - Live Preparation**
101	**Live Processing**
102	Perform Live Transactions in MUNIS
103	Onsite Go Live Support
104	**Control Point - Live Processing**
106	**Post Live Proceses**
107	Post Live Reconciliation
108	**Control Point - Post Live Processing**
110	**Phase Closure**
111	Document Lessons Learned
112	Transitional Services Call
113	**Control Point - Phase Closure**
4	**Phase 4 - Utility Billing**
1	**Initiation**
2	Phase Kick-Off
3	**Project Planning**
4	Scope Management
5	Schedule Management
6	Quality Management/Testing

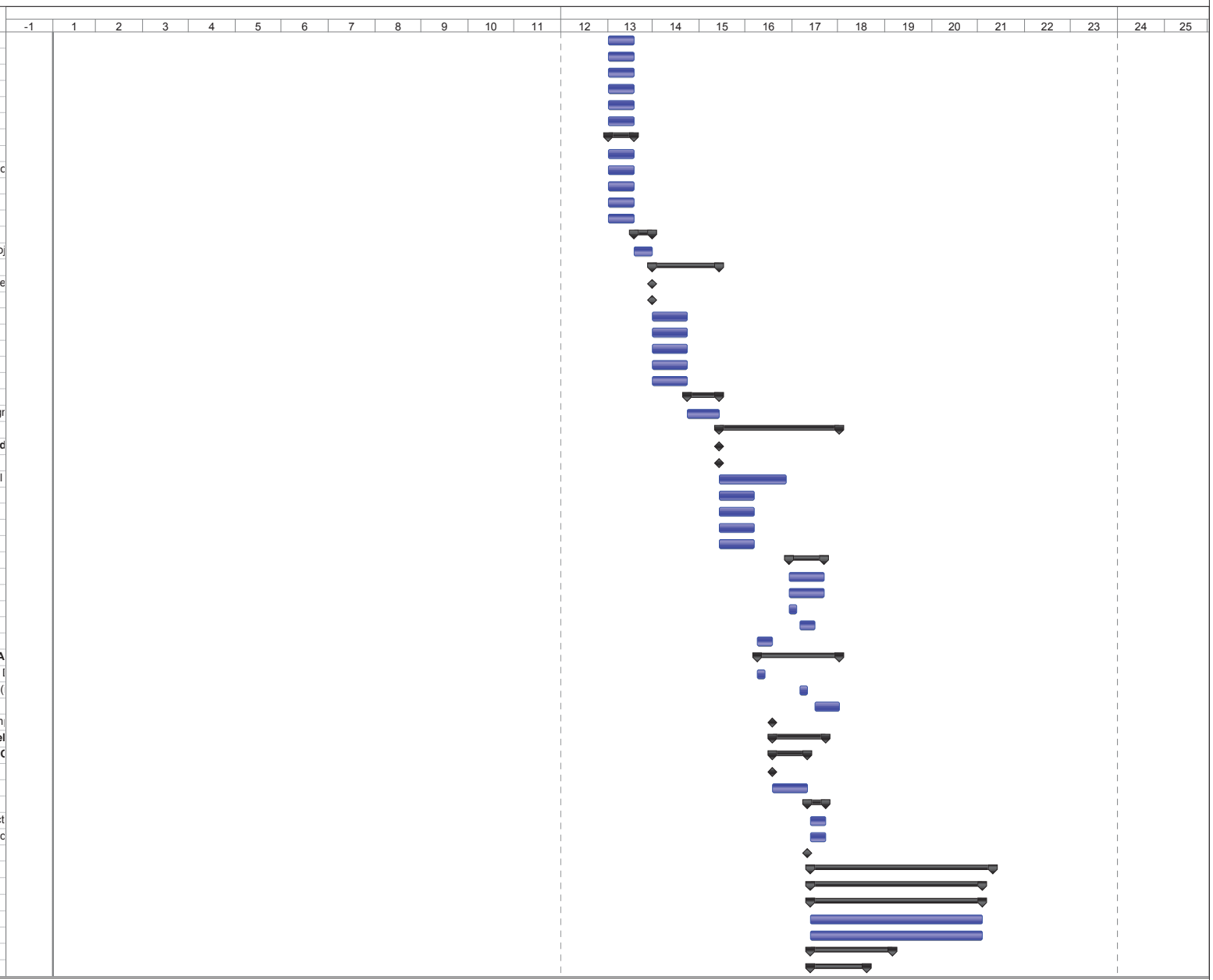


Project: Master Project - Number of M
Date: Wed 8/13/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

Louisville, CO - Gantt Chart

ID	Task Name
7	Communication Plan
8	Risk Management
9	Change Management
10	Resource Management
11	Conversion Planning
12	Existing Forms Review
13	**Tyler Forms Kick-off Conf Call**
14	Review Tyler Forms Process
15	Discuss Custom Programming & Impact c
16	Discuss Printers and Equipment
17	Establish Timelines
18	Provide Initial Project Plan
19	**Control Point - Planning Phase**
20	Client Acceptance of Plans and Initial Proj
21	**Structural Foundation**
22	Questionnaire and Current Business Practice
23	Parameters and Auxiliary Settings
24	Charge Code Structure Options
25	Interfaces
26	Reporting Needs
27	Import/Export File Layouts
28	System Administration Training
29	**Control Point - Structural Foundation**
30	Client Acceptance of Charge Code Desigr
31	**Knowledge Transfer and Analysis**
32	**Knowledge Transfer from Functional Lead**
33	Changes in Business Practice
34	Knowledge Transfer from Tyler to Functional
35	Product Overview Demonstration
36	Best Practices (if contracted)
37	Modifications/Interfaces Analysis
38	Conversion Analysis
39	**Forms - Analysis**
40	Proof Request Preparation
41	Proof Request Transmissions
42	Forms - Verification Conference Call
43	Deliver Final Project Plan to Client
44	Auxiliary Table Setup
45	**Control Point - Knowledge and Transfer A**
46	Client Acceptance of Client Specification I
47	Client Acceptance of Tyler Forms Quote (
48	Client Sign Off on Final Project Plan
49	Client Acceptance of Auxiliary Table Com
50	**Static Enviornment Test (Set) of To Be Model**
51	**To-Be Solution training with Hand-keyed C**
52	Test Desktop Procedures, if contracted
53	Static Environment Test
54	**Control Point - Static Environment Test**
55	Client Acceptance of Best Business Pract
56	Client Sign Off on Control Set Performanc
57	Client Authorization to Move Forward
58	**Implementation**
59	**Conversion Execution**
60	**Conversion Programming**
64	Data Population
65	Conversion Validation
66	**Forms Execution**
67	**Forms - Design**

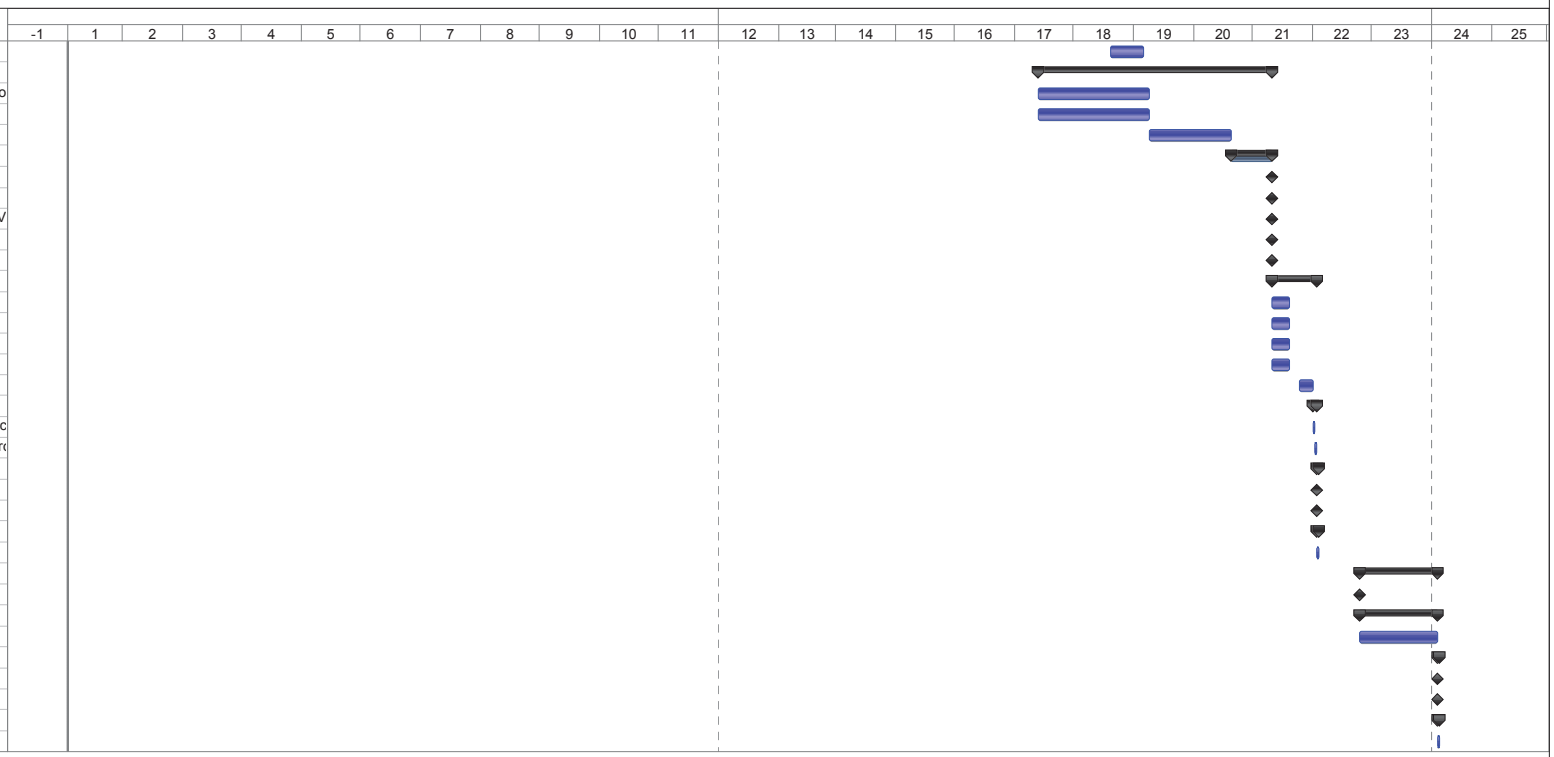


Project: Master Project - Number of M
Date: Wed 8/13/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only	
Summary		Inactive Task		Duration-only		Finish-only	

Louisville, CO - Gantt Chart

ID	Task Name
72	Forms Proofing
73	**Implementation Training and Testing**
74	Core User Training-Master Programs, Pro
75	Forms - Testing
76	End User Training
77	**User Acceptance Testing**
80	**Control Point - Implementation**
81	Client Acceptance of Conversion
82	Client Acceptance to Load Forms into LIV
83	Client Acceptance of Training
84	Client Authorization to Move Forward
85	**Live Preparation**
86	Role Based Security Review
87	Auxiliary Tables Review
88	Verify Cash Station Functionality
89	Modifications moved to Live Environment
90	Conversion Final Pass
91	**Control Point - Live Preparation**
92	Client Signs Final Conversion Signoff Doc
93	Client Sign Authorization to Begin Live Pr
94	**Live Processing**
95	Perform Live Transactions in MUNIS
96	Onsite Go Live Support
97	**Control Point - Live Processing**
98	Client Live on MUNIS
99	**Post Live Proceses**
100	Post Live Reconciliation
101	**Control Point - Post Live Processing**
102	Client Acceptance of Reconciliation Test
103	**Phase Closure**
104	Document Lessons Learned
105	Transitional Services Call
106	**Control Point - Phase Closure**
107	Client Acceptance of Project Closure



Project: Master Project - Number of M
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Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Progress	
Split		External Tasks		Inactive Summary		Manual Summary		Deadline	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

1.1.1 Deliverable Expectations

1.1.2 Tyler Functional Project Managers

Objective: Maintaining control of MUNIS deliverables, project scope, budgetary constraints, and communications.

Deliverables

- ≠ Project Plan by Phase
- ≠ Project Calendar
- ≠ MUNIS Status Reports
- ≠ Agendas
- ≠ Issues Tracking Sheet
- ≠ Account Reconciliation Tracking Sheet
- ≠ Change Order Forms

Format: All outputs of Tyler Project Management scope will be provided in soft copy.

1.1.3 Client Project Manager

Objective: Maintaining control of City tasks, internal project scope, internal budgetary constraints, internal resource management and communications.

Deliverables

- ≠ Resource Availability Calendar
- ≠ Internal Project Status Reports
- ≠ Critical Stop Sign-offs
- ≠ Schedule Acceptance Notice
- ≠ Issues Tracking Sheet
- ≠ Change Order Forms

Format: All outputs of Client Project Management scope will be provided in soft copy.

1.1.4 Risk Management

Objective: Defining methods and procedures for assessing and dealing with possible threats that could arise inside or outside the organization.

Deliverables

- ≠ Risk Management Plan
- ≠ Risk Register
- ≠ Status Reports

Format: Tyler will provide the base Risk Management Plan and Risk Register and work with the Client Project Manager and team to refine them to their final versions. These will be published on the Project SharePoint site. Risks will be jointly monitored on the Project SharePoint site, throughout the project.

1.1.5 Change Management

Objective: Develop Change Management Plan to ensure that all changes (i.e., scope, technical, schedule, and cost) are properly identified, evaluated, implemented or rejected, tested, and documented.

Deliverables

- ≠ Change Management Plan
- ≠ Change Management Tools

Format: Tyler and Client will co-develop the Change Management Plan. Tyler will provide the base Change Management Plan and work with the Client Project Manager and team to refine it to its final version. Unless specifically contracted, the client is responsible for the internal Change Management Process.

1.1.6 Quality Management Plan

Objective: To define metrics and processes for performing system testing and maintaining quality standards.

Tyler and Client will co-develop the Quality Management Plan. Tyler will provide the base Quality Management Plan and work with the Client Project Manager and team to refine it to its final version. Client owns responsibility for developing test scripts unless otherwise contracted. Policy Testing is a shared responsibility, reliant on Client providing updated Policy manuals for use in testing. Security, Integration, Unit and Regression Testing are shared tasks completed during all other testing processes. Parallel Testing is performed with certain applications and is a shared task for initial test and shifted to Client ownership for subsequent parallels.

Deliverables

- ≠ Quality Management Plan

Format: Quality Management Plan and Verification Test are delivered in soft format.

1.1.7 Communications Plan

Objective: To define the formal and informal communications that are critical throughout the Tyler project. The Plan includes specific information regarding the type of communication, purpose, scope, objectives, audience, responsibilities, format, and timing.

Tyler and Client will co-develop the Communication Plan. Tyler will provide the base Communication Management Plan and work with the Client Project Manager and team to refine it to its final version. Project Status Meetings and Project Team Meetings are internal to the client. Tyler Implementation Meetings are a shared responsibility. Project Status Reports are generated by the Tyler PM on a bi-weekly basis.

Deliverables

- ≠ Communications Management Plan
- ≠ Project Status Reports
- ≠ Tyler SharePoint site

- ≠ Agendas

Format: Agendas for meetings, the Communication Plan and Status Reports will be delivered in soft format.

1.1.8 Schedule Management

Objective: To define the process of how the master project schedule will be established, managed and modified.

Tyler and the Client will co-develop schedule management plan. Tyler will provide the base Schedule Management Plan and work with the Client Project Manager and team to refine it to its final version. Format: Calendars for Tyler activities will be delivered in soft format. Requests for Schedule Changes and Schedule Reporting will also be delivered in soft format.

Deliverables

- ≠ Schedule Management Plan
- ≠ Project Schedule

Format: Schedule Management Plan and Project Schedule will be delivered in soft format and published on the Project SharePoint site.

1.1.9 Scope Management Plan

Objective: To define the scope of activities performed under the Tyler Contract. Specifically, this describes the expectations, participant roles and responsibilities, and project approach to implementation of the suite of Tyler software modules.

Tyler and Client will co-develop the Scope Management Plan. Tyler will provide the base Scope Management Plan and work with the Client Project Manager and team to refine it to its final version

Deliverables

- ≠ Scope Management Plan
- ≠ Project Contract
- ≠ Statement of Work

Format: The Scope Management Plan will be delivered in soft format and published on the Project SharePoint site.

1.1.10 Resource Management Plan

Objective: To establish the processes that organize and manage the project team and the necessary physical resources for the project tasks.

Tyler and Client will co-develop the Resource Management Plan. Tyler will provide the base Resource Management Plan and work with the Client Project Manager and team to refine it to its final version The Client Project Manager is responsible for managing the plan as is applicable to internal resources. The Tyler Project Manager is responsible for managing the plan as is applicable to Tyler resources.

Deliverables

- ≠ Resource Management Plan

Format: The Resource Management Plan will be delivered in soft format and published on the Project SharePoint site.

1.1.11 Education Management Plan

Objective: Define the process of transferring knowledge bi-directionally between Tyler and the Client.

Tyler and Client will co-develop the Education Management Plan. Tyler will provide the base Education Management Plan and work with the Client Project Manager and team to refine it to its final version The Client Project Manager is responsible for managing the plan as is applicable to internal resources. The Tyler Project Manager is responsible for managing the plan as is applicable to Tyler resources.

Deliverables

- ≠ Education Management Plan

Format: The Education Management Plan will be delivered in soft format and published on the Project SharePoint site.

1.1.12 Conversion Processes

Objective: Plan and define the conversion process, identify activities, and define assumptions, complete conversion programming and proofing.

Tyler and Client will co-develop the Conversion Plan. Tyler will provide the base Conversion Plan and work with the Client Project Manager and team to refine it to its final version The Client Project Manager is responsible for managing the plan as is applicable to internal resources. The Tyler Project Manager is responsible for managing the plan as is applicable to Tyler resources. The Tyler Conversion Team is responsible for programming, running and loading the conversion. Tyler owns training Client on Data Verification process and assists in issue resolution. Client Project Manager owns Conversion Acceptance.

Deliverables

- ≠ Conversion Plan
- ≠ Contracted conversion files
- ≠ Tyler assistance/training on data validation

- Conversion Acceptance Sign-off

Format: The Conversion Plan will be delivered in soft format and published on the Project SharePoint site.

• Brief biographies of proposer's key staff who will be involved in the project

Tyler will provide information on Tyler personnel likely to be assigned to the City of Louisville's project. The resumes presented in Tyler's proposal reflect the caliber and experience that Tyler will assign to this project. Resources are assigned at the point of contract signing, and Tyler warrants that our staff will perform services in a professional, workman-like manner, consistent with industry standards. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources. Tyler will make every effort to ensure that the project resources assigned to City of Louisville's Project will meet the expectations of the Entity. In the event Tyler personnel provide services deemed unsatisfactory by the City of Louisville, Tyler will be given an opportunity to correct the deficiency.

Tyler Technologies Employee Resume	
Project Role	**Implementation Manager – Western Region**
Name	**Scott**
Years of Tyler Experience	**14+ years**
Department & Home Office	**Tempe, AZ**
Previous Projects & Roles	**City of Hillsboro, OR – Regional Manager** **City of Vista, CA – Regional Manager** **City of Southlake, TX – Regional Manager** **Spring Branch ISD, TX – Regional Manager**
Education- Institution Degree	**Colby College – Waterville, ME** **BS – Mathematics & Economics**
Professional Designations & Memberships	**Project Management Professional, PMP** **Certified Change Management Facilitator**
Previous Job History/Experience	**Software Developer – Software – 3 years** **Programmer – Software – 6 years**
Qualifications & Technical Skills	**Responsible for all Projects in Western Region** **Manager of Financial Development** **Manager of Utility Billing Development** **MS Office** **MS Project**

Tyler Technologies Employee Resume	
Project Role	Project Supervisor
Name	Carrie
Years of Tyler Experience	8+ years
Department & Home Office	Tempe, AZ
Previous Projects & Roles	City of Hobbs, NM – Project Manager City of Covina, CA – Project Manager City of Culver City, CA – Project Manager Pearland ISD, TX – Project Manager
Education- Institution Degree	Northern Arizona University – Flagstaff, AZ BS – Public Relations
Professional Designations & Memberships	Project Management Professional, PMP Certified Change Management Facilitator
Previous Job History/Experience	Credentialing Manager – Business Development – 2 years Internet Sales – Business Development – 5 years Customer Service – Software – 1 year
Qualifications & Technical Skills	PMO Development Member Implementer for more than 10 Munis Projects Project Manager for more than 30 Munis Projects Business Process Consulting Experience MS Office MS Project MS SharePoint Visio

Tyler Technologies Employee Resume	
Project Role	Implementation Analyst Manager
Name	Kevin
Years of Tyler Experience	10+ years
Department & Home Office	Yarmouth, ME
Previous Projects & Roles	Schaumburg, IL – Implementation Consultant Fairbanks, AK – Implementation Consultant Richmond, CA – Implementation Consultant Chino, CA – Implementation Consultant

Education- Institution Degree	Suffolk University – Boston, MA BS/BA – Computer Information Systems
Professional Designations & Memberships	Project Management Professional, PMP Certified Change Management Facilitator
Previous Job History/Experience	Analyst – Investment Services – 3 years Analyst – Financial Services – 12 years
Qualifications & Technical Skills	Implementer for more than 15 Munis projects Manager of Implementation Analyst, Content Documentation, and eLearning Teams Business Process Consulting Experience SQL XML PHP HTML5 MS SharePoint

Tyler Technologies Employee Resume	
Project Role	Implementation Analyst
Name	Richard
Years of Tyler Experience	6+ years
Department & Home Office	Peoria, AZ
Previous Projects & Roles	Katy ISD, TX – Implementation Consultant Clovis, CA – Implementation Consultant Union Public Schools, OK – Implementation Consultant Tulsa, OK – Implementation Consultant
Education- Institution Degree	University of Phoenix – Phoenix, AZ BS – Information Technology University of Rhode Island – Providence, RI BA – Marketing
Professional Designations & Memberships	Certified Change Management Facilitator
Previous Job History/Experience	Technology Manager – IT Hardware – 5 years IT Support – Web Development – 3 years Assistant Manager – Retail – 6 years

Qualifications & Technical Skills	Implementer for more than 20 Munis Projects MS Office Vizio Crystal SSRS SQL

Tyler Technologies Employee Resume	
Project Role	Project Manager
Name	Patricia
Years of Tyler Experience	8+ years
Department & Home Office	Las Vegas, NV
Previous Projects & Roles	Chino, CA – Project Manager Beverly Hills, CA – Project Manager Fairbanks, AK – Project Manager Boulder City, NV – Project Manager Woodinville Water District, WA – Project Manager
Education- Institution Degree	State University of New York – Albany, NY BA – Business Administration
Professional Designations & Memberships	
Previous Job History/Experience	Project Manager – Financial Consulting – 5 years Trader – Financial Services – 4 years Jury Administrator – Federal Court – 8 years
Qualifications & Technical Skills	Project Manager for more than 16 Munis Projects Implementer for more than 20 Munis Projects MS Office MS Access Vizio MS Project

Tyler Technologies Employee Resume	
Project Role	Project Manager
Name	Max
Years of Tyler Experience	11+ years
Department & Home Office	Austin, TX
Previous Projects & Roles	Boulder, CO – Project Manager Longmont, CO – Project Manager Victorville, CA – Project Manager Encina Wastewater Authority, CA – Project Manager South Correctional Entity, WA – Project Manager
Education- Institution Degree	Salem State University – Salem, MA BS – Political Science
Professional Designations & Memberships	Certified Change Management Facilitator Project Management Professional, PMP
Previous Job History/Experience	Consultant – Software – 5 years Consultant – Property Management – 1 year Supervisor – Facilities Management – 1 year
Qualifications & Technical Skills	Implementer for more than 25 Munis Projects Project Manager for more than 15 Munis Projects Business Process Consulting Experience MS Office MS Project SQL dbAccess

Tyler Technologies Employee Resume	
Project Role	Project Manager
Name	Kayla
Years of Tyler Experience	2+ years
Department & Home Office	St. Peters, MO
Previous Projects & Roles	Gillette, WY – Implementer Laramie County, WY – Implementer Ukiah, CA – Implementer Lynnwood, WA – Project Manager

	Pueblo, CO – Project Manager
Education- Institution Degree	University of Missouri – Columbia, MO Master of Accounting – Accounting Information Systems University of Missouri – Columbia, MO BS – Accounting
Professional Designations & Memberships	Project Management Professional, PMP
Previous Job History/Experience	Database Administrator – County Government– 4 Years IS/GIS Intern – County Government– 2 Years
Qualifications & Technical Skills	Implementer for more than 10 Munis Projects Project Manager for more than 5 Munis Projects MS Office MS Project MS SQL MySQL Crystal Reports SSRS

Tyler Technologies Employee Resume	
Project Role	Implementation Consultant
Name	Pamela
Years of Tyler Experience	3+ years
Department & Home Office	Chandler, AZ
Previous Projects & Roles	Gila River Indian Community, AZ – Implementer Lynnwood, WA – Implementer Sierra Vista, AZ – Implementer Boulder City, NV – Implementer
Education- Institution Degree	Northern Arizona University – Flagstaff, AZ BS – Accounting
Professional Designations & Memberships	Certified Paralegal Legal Document Preparer
Previous Job History/Experience	Consultant – Accounting and Human Resources – 8 years Paralegal – Law Firm – 20 years Manager – Human Resources – 1 year

	Manager – Financial Operations – 4 years
	Implementer for more than 20 Munis Projects Business Process Consulting Experience Organizational Consulting Experience MS Office Munis Reporting Cubes

Tyler Technologies Employee Resume	
Project Role	Implementation Consultant
Name	Steven
Years of Tyler Experience	9+ years
Department & Home Office	Silverdale, WA
Previous Projects & Roles	Hayward, CA – Implementer Missouri City, TX – Implementer Pueblo, CO – Implementer Victorville, CA – Implementer
Education- Institution Degree	Azusa Pacific University – Azusa, CA BS – Business Administration
Professional Designations & Memberships	Microsoft Systems Engineer – MCSE Microsoft Certified Trainer A+ Certified
Previous Job History/Experience	Purchasing Agent – Retail – 5 years Certified Trainer – Software – 5 years Owner – Retail Business – 10 years
Qualifications & Technical Skills	Implementer for more than 15 Munis Projects Implementer for more than 50 Eden Projects MS Office MS Access MS Project SQL Crystal Reports

Tyler Technologies Employee Resume	
Project Role	Implementation Consultant
Name	Catherine
Years of Tyler Experience	10+ years
Department & Home Office	Seattle, WA
Previous Projects & Roles	West Contra Costa USD, CA – Implementer Beverly Hills, CA – Implementer Guam DOE, Guam – Implementer Gillette, WY – Implementer
Education- Institution Degree	Cumberland County College – Vineland, NJ BS – Accounting and Business
Professional Designations & Memberships	
Previous Job History/Experience	Trainer/Customer Support – Software – 4 years Implementation Manager – Software – 2 years Service Manager – Software – 5 years Office Mgr – Construction – 9 years
Qualifications & Technical Skills	Implementer for more than 20 Munis Projects Implementer for more than 35 Eden Projects MS Office

Tyler Technologies Employee Resume	
Project Role	Implementation Consultant
Name	Shalee
Years of Tyler Experience	1+ years
Department & Home Office	Tempe, AZ
Previous Projects & Roles	El Paso County, TX – Implementer Ector County, TX – Implementer
Education- Institution Degree	Eastern Arizona College – Thatcher, AZ AAS – Business Administration University of Phoenix – Phoenix, AZ BS – Business Administration University of Phoenix – Phoenix, AZ

	MBA – Administration
Professional Designations & Memberships	
Previous Job History/Experience	Book Keeper – Retail – 3 years Teacher – Public School – 2 years Business Manager – Public School – 9 years Director of Finance –Public School – 2 years
Qualifications & Technical Skills	Dedicated Implementer for El Paso County, TX MS Office MS Access Infinite Visions

Tyler Technologies Employee Resume	
Project Role	Implementation Consultant
Name	Victoria
Years of Tyler Experience	1+ years
Department & Home Office	Phoenix, AZ
Previous Projects & Roles	City of Lewiston, ID – Implementer Eddy County, NM – Implementer City of Boulder, CO – Implementer Ector County, TX – Implementer
Education- Institution Degree	University of Phoenix – Phoenix, AZ BS – Business Management University of Phoenix – Phoenix, AZ MBA – Business Administration
Professional Designations & Memberships	
Previous Job History/Experience	Support Coordinator – Software – 2 years Training Coordinator – Construction – 9 years Executive Assistant – Construction – 4 years
Qualifications & Technical Skills	Implementer for more than 5 Munis Projects Custom Documentation Experience MS Office Visio

Section 7 Ongoing Support Services

Section 7 – Ongoing Support Services

Specify the nature of any post-implementation support provided by the proposer including:

• Telephone support (e.g., toll-free support hotline, hours of operation, etc.)

Tyler knows that satisfied clients—more than any other single factor—determine a company's ongoing success. We also recognize that client support is a key component of customer satisfaction. That's why we provide our clients with support in a variety of ways. We want to ensure they maximize their use of Munis, receiving the best return on their investment.

Some companies contract out application support to a third party with service background but limited product knowledge. In contrast, Tyler offers a complete solution, with all Munis customer support services provided by in-house expertise. Our mission is to deliver superior service by providing timely response and call closure, resulting in a high-level of client satisfaction. Our technical support teams are trained to maintain the professional standards of HDI, a global certification body dedicated to the technical service and support industry. Our technical support technicians earn their HDI certification to maintain the high-level of support and expertise to our clients. With more than 92 percent of our technical staff HDI certified, Munis technical support has earned the HDI Team Certification Award.

The Munis support solution includes the following services, described in detail in the sections that follow:

Munis Technical Support	Included with Annual Support
Software Development and Updates	Included with Annual Support
OS/DBA Support	Optional
Application Hosting	Optional
Disaster Recovery	Optional
Consulting Solutions	Optional
Customer Portal and Website	Included with Annual Support
Local User Groups	Included with Annual Support
Annual User Conference	Optional

7.1.1 Munis Technical Support

Customer support averages a 75 percent incoming call handling response rate; three out of four incidents are worked on immediately by technical support. The remaining 25 percent of the calls are returned within one business hour, unless received at the end of the day; those calls are returned the next morning.

7.1.1.1 Focused by Application

Munis technical support is divided into application-specific teams, plus a separate team for Operating System / Database Administration (OS/DBA) contract clients. Application-specific teams allow a technician to focus on a group of applications and therefore offer a high level of product expertise to our clients. Along with expertise in the Munis applications, technical support strives to understand your business needs and offer solutions that fit those needs.

7.1.1.2 Call Tracking and Priorities

Tyler records all client contacts in a customer relationship management system. This system tracks the history of each incident, including the person calling, time, priority level, problem description, support recommendations, client feedback, and resolution.

A priority is assigned to each call logged based on client's deadlines:

#	Description	Average Days Open
1	Critical Issue – system is down	<24 Hours
2	Severe issue, but there is a work around	10 days or less
3	Important issue – not severe	30 days or less
4	Lowest priority issues	60 days or less

For system applications, standard phone support coverage is detailed below. The client can also contract with Tyler for support service outside of standard hours.

Standard support hours

Munis Financials	8:00 a.m. - 9:00 p.m. EST (Monday-Friday)
Munis Payroll/HR	8:00 a.m. - 9:00 p.m. EST (Monday-Friday)
Munis Tax/Other Revenue and Collections	8:00 a.m. - 6:00 p.m. EST (Monday-Friday)
Munis Utility Billing and Collections	8:00 a.m. - 8:00 p.m. EST (Monday-Friday)
OS/DBA	8:00 a.m. - 9:00 p.m. EST (Monday-Friday)
Tyler Forms & Reporting Services	8:00 a.m. - 9:00 p.m. EST (Monday-Friday)

7.1.1.3 Call Escalation Process

Each day, support product managers and senior support analysts review open priority 1 calls in their focus area to monitor progress.

Other priority calls still open are reviewed periodically and escalated as required. The priority of a given call may be modified as Tyler becomes more informed about the circumstances surrounding an issue. For example, a lower priority call may become higher priority if further research reveals a more critical issue or a previously unknown deadline or penalty.

• Availability of future upgrades and product enhancements

Munis Release	Early Adoption (EA)	General Availability (GA)	Feature Complete (FC)	Next Release Planning (NRP)	Last W-2 / 1099 Year End	Product Retired (PR)	Customers Live as of June 15, 2014
* Version 11.2	Feb 2016	Apr 2016	Mar 2018	Sep 2018	2018	Apr 2019	Not Available
* Version 11.1	Feb 2015	Apr 2015	Mar 2017	Sep 2017	2017	Apr 2018	Not Available
Version 11.0	Apr 2014	Jun 2014	Mar 2016	Sep 2016	2016	Apr 2017	Not Available
Version 10.5	Feb 2014	Apr 2014	Mar 2016	Sep 2016	2016	Apr 2017	114
Version 10.4	Aug 2013	Nov 2013	Sep 2015	Dec 2015	2015	Apr 2016	36
Version 10.3	Feb 2013	Mar 2013	Mar 2015	Sep 2015	2015	Apr 2016	415
Version 10.2	Aug 2012	Sep 2012	Sep 2014	Dec 2014	2014	Apr 2015	45
Version 9.4	Aug 2012	Sep 2012	Sep 2014	Dec 2014	2014	Apr 2015	358
Version 9.3	Feb 2012	Mar 2012	Mar 2014	Sep 2014	2014	Apr 2015	252

• Details regarding how future software updates will be accomplished, tested, and then implemented.

7.1.2 Software Development

7.1.2.1 Development Organizational Structure

Tyler Technologies is committed to providing easy-to-use and technology-rich software to the public sector. Tyler provides dedicated application development teams that are focused on, and experts in, the market trends, product usage, and client needs in each respective Munis module. By mentoring strong employees that are both technology savvy as well product experts, Tyler creates an environment where best-practices solutions are developed.

7.1.2.2 Emerging Technologies

Dedicated technology and infrastructure teams ensure that emerging technology trends are researched and evaluated for practical application within the public sector. When an emerging technology shows promise, they develop prototypes so that we can make educated decisions to determine if they will benefit our clients and products.

For example, the technology team was instrumental in shaping the mobility strategy for Munis:

- ≠ Get the technology out to where the work happens
- ≠ Focus on manageable transactions
- ≠ Responsive first, apps second
- ≠ Make educated decisions about platforms supported
- ≠ User experience is vital to success
- ≠ Should this feature be “Mobile First?”
- ≠ One size does not fit all

7.1.2.3 Client-Centric Development

Tyler's development priorities are heavily influenced by client needs and feedback. Development works closely with Tyler implementation and support staff to maintain a good pulse on the day-to-day needs and concerns of our clients. Development product managers and other staff interact with clients—via the annual user conference, user groups, site visits and other client interactions—to collaborate on product direction, recent improvements and near-term development plans as well as to solicit feedback.

7.1.2.4 User Experience

User experience is Tyler's priority. Our user-centric development process includes usability analysts certified by Human Factors International, the largest user-centered design company in the world. Tyler's usability, research and design experts understand our users at work through research. They gather insights from your background, goals, needs, interactions and pain points. Then they apply these insights to the design of our products, creating software that is easy to use. Focusing on user experience results in lower cost implementations that are on time and on budget, fewer support calls, and fewer questions for Munis administrators—all to the advantage of our clients. Tyler clients maximize end-user productivity by implementing Munis, translating directly to increased efficiency and effectiveness in their business operations. By focusing exclusively on the public sector, we've learned what the public sector requires from an ERP system. And we know how to deliver it.

7.1.2.5 Evergreen Philosophy

An essential piece of Tyler's development methodology is our Evergreen Philosophy. This approach of continual improvement provides ongoing benefit to our clients. Each Munis version consistently builds on the customers' investment of past versions by retaining feature sets and updating their underlying technology and look and feel. In addition, as customer ideas and modifications are placed into the product, all Munis clients benefit as the new enhancements converge into a shared, single source code stream. This means there is no risk of enhancements disappearing upon upgrade, customizations being lost, areas being unique to a particular customer, or customizations being re-charged for upon upgrade. The Evergreen evolution approach provides lasting value from a product perspective as an individual site benefits from not only their own product enhancement requests, but also of those requested by other Munis users. More importantly, this guarantees greater quality control coverage, better supportability, and more consistent implementation and training. In short, the Evergreen approach has made Tyler development the leader in the industry today by creating the best of both worlds—the stability and standardization of off-the-shelf software, coupled with the flexibility, specialization and growth associated with client-focused customization.

7.1.3 Software Updates

7.1.3.1 Major Releases

Software updates are made available as outlined in the Munis Support Agreement. Most commonly, Tyler distributes one major Munis release each year. Each release has a clearly defined life-cycle to allow for release planning. It is recommend that clients identify a projected upgrade path/frequency from which they can plan any necessary infrastructure upgrades, modification targets, and go-live dates. Staying current on these releases ensures that clients can take advantage of the latest enhancements, technology, and fixes.

7.1.3.2 Software Fixes

In addition to major version updates, Munis offers a mechanism by which clients may load incremental and distinct fixes on top of their installed version. These fixes are delivered via the Munis Internet Update (MIU) application. This simple, easy-to-use admin console allows administrators to pick-and-choose distinct fixes, monitor installed fixes, and is schedule downloads. Fixes are made available on a daily basis as they are completed and tested. This tool puts control in your hands to selectively determine which fixes are important to you and your business processes. Custom modifications are made available via the MIU, as well.

7.1.3.3 Issue Tracking

Development utilizes a robust issue tracking system to log, monitor, and document all efforts related to a given issue. These issues, or work tickets, may be classified as a Bug, an Enhancement, or Mandatory Enhancement. These issue numbers become the unique tracking number for a given development effort—whether fix or enhancement. The issue number is viewable via the MIU, once available, as well as via the Tyler Content Portal and other support resources.

7.1.3.4 Knowledge Transfer

With each release, a large number of important fixes and competitive improvements are made to the product. Making users aware of these ongoing changes is paramount to our development processes. Standard release notes are made available listing the issue number and a synopsis of the change. Yet, Tyler development takes knowledge transfer even further. Each program toolbar includes a “light bulb” option which alerts users of enhancements specific to the program they are currently utilizing. This feature includes changes from the current version as well as past versions. From the “light bulb” screen, additional program-specific knowledge-base (KB) content and help can be accessed. Each release cycle, Major Enhancement Overview are published and/or broadcast via webinar to highlight the top enhancement in in product area.

7.1.4 Product Enhancement Process

Client feedback is essential to Tyler. While some modifications are determined and scheduled at the time of contract signing, more commonly, additional ideas and needs may become evident as users utilize the software during implementation and beyond. Tyler offers two options for clients to voice their product feedback: (a) client product suggestions, and (b) requests for quotes. Both can be accessed from the Tyler Community Enhancement Request page.

7.1.4.1 Product Suggestions

The Product Suggestion process allows for client to voice ideas and suggestions for areas of interest. Tyler provides a web form to allow the interested party to submit details about the suggestion as well as themselves. These details are then automatically routed to development resources for review In the case of product suggestions, such submissions are treated as “for your consideration” suggestions, and do not mandate a formal response, per our policy. However, periodically throughout the year, product-specific application teams review these suggestions to identify patterns within suggestions and to determine areas of the product that may need enhancement.

7.1.4.2 Request for Quote

The request for quote process similarly allows clients to detail product ideas and route those submissions to development staff for review. Upon submission, each request is assigned a unique tracking number and emailed to the submitter. In the case of request for quotes, the expectation is that the client is looking for a quote/estimate on a cost to complete the work. As such, per our policy, a formal response is provided for these submissions. Where possible, the formal response is reviewed within 30-60 days of submission. The response includes a brief summary of the proposed work and a cost and timeframe estimate. Clients are then required to sign-off on the request for quote (within the stated sign-off period) in order for development to proceed with the change. Completed modifications resulting from this process are incorporated into the product per the standard Software Development Process outlined above. Only serious submissions should be processed via the request for quote process; all others should flow through the Product Suggestion process.

- Availability of user groups

7.1.4.3 Local User Groups

Tyler clients benefit from networking and peer-to-peer collaboration through local Munis user groups. The majority of user groups are run by clients, who set the meeting agenda, location and frequency, assign topics, and involve the Tyler resources they need. In large states, there may be several user groups or different sessions planned.

Tyler provides staff to demonstrate new functionality, and assist with materials and collateral. During the sessions, Tyler representatives collect important feedback and report back to Munis product managers. Many clients form lasting connections with other Munis users within these groups, and help to make each other better users of Munis.

7.1.4.4 Annual User Conference

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products, including Munis. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. Clients can learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Client input from past conferences continues to impact significantly the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

- Problem reporting and resolution procedures

Tyler records all client contacts in a Customer Relationship Management (CRM) system. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, problem description, support recommendations, client feedback, and resolution.

Customers can report a problem by phone, the web, or email. Resolutions will either be communicated during the call or communication method, or a follow-up procedure for resolution will be established.

- Other support (e.g., onsite; remote dial-in; web site access to patches; fixes; knowledge base; etc.)

7.1.4.5 Remote Diagnostic Tool

Tyler uses Citrix's® GoToAssist™ as its remote support solution via the Internet. Our support staff can share the client's desktop screen and view the user's site-specific application set up. GoToAssist is a fast, easy-to-use tool that provides a highly secure connection with 128 bit, end-to-end AES encryption. Every GoToAssist session is recorded and stored for 90 days and we survey customers immediately following each session to gather valuable feedback.

7.1.4.6 Online Support

In addition to phone support, clients can log incidents on the Online Support Incidents tool. The tool provides 24/7 access via the Client Support website, allowing our clients to submit and update incidents. All account and incident data are available in real time via the Online Support Incident tool, which keeps our client's information completely current.

7.1.4.7 Support Account Management

In addition to the full spectrum of support options outlined above, Tyler provides further client direction through the use of specialized Support Account Management. Our Support Account Management (SAM) process is designed to guide new clients through the transition from implementation to production use of Munis. During the implementation process, each client develops a strong relationship with their assigned Munis implementation team. In order to facilitate the transition process to the Munis support team after

go-live, Tyler developed our SAM team to help plan for key processes and build new relationships with the 100+ support team members. SAM's proactive team members work to aid new clients with:

- Understanding the support tools and processes
- Preparing for key processes (fiscal year end, budgeting, reconciliation, first upgrade)
- Staying current with Munis releases and the life cycle of each version; enabling clients to take advantage of new functionality
- Utilizing custom modifications fully and to fulfill any unique business practices/goals post-live

Each client is assigned a product SAM, who proactively works for the client on upcoming key processes, provides insight and advice for success.

7.1.5 Operating System/Database Administration (OS/DBA)

OS/DBA services expand the available choices of technical experts available to optimize operations. As experts to support your IT staff, OS/DBA professionals offer in-depth knowledge of proprietary Tyler technology products and work to bridge the gap with third party systems.

The OS/DBA team provides enhanced database support including operating system and database management services, such as installations, upgrades, system maintenance, system administrator training and database tuning. Our team is a single resource for many functions, from server support and remote system monitoring to data recovery and upgrade services.

In addition to specializing in Microsoft Operating Systems (server and workstation), SQL database engines and network configuration, our team holds industry certifications, such as Microsoft Certified Systems Engineer (MCSE) and Microsoft Certified IT Professional (MCITP).

These services are available to all clients on a contract basis. For non-OSDBA clients, individual services are available on a fee-per-incident basis.

7.1.6 Cloud-Based Application Hosting

Many clients elect to delegate ERP administration (software and hardware) to Tyler by subscribing to SaaS (Software as a Service) offering. With the Tyler SaaS solution, Tyler will host and manage the applications from our state-of-the-art data center. SaaS experts will provide the ongoing support, maintenance, and upgrades of the applications, hardware, and operating system. This allows a client to shift IT resources from ERP administration and support to other mission critical initiatives. The software is leased for a set annual fee and there are no server acquisition costs or upgrade charges.

7.1.6.1 Tyler Data Center

The Tyler SaaS data centers are built with no single point of failure. SQL servers and our CISCO UCS equipment are setup for load balancing. Firewalls, VPN management, routers, and storage are all setup in a highly available configuration. Multiple ISPs are present with diverse paths to the Internet.

The data center utilizes multiple Internet Service Providers for redundancy and also has a diesel generator designed to power the entire data center for multiple days without power.

In the case of a complete failure of the primary data center, an off-site mirrored center, located in Dallas, TX, is available.

7.1.7 Disaster Recovery

Disaster Recovery (DR) services ensure a Tyler client's critical processes and information are never compromised or lost. Tyler provides the servers, the operations staff and secures client data in Tyler's data centers in Yarmouth, ME and Dallas, TX.

Utilizing Tyler's secure data centers, the Disaster Recovery team copies client data each night, thereby ensuring all critical users always have access to data via the Internet using a SSL (Secure Sockets Layer) VPN client or by traveling to one of the two Tyler locations in an emergency. The Disaster Recovery team works with each client to identify critical business processes, as well as define and document recovery procedures.

7.1.8 Consulting Solutions

Tyler Consulting Services provides resources to increase performance and productivity for their client. Each service offers a unique tool to clients in order to facilitate on-going support, as listed below:

- ≠ Tyler Process Solution helps clients determine how they can improve and streamline processes utilizing recommended best business practices and client decision requirements
- ≠ Desk Procedures service provides specific and tailored user manuals to the client
- ≠ Tyler Change Management Services work to eliminate the uncertainty associated with implementing a new software system

yler experts in Consulting Services will provide a proposal based on the project's unique scope and demands to meet the needs and requirements of each client.

7.1.9 Customer Portal and Website

Like most websites, www.tylertech.com is designed to provide information to clients, employees, and prospects.

One aspect that stands apart is Customer Tools. This section provides valuable information of specific interest to the client base. For example, clients can:

- ≠ Research server requirements and hardware installation instructions through the Operating System / Database Administration (OSD/BA) wiki on Tyler Community
- ≠ Review and register to attend the annual user conference or regional user group meetings
- ≠ Download information about Munis releases, online manuals, trouble saving tips, and Microsoft Sequel Server Report Service® templates via the KnowledgeBase
- ≠ Log and review support incidents via the Online Support Incidents tool
- ≠ Communicate with other Munis users on our various user forums within Tyler Community
- ≠ Tyler's website offers several portals for support, including ordering tax forms from Tyler Business Forms, accessing FAQs and product information sheets, and more

7.1.10 Tyler Community

Tyler Community provides a secure, online setting where clients can go to find answers to common problems, connect with other Tyler users to share ideas, answer posted questions, and communicate information that is available anytime. Based on a social networking platform, Tyler Community includes blogs, forums, files, and wikis where both clients and Tyler employees can contribute. Clients and employees use Tyler Community as a dynamic way to troubleshoot problems and share best practices with Tyler's vast Munis community.

Additional benefits include:

- State user groups create an environment for clients to easily communicate legislative changes and state-specific subject matter
- Easy access to current information on critical issues
- Helpful technical tips from subject matter experts
- Powerful search capabilities across forums, wikis, files and people

7.1.11 Tyler University

Tyler University is an eLearning solution to enhance support and training of your employees. Through this learning management system developed by Tyler Technologies, new and existing employees are provided an on-demand solution to acquire and refresh the skills needed to successfully implement and use Munis day-to-day.

Tyler University's core modules include: financials, human resources, payroll and technology. Employees in the finance department can train on a wide range of topics from req-to-check, including requisition entry, creating a change order for a purchase order and purchase order receiving. For the human resources and payroll staff, Tyler University offers courses on the complete payroll process, the power of employee building and applicant tracking. For system administrators, courses include topics on role based security design, administering the dashboard and role synchronization from Munis into Tyler Content Manager. Courses are being added continuously into Tyler University, making it a vital resource for new employees and cross training your team.

7.1.12 Online Help

Munis applications include an online help function that provides field and procedural information to assist you in completing program tasks. When you are in a program and click the help button, the program displays support topics for that program. It is formatted to provide you with a general overview of the program or the selected program screen, descriptions of the fields on the screen, and procedures for completing the tasks within the program. The online help function also includes a table of contents, from which you can select help for other programs within a product, as well as information for accessing the Munis KnowledgeBase and the technical support group.

7.1.13 Release Notes

Release notes provide a brief description of each product change, along with a list of programs affected by the changes. Release notes are organized by product so that clients can easily find the changes that affect their organization. By accessing the Release Administration program within Munis, clients can review enhancements, open issues and fixes for a specific release by module and program in real time detail.

7.1.14 Munis KnowledgeBase

The Munis KnowledgeBase provides users with a single, easily accessible location to find all available documentation on the Munis products and other widely used technology products that integrate with Munis. A user-friendly search screen is located on the www.tylertech.com website. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises, eLearning classes and much more.

Section 8 Cost Summary

Section 8 – Cost Summary Provide a detailed total cost of the proposed solution complete with costs for all software licenses, support, training, and implementation services being proposed.

In the event of a conflict between a template pricing form and Tyler's customized Investment Summary, Tyler's Investment Summary shall control.

In the event a contract is awarded to Tyler as a result of or in connection with the submission of this Proposal, Client shall have the restricted right to disclose the entire contract dollar amount, however this disclosure may not include itemized data herein to the extent provided in the resulting contract.

8.1 Tyler Investment Summary / Self Hosted

Please reference Tyler Investment Summary / Self Hosted on the following pages.

Quoted By:	Adam Griffiths
Date:	8/11/2014
Quote Expiration:	1/25/2015
Quote Name:	City of Louisville-ERP-Munis
Quote Number:	2014-9315
Quote Description:	Munis ERP Software and Services

Sales Quotation For

City of Louisville
749 Main Street
Louisville, Colorado 80027
Phone (303) 666-6565

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$29,000.00	15 @ $1,275.00	$19,125.00	$8,200.00	$56,325.00	$5,220.00
Purchasing	$12,700.00	7 @ $1,275.00	$8,925.00	$1,800.00	$23,425.00	$2,286.00
Fixed Assets	$7,700.00	4 @ $1,275.00	$5,100.00	$2,000.00	$14,800.00	$1,386.00
Project & Grant Accounting	$6,000.00	3 @ $1,275.00	$3,825.00	$4,000.00	$13,825.00	$1,080.00
Cash Management	$5,000.00	2 @ $1,275.00	$2,550.00	$0.00	$7,550.00	$900.00
Payroll/HR:						
Payroll w/ESS	$16,100.00	13 @ $1,275.00	$16,575.00	$13,200.00	$45,875.00	$2,898.00
HR Management	$7,700.00	5 @ $1,275.00	$6,375.00	$0.00	$14,075.00	$1,386.00
Professional Development	$5,500.00	2 @ $1,275.00	$2,550.00	$0.00	$8,050.00	$990.00
Applicant Tracking	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$495.00
Revenue:						
Utility Billing CIS	$23,000.00	19 @ $1,275.00	$24,225.00	$19,300.00	$66,525.00	$4,140.00
Business License	$6,000.00	7 @ $1,275.00	$8,925.00	$7,500.00	$22,425.00	$1,080.00
Tyler Cashiering	$11,000.00	4 @ $1,275.00	$5,100.00	$0.00	$16,100.00	$1,980.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Accounts Receivable	$6,600.00	7 @ $1,275.00	$8,925.00	$0.00	$15,525.00	$1,188.00
UB Interface	$8,250.00	3 @ $1,275.00	$3,825.00	$0.00	$12,075.00	$1,485.00
General Billing	$3,000.00	3 @ $1,275.00	$3,825.00	$1,000.00	$7,825.00	$540.00
Other:						
EnerGov Permits & Inspections	$8,250.00	15 @ $1,275.00	$19,125.00	$10,800.00	$38,175.00	$2,063.00
EnerGov Intelligent Objects Automation	$10,665.00	8 @ $1,275.00	$10,200.00	$0.00	$20,865.00	$2,666.00
EnerGov Professional Licensing	$3,300.00	7 @ $1,275.00	$8,925.00	$7,800.00	$20,025.00	$825.00
EnerGov e-Reviews	$4,125.00	4 @ $1,275.00	$5,100.00	$0.00	$9,225.00	$1,031.00
EnerGov iG Workforce Mobile	$4,125.00	2 @ $1,275.00	$2,550.00	$0.00	$6,675.00	$1,031.00
EnerGov ESRI Integration	$5,500.00	1 @ $1,275.00	$1,275.00	$0.00	$6,775.00	$1,375.00
EnerGov Citizen Access Portal	$3,300.00	2 @ $1,275.00	$2,550.00	$0.00	$5,850.00	$825.00
Productivity:						
Munis Analytics & Reporting	$27,400.00	8 @ $1,275.00	$10,200.00	$0.00	$37,600.00	$4,932.00
Tyler Content Manager SE	$14,000.00	4 @ $1,275.00	$5,100.00	$0.00	$19,100.00	$2,520.00
Citizen Self Service	$6,600.00	1 @ $1,275.00	$1,275.00	$0.00	$7,875.00	$1,188.00
Tyler Forms Processing	$7,500.00	0 @ $1,275.00	$0.00	$0.00	$7,500.00	$1,500.00
eProcurement	$5,000.00	1 @ $1,275.00	$1,275.00	$0.00	$6,275.00	$900.00
Sub-Total:	$250,065.00		$189,975.00	$75,600.00	$515,640.00	$47,910.00
Less Discount:	*$25,008.00*		*$0.00*	*$0.00*	*$25,008.00*	*$47,910.00*
TOTAL:	**$225,057.00**	**149**	**$189,975.00**	**$75,600.00**	**$490,632.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Configuration Postal Xpress (Lorton)	1	$1,175.00	$0.00	$1,175.00
EnerGov Permits & Code Forms Library (4 Forms)	1	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	$1,200.00	$0.00	$1,200.00
Estimated Travel Expenses	1	$68,500.00	$0.00	$68,500.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - New Server Install-WIN	1	$6,000.00	$0.00	$6,000.00
Munis Admin & Security	2	$1,275.00	$0.00	$2,550.00
Project Planning Services	1	$5,000.00	$0.00	$5,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Business License	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Financial Library	1	$1,600.00	$0.00	$1,600.00
Tyler Forms Library - General Billing	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Utility Billing	1	$4,500.00	$0.00	$4,500.00
TOTAL:				**$105,325.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Advanced Cash Station	1	$4,690.00	$0.00	$4,690.00	$0.00	$0.00	$0.00
Postal Xpress (Lorton) Annual Subscription	1	$0.00	$0.00	$0.00	$1,495.00	$0.00	$1,495.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,340.00*			*$0.00*
TOTAL:				**$6,340.00**			**$1,495.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$225,057.00	$0.00
Total Tyler Services	$370,900.00	$0.00
Total 3rd Party Hardware, Software and Services	$6,340.00	$1,495.00
Summary Total	**$602,297.00**	**$1,495.00**
Contract Total	**$603,792.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Accounting Standard COA - C	$2,000.00	$0.00	$2,000.00
Accounts Payable Opt 1 - Checks - C	$1,200.00	$0.00	$1,200.00
Accounts Payable Opt 2 - Invoice - C	$1,800.00	$0.00	$1,800.00
Accounts Payable Standard Master - C	$1,200.00	$0.00	$1,200.00
Business License Opt 1 - Bills - C	$3,000.00	$0.00	$3,000.00
Business License Std Master - C	$4,500.00	$0.00	$4,500.00
EnerGov Permits & Inspections - Option 1 - Applications - B	$3,600.00	$0.00	$3,600.00
EnerGov Permits & Inspections - Option 2 - Violations - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Option 3 - Inspections - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Standard - Master - B	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Opt 1 - Bills - B	$3,600.00	$0.00	$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts - B	$4,200.00	$0.00	$4,200.00
Fixed Assets Std Master - C	$2,000.00	$0.00	$2,000.00
General Billing Std CID - C	$1,000.00	$0.00	$1,000.00
Payroll - Option 1 Deductions - B	$1,800.00	$0.00	$1,800.00
Payroll - Option 2 Accrual Balances - B	$1,500.00	$0.00	$1,500.00
Payroll - Option 3 Accumulators - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 4 Check History - B	$1,200.00	$0.00	$1,200.00
Payroll - Option 5 Earning/Deduction Hist - B	$2,500.00	$0.00	$2,500.00
Payroll - Option 7 PM Action History - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 8 Position Control - B	$1,400.00	$0.00	$1,400.00
Payroll - Standard - B	$2,000.00	$0.00	$2,000.00
Project Grant Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Standard - C	$2,000.00	$0.00	$2,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Purchasing - Purchase Orders - Standard - C	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 1 Services - D	$3,000.00	$0.00	$3,000.00
Utility Billing - Option 2 Assessments - D	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 3 Consumption History - D	$3,000.00	$0.00	$3,000.00
Utility Billing - Option 4 Balance Forward AR - D	$4,000.00	$0.00	$4,000.00
Utility Billing - Option 5 Service Orders - D	$2,000.00	$0.00	$2,000.00
Utility Billing - Option 6 Backflow - D	$2,000.00	$0.00	$2,000.00
Utility Billing - Standard - D	$3,500.00	$0.00	$3,500.00
TOTAL:			**$75,600.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Contract Management	$3,300.00	2 @ $1,275.00	$2,550.00	$3,000.00	$8,850.00	$594.00
BMI Asset Track Interface	$2,200.00	2 @ $1,275.00	$2,550.00	$0.00	$4,750.00	$396.00
Other:						
Parks and Recreation	$10,240.00	6 @ $1,275.00	$7,650.00	$0.00	$17,890.00	$1,843.00
CAFR Statement Builder	$10,625.00	3 @ $1,275.00	$3,825.00	$0.00	$14,450.00	$1,913.00
EnerGov Rental Property Landlord Management	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$688.00
MUNIS Disaster Recovery Service	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$11,978.00
OSDBA Contract Services	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$11,978.00
Fixed Assets Opt 1 - History - C	$0.00	0 @ $1,275.00	$0.00	$1,000.00	$1,000.00	$0.00
General Billing Opt 1 - Recurring Invoices - C	$0.00	0 @ $1,275.00	$0.00	$1,680.00	$1,680.00	$0.00
General Billing Opt 2 - Bills - C	$0.00	0 @ $1,275.00	$0.00	$3,500.00	$3,500.00	$0.00
Payroll - Option 10 Certifications - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 11 Education - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 6 Applicant Tracking - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 9 State Retirement Tables - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
TOTAL:	**$29,115.00**	**15**	**$19,125.00**	**$14,780.00**	**$63,020.00**	**$29,390.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
P-Card Import Format W/O Encumbrances	1	$7,500.00	$0.00	$7,500.00
TOTAL:				**$7,500.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts - C	$3,000.00	$0.00	$3,000.00

Fixed Assets Opt 1 - History - C	$1,000.00	$0.00	$1,000.00
General Billing Opt 1 - Recurring Invoices - C	$1,680.00	$0.00	$1,680.00
General Billing Opt 2 - Bills - C	$3,500.00	$0.00	$3,500.00
Payroll - Option 10 Certifications - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 11 Education - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 6 Applicant Tracking - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 9 State Retirement Tables - B	$1,400.00	$0.00	$1,400.00
TOTAL:			**$14,780.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETRACK-PPC for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,490.00*			*$0.00*
TOTAL:				**$6,490.00**			**$0.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	$29,000.00	$2,900.00	$26,100.00	$5,220.00	$5,220.00	$0.00
Cash Management	$5,000.00	$500.00	$4,500.00	$900.00	$900.00	$0.00
Fixed Assets	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Project & Grant Accounting	$6,000.00	$600.00	$5,400.00	$1,080.00	$1,080.00	$0.00
Purchasing	$12,700.00	$1,270.00	$11,430.00	$2,286.00	$2,286.00	$0.00

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Payroll/HR:						
Applicant Tracking	$2,750.00	$275.00	$2,475.00	$495.00	$495.00	$0.00
HR Management	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Payroll w/ESS	$16,100.00	$1,610.00	$14,490.00	$2,898.00	$2,898.00	$0.00
Professional Development	$5,500.00	$550.00	$4,950.00	$990.00	$990.00	$0.00
Revenue:						
Accounts Receivable	$6,600.00	$660.00	$5,940.00	$1,188.00	$1,188.00	$0.00
General Billing	$3,000.00	$300.00	$2,700.00	$540.00	$540.00	$0.00
Tyler Cashiering	$11,000.00	$1,100.00	$9,900.00	$1,980.00	$1,980.00	$0.00
UB Interface	$8,250.00	$825.00	$7,425.00	$1,485.00	$1,485.00	$0.00
Utility Billing CIS	$23,000.00	$2,300.00	$20,700.00	$4,140.00	$4,140.00	$0.00
Business License	$6,000.00	$600.00	$5,400.00	$1,080.00	$1,080.00	$0.00
Productivity:						
Citizen Self Service	$6,600.00	$660.00	$5,940.00	$1,188.00	$1,188.00	$0.00
eProcurement	$5,000.00	$500.00	$4,500.00	$900.00	$900.00	$0.00
Munis Analytics & Reporting	$27,400.00	$2,740.00	$24,660.00	$4,932.00	$4,932.00	$0.00
Tyler Content Manager SE	$14,000.00	$1,400.00	$12,600.00	$2,520.00	$2,520.00	$0.00
Tyler Forms Processing	$7,500.00	$750.00	$6,750.00	$1,500.00	$1,500.00	$0.00
Other:						
EnerGov Citizen Access Portal	$3,300.00	$330.00	$2,970.00	$825.00	$825.00	$0.00
EnerGov e-Reviews	$4,125.00	$413.00	$3,712.00	$1,031.00	$1,031.00	$0.00
EnerGov ESRI Integration	$5,500.00	$550.00	$4,950.00	$1,375.00	$1,375.00	$0.00
EnerGov iG Workforce Mobile	$4,125.00	$413.00	$3,712.00	$1,031.00	$1,031.00	$0.00
EnerGov Intelligent Objects Automation	$10,665.00	$1,067.00	$9,598.00	$2,666.00	$2,666.00	$0.00
EnerGov Permits & Inspections	$8,250.00	$825.00	$7,425.00	$2,063.00	$2,063.00	$0.00
EnerGov Professional Licensing	$3,300.00	$330.00	$2,970.00	$825.00	$825.00	$0.00
TOTAL:	**$250,065.00**	**$25,008.00**	**$225,057.00**	**$47,910.00**	**$47,910.00**	**$0.00**

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Comments

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Advanced Cash Station includes PC, Housing, Cash Drawer, Receipt Printer, Scanner and Pole Display.

EnerGov Professional Licensing Forms Library includes 1 Business License form and 1 Business License Renewal form.

EnerGov Permits & Code Forms Library includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Completion OR Occupancy.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

8.2 Tyler Investment Summary / SaaS

Please reference Tyler Investment Summary / SaaS on the following pages.

Quoted By:	Adam Griffiths
Date:	8/11/2014
Quote Expiration:	1/25/2015
Quote Name:	City of Louisville-ERP-Munis
Quote Number:	2014-9321
Quote Description:	Munis ERP Software and Services (SaaS - 5yr)

Sales Quotation For

City of Louisville
749 Main Street
Louisville, Colorado 80027
Phone (303) 666-6565

SaaS				One Time Fees		
Description	# Years	Annual Fee	Annual Fee Net	Impl. Days	Impl. Cost	Data Conversion
Financial:						
Accounting/GL/BG/AP	5	$20,416.00	$20,416.00	15 @ $1,275.00	$19,125.00	$8,200.00
Cash Management	5	$3,520.00	$3,520.00	2 @ $1,275.00	$2,550.00	$0.00
Fixed Assets	5	$5,421.00	$5,421.00	4 @ $1,275.00	$5,100.00	$2,000.00
Project & Grant Accounting	5	$4,224.00	$4,224.00	3 @ $1,275.00	$3,825.00	$4,000.00
Purchasing	5	$8,941.00	$8,941.00	7 @ $1,275.00	$8,925.00	$1,800.00
Payroll/HR:						
Applicant Tracking	5	$1,936.00	$1,936.00	2 @ $1,275.00	$2,550.00	$0.00
HR Management	5	$5,421.00	$5,421.00	5 @ $1,275.00	$6,375.00	$0.00
Payroll w/ESS	5	$11,334.00	$11,334.00	13 @ $1,275.00	$16,575.00	$13,200.00
Professional Development	5	$3,872.00	$3,872.00	2 @ $1,275.00	$2,550.00	$0.00
Revenue:						
Accounts Receivable	5	$4,646.00	$4,646.00	7 @ $1,275.00	$8,925.00	$0.00
Business License	5	$4,224.00	$4,224.00	7 @ $1,275.00	$8,925.00	$7,500.00
General Billing	5	$2,112.00	$2,112.00	3 @ $1,275.00	$3,825.00	$1,000.00

SaaS

Description	# Years	Annual Fee	Annual Fee Net	One Time Fees		
				Impl. Days	Impl. Cost	Data Conversion
Tyler Cashiering	5	$7,744.00	$7,744.00	4 @ $1,275.00	$5,100.00	$0.00
UB Interface	5	$5,808.00	$5,808.00	3 @ $1,275.00	$3,825.00	$0.00
Utility Billing CIS	5	$16,192.00	$16,192.00	19 @ $1,275.00	$24,225.00	$19,300.00
Productivity:						
Citizen Self Service	5	$4,646.00	$4,646.00	1 @ $1,275.00	$1,275.00	$0.00
eProcurement	5	$3,520.00	$3,520.00	1 @ $1,275.00	$1,275.00	$0.00
Munis Analytics & Reporting (SaaS)	5	$12,600.00	$12,600.00	8 @ $1,275.00	$10,200.00	$0.00
Postal XPress (Lorton) Annual Subscription	5	$1,495.00	$1,495.00	0 @ $1,275.00	$0.00	$0.00
Tyler Content Manager SE	5	$9,856.00	$9,856.00	4 @ $1,275.00	$5,100.00	$0.00
Tyler Forms Processing	5	$5,400.00	$5,400.00	0 @ $1,275.00	$0.00	$0.00
Other:						
EnerGov Citizen Access Portal	5	$2,508.00	$2,508.00	2 @ $1,275.00	$2,550.00	$0.00
EnerGov e-Reviews	5	$3,135.00	$3,135.00	4 @ $1,275.00	$5,100.00	$0.00
EnerGov ESRI Integration	5	$4,180.00	$4,180.00	1 @ $1,275.00	$1,275.00	$0.00
EnerGov iG Workforce Mobile	5	$3,135.00	$3,135.00	2 @ $1,275.00	$2,550.00	$0.00
EnerGov Intelligent Objects Automation	5	$8,105.00	$8,105.00	8 @ $1,275.00	$10,200.00	$0.00
EnerGov Permits & Inspections	5	$6,270.00	$6,270.00	15 @ $1,275.00	$19,125.00	$10,800.00
EnerGov Professional Licensing	5	$2,508.00	$2,508.00	7 @ $1,275.00	$8,925.00	$7,800.00
TOTAL:		**$173,169.00**	**$173,169.00**	**149**	**$189,975.00**	**$75,600.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Configuration Postal Xpress (Lorton)	1	$1,175.00	$0.00	$1,175.00
EnerGov Permits & Code Forms Library (4 Forms)	1	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	$1,200.00	$0.00	$1,200.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Estimated Travel Expenses	1	$68,500.00	$0.00	$68,500.00
Munis Admin & Security	2	$1,275.00	$0.00	$2,550.00
Project Planning Services	1	$5,000.00	$0.00	$5,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Business License	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Financial Library	1	$1,600.00	$0.00	$1,600.00
Tyler Forms Library - General Billing	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Utility Billing	1	$4,500.00	$0.00	$4,500.00
VPN Device	1	$4,000.00	$0.00	$4,000.00
TOTAL:				**$103,325.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Advanced Cash Station	1	$4,690.00	$0.00	$4,690.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,340.00*			*$0.00*
TOTAL:				**$6,340.00**			**$0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS	$0.00	$173,169.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$368,900.00	$0.00
Total 3rd Party Hardware, Software and Services	$6,340.00	$0.00
Summary Total	**$375,240.00**	**$173,169.00**

Contract Total	**$1,241,085.00**

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Accounting Standard COA - C	$2,000.00	$0.00	$2,000.00
Accounts Payable Opt 1 - Checks - C	$1,200.00	$0.00	$1,200.00
Accounts Payable Opt 2 - Invoice - C	$1,800.00	$0.00	$1,800.00
Accounts Payable Standard Master - C	$1,200.00	$0.00	$1,200.00
Business License Opt 1 - Bills - C	$3,000.00	$0.00	$3,000.00
Business License Std Master - C	$4,500.00	$0.00	$4,500.00
EnerGov Permits & Inspections - Option 1 - Applications - B	$3,600.00	$0.00	$3,600.00
EnerGov Permits & Inspections - Option 2 - Violations - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Option 3 - Inspections - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Standard - Master - B	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Opt 1 - Bills - B	$3,600.00	$0.00	$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts - B	$4,200.00	$0.00	$4,200.00
Fixed Assets Std Master - C	$2,000.00	$0.00	$2,000.00
General Billing Std CID - C	$1,000.00	$0.00	$1,000.00
Payroll - Option 1 Deductions - B	$1,800.00	$0.00	$1,800.00
Payroll - Option 2 Accrual Balances - B	$1,500.00	$0.00	$1,500.00
Payroll - Option 3 Accumulators - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 4 Check History - B	$1,200.00	$0.00	$1,200.00
Payroll - Option 5 Earning/Deduction Hist - B	$2,500.00	$0.00	$2,500.00
Payroll - Option 7 PM Action History - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 8 Position Control - B	$1,400.00	$0.00	$1,400.00
Payroll - Standard - B	$2,000.00	$0.00	$2,000.00
Project Grant Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Standard - C	$2,000.00	$0.00	$2,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Purchasing - Purchase Orders - Standard - C	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 1 Services - D	$3,000.00	$0.00	$3,000.00
Utility Billing - Option 2 Assessments - D	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 3 Consumption History - D	$3,000.00	$0.00	$3,000.00
Utility Billing - Option 4 Balance Forward AR - D	$4,000.00	$0.00	$4,000.00
Utility Billing - Option 5 Service Orders - D	$2,000.00	$0.00	$2,000.00
Utility Billing - Option 6 Backflow - D	$2,000.00	$0.00	$2,000.00
Utility Billing - Standard - D	$3,500.00	$0.00	$3,500.00
TOTAL:			**$75,600.00**

Optional SaaS

Description	# Years	Annual Fee	Annual Fee Net	One Time Fees: Impl. Days	Impl. Cost	Data Conversion
Financial:						
BMI Asset Track Interface	5	$1,549.00	$1,549.00	2	$2,550.00	$0.00
Contract Management	5	$2,323.00	$2,323.00	2	$2,550.00	$3,000.00
Other:						
CAFR Statement Builder	5	$7,480.00	$7,480.00	3	$3,825.00	$0.00
EnerGov Rental Property Landlord Management	5	$2,090.00	$2,090.00	2	$2,550.00	$0.00
Parks and Recreation	5	$7,209.00	$7,209.00	6	$7,650.00	$0.00
TOTAL:		**$20,651.00**	**$20,651.00**	**15**	**$19,125.00**	**$3,000.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Fixed Assets Opt 1 - History - C	$0.00	0 @ $1,275.00	$0.00	$1,000.00	$1,000.00	$0.00
General Billing Opt 1 - Recurring Invoices - C	$0.00	0 @ $1,275.00	$0.00	$1,680.00	$1,680.00	$0.00
General Billing Opt 2 - Bills - C	$0.00	0 @ $1,275.00	$0.00	$3,500.00	$3,500.00	$0.00
Payroll - Option 10 Certifications - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 11 Education - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 6 Applicant Tracking - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 9 State Retirement Tables - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$11,780.00**	**$11,780.00**	**$0.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
P-Card Import Format W/O Encumbrances	1	$7,500.00	$0.00	$7,500.00
TOTAL:				**$7,500.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Contracts - C	$3,000.00	$0.00	$3,000.00
Fixed Assets Opt 1 - History - C	$1,000.00	$0.00	$1,000.00
General Billing Opt 1 - Recurring Invoices - C	$1,680.00	$0.00	$1,680.00
General Billing Opt 2 - Bills - C	$3,500.00	$0.00	$3,500.00
Payroll - Option 10 Certifications - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 11 Education - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 6 Applicant Tracking - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 9 State Retirement Tables - B	$1,400.00	$0.00	$1,400.00
TOTAL:			**$14,780.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETRACK-PPC for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,490.00*			*$0.00*
TOTAL:				**$6,490.00**			**$0.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

TCM SE includes up to 50GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $1,000 per 100GB with a total cap of storage at 750GB.

Advanced Cash Station includes PC, Housing, Cash Drawer, Receipt Printer, Scanner and Pole Display.

EnerGov Professional Licensing Forms Library includes 1 Business License form and 1 Business License Renewal form.

EnerGov Permits & Code Forms Library includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Completion OR Occupancy.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

Section 9 Additional Information

Section 9 – Additional Information

Proposers may use this section to include additional information about their products and services not covered in other sections of the proposal. Examples could include:

- Published case studies
- Newsletters

Please reference the Case Studies on the following pages.

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Client Case Study

Clovis, CA

"One of the greatest benefits has been the elimination in keying in the GL account information as this is now handled automatically and it is completed as soon as the invoice is created..."

— Mark Meyers, Clovis Building Official

The city of Clovis realizes 100% accuracy with permitting process and other efficiencies in regulatory processes with Tyler's EnerGov 9 Enterprise system.

With increasingly complex regulatory processes and rapid changes in technology, the aging permitting system that Clovis, CA, built over 10 years ago was quickly becoming obsolete. The City was in need of a sophisticated regulatory business process management system to replace the legacy system that merely tracked information within the database.

Upon a thorough analysis of the City's business process requirement, it was determined an enterprise system that automates tasks and provides a central and cross-departmental workflow would benefit the city. Today the city is achieving these goals and more with the EnerGov 9 Enterprise Server platform.

Improving standardization, accuracy and workflow with GIS integration

SThe old permitting system was similar to working with a simple tracking database with blank fields and forms. It did not have proactive checks or controls to reject invalid information or require more information, nor did it have a workflow engine that managed and regulated the often complex business process required to properly process a variety of permitting workflows.

"You could issue a permit with any information on it, even if it did not have the correct address, parcel number, contractor information, or location-based attributes," said Mark Meyers, Clovis Building Official. "Permits could inadvertently be issued with non-existing addresses or without all the required information and approvals."

With EnerGov, the city's geographic information system (GIS) is now fully integrated with the permitting process, allowing standardization and validation of all geographic data that is entered into the system. Since going live with the new system last year, the city has issued permits with 100% accuracy. All permits now use valid addresses from the GIS system in real-time, replacing the need to manually enter data, and greatly improving address quality related to the permitting process. Built-in GIS tools further increases the city's permitting accuracy by allowing staff to analyze and create regulatory records in certain instances on a granular level beyond just addresses and parcels. For instance, spatial regions can be related to engineering encroachment permits that apply to a specific area or location.

Additionally, the city has improved the workflow and recordkeeping of permits with the ability to record and Query spatial case histories in GIS. Historical permits can be located quickly and city workers can see the process that was followed for the issuance of those

tyler technologies

For more information, visit www.tylertech.com

permits as well as implement automated spatial conflict checks within the related spatial regions. The spatial enablement and centralization of data allows more accountability and collaboration for city employees across multiple departments.

Efficiencies with streamlined payment processing

The calculation and automation of complex fees that are often required at different stages in a permitting or licensing process are cornerstone to an efficient and well-managed regulatory system. For Clovis, automating the calculation of very complex permit fees has ensured the proper fees are being charged accurately and in a timely fashion.

The city has increased efficiencies within the financial management of the EnerGov system by tightly integrating with its internal financial system bi-directionally, thus reducing duplicate data entries that were previously required. Prior to EnerGov, upon application of a permit or business license, the issuing department created an invoice which had to be physically taken by the applicant to Finance, where the fee and GL codes were manually entered into the city's Sungard financial system. After the transaction was completed, a cash receipt would be printed for the applicant who was required to physically return it back to the issuing department where the staff would key in the cash receipt number to the permit system and mark the fee as paid before issuing the permit.

Thanks to EnerGov's open architecture, the payment process today is much more efficient with the seamless integration of the city's enterprise regulatory (EnerGov) and current financial systems. Not only does this allow for a much more streamlined and efficient payment process, but it also saves time and eliminates errors.

"One of the greatest benefits has been the elimination in keying in the GL account information as this is now handled automatically and it is completed as soon as the invoice is created," said Meyers.

Clovis is also achieving other efficiencies in other respects of regulatory processes. The city has integrated the California state license board within the permit application to automatically check in real-time that the contractor has a valid license.

Also enhanced has been the plan review and permit approval process. For many California agencies, these processes can be very complex and very detailed often involving hundreds of steps and actions that ensure the proper safety measures and regulatory requirements (CEQA, etc.) have been implemented before issuance. The city plans to capitalize on these improvements in the future by enabling the plan review process to become completely paperless with EnerGov's eReviews technology.

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client profile

Village of Bensenville, Illinois

Diversity • Culture • Education

Winner of 2012 Tyler Public Sector Excellence Award — Organizational Responsiveness

Industry: Village — Local Government
Employees: 108
Population: 18,352
Budget: $69,897,143

Location: Village of Bensenville, Illinois
Years as a Tyler Client: 3.5
Tyler Products Used: Munis®

The Facts: Located approximately 17 miles northwest of downtown Chicago, Bensenville is a vibrant community known for its quiet neighborhoods and bustling business districts. In fact, more than 150,000 businesses, including one of the largest industrial parks in the state, operate in Bensenville. Home to more than 18,000 residents, the village has many amenities, including the Bensenville Theatre and the Redmond Recreational Complex (Edge Ice Arena, Water's Edge Aquatic Center, a climbing wall, cardiovascular center and numerous athletic fields).

Contact
www.bensenville.il.us

In Their Own Words

"Prior to this implementation, we relied on manual tracking of citizen requests. There was no central place to check the progress status of a request for residents. The Munis 311 Citizen Connect solution afforded us the opportunity to consolidate all internal and external service requests in a single system."

— Tim Sloth, Finance Director, Village of Bensenville, Illinois

Key Challenges

- Improve communications, trust and customer service within the village
- Provide accurate information and increase response time
- Reduce redundant manual processes and workflow
- Increase efficiency and manage resource allocation

Benefits: Financial and Beyond

- Do more with less — improved process efficiencies by eliminating time consuming, staff intensive, manual processes and workflows
- Provided transparency for stakeholders — business partners, external entities and elected officials
- Implemented data collection to assist with identifying process and response inefficiencies for correction and improvement

Best Practices

- Implemented a "virtual call center" without adding staff — significantly improved customer service
- Compiled and provided useful information in a simple and easy to use format
- Increased efficiency — customer inquiries can be managed by anyone regardless of the type of question

Customer communication and satisfaction, resource allocation, quick resolution to customer inquiries and calls for service, and government transparency were all goals that Bensenville addressed when they implemented Munis 311 Citizen Connect, a CRM or Customer Request Management system.

Because 311 Citizen Connect is integrated with Munis "Work Orders," "Service Orders" and "Violations" applications, and the Bensenville business intelligence and dashboard solutions, there is a single point of data entry. This integration allows for unique real-time information, tracking and reporting progress while monitoring requests, accountability and service levels. Additionally, if any request falls outside expected service levels, it incorporates the ability to escalate to staff and management.

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MU-BEN-CP-2678-0512

All requests received by Bensenville employees from other staff members or residents are entered into the CRM system, and based on the type of request may become a Munis work order or service order, or the request could convert to a permit or violation within Munis.

This is where a completely integrated software system really shows it power. Serving as a central tracking system, all of the systems are linked, funneling information to Bensenville's reporting, dashboards and scoreboards, and escalations application. The consolidation of information allows quick answers to tough or complex questions that previously required multiple phone calls, emails and inquiries by staff. Information accuracy also increased due to the standardization of the entry interface and entry/update processes for requests.

Central access to the knowledgebase and an innovative approach to shared information across Bensenville — staff, management and external partners, contracted police/fire dispatch and Allied Waste — eliminated the need for multiple phone calls. Bensenville is now experiencing improved information accuracy and response.

"Prior to this implementation, we relied on manual tracking of citizen requests. There was no central place to check the progress status of a request for residents," commented Tim Sloth, Finance Director for the Village of Bensenville. "Customer service calls were received and passed from one department to the next to obtain a person who knew about their specific request. Obtaining updates for residents was time consuming and difficult. With the utilization of our CRM solution, customer inquiries can be managed by staff in any department to assist a resident with their request — regardless of the type of question," continued Sloth.

Planned Implementation

Bensenville applied a planned, logical and phased approach to the implementation.

- Workflow analysis of all service requests identified different request types in each department
- Identified desired business process improvements to locate areas to reduce customer wait time, multiple touches, workflow redundancies and unnecessary staff time
- Modified current business processes
- Designed new processes for each request type to identify savings and process improvements, enable application integration, implementation of required tasks needed to consider the request closed, who should receive tasks by default, expected outcomes, and acceptable service levels (SLA) for resolution time

By executing each of the integrated pieces as an individual project, Bensenville accomplished the full integration in phases which provided staff time to adjust to organizational, process and workflow changes. Phases of the project included implementing Munis Work Orders, Permits/Violations, an adjudication application, Bensenville Dashboards and Scorecards, and an Escalation solution to alert staff, managers, and directors when established service levels were at risk.

All departments, as well as external partners (Allied Waste and contracted police/fire dispatch), were included in the implementation. "This solution afforded us the opportunity to consolidate all internal and external service requests in a single system. Responsibility and capability of recording and responding to citizen requests were distributed among all staff," Sloth said.

Measurable Results

As a result of implementing the solution, the time staff spent tracking request status and progress has been nearly eliminated, saving more than 150 hours annually. Bensenville's "virtual call center" improved communication and support with external partners while improving customer service levels, and saving both staff time and resources. Requests replaced or lost in the system were eliminated. Resident wait time for returned status calls was eliminated, and the number of status calls from customers dropped 50 percent. Giving external partners secure access to the CRM system where all requests are entered, tracked and monitored, eliminated multiple touches and contacts by staff to intervene and act as an intermediary — reducing response delay and eliminating a staff layer between the customer and the external vendor.

Why Tyler?

- Tyler has more than 30 years of experience in the Public Sector
- Tyler offers a complete suite of fully integrated software
- Tyler provides all consulting, product enhancement, implementation, training and support services
- Tyler is the largest company solely dedicated to providing software and services to the public sector

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client profile

2013
Tyler Public Sector
Excellence
Award Winner

City of Hartford, Connecticut

P-Card Usage Delivers Budget Relief

Industry: Local Government
Employees: 7,000
Population: 125,000
Location: Hartford, CT
Years as a Tyler Client: 10
Tyler Products Used: Munis®, Tyler Content Manager, TylerForms, Tyler Pulse

The Facts:
Like many municipalities, the City of Hartford's primary concern is their budget deficit. To help resolve this concern they knew they needed to streamline costs, and decided that they could do that by reducing the number of checks they produced. This prompted the city to look at alternative payment options, including e-payables and procurement cards (P-Cards).

Contact: www.hartford.gov

Key Challenge

The City of Hartford needed to address their current deficit. But first, they needed to analyze the scope of the project, build consensus, train all users, implement wide-spread usage among city departments, and track vendor information.

Action Taken

Realizing that controlling fees and reducing the number of checks produced would be beneficial to help get expenses under control, the finance office worked with Bank of America to roll out e-payables and trim bank fees — but they needed to do more. The city implemented processes to expand their current P-Card usage and increase efficiencies. Drawing on their experience with Munis, they began using P-Card statements within the Munis Accounts Payable application.

In Their Own Words

"We realized that we needed to track all vendor information in Munis for reporting purposes. We reviewed the new P-Card statements in Munis Accounts Payable, and decided that this would be the tool that would allow us to expand our P-Card program to fully utilize its power, and still be able to track the expenses against the budget within Munis."

*— **Leigh Ann Ralls**, Controller*

Results

Today, usage of P-Card statements has allowed the city to: reduce the number of checks produced resulting in reduced bank fees, import the P-Card invoice, process invoices through pre-determined workflow, and track all vendor payments for reporting purposes.

- P-Card users increased from 78 to 186
- A purchase threshold of $5,000 reduced the number of invoices from 46,000 to 30,000
- Questionable charges were reduced
- General ledger coding went from 10 days to 5 days
- Managers can now see charges on a bi-weekly basis and have them approved through workflow

The city has increased P-Card and e-payable purchases to over $8.3 million with Bank of America since October 2011. They were able to recognize a soft dollar savings of $31,789 and earned a cash rebate of $105,786. This accounts for a total savings of $137,575 for a one-year period.

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MU-HART-CP-3097-0413

Addressing Challenges

The City of Hartford began addressing their budget deficit issue by maximizing their relationship with Bank of America by rolling out e-payables, earning cash rebates with some success. But it was when attending a Connecticut Association of School Business Officials (CASBO) meeting on the state's use of P-Cards that they decided to expand on their fledgling P-Card usage. The city had been using P-Cards since 2004 with very restricting limits and little usage, but believed that they could improve and expand the use. "We met with every department head to determine who should receive a P-Card and what limits should be placed on them," said Leigh Ann Ralls, Controller. Setting limits by department and employee, they worked on the workflow process for approvals, general ledger coding, tracking vendor information and reporting.

Once the finance office determined that P-Cards could be very beneficial, they needed to show their administration that they had an approval system in place. "We needed to demonstrate that we could safely increase P-Card usage by setting MCC (Merchant Category Codes) restrictions on the cards themselves, and import the P-Card statements into Munis for proper coding and workflow approval," explained Ralls. "We showed the administration that our methodology would allow for restricted purchases based on department needs and would utilize funds control by checking the budget before allowing the posting." They concluded that they could increase P-Card usage by raising limits and forcing the use of P-Cards for every invoice under $5,000.

Once the MCC codes and the card holders were determined, the finance team worked with departments to complete the workflow process for approvals and posting to the vendor file in accounts payable. The project team created documentation for end-user training in every city department, the board of education, library and Hartford Parking Authority — how to code the P-Card statements, attach backup documentation and copy of receipts through TCM, and provide a description of the purchase.

Moving Forward With Munis P-Card Statements

Realizing that they needed to track all vendor information in Munis for reporting purposes, they reviewed the new P-Card statements in Munis Accounts Payable. "We need to be able to report all payments to vendors regardless of payment type. The P-Card statement program allows us to do that easily by creating vendors during the import process and attaching the P-Card transaction to the vendor file so that we have a complete record of all payments," said Ralls.

Tyler Pulse Speeds Mandated Reporting

A mandate requires the city to provide a quarterly City-Owed Minority Business Enterprise/Women Business Enterprise report. This report must detail all purchases by percentage of the different types of minority vendors. Prior to using the P-Card statement which allows the city to track all purchases, the city would manually report on data from Bank of America and then have to merge it with the Munis data. "The city is now able to run the report directly out of Munis or Tyler Pulse, a new data analysis tool, and have the report completed in minutes rather than 2 or 3 days," commented Amy Stuart, Financial Systems Manager.

Increasing Productivity and Time Management

Asked if the P-Card process would be helpful to their peers using Tyler solutions, Ralls replied, "Many other municipalities can find both hard and soft savings by reducing the amount of invoices processed, as well as the number of requisitions and/or purchase orders. Saving employee time allows for better time management and increased productivity."

Software that thinks like you do.

Tyler Technologies (NYSE: TYL) provides best in class software for schools and local government in all 50 states, Canada, the Caribbean and the United Kingdom.

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client profile

Town of Foxborough, Massachusetts

Winner of 2012 Tyler Public Sector Excellence Award — Organizational Efficiency

Industry: Municipal Government
Employees: 700
Students: 3,000
Budget: $59MM

Location: Foxborough, Massachusetts
Years as a Tyler Client: 4
Tyler Products Used: Munis® & Tyler Content Manager (TCM)
Schools: 5, PK-12

The Facts: Settled in 1704 and incorporated in 1778, Foxborough was named for Charles James Fox, a Whig member of Parliament and a staunch supporter of the Colonies in the years leading up to the American Revolution. Today, a strong sense of community, an active volunteer force, recreation, music and art opportunities, and more than 40 community organizations and groups make this community of 17,000 a fine place to call home. Located in Norfolk County, Foxborough is about 18 miles from Providence, Rhode Island, and 22 miles from Boston, and is home to Gillette Stadium, the home of the New England Patriots Football and the New England Revolution Soccer teams.

Contact
http://foxboroughma.gov

In Their Own Words

"When Tyler demonstrated their Munis product to us, along with TCM, we were truly wowed! The capabilities were well beyond the simple process we had established! Imagine being able to easily search and find documents across all financial payment records sitting at your desk in a matter of seconds."

— Randy Scollins, Chief Financial Officer

Key Challenges

- Reduce the paper flow and duplicate files
- Eliminate endless copying, filing, and storing of invoices and documents
- Reduce cost of producing and maintaining documents

Benefits: Financial and Beyond

- Increased efficiency — find documents in seconds
- Eliminated piles of paper — no lost or misfiled documents
- Utilized office space — eliminated file cabinets
- Minimized office supplies — saved costs

Best Practices:

Because financial records are electronically maintained via TCM, the original paper files can be discarded once the annual audit is complete (allowable per MA law), rather than keep the records for seven years. This saves significant filing time and space in each department.

Why Tyler?

- Tyler has more than 30 years of experience in the public sector
- Tyler provides all consulting, product enhancement, implementation, training and support services
- Tyler is the largest company solely dedicated to providing software and services to the public sector

The Town of Foxborough was first exposed to scanner capabilities with detailed transaction records while attending a meeting with one of our service providers. Observing how it could make a complex operation efficient, they conducted a pilot program of their own to prove the concept. A copier/scanner was purchased and they began scanning documents for storage purposes due to building space constraints.

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When it was time to put out a RFP for new financial software, the town decided to take the opportunity to incorporate a commercial grade scanning process into their paper intensive day-to-day financial functions, and include that in their requirements. "When Tyler demonstrated their Munis product to us, along with TCM, we were truly wowed! The capabilities were well beyond the simple process we had established! Imagine being able to easily search and find documents across all financial payment records in a matter of seconds while sitting at your desk," related Randy Scollins, chief financial officer for the Town of Foxborough. "We knew TCM was for us. No other vendor had this capability."

After an exhaustive review of all competing financial applications, the Town of Foxborough implemented Tyler's Munis Enterprise Resource Planning (ERP) solution. Munis has exceeded all of the many and detailed Town and School functional requirements, and with the addition of the TCM solution, Foxborough is realizing remarkable efficiency, improved processes and enhanced decision making processes.

Putting TCM to Work

The Town of Foxborough was excited to eliminate the endless copying, filing, storing and maintaining invoices and documents. Going green and gaining much needed space in their cramped, paper stuffed offices were seen as huge benefits. Scollins commented, "We couldn't wait to have electronic files at our finger tips and all in one place for multiple users to access. Oh, how productive we would be!"

Foxborough's IT staff worked closely with Munis to ensure their server was capable of handling the needs, and the space required for TCM. Scheduled for two training sessions, they needed only one day of TCM training because "the process was so easy!"

TCM is central to the Town's invoice payment process. With a dozen departments accumulating and creating batches weekly in Munis for their A/P invoices, TCM greatly enhances efficiency. As each invoice is entered, departments use TCM from their decentralized locations to scan, attach and save the invoice and related documents to the invoice record. Original paper batches are then forwarded to Accounting for singular filing, as the permanent record now residing within Munis is accessible to all via TCM. The accounting control function easily ensures accurate and lawful expenditures by reviewing all batches on screen, as well as the electronic images of the supporting documents in TCM before posting. Mounds of cumbersome paper records are things of the past.

After Accounting was on board, TCM was rolled out to 11 other town departments that process large volumes of invoices, including the School department, Water & Sewer, Highway, Human Services, and the Board of Selectmen's office. "Even better is the easy way by which departments access the electronic images for inquiry and analysis purposes," said, Scollins. "This has replaced the manual foraging through dozens of file cabinets, and stacks of boxes in multiple locations, with the ease of clicking through the user friendly Munis inquiry screens to quickly pull up the documents needed." Auditors were also trained to inquire and retrieve documents from Munis and TCM.

TCM Produces Measurable Results

Cost savings

Since TCM was implemented four years ago, the Town has averaged 18,545 invoices per year. With an average of 4 pages per invoice record, that's 74,180 pieces of paper per year. Eliminating photocopying for these documents saved the Town over $3,000 in paper, copier click charges and power, and cabinet costs alone. Additionally, cost savings returned the entire cost of the hardware and software.

Productivity Savings

However, productivity savings equate to a value much greater for Foxborough. TCM conservatively saves an average of about five hours per week per each of the 11 administrative offices across the Town. At an average hourly administrator wage of $25, that equates to an annual productivity savings of $71,500!

Going Green Produces Excellent ROI

Yet even more valuable is the green initiative — liberating staff because they are not buried under stacks of paper and files! Since Massachusetts' records retention policy recognizes electronic records as legitimate permanent records, there is no need to keep records for seven years so offices now require less square footage. When designing the new Town Hall building, architects took this into consideration. At about $300 per square foot, this alone is an incredible ROI. As other buildings come up for renovation or replacement, this technology will factor positively into space requirements, and the total cost of expensive building projects.

According to Scollins, "The real power of TCM is the ability to access detailed information in an easy and timely manner, enabling informed decision making on pricing and contracts … saving the Town and taxpayers real money."

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client profile

City of Hagerstown, Maryland

Munis® Replaces Legacy System — Provides Increased Flexibility and Functionality

Industry: Local Government
Employees: 475
Population: 38,890

Location: Hagerstown, MD
Years as a Tyler Client: 5
Tyler Products Used: Munis®

Contact: www.hagerstownmd.org

The Facts:
Prior to converting to Munis, the City of Hagerstown used a 25 year old version of financial and utility billing software. They knew they needed to modernize, but faced several barriers. When their vendor went out of business in the 1990's and gave the city the code for the software, they modified and customized it to fit their purposes, adding a layer of complexity when they were looking to update. Additionally, they could no longer modify their utility billing system when they needed to accommodate regulatory changes in both water/wastewater and electric services.

In Their Own Words

"Over a four-year period, we were able to take a 25 year old financial system and implement a solution that not only provided more flexibility to our staff, but also enhanced features for our customers/citizens who have waited years for the ability to interact more directly with City government."

— Scott A Nicewarner, Director, Technology and Support Services

Key Challenge

The City urgently needed to update their obsolete and unsupported existing hardware and software. They required a new financial system that provided more flexibility to staff, and provided their customers/citizens the ability to interact more directly with city government.

Action Taken

Over a four-year period, the City of Hagerstown implemented over 20 Munis applications. Beginning with Munis Version 7.4, they moved 75% of their processing off the obsolete legacy system. Implementation of Version 8.3 included various modifications necessary to ensure electric utility compliance with the Maryland Public Service Commission. Now on Version 9.3, they continue to move forward in providing better service options for staff and customers and clients.

Results

The City now provides customers with the ability to interact more directly with the City in regard to the services provided, as well as transacting business over a secure website portal. Additional benefits include,

- Decrease transaction float time from payments to deposits on all accounts receivable transaction — from a 7 business day average to 2 business days
- Provide real-time access to utility and general billing accounts — citizens can pay at the same time
- Provide more cost accounting features related to inventory and job costing — something impossible before the implementation of Munis

... continued on reverse

MU-HT-CP-4160-0613

Munis Update Replaces Legacy Software ... "Well Worth the Effort"

"At the time of conversion, we were the only company in the world that was utilizing the 25-year version of our financial and utility billing software," mused Scott A Nicewarner, director of technology and support services. When they reached critical mass and looked for a new financial management solution, one that would provide more flexibility to staff, and one that would offer enhanced features for their customers/citizens who had waited years for the ability to interact more directly with City government, they chose Munis. "We jumped in with both feet for a complete integration of the system, and it was well worth the effort," Nicewarner continued.

Over four years the City of Hagerstown has completely transformed how they do business from a technology standpoint. "Our implementation is an example that shows even the most archaic and obsolete of systems can be converted and moved forward with a little bit of patience and a lot of data/process planning," said Nicewarner. "We were also able to take a highly customized utility billing system and convert it within a cost and time budget that many thought would never happen. We continue to strive forward in utilizing the system to its fullest potential in a way that will continue to provide dividends to our system stakeholders."

Tyler Evergreen Approach — Perpetual Licensing

During the initial implementation of Munis 7.4 for the overall financial operations, the city removed 75% of processing off the obsolete legacy system, which allowed flexibility and data mining never possible with their legacy system. Version 8.3 implementation of Munis Utility Billing included various modifications necessary to ensure compliance on the electric utility side with Maryland State Public Service Commission. They completed their ability to move systems into a stable and supported environment as well as having the support necessary to continue moving forward with the technology, an unusual achievement for a small department. Version 9.3 offers more opportunities to learn and modify their processes. This smooth transition from one version to another is possible because of Tyler's Evergreen approach to Perpetual Licensing — upgrades are included with the support contract.

Software that thinks like you do.

Tyler Technologies (NYSE: TYL) provides best in class software for schools and local government in all 50 states, Canada, the Caribbean and the United Kingdom.

For more information: 1.800.772.2260; www.tylertech.com or follow us on:

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client profile

City of Mountlake Terrace, Washington
Munis® Utility Billing CIS
Save Time | Improve Efficiency | Contain Cost

Industry: Local Government
Employees: 154
Population: 20,090
Utility Customers: 6,000

Location: Mountlake Terrace, Washington
Years as a Tyler Client: 9
Tyler Products Used: Munis; Utility Billing CIS

Contact: www.cityofmlt.com

The Facts:
With one coordinator working in the utility billing (UB) section of Mountlake Terrace's Finance Department, the need for efficiency is clear. The coordinator runs all of the UB programs, answers most of the phone calls and coordinates all the other systems that use UB data to produce bills and process payments for 6,000 customers. When the city decided to replace all water meters with automated meters (AMR SYSTEM), the UB department realized that it was also a good time to upgrade from Munis Utility Billing to Munis Utility Billing Customer Information System (UB CIS). UB CIS offered significant opportunities for efficiency, both functional and operational.

Key Challenges
Implement Munis UB CIS while the city upgraded water meters without disruption of business or interruption of service.

Action Taken
The conversion to UB CIS was carefully planned and implemented to coincide with the city's installation of the AMR system resulting in new meters for 6,000 customers.

In Their Own Words
"We needed to upgrade to UB CIS to improve efficiency, increase customer service and to save time. The upgrade to UB CIS allows for quicker response time to our customers."

— Sonja Springer, Finance Director

Results
The city was cognizant of the financial and time investment in this project, and the importance of its success. The decision to implement both systems together has resulted in improved customer service, both in quality of service and timeliness of response time. While implementing two major system upgrades presented some challenges, the city was successful and implemented both on schedule and within budget.

Benefits of UB CIS include:

- Bill print with XML capacity — allows emailing of utility bills
- Improved tenant and owner information on one screen instead of multiple screens
- Drop down list for meter size keeps the system faster and uniform for searching
- Change customer data on one screen — while on the phone with the customer
- Saves time when searching by CID on the utilities screen
- Improves efficiency with calendar views of service orders and pending customers

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Proactivity delivers results

When the utility billing department learned that the city planned on replacing current water meters with automated meters (ARM System) for all 6,000 customers, they decided that they needed to update their current Munis Utility Billing to Utility Billing Customer Information system (UB CIS). "We didn't want to implement AMR with the old Classic UB, and then convert the AMR to work with the new UB CIS in the future, so we implemented both systems concurrently. We needed to upgrade to UB CIS to improve efficiency, increase customer service and to save time. The upgrade to UB CIS allows for quicker response time to our customers," said Sonja Springer, finance director.

The automated meter reading (AMR) system is almost complete, and the UB billing department is now using the data to generate bills in Munis UB CIS. "We are currently in the process of converting some of our customers to e-billing on the UB CIS system," said Springer.

Success through planning and collaboration

The project kicked off in December 2011, when UB CIS was installed on the city's Munis training system. After a few months of training and testing, the city went live with UB CIS in April, 2012. The Munis trainer/implementer of the system and Mountlake Terrace's UB coordinator, Sharon Crandall, worked extremely well together, and resulted in a smooth conversion. Additionally, a focus group that included customers reviewed and recommended changes to the new utility bills generated by the system.

"Since we were installing the ARM system to work with UB CIS, we collaborated with the city's Public Works department to ensure the success of the project," said Springer.

Significant Benefits

Saving time and money produces good ROI

Springer cites the improved information that is available on screens as the biggest benefit to the city. This has delivered time savings and improved customer service — the UB coordinator is now able to return phone calls more promptly and handle customer requests more quickly. Phone calls previously returned within 24 hours are now reduced to less than half of that time — customers receive their requested information the same day.

Because current and former customers are now located on one screen considerable time is saved when a house has sold or a tenant has moved out. Another feature of UB CIS allows staff to work on corrections while the meter reader is still in the field, instead of having to wait to create the bill-run to make corrections when they return.

The city is looking to increase direct cost savings as well. They are in the process of converting some customers to e-billing. A change they estimate will save thousands of dollars in printing and mailing costs. Springer noted that customers have been asking for this, and now with UB CIS they can realize cost savings along with improved customer satisfaction.

Could other Munis clients benefit from the City of Mountlake Terrace's experience with UB CIS? Springer thinks they can. "We want to promote the conversion [for other Munis clients] from UB Classic to UB CIS; there are so many benefits in both time and dollar savings when customers are offered the E-Billing feature that is available," Springer concluded.

Software that thinks like you do.

Tyler Technologies (NYSE: TYL) provides best in class software for schools and local government in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations.

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client profile

Clermont County, Ohio

Grant Efficiencies with Munis Project Accounting

Organization Profile:
Industry: Local Government
Location: Batavia, Ohio
Employees: 1,400
Years as a Tyler Client: 4
Population: 199,000
Tyler Products Used: Munis®, Tyler Content Manager, Munis Self Service, Tyler Cashiering, iasWorld®, Tyler CAFR Statement Builder
Contact: www.clermontcountyohio.gov

In their Own Words:

"Munis project ledger gave us the opportunity to help our departments gain efficiencies and have better control with grant requirements."

— Jennifer Hartley, Deputy Auditor - Special Operations

Key Challenge

Grant accounting is challenging for many municipalities because of the report flexibility required for both fiscal and calender year, evolving reporting requirements and the complex environment of project accounting. Clermont County has maintained two accounting systems, one for their general ledger and another for grant accounting. With this record keeping method, data was difficult to reconcile for auditing and reporting, and to provide real-time grant budget information was impossible.

Faced with federal and state reporting requirements covering 60 departments, Deputy Auditor - Special Operations Jennifer Hartley and her team spent valuable time pulling and reconciling data from the two systems. This resulted in lengthy auditing time, data entry errors, delayed access to grant data and too much time spent on double entry. Without an integrated accounting system, the county faced an accounting headache "that led to spending many hours with auditors to explain what general ledger accounts went into what grant cost categories," said Hartley.

Ready for a change, Clermont County sought a solution — Munis® Project Accounting.

Actions Taken

Clermont County had successfully used Munis General Ledger for several years. They anticipated gaining additional efficiencies by transitioning to Munis Project Accounting. Project Accounting would provide an optional method for multiyear tracking of budgets, expenditures and revenues for user-defined projects and grants. By creating separate project ledgers in the Project Accounting module, Clermont would be able to track the entire grant process, from application through conversion to a project, alongside their regular general ledger accounting. It promised to solve many of their challenges.

Clermont County's plan was to test the project ledgers in the Project Accounting module in a single department. Hartley and her team worked with the department's grant coordinator to set up the project ledgers specifically for her grant reporting requirements using grant master, account master and project master. Using the project master, the team created account strings to identify each project. Each account string was set up per the cost categories required for the grant and assigned the new project account strings to the employees' pay records in Employee Master.

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MU-CLER-CP-4703-0514

The grant coordinator tested the new setup utilizing requisition entry, invoice entry, Employee Self Service and time entry. By the end of the first quarter, they confirmed the success of their project ledger's ability to maintain their grants within Munis Project Accounting and they eliminated the need for dual entry of maintaining separate accounting systems.

Following the success of this test, Hartley and her team worked to roll out Project Accounting to many Clermont County departments. "Once the project account strings were established, the departments were able to process their requisitions, invoices and payroll within Munis once, and have the information post to the general ledger and the project ledger," Hartley explained. "The departments did not have to enter the information in another accounting system."

Results

Hartley stated that the greatest benefit was in the time saved. "The implementation [of Project Accounting] saved the grant clerks five percent of their time a year to be able to use for other tasks. The time saved is due to not having to maintain separate accounting records for their grants just to meet grant reporting requirements. The project ledger has saved time with the grant auditors because the auditors can see the detail in the grant cost categories and they do not have any questions. It also has saved time on the reconciliation process between the separate account records and Munis and the time it takes to make corrections of errors that may happen with entering information in twice."

Through Munis Project Accounting, Clermont County also realized many benefits including:

- Real-time access to grant budget across all activities, including payroll and invoicing
- Accurate reporting for auditors, federal and state reporting
- Live updated budget information for processing requisitions or invoices
- Easy preparation of Schedule of Federal Award Expenditures
- Reduced data-entry errors and time
- Departmental control over own grants
- Project Central access for Grant Administrators to have snapshot view of all information

Implementing Project Accounting gave the county a multilevel solution for all their grant management requirements — from the department level to the auditor's office, everyone benefited and saw positive results.

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client profile

City and Schools of Staunton, Virginia

As a strong Munis® client for 10 years, an enthusiastic Early Adopter participant (completing three EA upgrades in three years), and a very proactive application user, Staunton is always looking to improve on their internal processes and procedures.

Industry: City and School District
Location: Staunton, VA
Employees: 400 City, 500 Schools
Years as a Tyler Client: 10
Students: 2,734
Annual Budget: $98 M

Tyler Products Used:

General Ledger	GASB 34	Employee Self Service	VA Tax
Budgeting	Inventory	Role Tailored Dashboard	VA Income Tax
Accounts Payable	Work Orders	Tyler Forms	Utility Billing CIS
Project & Grant Accounting	Accounts Receivable	Tyler Cashiering	Parking Tickets
Purchase Orders	HR Management	Animal Licenses	Permits and Code
Requisitions	Applicant Tracking	Business Licenses	Enforcement
Fixed Assets	Payroll	CAMA Bridge	Munis Office

Contact:
Mike Bowen — bowenmw@ci.staunton.va.us - (540) 332-3917
City: www.staunton.va.us Schools: Staunton.k12.va.us

In Their Own Words

"Munis is a great fit for us in more ways than one. Not only has the functionality helped us become more efficient, but Tyler's Evergreen philosophy has provided the City of Staunton with significant functional and technical upgrades annually at no cost to us. Munis is geared toward our specific needs and requirements as a city and school, and we continue to appreciate that utilizing Munis to its full potential can lead to greater efficiency within our organization. In fact, because Munis is designed specifically for local government and schools, it's important to us that we ensure our business practices best match the functional efficiencies within Munis. That's why Staunton has opted to undertake a Business Review this year. It has been 10 years since we've done one, and we want to ensure our business practices best utilize Munis to its full capacity."

Key Issues Addressed

At the time of their initial Munis purchase 10 years ago, many of the City's and School's business practices were outdated. In short, their day-to-day operations were largely manual, redundant and inefficient. With the implementation of their Munis ERP solution, the organization was able to automate and streamline processes and procedures significantly, saving them considerable time and money at the time. For instance, the payroll run for the City and Schools once took four days to complete. With Munis, Staunton was able to reduce processing time by 75%.

Over the years the City and Schools of Staunton have continued to grow and evolve, along with their software needs. They have embraced Tyler's Evergreen practice, stayed up-to-date with their Munis upgrades, and have purchased more products and productivity tools over the years. In other words, their ERP solution continued to evolve with them — without decreasing or adversely impacting their initial Return on Investment (ROI).

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MU-STAVA-CP-2719-0612

Benefits: Financial and Beyond

Tyler's Evergreen philosophy has enabled Staunton to stay abreast of evolving technology, remaining an efficient and highly productive organization. This philosophy provides Staunton with planned and prudent upgrades to their Munis ERP system — included as part of their maintenance agreement — so their organization can continue managing operations in a cost-effective manner. Coupled with inherent, robust productivity tools including Tyler Dashboard and Central programs, Microsoft® Office, Workflow, Scheduler, and Business Analytics with Excel® "cubes," Staunton City and Schools have succeeded in taking a once largely paper-based, decentralized organization to a fully-functional, efficient, centralized and streamlined government.

Best Practices

Capitalizing on the integrated functionality, built-in Workflow and Scheduling, and automated capabilities available within Munis, Staunton is realizing significant benefits in several departments. For instance:

- The Munis Utility Billing CIS staff has seen improved efficiencies within their department
- The Human Resources department has opted to implement Munis Applicant Tracking, enabling staff to centralize this process
- Staff have begun to notice a savings in time spent copying, filing, searching for and distributing paper files and attachments with the recent installation of Tyler Content Manager
- Employees and staff alike look forward to the time savings with the new implementation of Employee Self Service
- The citizens of Staunton enjoy more flexibility and transparency with the operation of Citizen Self Service

In short, eliminating previous information "silos" has freed up staff to focus on more value-added responsibilities, drastically reduced time spent on manual or redundant tasks, decreased the potential for lost or misfiled information, increased citizen and staff efficiencies and access to information, and helped Staunton realize both hard- and soft-cost dollar savings. And after attending the recent Tyler Connect Conference, the City users are excited to begin capturing all the benefits and efficiencies that both Tyler Cashiering and Munis Permits have to offer.

Why Tyler?

- Tyler has more than 30 years of experience delivering software and services to local government and school offices throughout all 50 states, Canada, the Caribbean and the United Kingdom
- Tyler offers experience, excellent customer service, expertise in both technology and knowledge of the public sector
- Tyler provides all consulting, product enhancement, implementation, training and support services
- Tyler is the largest company solely dedicated to providing software and services to the public sector

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client profile

Cranberry Township, Pennsylvania

Munis ERP — The Right Pick for Cranberry Township

Organization Profile:
Industry: Local Government
Location: Cranberry Township, Pa.
Employees: 200; 400 in summer
Years as a Tyler Client: 20+
Population: 30,000
Products Used: Munis®, Tyler Cashiering, TylerForms, Tyler Content Manager, Tyler Incident Management
Website: www.cranberrytownship.org

In their Own Words:

"In the end, the real benefit of the system is the increased efficiencies we see in our daily operations, as well as the improved service that we can offer our customers."

— Adam Osterrieder, Director of Information Technology

Key Challenges

For many years Cranberry Township used Munis financial and payroll software along with two other third-party software systems — one for human resources and another for business processes.

But in 2005, as leaders kicked off their 25-year growth plan, they realized that their three municipal data systems were not positioned for growth. "Unfortunately, these software packages did not integrate together which led to silos of data," said Adam Osterrieder, Cranberry's director of information technology. "Data was often duplicated, quality suffered and manual imports were required for updates. Management did not have a way to easily report on key performance indicators."

Cranberry Township was becoming one of the fastest growing communities in western Pennsylvania; they needed a single ERP solution that would grow with them, integrate their business functions and support their rapidly growing population, services and development activities.

Action Taken

Cranberry's first step in the search was to test the capacity of one of their other software programs to see if it could handle financial and business processes. Next, they revisited Munis to find a greatly expanded product suite with excellent support and a new, improved user interface. "Especially attractive to the township is the fact that Munis was designed specifically for the public sector," said Osterrieder, "and it was structured to be implemented without the need for IT to code and develop their own solutions."

Cranberry Township's decision was made and they set out to implement the remaining Munis ERP product suite in phases:

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MU-AZ-CP-4590-03-0314

Phase One: Human Resources and Payroll

With a water park, golf course and range of summer activities, Cranberry must hire more than 200 seasonal employees each spring, flooding their HR department with applications, resumes and references. The township needed a better way to manage this flux. Munis Human Capital Management offered immediate relief with its online job posting and application review process. "Last year we processed just under 1,000 online job applications," said Osterrieder. "We were able to review, hire and transition them right into the HR and payroll modules with just a click of a button. In the past that would be at least 1,000 pieces of paper to copy and circulate, and then data would need to be manually keyed in."

Munis Human Capital Management also allowed their third-party time card data to be imported rather than keyed in, payroll to be issued via direct deposit, paycheck stubs to be emailed, and all benefits, withholding and other accruals to be accessible 24/7 online. "Munis Employee Self Service is one of our favorites," explained Vanessa Gleason, Cranberry's director of finance. "It saves us from processing internal requests for pay stubs and W-2 forms. It's fabulous! They can change their address, dependent status and so much more. We also use it for our benefits enrollment which saves an enormous amount of time."

Phase Two: Utility Billing Upgrade and Citizen Self Service

The upgrade to the Munis Utility Billing Customer Information System (UBCIS) was timed to coincide with a conversion of 10,000 customers from quarterly to monthly billing. This provided customers with better usage data, lower bills, quicker leak detection, convenient e-billing and direct debit payment options. To date, more than 11 percent of Cranberry's customers have signed up for e-billing which translates into 1,163 fewer bills to print and mail each month — a reduction of almost 14,000 pieces each year. And 16 percent of customers have opted for direct debit payments, which helps the township maintain a healthy cash flow.

With the implementation of Citizen Self Service, residents gained 24/7 access to utility consumption, billing rates, account history and also gained the ability to process payments online. "We are a concierge service," Jerry Andree, the township manager explained. "Residents come first. Technology is important to our customer service."

Phase Three: Permits and Code Enforcement

Over the last decade, growth has been steady in Cranberry Township: they have gained new homes for families, industrial parks for high-tech employers and facilities for civic and cultural activities. The township needed a system to manage this growth. Munis Permits and Code Enforcement allowed them to create a central property master file to fully document each property's usage, zoning codes and ownership, and provide easy access to project drawings. With integration to Esri® GIS through MapLink, it became easier to identify property location and features such as abutters or flood zones. Address information cross referenced with Utility Billing CIS for increased efficiency. And to close the loop, all permit and code enforcement fees flowed into Munis Accounts Receivable in real-time for streamlined and fully integrated financial management.

Results

Cranberry Township's implementation of multiple Munis solutions has centralized data, streamlined hiring and personnel processes, eliminated repetitive manual data entry, improved services for their citizens and helped manage the township's permitting and revenue processes. With a single ERP the township has significantly reduced licensing, technical support and maintenance costs — a savings of tens of thousands of dollars per year.

"It is pretty impressive to look at the extent that Munis has been implemented within the township and all of the services we are now able to offer and manage through the system," Osterrieder reflected. "We have been successful at sharing data between departments and breaking down some barriers where needed."

Cranberry's implementation plan continues to roll forward: Munis Fixed Assets will enable the township to better manage their equipment and property as well as track valuations and depreciation, Munis Work Orders will track maintenance and service costs throughout the township, and Munis Field Inspector will close the gap between the office and inspectors working in the field. Cranberry Township is determined to stay ahead of the technology curve, and with their Munis service contract they will receive software and evergreen feature upgrades for years to come without relicensing fees.

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client profile

2014
Tyler Public Sector
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Award Winner

Town of Queen Creek, Arizona

Munis P-Card Processing Helps Queen Creek Reign in Purchasing

Organization Profile:
Industry: Local Government
Location: Town of Queen Creek, Arizona
Employees: 204
Years as a Tyler Client: 8
Population: 31,187
Products Used: Munis®
Website: www.queencreek.org

In their Own Words:

"Munis P-Card Processing allowed the budget office to produce reports with accurate real-time information, departments were able to have a clearer picture of their expenses and finance was able to process the p-card statements quicker."

— Kim Clark, Business Systems Analyst

Key Challenges

When the Town of Queen Creek transitioned to purchase cards (p-cards) a few years back they were intended for directors' use only. Users were expected to log into the p-card provider's online site to enter their notes for each charge. Queen Creek would then receive a single monthly statement which they would import into Munis Accounts Payable. With such a small number of users, staff could monitor the charges and coding without too much trouble. The convenience and flexibility of p-cards outweighed the extra work in the finance office.

But Queen Creek's p-card users soon numbered 80 with approximately $80,000 to $100,000 in charges each month. Tracking charges across multiple departments became increasingly difficult. The bank's p-card solution "lacked real-time data for monitoring budgets, provided only a generic description on transaction detail, displayed no accountability for p-card purchases for line items that were already over budget, gave no validation of a correct account number upon original data entry, and showed no vendor history for p-card purchases," explained Kim Clark, business systems analyst.

It was not unusual for the finance office to investigate and realign almost 11 percent of purchases each month, a particular problem at year's end when budgets got tight and any unknown charges could threaten their ability to close the books on time. Queen Creek's budget administrator made it clear that p-cards were becoming a real fiscal liability.

Action Taken

In 2012, a sharp-eyed systems analyst noticed P-Card Processing on the Munis directory and discovered that a possible solution was within easy reach. Tyler's online Munis Knowledgebase provided a selection of p-card resources: a p-card layout template for client download, step-by-step instructions on how to import transactions from a third party p-card provider and how to create informational

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invoices for each transaction. After carefully reviewing these resources it was clear that Munis P-Card Processing would improve transactional documentation, limit errors, improve efficiency, and best of all, allow Queen Creek to undertake this implementation on their own.

Kim Clark, the business systems analyst, was chosen to lead the project. She had identified the Munis p-card solution, pre-sold it to all key decision makers and had the strong technical and financial background to handle any "under-the-hood" installation issues herself.

A three month implementation and testing plan was initiated. Clark selected two trusted colleagues, responsible for a half-dozen p-card users, to help test the process throughout installation. "I chose two people sitting near me so that I could hear when something went wrong and immediately address the issues. Communicaton was an important factor in the smooth transition," Clark added. As project leader, she held monthly transition team meetings and also met with other key staff to update them on project milestones and help pre-sell the transition to other end users.

After three months the new process opened up to all p-card users. Staff quickly adapted to a single login for documenting purchases, to the daily Crystal Reports, to the built-in account coding features and to the real-time budget data. Clark summarized, "It was a really easy transition."

Results

Munis P-Card Processing impacted Queen Creek in many ways. "The biggest accomplishment was the real-time data," explained Clark. "It allowed staff to have better control of the department finances with more accurate data. It also allowed for better consistency with statements by creating an easy-to-read and accessible report for staff."

With detailed transactional data, Munis P-Card Processing captured vital vendor information and purchasing history. Queen Creek's purchasing department now had a better way to review their spending by vendor, to look for opportunities for competitive bids and to identify key vendors to negotiate volume discounts.

The time savings were also significant. With a preset list of accounts, users were able to select the correct codes for each purchase. "Munis P-Card Processing controls any issues of an invalid account and over-budgeting as a requisition does," Clark added. "If they enter an account that does not exist or an account that is overdrawn, then the system displays a warning and will not let the end user continue." With fewer mistakes, less time was spent making corrections at the end of the month. Munis P-Card Processing also ensured that employees did not exceed card limits.

"P-cards help employees be more efficient at their jobs. For instance if a pipe breaks, our service mechanic can run down to the hardware store to pick up the parts required instead of waiting for a PO," explained Clark. And with Munis P-Card Processing those purchases are quickly coded and visible on the daily reports for management review. With real-time data and effective purchasing controls Queen Creek now plans to expand their p-card usage as needed to provide efficient and responsive service to their community.

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client profile

City of Durham, North Carolina

Increasing Efficiency with Munis® Financials

Winner of 2008 munis Public sector excellence award

Industry: City Government
Employees: 2,752
Budget: $355 Million
Location: Durham, NC
Tyler products used: Munis® Financials
Years as Tyler client: 3

The Facts: Durham, founded in 1881, is the fifth largest city in North Carolina with a population of 222,000. It is the home of Duke University and North Carolina Central University, and is also a key corner of North Carolina's Research Triangle area, and home of the Research Triangle Park. Known as the City of Medicine, USA, Durham's identity is built on its outstanding hospitals and major national and multinational healthcare companies. It is internationally known for its cutting-edge research companies, specialty clinics, nationally-recognized medical teaching facilities, and acclaimed centers for weight management. Durham now has more than 300 medical and health-related companies and medical practices, with a combined payroll that exceeds $1.5 billion annually.

In Their Own Words:

"Many changes in City processes have been used in the past that did not result in what we've seen with Munis. We have surpassed our goals."

—Keith Herrmann
Interim Finance Director

Key Challenges

- Implement a solution to replace antiquated paper-based system
- Create smooth workflow where all 26 City of Durham departments can access Purchasing and Human Resource Management applications
- Revise current processes and procedures to be more effective

Benefits: Financial and Beyond

- Electronic processing, with a drastic reduction in the time it takes to complete tasks, has overtaken outdated paper processing—translating to both hard and soft costs for the City
- Significant savings in personnel time, delayed actions, and cutting of payroll checks
- Elimination of unnecessary travel between far-flung departments

City of Durham's Best Practices:

- Created detailed specifications, a successful selection of company and product, and implementation of the solution
- Identified and dedicated resources to ensure collaboration and effective communication
- Employees stay informed and up to date on progress

Why Tyler?

- Tyler provides all consulting, product enhancement, implementation, training, and support services
- The Munis Enterprise Resource Planning (ERP) suite is a fullyintegrated software solution
- Tyler is the largest sole provider of software and services for the public sector, covering all solutions for Financial, Education, Document, and Pension Management; Land and Vital Records; Appraisal and Tax; Courts & Justice; Public Safety; and Citizen Services

Contact:

Keith Herrmann
Interim Finance Director
keith.herrmann@durhamnc.gov
www.durhamnc.gov

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MU-NC-CP-1829-0310

City of Durham, North Carolina

Increasing Efficiency with Munis® Financials

Paper-based System a Threat to City Operations

The City of Durham, NC has an important job—its 26 departments and 2,752 employees serve a highly educated citizenry of 222,000, including students at two major universities. With decentralized operations, all of the City's departments are free to manage the initiation of requisitions and personnel actions through the Purchasing and Human Resources functions.

Over the years, it became apparent that the process and handling of paper-based requisitions and personnel actions was not working. Managers and employees were seeing increasing instances of papers being held up in in-baskets, arriving incomplete or unreadable—or lost altogether. They saw frequent delays in completing action as paperwork funneled through the internal mail system.

In short, there were too many instances of purchase orders and personnel actions not being processed in a satisfactory manner. The issue was compounded by the City's scattered employees making daily trips to City Hall to deliver actions that needed prompt attention. In time, this approach allowed bad practices to become the norm.

A New Automated Workflow

In 2005, Durham purchased Munis Financial Software Solution for its Purchasing and Human Resource functions. Automated workflow was implemented in all 26 departments for both functions, paving the way for rapid review, authorization and approval across the board.

In addition, Munis Scheduler and TylerForms were used for purchase order printing and distribution. The new process ensured each department's needs were met promptly, efficiently, and accurately. The highimpact value, reflected in Return on Investment (ROI), was soon evident.

"Outstanding" Outcome in Purchasing

According to Keith Herrmann, Durham's interim finance director, the implementation of Munis had a tremendous effect. "We gained outstanding efficiency in our purchasing process, as evidenced by an issuance of 24,477 purchase orders in Fiscal Year 2008." Herrmann said the average time for a requisition to be converted to a purchase order—written, processed, reviewed, converted, posted, printed, and sent—was 2.73 days.

The new system eliminated unnecessary travel, provided an audit trail of approvals, and allowed the Purchasing staff to address other functions in a timelier manner. Additionally, the implementation of Commodity Codes in the requisition process automatically gave Durham the opportunity to identify items that could be put out to bid.

Human Resource FunctionSees Significant Savings

The automation of the personnel actions approval process has greatly improved Durham's ability to update payroll and personnel records. With an electronic flow of information, data cannot be held up on someone's desk or lost in the mail.

Automatic approval forwarding eliminates human error. Using Munis, HR staff can easily see all personnel actions and attachments. The automated workflow provides significant savings in personnel time, delayed actions, the cutting of payroll checks, and greater visibility into ongoing activities.

"We Have Surpassed Our Goals"

According to Herrmann, City of Durham employees were surprised in the effectiveness of the Munis implementation. "Many changes in City processes have been used in the past that did not result in what we've seen with Munis. We have surpassed our goals."

munis
a tyler erp solution

client profile

City of Lowell, Massachusetts

Munis® Financials—Streamlining the Purchasing Process

Winner of 2009 Munis Public Sector Excellence Award

Industry: City Government
Employees: 3,000+
Budget: $300 million
Location: Lowell, MA
Tyler Products Used: Munis Financials
Years as a Tyler Client: 13

The Facts: Established as part of the first English settlements on the Merrimack River in 1635 and incorporated in 1836, Lowell's unique location at the confluence of the Merrimack and Concord Rivers allowed it to become the first large-scale factory town in America. Today, it is considered to be the birthplace of the American Industrial Revolution. With a diverse population of over 105,000 within an area of 14.1 square miles, Lowell is now the fourth largest city in the Commonwealth of Massachusetts and is home to the University of Massachusetts Lowell, Middlesex Community College, the Lowell National Historical Park, the Lowell Spinners (an affiliate of the Boston Red Sox), the Lowell Auditorium and the Merrimack Repertory Theatre.

Contact:
Mirán Fernandez, Chief Information Officer
www.lowellma.gov

Key Challenges

- Streamline procurement processes to realize cost savings
- Combine City databases and improve the flow of information to increase productivity and communication between departments
- Revise current processes to ensure permits and business licenses are issued by authorized personnel and only to compliant property owners and businesses

Benefits: Financial and Beyond

- Paperless procurement processing resulting in significant savings in paper, toner and overhead costs
- Centralization of more than 30 databases into Munis Permits & Code Enforcement and Munis Business Licensing applications
- Increased collection of outstanding bills
- Improved management of contractor and tradesman records and contractor compliance

City of Lowell's Best Practices

- Utilized Munis functionality in innovative ways to streamline processes, improve efficiencies and save money
- Created standardized operating procedures and end-user training guides and made them available to all Munis users
- Shared enhancements to Munis Permits & Code Enforcement and Munis Business Licensing applications with the general code stream to benefit all Munis users

In Their Own Words:

"By investing in our Munis system and using its flexibility to develop new processes the City saved over $100,000 during 2008."

-Mirán Fernandez, Chief Information Officer

Why Tyler?

- Tyler provides all consulting, product enhancement, implementation, training and support services
- The Munis Enterprise Resource Planning (ERP) suite is a fully-integrated software solution
- Tyler is the largest sole provider of software and services for the public sector, covering all solutions for Financial, Document, Pension and School Management; Land & Vital Records; Appraisal & Tax; Courts & Justice; Public Safety; and Citizen Services

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Moving Beyond "Doing Things as they've Always Been Done"

Technology has always been at the heart of the City of Lowell—and as a Munis client for 13 years, technology has had an important impact on how the City manages the flow of financial information. "Similar to how the power looms and canals of the 19th century's Industrial Revolution increased productivity, efficiency and responsiveness, so too has Munis bridged the City's leap into the 21st century," stated Mirán Fernandez, chief information officer for the City. But it was only in 2008 that the City truly embraced Munis as an Enterprise Resource Planning (ERP) tool with rich functionality flexible enough to meet all of their needs across the organization.

According to Fernandez, City procurement operations had barely evolved in decades, departments were operating in silos with little communication, and important data was decentralized across the City. It was clear—Lowell needed to overhaul its processes and improve communications. They did this by investing in their Munis system and using its functionality in innovative ways.

Significant Savings through Streamlined Purchasing Processes

The first step: overhaul the City's use of Munis Requisitions and Munis Purchase Orders to reduce costs. By utilizing electronic sign offs and attachments of quotes and supporting documentation, the City was able to move to paperless processing of requisitions and POs, resulting in approximately $5,000 in paper, toner and overhead cost savings.

The City was also able to save thousands of dollars by redesigning their POs to incorporate new elements, such as including the ship to address of the ordering department instead of the purchasing department; adding terms and conditions to vendor copies; and utilizing electronic signatures and approvals.

Key Enhancements & Standard Procedures

Next, the City tackled issues associated with permits and licensing: lack of communication between City departments; decentralized databases; sparse inspection and violation data; and inconsistently checked, verified and maintained contractor and tradesman information. These inefficiencies had resulted in permits and business licenses being issued to property owners and businesses that had outstanding balances elsewhere within the City, or even against addresses that didn't exist.

The City invested significantly in enhancements to the Munis Permits & Code Enforcement (PCE) and Munis Business License (BL) modules to address these challenges and ensure compliance with Commonwealth laws. The results:

- Enhanced communication and productivity through the centralization and de-duplication of more than 5,000 business records from more than 30 databases to approximately 1,000 records housed within one database
- Increased collection of outstanding bills by alerting clerks as applications are entered into the system, halting the application process and ensuring that bills are paid prior to issuing new permits and/or licenses
- Improved contractor compliance through improved management and maintenance of all contractor and tradesman insurance and licensing validation

Recognizing that employees needed an easy way to learn these processes and adapt to new ways of using their Munis applications, Fernandez and other City administrators developed standardized operating procedures that serve as comprehensive manuals for Munis PCE and BL training and made them available to other Munis users. City employees now have complete instructions for many day-to-day tasks, including how to process permit applications with outstanding obligations, how to manage contractor and tradesman information and licensing and how to efficiently maintain parcel information.

Flexibility = Tangible Benefits for the City of Lowell

According to Fernandez, by investing in their Munis system and using its inherent flexibility to develop new processes the City saved over $100,000 during 2008. "It's the flexibility of the Munis applications that allows the City to think outside the box in the way we implement these modules, and the way in which we make them work successfully with each other."

munis®
a tyler erp solution

client profile

City of Bainbridge Island, WA

Maximizing Munis® Workflow with Exceptional Process Improvement

Winner of 2009 Munis® Public Sector Excellence Award

Industry: Local Government
Employees: 132
Budget: $50 million
Location: Bainbridge Island, WA
Tyler Products Used: MUNIS Integrated Applications
Years as a Tyler Client: 6

The Facts: The City of Bainbridge Island is located within the Central Puget Sound Basin, west of Seattle. Named after Commodore William Bainbridge, commander of the frigate Constitution in the War of 1812, the island is 27.78 square miles with 52 miles of shoreline. Today over 23,000 people call Bainbridge Island their home. It's no wonder, with exceptional recreational opportunities, a vibrant business climate, and views of the Olympic Mountains and Mt. Rainier. To preserve the Island's natural beauty and vibrant entrepreneurial community, citizens are encouraged to get involved and stay involved an ethos that carried over to the selection and implementation of MUNIS Financial Management software; and after six years, the City continues to maximize MUNIS' efficiency.

Contact:
Kathleen McKnight, Financial Systems Administrator | www.ci.bainbridge-isl.wa.us

In Their Own Words:

"Munis users have the opportunity to use their resources more efficiently by implementing and fully utilizing its integrated functionality. For instance, electronic notifications of pending actions for data entry approval and invoice generation from work orders save our city time and money – producing an excellent ROI."

—Kathleen McKnight,
Financial Systems Administrator

Key Challenges

- Provide one source of financial information to reduce redundancy
- Implement electronic notification and output
- Streamline processes to better utilize employee time and effort, and contain personnel cost
- Integrate processes throughout the organization to create accuracy and realize efficiencies

Benefits: Financial and Beyond

- Exporting to Microsoft Excel, Word, or Portable Document Format and sending reports electronically saved time and paper costs
- Eliminating duplication of effort by employees helped ensure that the personnel costs are directed to their most efficient use.
- Utilizing the flexibility of work orders and workflow streamlined all processes
- Implementing electronic processing allowed full Munis utilization

City of Bainbridge Island Best practices

- Create account codes on work orders that can over-ride payroll default cost workflow then populates to payroll
- Maximize use of work orders custom import from fueling systems updates the odometer reading and triggers preventative maintenance work orders
- Scan and attach vehicle maintenance information to the equipment record maintained in Munis eliminates separate binders for each vehicle
- Enter information once and review on-line production of hard copies for routing between departments is eliminated

Why Tyler?

- Tyler's Munis financial management solution offered unsurpassed integration, flexibility, and an excellent return on investment.
- Tyler's experience, excellent customer service, expertise in both technology and knowledge of the public sector and history of delivering software and services on time and on budget.
- As the nation's largest sole provider of software and services for the public sector, providing solutions for Financial, Document, Pension, and School Management; Land & Vital Records; Appraisal & Tax; Courts & Justice; Public Safety; and Citizen Services, Tyler was the clear choice for The City of Bainbridge Island.

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THE CHALLENGE:

Alleviate redundant work and create efficiencies with integration

The City of Bainbridge Island used two software systems to track costs associated with the Operations and Maintenance Division. One system was the city's financial and payroll program. The other was the city's maintenance management system. The systems lacked integration and didn't communicate with each other. Considerable duplication of time and effort was spent entering and extracting information using the two systems.

For example, three entries were required for one pay record: Employees' time worked was entered into both systems. One to track the time and associated costs on the actual job, one to process payroll and compensate the employees for the work done, and one into which the Operations and Maintenance Division entered the hours into a spreadsheet.

Because of this duplicate entry, the financial information in the two systems did not always match. The lack of integration resulted in extra time and effort spent entering information and trying to reconcile the amounts in the two systems. McKnight commented, "There were disagreements about which numbers were correct leading to a negative effect on the relationship between the two departments."

Their challenge was to contain cost and increase efficiencies, while delivering excellent services to the citizens of Bainbridge Island.

THE PERFECT SOLUTION:

Tyler's Munis Integrated Software

The solution was to purchase Munis' integrated finance and maintenance management system the sole source for financial information for all departments including operations and maintenance. Today, information is entered once into one system.

True to the collaborative ethos of the citizens of the City of Bainbridge Island, information technology, finance and operations, and maintenance staff partnered on the effort which resulted in increased efficiency through elimination of duplicate data entry, increased use of electronic reports, and automatic generation of electronic notices. According to McKnight, "Our successful resolution was possible because of the willingness and ability of the people involved to work together to a common goal. As a relatively small city with limited resources, we recognized the need to use those resources to maximum efficiency."

The City cites Munis' integrated functionality and electronic Workflow notifications, and Munis' response to their requests for enhancements, and especially the redesign of the existing Work Order program as pivotal to their success. Implementing and using the new version of Work Orders offered the city flexibility unknown before Munis. The Public Works Operations and Maintenance Division are using multiple Munis modules to enter information that has an impact on the city's budget and financial status.

The information is available for further processing by the Finance Department, including Payroll, and is available to all departments for viewing and reporting.

For example, Public Works' employee's time is entered through the Work Order. Any exception pays are entered through Payroll Time and Attendance batches. When those batches are released from data entry, Workflow email notifications are sent to the supervisors to review and approve their batches. Their approvals generate Workflow emails to Payroll who can then pull in the information.

Using the Chargeback accounting option on the Work Order enables the city to capture which fund (general, street, water, etc.) was actually responsible for the work. This provides more accurate reporting than was available in the past. The city realized their goal of enhanced customer service through expedited citizen billing for service requests. The customer has the option of having the payment withdrawn directly from their bank account. Receipts are taken through Payment Processing. "By using electronic funds transfers through Lockbox Processing, the city is seeing faster receipt of payments and fewer delinquencies to send to collections", notes McKnight.

Because Munis modules are integrated, the City of Bainbridge Island enjoys an excellent return on investment. The city has managed labor costs, created efficiencies, and fully utilized electronic processing for their work. The power of Tyler integrated software, technological expertise, and customer support made Tyler an easy choice.

• Conference information

Each year Tyler hosts an annual user conference, which brings together staff and clients from across all Tyler products, including Munis. Tyler has appropriately named our conference Connect, and each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. Clients can learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients.

Client input from past conferences continues to impact significantly the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs.

• Documentation

The Munis KnowledgeBase provides users with a single, easily accessible location to find all available documentation on the Munis products and other widely used technology products that integrate with Munis. A user-friendly search screen is located on the www.tylertech.com website. Included are procedure documents, file layouts, user guides, installation manuals, setup documents, system administrator documents, data schemas, training exercises, eLearning classes and much more.

• Other modules or products a municipal government may utilize.

At Tyler, we empower the people who serve the public by providing local governments and school districts with innovative, fully integrated software and services.

In fact, we devote all our time, energy and resources to help local governments and school districts become more efficient, accessible and responsive to the needs of their constituents. Our comprehensive software solutions span the full range of mission-critical services that government entities address every day.

From product development to implementation and long-term maintenance of a project, we are committed at every step of the way to deliver and support a total user experience that ensures our clients have all the tools they need to be successful.

Public Sector Domain Expertise
Our domain expertise is strengthened by the fact that many of our employees have years of experience working at public sector agencies prior to joining Tyler. These professionals speak the language of our clients and truly understand what the public sector needs to operate at its best.

Appraisal & Tax Software and Services

From reassessment in New England towns of 800 parcels to delivering automated valuation model (AVM) support to England for valuation of 22 million domestic residential properties, Tyler Technologies has provided appraisal and tax software and appraisal service solutions to virtually everyone. But we never

rest on our laurels, which is why our expert team throughout the country stays in touch with evolving legislation and assessment practices in your jurisdiction. From delivering leading-edge property appraisal and tax billing and collections software and to property appraisal services, Tyler keeps you ahead of the curve.

Our software solutions are tightly integrated, and can be implemented to manage all areas of property management, **computer-assisted mass appraisal (CAMA)**, **tax billing, extension, collection, and excise tax management for motor vehicles, boats, and vehicle registration**, or one area, such as assessment administration.

Integrated Software for Courts & Justice Agencies

Regardless of their size or location, courts and justice agencies at every level share one thing in common — increasing dependence on technology to simplify processes, improve workflow and ensure efficient and consistent operations.

While each courts and justice agencies has its own requirements and activities, each shares a common need for court software or justice software that can efficiently manage their many responsibilities. Every day, judges, court administrators, prosecuting attorneys, clerks and public defenders must tackle an incredibly diverse set of situations.

City, County & State Courts
Tyler software for courts meets the unique needs of each court, no matter the type (criminal, civil, probate, traffic, family or juvenile) or level (city, county or state). Available as stand-alone applications or in integrated justice solutions, Tyler's software for courts easily adapts to organizations of any size, while providing advanced, reliable functionality that simplifies processes, improves workflow and ensures efficient operations.

Prosecuting Attorneys & Public Defenders
For prosecutors and public defenders, effectively managing an ever-growing caseload often comes down to having critical information when and where you need it. Our Odyssey Attorney Manager justice software is designed specifically for prosecuting attorneys and public defenders to deliver the power to quickly and easily track and manage all case information in seamless integration with the court.

Integrated Justice
At Tyler, we have a vision of local government offices and agencies functioning as a cohesive, connected enterprise based not just on Tyler products but on the architecture and databases that power them. Whether you call it transparency, information sharing, or intra-agency cooperation and communication — it all comes down to secure, efficient access to information when you need it and where you need it — from the bench to the jail, in your squad car, at the dispatch center and everywhere in between. Tyler's courts and justice software solutions help agencies share data among all of the offices in the justice system — police departments, dispatch centers, courts, prosecutors, public defenders, supervision, sheriff departments and jails. This integration saves time and creates operational efficiencies for dispatchers, clerks, judges, jailers, attorneys and others, eliminating redundancies, minimizing errors and helping you to be more responsive to your citizens

Public Safety Software Solutions

Records & Document Management Software Solutions

At Tyler, we understand that despite budget cuts, declining document volumes and shrinking revenue, you must still keep up with changes in legislation, protect private information and satisfy a demanding citizenry. **Our** public sector knowledge and experience allows us to leverage the latest proven technologies to respond to the day-to-day needs of recording offices.

We provide our clients with the most effective government records management and document management software solutions available for indexing, cashiering, public access and reporting. Tyler understands it's not just the features that make a good recording system — it's how those features are implemented.

Tyler has built a reputation for excellence by consistently implementing solid products with the prompt, professional service that clients expect. And our solutions are designed to grow with you, helping you can maximize your investment today — and over the long-term.

- **Land Records**
  Responds to the challenges faced by county recording offices such as storing, securing, managing, tracking, analyzing, searching and procuring land records.
- **Vital and Official Records**
  Provides imaging, indexing, cashiering and public access of vital and official records such as birth/death certificates, marriage licenses and certificates, notary bonds and passport application filings.
- **Social Services**
  Manages documents from intake to audit integration for social services including food and nutrition, Medicaid, adoptions, daycare and voter registration.
- **Content Management**
  Allows state and local governments and school districts to capture, deliver, manage and archive electronic information — saving offices valuable time, energy and dollars.
- **Meeting Management**
  Simplifies city council, school board and county commissioner meeting planning and scheduling, and automates the documentation of minutes so meetings are more efficient, convenient and productive from start to finish.

Section 10 Detailed Cost Breakdown

10 Detailed Cost Breakdown of software solution proposed by module and functional area.

Please reference the detailed cost breakdown of the proposed software by module on the following page.

Request for Proposals (RFP)
Enterprise Resource Planning (ERP) Software Solution

Detailed Cost Breakdown of software solution proposed by module and functional area

Description	License	License Discount	License Net		SaaS Annual Fee
Financials:					
Accounting/GL/BG/AP	$29,000	$2,900	$26,100		$20,416
Cash Management	$5,000	$500	$4,500		$3,520
Fixed Assets	$7,700	$770	$6,930		$5,421
Project & Grant Accounting	$6,000	$600	$5,400		$4,224
Purchasing	$12,700	$1,270	$11,430		$8,941
Payroll/HR:					
Applicant Tracking	$2,750	$275	$2,475		$1,936
HR Management	$7,700	$770	$6,930		$5,421
Payroll w/ESS	$16,100	$1,610	$14,490		$11,334
Professional Development	$5,500	$550	$4,950		$3,872
Revenue:					
Accounts Receivable	$6,600	$660	$5,940		$4,646
General Billing	$3,000	$300	$2,700		$2,112
Tyler Cashiering	$11,000	$1,100	$9,900		$7,744
UB Interface	$8,250	$825	$7,425		$5,808
Utility Billing CIS	$23,000	$2,300	$20,700		$16,192
Business License	$6,000	$600	$5,400		$4,224
Productivity:					
Citizen Self Service	$6,600	$660	$5,940		$4,646
eProcurement	$5,000	$500	$4,500		$3,520
Munis Analytics & Reporting	$27,400	$2,740	$24,660		$12,600
Tyler Content Manager SE	$14,000	$1,400	$12,600		$9,856
Tyler Forms Processing	$7,500	$750	$6,750		$5,400
Postal Xpress (Lorton) Annual Subscription	$0	$0	$0		$1,495
Other:					
EnerGov Citizen Access Portal	$3,300	$330	$2,970		$2,508
EnerGov e-Reviews	$4,125	$413	$3,712		$3,135
EnerGov ESRI Integration	$5,500	$550	$4,950		$4,180
EnerGov iG Workforce Mobile	$4,125	$413	$3,712		$3,135
EnerGov Intelligent Objects Automation	$10,665	$1,067	$9,598		$8,105
EnerGov Permits & Inspections	$8,250	$825	$7,425		$6,270
EnerGov Professional Licensing	$3,300	$330	$2,970		$2,508
TOTAL:	**$250,065**	**$25,008**	**$225,057**		**$168,945**

Section 11 Detailed Cost

11 Detailed Costs for the Following:

- System Implementation
- Conversion of Historical Data
- Training
- Annual Support/Maintenance/Upgrades

Please reference the detailed cost breakdown of the implementation services, including training and conversion of historical data, and annual support/maintenance for the proposed software by module on the following page.

Request for Proposals (RFP)
Enterprise Resource Planning (ERP) Software Solution

Detailed Costs for Implementation Services and Annual Support/Maintenance

Description	Impl. Days	Impl. Cost	Data Conversion	Maintenance Basis (self-hosted)	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	15 @ $1,275.00	$19,125	$8,200	$5,220	$5,220	$0
Cash Management	2 @ $1,275.00	$2,550	$0	$900	$900	$0
Fixed Assets	4 @ $1,275.00	$5,100	$2,000	$1,386	$1,386	$0
Project & Grant Accounting	3 @ $1,275.00	$3,825	$4,000	$1,080	$1,080	$0
Purchasing	7 @ $1,275.00	$8,925	$1,800	$2,286	$2,286	$0
Payroll/HR:						
Applicant Tracking	2 @ $1,275.00	$2,550	$0	$495	$495	$0
HR Management	5 @ $1,275.00	$6,375	$0	$1,386	$1,386	$0
Payroll w/ESS	13 @ $1,275.00	$16,575	$13,200	$2,898	$2,898	$0
Professional Development	2 @ $1,275.00	$2,550	$0	$990	$990	$0
Revenue:						
Accounts Receivable	7 @ $1,275.00	$8,925		$1,188	$1,188	$0
General Billing	3 @ $1,275.00	$3,825	$1,000	$540	$540	$0
Tyler Cashiering	4 @ $1,275.00	$5,100	$0	$1,980	$1,980	$0
UB Interface	3 @ $1,275.00	$3,825	$0	$1,485	$1,485	$0
Utility Billing CIS	19 @ $1,275.00	$24,225	$19,300	$4,140	$4,140	$0
Business License	7 @ $1,275.00	$8,925	$7,500	$1,080	$1,080	$0
Productivity:						
Citizen Self Service	1 @ $1,275.00	$1,275	$0	$1,188	$1,188	$0
eProcurement	1 @ $1,275.00	$1,275	$0	$900	$900	$0
Munis Analytics & Reporting	8 @ $1,275.00	$10,200	$0	$4,932	$4,932	$0
Tyler Content Manager SE	4 @ $1,275.00	$5,100	$0	$2,520	$2,520	$0
Tyler Forms Processing	0 @ $1,275.00	$0	$0	$1,500	$1,500	$0
Postal Xpress (Lorton) Annual Subscription	1 @ $1,175.00	$1,175	$0	$1,495	$0	$1,495
Other:						
EnerGov Citizen Access Portal	2 @ $1,275.00	$2,550	$0	$825	$825	$0
EnerGov e-Reviews	4 @ $1,275.00	$5,100	$0	$1,031	$1,031	$0
EnerGov ESRI Integration	1 @ $1,275.00	$1,275	$0	$1,375	$1,375	$0
EnerGov iG Workforce Mobile	2 @ $1,275.00	$2,550	$0	$1,031	$1,031	$0
EnerGov Intelligent Objects Automation	8 @ $1,275.00	$10,200	$0	$2,666	$2,666	$0
EnerGov Permits & Inspections	15 @ $1,275.00	$19,125	$10,800	$2,063	$2,063	$0
EnerGov Professional Licensing	7 @ $1,275.00	$8,925	$7,800	$825	$825	$0
TOTAL:		**$191,150**	**$75,600**	**$49,405**	**$47,910**	**$1,495**

Other Implementation Services				
Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000	$0	$1,000
AP Positive Pay Export Format	1	$3,000	$0	$3,000
EnerGov Permits & Code Forms Library (4 Forms)	1	$2,400	$0	$2,400
EnerGov Professional Licensing Forms Library (2 Forms)	1	$1,200	$0	$1,200
Estimated Travel Expenses	1	$68,500	$0	$68,500
Install Fee - New Server Install-WIN (Self-Hosted only)	1	$6,000	$0	$6,000
Munis Admin & Security	2	$1,275	$0	$2,550
Project Planning Services	1	$5,000	$0	$5,000
PR Positive Pay Export Format	1	$3,000	$0	$3,000
Tyler Forms Financial Library	1	$1,600	$0	$1,600
Tyler Forms Library - General Billing	1	$1,500	$0	$1,500
Tyler Forms Library - Payroll	1	$1,200	$0	$1,200
Tyler Forms Library - Business License	1	$1,200	$0	$1,200
Tyler Forms Processing Configuration	1	$1,500	$0	$1,500
Tyler Forms Library - Utility Billing	1	$4,500	$0	$4,500
VPN Device (SaaS only)	1	$4,000	$0	$4,000

3rd Party Hardware, Software and Services				
Description	Quantity	Unit Price	Unit Discount	Extended Price
Advanced Cash Station	1	$4,690	$0	$4,690
Tyler Secure Signature System with 2 Keys	1	$1,650	$0	$1,650

Section 12 Hourly Rates

12 Hourly Rates for:

- Tasks Not Outlined in RFP
- Additional Training
- Custom Modifications

Other Services / Rates

Description			Unit Price		Notes
Implementation Services			$1,275/day		Billed in half or full day increments
Custom Programming			$1,100/day		Analysis required before quoting modifications
OSDBA Services			$1,000/day		Annual contract also available (see below)
OSDBA Contract Services (self hosted only)			$11,978/year		25% of the Annual Maintenance, with a $2500 annual minimum.
Disaster Recovery Service			$11,978/year		25% of the Annual Maintenance, with a $2500 annual minimum.
Source Code Escrow			$756/year		Billed directly by Iron Mountain

Section 13 Exceptions to the Proposal

13 Exceptions to the Proposal

Exceptions to the City of Louisville, Colorado

Request for Proposals for Enterprise Resource Planning (ERP) Software Solution

Submitting a Proposal (pg 6), Exceptions to RFP (pg 7), Contract Provisions and Terms (pg 8): Tyler's proposal for products, services, and pricing is based upon the information provided by the City in the RFP.

City may retain possession of Tyler's Proposal, however, Tyler retains all ownership and intellectual property rights in its proprietary and copyrighted material submitted in its Proposal. City may not use any of Tyler's proprietary and copyrighted material without the express written permission of Tyler, at Tyler's sole discretion.

Tyler shall be obligated to provide products and services only upon execution and under and according to the terms and conditions of the mutually negotiated and executed contract between Tyler and the City. Attached to this response is Tyler's standard System Agreement and related exhibits. Tyler prefers to use the standard Tyler contract as the basis for beginning contract negotiations for several reasons. First, it has been refined through thousands of negotiations to balance the rights and obligations of both Tyler and its clients. Tyler tracked issues that arose during the majority of negotiations and revised the Tyler contract accordingly. Second, in the few instances when Tyler has consented to use a client's contract, the negotiation process was time-consuming and lengthy, resulting in higher legal and consulting fees to the client. Tyler recognizes that there may be clauses of particular importance to the City that are not included in the Tyler contract. Tyler's contract negotiation philosophy is to balance the rights and responsibilities of both Tyler and the client, taking into account issues of special importance to each party, and Tyler is amenable to accommodating the City's contract requests by incorporating mutually agreeable clauses into the contract. Tyler reserves the right to negotiate any and all contract terms to the mutual satisfaction of the parties.

Tyler agrees to be bound by Tyler's Proposal and is amenable to include certain sections of the Request for Proposal into the contract, however, in the event of conflict, the Tyler System Agreement and its Exhibits and Tyler's Proposal/Response to City's Request for Proposal shall take precedence over the City's contract documents and Request for Proposal and conditions imposed therein.

Insurance (pg 7): Tyler will maintain insurance coverage as set forth in the Insurance Certificates attached to Tyler's Proposal. City can be listed as an additional insured to the Commercial General Liability policy, but Tyler's insurer prefers not to list the City as an additional insured to the Automobile Liability policy. Tyler reserves the right to negotiate this issue. Tyler's insurer prefers not waive all rights of subrogation. Tyler reserves the right to negotiate this issue. Tyler will not provide copies of insurance policies, but will provide declaration pages for all policies except D&O and Professional Liability. Tyler reserves the right to

change any deductibles or self-insured retentions without City's consent, but Tyler may, if requested by City, list deductibles on Insurance Certificates. Whether or not Tyler's insurance shall be primary depends on the nature of the claim. Tyler's Insurance Agent uses a standard Acord Form which states "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

Certification per C.R.S. 8-17.5-102(1): Tyler shall provide to City a Memorandum of Understanding (MOU) generated upon completion of the E-Verify program, to affirm its enrollment and participation in a Federal Work Authorization Program with respect to the employees working within the state of Colorado in connection with this project.

Project Scope (pg 8): Testing, reports, data conversion integration, documentation, plans and other services provided by Tyler which are not included as a part of Tyler's standard implementation services would be performed at Tyler's then current rates and fees.

Section 6 – Implementation and Project Management Services (pg 11): Tyler will deliver a sample project plan in Tyler's Proposal. Tyler will deliver a detailed and realistic implementation plan upon obtaining further information from the City after being selected as the successful vendor.

Tyler will provide information on Tyler personnel likely to be assigned to the City's project. Tyler unable to assign personnel to a project until Tyler is selected, in an effort to most effectively use resources. Tyler prefers that City not have the right to approve Tyler personnel, however, the Tyler personnel will be competent to perform the services set forth in the mutually developed implementation plan, and Tyler is willing to discuss in good faith mechanisms for protecting City from unsatisfactory or inadequate services provided by Tyler personnel. Tyler will make best efforts not to remove Tyler personnel from City's project for its duration. Tyler is willing to discuss in good faith mechanisms for protecting the City from unsatisfactory transition services.

Section 8 (pg 11): Tyler reserves the right to negotiate pricing not on a "fixed fee" or "not to exceed" basis. Tyler's proposal contains estimates of the amount of services and associated expenses needed, based on the size and scope of the City's project. The actual amount of services and expenses depends on such factors as the City's level of involvement in the project and the speed of knowledge transfer. Prices submitted in the Proposal do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Travel Policy will be attached as an exhibit to the contract. Tyler's prices do not include applicable local, City or federal sales, use, excise, personal property or other similar taxes or duties, which the City is responsible for determining and remitting. On an ongoing basis, City will also be responsible for annual maintenance fees at Tyler's then current rates and any related third party fees, including those associated with the addition of users to the configuration, and City shall be responsible for any increases in third party fees.

Implementation Commencement (pg 13): Tyler will commence and perform services in accordance with the mutually agreed upon implementation plan schedule. Tyler will provide services for implementation milestones and a live production date in accordance with a mutually developed and agreed upon implementation plan.

Support (pg 13): Tyler will provide support during the hours of its then current support call process.

Tyler passes through to its clients all warranties received on third-party products and services. Licensing, maintenance, Implementation and professional services related to the Third Party Products may be provided separately and directly by the vendor of the Third Party Product.

Section 14 Terms and Conditions

14.1 Sample Contracts

Please reference the Sample Contract on the following pages.

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 [INSERT CLIENT NAME].
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"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 End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.

- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary directly to the escrow agent. 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. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. 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. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains 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.

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 Majuere 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. 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and 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 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 you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to

provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

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 internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

   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 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. 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 Tyler, 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 the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together 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 only withhold payment of the amount(s) actually in dispute 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.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. 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.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

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 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; (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.

1.4 If, as a result of an infringement or misappropriation claim, 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. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct 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 our negligence or willful misconduct.

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 direct 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.

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 THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT.

THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon 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. 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 meet 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 Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes 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. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.

9. Force Majeure. 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 End User License Agreement(s).

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. 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 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.

20. Multiple Originals and 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.

21. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)

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.
ERP and Schools Division

By:_____

Name:_____

Title:_____

Date:_____

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

[INSERT CLIENT NAME]

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT TITLE]

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to [INSERT CLIENT NAME] under your License and Services 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 your License and Services Agreement.

[List and Price the Tyler Software, Services, Third Party Products, etc.]

[Any sales commitments capping maintenance and support fees for a period of time should be noted by the Maintenance and Support Fee]

Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 50% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% ninety (90) days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: The first year maintenance and support fees for the one (1) year period commencing on the Available Download Date are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the Implementation Planning Document.

   2.2 *Consulting Services*: Consulting services are invoiced 50% upon commencement of the service and 50% upon completion of the service, by product.

   2.3 *Data Conversion Services*: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

   2.4 *Implementation and Other Professional Services (excluding training)*: Implementation and other professional services (excluding training) are billed at daily rates, and invoiced on a monthly basis as delivered.

   2.5 *Training Services*: Training services are billed in half-day and full-day increments as delivered, and invoiced on a monthly basis.

   2.6 *Requested Modifications to the Tyler Software*: Requested modifications to 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.

3. Other Services and Fees. [Include as applicable]

   3.1 *Unlimited Client Access*: First year maintenance for Tyler Unlimited Client Access is invoiced on the Available Download Date. Maintenance for Tyler Unlimited Client Access will renew automatically at our then-current rates, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current maintenance term.

   3.2 *Operating System / Database Administration Services*: OS/DBA Services are invoiced on the Available Download Date. OS/DBA Services will renew automatically for additional one (1) year terms at our then-current OS/DBA fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

   3.3 *Disaster Recovery Services*: Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

   3.4 *Payroll Tax Table Update Fee*: The first year Payroll Tax Table Update Fee for the one-year period commencing on the Available Download Date is waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the Available Download Date. Annual Payroll Tax Table Update services will renew automatically for additional one-year terms at our then-current Annual Payroll Tax Table Update service fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

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

   4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   4.3 *Third Party Hardware*: Third Party Hardware costs are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.

	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

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

   - Up to five days = one checked bag
   - Six or more days = two 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.

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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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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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.

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Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty-five (45) days written notice of any change in your annual maintenance and support fees. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. 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 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 conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software 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 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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 can't resolve a support issue remotely, we may be required to provide onsite services. In such event, 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. 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); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (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 beyond those outlined in this section will be billed to you at our then current rates.

6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.

Support Call Process

Tyler Technical Support Department for Munis®

Goal: To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-9:00pm EST Monday-Friday

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Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily incoming calls,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support
When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- ≠ your full name (first name, last name) and the site you are calling for/from;
- ≠ a phone number where you can be reached;
- ≠ the details of the issue or question you have (i.e.: program, • process, error message);
- ≠ the priority of the issue (1, 2, 3, or 4); and
- ≠ when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging
All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support
Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System
Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

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Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open

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call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call
If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore (michelle.madore@tylertech.com)**	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com)**	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com)**	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com)**	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com)**	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources
A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Munis Internet Updater (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.

- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.

- **Knowledgebase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool
Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

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At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration
Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

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AGREEMENT

This Software as a Service ("SaaS") agreement ("Agreement") is made this _____ day of _____ _____ 201_ ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and [INSERT CLIENT NAME], with offices at [INSERT CLIENT ADDRESS] ("Client").

WHEREAS Client issued a [INSERT DOCUMENT NAME] on [INSERT DOCUMENT DATE] for the purpose of acquiring [INSERT SYSTEM NAME(S)] ("Systems"); and

WHEREAS Tyler responded to Client's [INSERT DOCUMENT NAME] with a Proposal dated [INSERT DATE]; and

WHEREAS Client, on [INSERT DATE OF AWARD] awarded Tyler the contract for furnishing, delivering, implementing, and hosting of the specified System;

OR

WHEREAS Client and Tyler executed an agreement for Munis Software with an Effective Date of _____ __, ____ ("Original Agreement") through which the Client obtained certain license rights to the Munis software and associated professional services; and

Comment [r1]: For Flips

WHEREAS Client now wishes to have Tyler host the Tyler software presently licensed to the Client;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE

1. License Grant.
    a. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. The grant of license is contingent on Client remitting payment of fees required under this SaaS Agreement. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW A SAAS AGREEMENT. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT FAILS TO REMIT ANY REQUIRED SAAS FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO CLIENT OF TYLER INTENT TO REVOKE THE LICENSE.
    b. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
    c. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
    d. Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall

use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.

e. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.

f. In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the SaaS fees set forth in the Investment Summary.

3. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current SAAS Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3).

4. Intellectual Property Infringement Indemnification.
   a. Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
   b. Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
      i. Promptly notifies Tyler in writing of any such claim;
      ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
      iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
   c. Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
      i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the most-current version of the Tyler Software Product made available to the Client;
      ii. ii. Client's combining the Tyler Software Product with devices or products not provided or recommended by Tyler;
      iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process

would not have given rise to the claim;

iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;

v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or

vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d. Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

a) Procure for Client the right to continue using the infringing Tyler Software Products; or

b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Expenses. Tyler will invoice Client for expenses in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars ($5) are not available.

3. Additional Services.

a. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.

b. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.

4. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) Tyler's then-current daily fees it charges to Client's obtaining such services if Tyler is unable to re-assign its personnel.

5. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this SaaS Agreement, (see Limitations and Exclusions *infra*), including materials and expenses, will be billed to Client at Tyler's then current rates.

3. Maintenance Services Terms and Conditions. For as long as a current SaaS Agreement is in place, Tyler shall:
a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
e) Provide Client releases of the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler SaaS Agreement. If required by Client, Third Party Products, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current prices. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

4. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support, application design, other consulting services, and support outside Tyler's normal business hours.

5. Access to Environment.
Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products hosted by Tyler in order, when necessary, to provide maintenance services set forth herein.

SECTION D – THIRD PARTY PRODUCTS

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.
a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
c) The right to transfer the System Software to a replacement hardware system, if such System Software is installed on Client owned hardware, is governed by the Developer. The cost for new media or any required

technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
f) Client may make copies of the System Software if installed on Client hardware, but such copies shall be for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products being installed on Client premises; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.
a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.
a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in

reliance upon this limitation of liability.

SECTION E – SOFTWARE AS A SERVICE

1. Term. The term of this SaaS Agreement shall be [TERM START DATE] through [TERM END DATE] ("Term").

2. Hosting. Tyler shall host and make available to Client the Tyler Software Products listed in the Investment Summary.

3. Concurrent Users. The SaaS fees are based on XXX (XX) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

4. SaaS Fees. The Client agrees to timely pay and Tyler Agrees to accept from Client the SaaS fees listed in the Investment Summary in accord with the requirements of this Agreement. Client acknowledges that continued access to the Tyler Software Products is contingent on Client's payments of SaaS Fees as indicated in this Agreement. If Client fails to remit the SaaS Fees as required by this Agreement, Tyler shall have the undisputed right to terminate this Agreement and deny access to the hosted applications for Client following thirty (30) days written Notice of Tyler's intent to terminate.

5. Service Level Agreement. For as long as a current SaaS Agreement is in effect, Tyler shall provide Client access to the Tyler Software Products then-licensed by Client in accordance with Tyler's then-current Service Level Agreement. The current Service Level Agreement is attached as Exhibit 2 to this SaaS Agreement.

6. Databases. Prices include test, training, and production databases.

7. Unused Services. Unused services listed in the Investment Summary will expire at the end of the initial Term.

8. TCM. Tyler's Hosting of TCM [specify version] includes up to XX GB in storage in Tyler's hosted environment. Should additional storage be required, it may be purchased as needed at an annual fee of $1,000 per 100GB.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.
    a. In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any

issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.

b. Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

   Force Majeure will not be allowed unless:

   a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
   b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

   Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

   In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification & Limitation of Liability.

   a. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
   b. Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.
   c. **Limitation of Liability**. In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising

out of or in connection with the use of the Tyler Software Products. In no event, shall Tyler be liable for damages in excess of amounts paid by Client for the SaaS fees identified in the Investment Summary and paid by Client. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement. The foregoing limitation of liability is not applicable to 3rd party products. See section D ("Third Party Products") for the limitation of liability applicable to 3rd party products.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS SaaS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's receipt of written notice from Client, the following procedure will apply:
   a. Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
   b. The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

   In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

   All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

   Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. 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.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into

this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Non-Appropriation &Termination. If Client should not appropriate or otherwise make available funds sufficient to pay the SaaS fees for the Tyler Software Products set forth in this Agreement, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler.

    Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client.

    Upon any termination of this SaaS, Client shall pay Tyler for all services and products delivered and expenses incurred prior to the date Tyler received Client's notice of termination. Additionally, in the event Client terminates this Saas Agreement prior to the end of the initial Term, Client shall remit to Tyler fees in accord with the following schedule:

    - ≠ Termination within one (1) year of the Term start date: seventy five percent (75%) of the quarterly SaaS fees, beginning upon the date of termination and ending on the end date of the initial Term, that would have been payable had the Client not terminated the Agreement;
    - ≠ Termination between the one year and two year anniversaries of the Term start date: fifty percent (50%) of the quarterly SaaS fees, beginning upon the date of termination and ending on the end date of the initial Term, that would have been payable had the Client not terminated the Agreement; and
    - ≠ Termination between the two year anniversary of the Term start date and the end date of the initial Term: twenty five percent (25%) of the quarterly SaaS fees, beginning upon the date of termination and ending on the end date of the initial Term, that would have been payable had the Client not terminated the Agreement.

    Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

16. No Assignment. Client may not assign its rights and responsibilities under this Agreement without

Tyler's prior written permission, not to be unreasonably withheld.

17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

18. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
    a. Actually received,
    b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
    c. Upon receipt by sender of proof of email delivery, or
    d. If not actually received, ten (10) 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 respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

    Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.	[INSERT CLIENT NAME]
1 Tyler Drive	[INSERT CLIENT ADDRESS]
Yarmouth, ME 04096	[INSERT CLIENT ADDRESS]
Attention: Associate General Counsel	[INSERT CLIENT TITLE]

19. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

20. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
    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; and
    d. Workers compensation complying with statutory requirements.

21. 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. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take 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 for a period of two (2) years. This obligation of confidentiality will not apply to information that:
    a. At the time of the disclosure is in the public domain;
    b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
    c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
    d. A party receives from a third party who has a right to disclose it to that party; or
    e. Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of

process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

22. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's 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.

23. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

24. Shipping. Delivery will be F.O.B. shipping point.

25. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

26. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

27. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

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

28. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.

29. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

30. Payment Terms.
    a. Payment is due within thirty (30) calendar days of invoice receipt.
    b. Credits. The Client will receive a credit of $xxxxx for the fees paid by Client to Tyler under the Annual Support Agreement, Disaster Recovery Services Agreement and the Operating System and Data Base Administration ("OSDBA") Contract Services Agreement as itemized below and for the time frames listed:

i. Annual Support Agreement for the period [month] [day], [year] until [month] [day], [year] ($xxxxx);
ii. Disaster Recovery Services Agreement for the period [month] [day], [year] until [month] [day], [year] ($xxxxx); and
iii. OSDBA Contract Services Agreement for the period [month] [day], [year] until [month] [day], [year] ($xxxxx).

Client, at its discretion, may have such credit applied against fees payable for any products or services acquired from Tyler pursuant to this Agreement.

c. The financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein ($XXX) shall be payable as follows:
   i. License fees of X(x) will be invoiced when Tyler has made the software available for download by the Client.
   ii. Hardware fees of X(x) will be invoiced upon delivery of the Hardware.
   iii. VPN Device Installation Fee ($XXX.XX) will be due as provided.
   iv. On or before XXX and on or before the first day in each subsequent quarter through the end of the Term, Client will remit to Tyler quarterly SaaS fees in the amount of $XXX.XX, for a XXX (X)-year total of $XXX.XX.
d. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 4.

31. Original Agreement. Upon the commencement of the Term, the Original Agreement is terminated.

32. Use of Client's Name. Client hereby consents to use of Client's name in client lists, marketing presentations, and promotional materials, provided that the specific details about the project are not revealed.

33. Contract Documents. This Agreement includes the following exhibits:

Exhibit 1 – Investment Summary
Exhibit 2 – Service Level Agreement
Exhibit 3 – Support Call Process
Exhibit 4 – Business Travel Policy
Exhibit 5 – Adobe End User License Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc. ERP and Schools Division	[INSERT CLIENT NAME]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1

Investment Summary

[INSERT QUOTE]

Exhibit 2

Service Level Agreement

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the Saas Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has contracted with Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.
To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.
The documentation the Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.
Upon timely receipt of a Client's Downtime report, outlined above in Section III(a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.
Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support
When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- ≠ Your full name (first name, last name) and the site you are calling for/from
- ≠ A phone number where you can be reached
- ≠ The details of the issue or question you have (i.e.: program, • process, error message)
- ≠ The priority of the issue (1, 2, 3, or 4)
- ≠ When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging
All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support
Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System
Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers
Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities
A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls
Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call
If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore (michelle.madore@tylertech.com)**	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com)**	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com)**	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com)**	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com)**	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources
A number of additional resources are available to you to provide a comprehensive and complete support experience.

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool
Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration
Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) 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 reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

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

- ≠ Up to five days = one checked bag
- ≠ Six or more days = two 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 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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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 range from $46 to $71. A complete listing is available at www.gsa.gov/perdiem.

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 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 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. 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.

Effective Date: April 1, 2012

Exhibit 5

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7. WARRANTY

7.1. Warranty. Adobe warrants to Licensee that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following shipment of the Software when used on the recommended operating system, platform and hardware configuration. This limited warranty does not apply to evaluation software (as indicated in Section 4), patches, sample code, sample files and font software converted into other formats. All warranty claims must be made within such ninety (90) day period. If the Software does not perform substantially in accordance with the Documentation, the entire liability of Adobe and Licensee's exclusive remedy shall be limited to either, at Adobe's option, the replacement of the Software or the refund of the license fee paid to Adobe for the Software.

7.2 DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY ADOBE AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ADOBE'S, ITS AFFILIATES' OR ITS SUPPLIERS' BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AND FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE IN LICENSEE'S JURISDICTION, ADOBE, ITS AFFILIATES AND ITS SUPPLIERS PROVIDE THE SOFTWARE AS-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY

RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. EXCEPT FOR THE EXCLUSIVE REMEDY SET FORTH ABOVE AND AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT WILL ADOBE, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY EVEN IF AN ADOBE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. ADOBE'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits Adobe's liability to Licensee in the event of death or personal injury resulting from Adobe's negligence or for the tort of deceit (fraud). Adobe is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this agreement, if any, or contact Adobe's Customer Support Department.

9. Governing Law. This Agreement, each transaction entered into hereunder, and all matters arising from or related to this Agreement (including its validity and interpretation), will be governed and enforced by and construed in accordance with the substantive laws in force in: (a) the State of California, if a license to the Software is purchased when Licensee is in the United States, Canada, or Mexico; or (b) Japan, if a license to the Software is purchased when Licensee is in Japan, China, Korea, or other Southeast Asian country where all official languages are written in either an ideographic script (e.g., hanzi, kanji, or hanja), and/or other script based upon or similar in structure to an ideographic script, such as hangul or kana; or (c) England, if a license to the Software is purchased when Licensee is in any other jurisdiction not described above. The respective courts of Santa Clara County, California when California law applies, Tokyo District Court in Japan, when Japanese law applies, and the competent courts of London, England, when the law of England applies, shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being

licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc. ERP and Schools Division	[INSERT CLIENT NAME]
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

14.2 Master Escrow Agreement

Please reference the Master Escrow Agreement on the following pages.

EFFECTIVE DATE: Sept. 29, 2008
MASTER DEPOSIT ACCOUNT NUMBER: 34953

THREE-PARTY MASTER DEPOSITOR ESCROW SERVICE AGREEMENT

1. **Introduction.**

This Three-Party Master Depositor Escrow Service Agreement (the "**Agreement**") is entered into by and between Tyler Technologies, Inc., ("**Depositor**"), and by any additional party enrolling as a "**Beneficiary**" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term "services" in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("**Services**"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("**Work Request**") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "**Iron Mountain Website**").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary ("**License Agreement**"), and the Parties intend this Agreement to be considered as supplementary to the License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. **Depositor Responsibilities and Representations.**

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("**Deposit Material**") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. **Beneficiary Responsibilities and Representations.**

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.

(b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such

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Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. **Iron Mountain Responsibilities and Representations.**

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.

(c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables, prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.

(e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.

(f) Upon receipt of written instructions by Depositor, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material.

(g) Iron Mountain will return the Deposit Material to Depositor upon termination of this Agreement. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

5. **Payment.**

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("**Service Fees**"). Except as set forth below, all Service Fees are due to Iron Mountain within forty-five (45) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Iron Mountain shall not increase Service Fees by more than eight percent (8%) per year. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate reasonably acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any undisputed Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement

6. **Term and Termination.**

(a) The initial "**Term**" of this Agreement is for a period of one (1) year from the Effective Date (**"Initial Term"**) and will automatically renew for additional one (1) year terms (each a "Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor provides Iron Mountain with sixty (60) days' prior written notice of its intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides one hundred eighty (180) days prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement During this notice period, Iron Mountain's Service Fees shall be paid by the Paying Party. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.

(b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

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(c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within forty-five (45) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. **General Indemnity.**

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

8. **Warranties.**

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.

(b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

(d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

9. **Confidential Information.**

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (I) ANY CLAIMS OF

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INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. **Consequential Damages Waiver.**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. **General.**

(a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform Services.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.

(f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).

(g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.

(i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.

(j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be

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unreasonably withheld or delayed, provided, however, Depositor may, without the prior written consent of Iron Mountain, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the Depositor's assets. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties. No assignment of this Agreement by Iron Mountain or any rights or obligation of Iron Mountain under this Agreement is permitted without the written consent of Depositor, which shall not be unreasonably withheld or delayed, provided, however, that Depositor's consent shall not be required for any assignment of this Agreement to an Iron Mountain subsidiary or other Iron Mountain entity.

(k) Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.

(l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) it's costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties in dispute shall submit briefs of no more than ten (10) pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, with agreement by Iron Mountain not to be unreasonably withheld, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.

(p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.

(q) No Third Party Rights. This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

(r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.

(s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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(t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

DEPOSITOR: TYLER TECHNOLOGIES, INC.

SIGNATURE:	
PRINT NAME:	Richard E. Peterson, Jr.
TITLE:	President - FMS Division
DATE:	September 25, 2008
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	9/29/08
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

Approved as to Operational Content:
Iron Mountain Operations

I. Nicole King, Contracts Specialist
Date: September 19, 2008

Approved as to Form and Content:
Iron Mountain Legal Department

James E. Raymond, Contracts Specialist
Date: Sept. 8, 2008

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

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DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Stacey M. Gerard
TITLE:	Contracts Manager
EMAIL ADDRESS	stacey.gerard@tylertech.com
STREET ADDRESS	370 US Route 1
PROVINCE/CITY/STATE	Falmouth, ME
POSTAL/ZIP CODE	04105
PHONE NUMBER	800-772-2260
FAX NUMBER	207-781-2459

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Lisa Carpenter
TITLE:	Senior A/P Specialist
EMAIL ADDRESS	lisa.carpenter@tylertech.com
STREET ADDRESS	370 US Route 1
PROVINCE/CITY/STATE	Falmouth, ME
POSTAL/ZIP CODE	04105
PHONE NUMBER	800-772-2260
FAX NUMBER	207-781-2459

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

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MUST BE COMPLETED **EXHIBIT A - Escrow Service Work Request - Deposit Account Number:** 34953

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check to identify Paying Party
☒ Setup Fee ☒ Deposit Account Fee- including Escrow Management Center Access ☒ Beneficiary Fee including Escrow Management Center Access	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below. Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply. Iron Mountain will fulfill a Work Request to add a Beneficiary to any number of escrow deposit accounts under this Agreement and manage access rights associated with the account(s). Where possible, Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.	$1,912.50	$1,000 $700	☐ Depositor - OR - ☐ Beneficiary ☐ Depositor - OR ☐ Beneficiary ☐ Depositor - OR ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		$1,000	☐ Depositor - OR - ☐ Beneficiary
☐ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		$700	☐ Depositor - OR - ☐ Beneficiary
☐ Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	$375	☐ Depositor - OR - ☐ Beneficiary
☐ Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	$2,500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	$5,000 or based on SOW if custom work required	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 2 – Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	$500	☐ Depositor - OR - ☐ Beneficiary
☐ Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	$500	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	$175/hour	N/A	☐ Depositor - OR - ☐ Beneficiary
☐ Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	$500	N/A	☐ Depositor - OR - ☐ Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.
*15% Setup Fee discount applies to the first year only.

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EXHIBIT B

DEPOSIT MATERIAL DESCRIPTION

COMPANY NAME: _____ DEPOSIT ACCOUNT NUMBER: 34953

DEPOSIT NAME _____ AND DEPOSIT VERSION _____
(Deposit Name will appear in account history reports)
DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
☐ CD-ROM / DVD		☐ 3.5" Floppy Disk	
☐ DLT Tape		☐ Documentation	
☐ DAT Tape		☐ Hard Drive / CPU	
		☐ Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
☐ Internet File Transfer			
☐ Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? ☐ **Yes or** ☐ **No**

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME:	NAME:
DATE:	DATE:
EMAIL ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY (NOTED DISCREPANCIES ON A VISUAL INSPECTION)	

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EXHIBIT C

RELEASE OF DEPOSIT MATERIAL
Deposit Account Number: 34953

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "**Release Conditions**"):
   (i) Depositor's failure to cure a material breach of the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
   (ii) Joint written instructions from Depositor and Beneficiary; or
   (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to that particular Beneficiary only. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain with regards to that particular Beneficiary only.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

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EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34953

Auxiliary Account Number_____

_____("**Depositor**"), and Iron Mountain Intellectual Property Management, Inc. ("**Iron Mountain**") have entered into the above referenced Escrow Agreement ("**Agreement**"). Pursuant to that Agreement Depositor may create additional deposit accounts ("**Auxiliary Deposit Account**") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("**Deposit Account Name**").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

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EXHIBIT E

ACCEPTANCE FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** _____ with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
☒ **Add Additional Beneficiary**	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement		**$700**	☐ **Depositor - OR -** ☐ **Beneficiary**
☐ **Add Additional Deposit Account**	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		**$1,000**	☐ **Depositor - OR -** ☐ **Beneficiary**
☐ **File List Test**	Iron Mountain will fulfill a Work Request to perform a File List Test, which includes analyzing deposit media readability, file listing, creation of file classification table, virus scan, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Supplementary Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by FTP.	**$2,500**	**N/A**	☐ **Depositor - OR -** ☐ **Beneficiary**
☐ **Add Level 1 - Inventory and Analysis Test**	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	**$5,000 or based on SOW if custom work required**	**N/A**	☐ **Depositor - OR -** ☐ **Beneficiary**
☐ **Add Deposit Tracking Notification**	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	**N/A**	**$375**	☐ **Depositor - OR -** ☐ **Beneficiary**

BENEFICIARY AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

©2008 Iron Mountain Incorporated.
This proposal is valid until September 1, 2009.

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices **to Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

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This proposal is valid until September 1, 2009.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, Beneficiaries may exercise their right to perform verification Services. This is a Service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of Deposit Materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the Deposit Material requirements and to quote Fees associated with verification Services, a completed deposit questionnaire is requested. It is the responsibility of the Depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the Beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at **978-667-3601 ext. 100** or by e-mail at **mailto: verification@ironmountain.com**

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14.3 Certificate of Insurance

Please reference the Certificate of Insurance on the following pages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-617-723-7775
Hays Companies of New England

133 Federal Street
2nd Floor
Boston, MA 02110
Thomas Honan

CONTACT NAME: Seamus King
PHONE (A/C, No, Ext): 617.778.5069 FAX (A/C, No): 617.723.5155
E-MAIL ADDRESS: sking@hayscompanies.com
PRODUCER CUSTOMER ID #: TYLER-2

INSURED
Tyler Technologies, Inc.

5101 Tennyson Parkway

Plano, TX 75024

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ATLANTIC SPECIALTY INS CO	27154
INSURER B : ILLINOIS NATL INS CO	23817
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 38655445 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			711013784-0001	03/01/14	03/01/15	"- >,Ä 1%%"* "	= 1,000,000
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A	AUTOMOBILE LIABILITY			711013784-0001	03/01/14	03/01/15	Ä.3'*"2,/'*)Ã",Ã '.'# 4"5,577KJ:;Q<	= 1,000,000
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	X COMP/COLL DED. $500							
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N N	N / A		406040422-0001	03/01/14	03/01/15	X F ,/#-#1& #Ä%(,Ã'.'#/ Ä#>& "%	
	-*(,$%Ä$%"#Ä%E$- %#*"%E"?" 1#'D" ÄMM' "%E.".3"%," ? Ã12"2P (Mandatory in NH) 'H,@:BI,J:B79KL:,8;J:9 2"/ %'$#'Ä*,ÄM,Ä$ "%-#'Ä*/,L:N6O						"GÃG,"- >,- '2"*#	= 1,000,000
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							"GÃG,2'/"-/",&,$ÄÃ' (,Ã'.'#	= 1,000,000
B	PROFESSIONAL LIABILITY			01-593-30-05	11/17/13	11/17/14	AGGREGATE	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

14.4 Corporate Resolution

Please reference the Corporate Resolution on the following pages.

CERTIFICATE OF SECRETARY OF
TYLER TECHNOLOGIES, INC.

The undersigned, being the duly elected and qualified Secretary of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), hereby certifies on behalf of Tyler that:

1. Attached hereto is a true, correct, and complete copy of resolutions duly adopted by the Executive Committee of the Board of Directors of Tyler.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary on behalf of Tyler as of February 4, 2014.

TYLER TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: H. Lynn Moore, Jr.
Title: Secretary

RESOLUTIONS OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF TYLER TECHNOLOGIES, INC.

WHEREAS, the Executive Committee of the Board of Directors of Tyler Technologies, Inc., a Delaware corporation ("Tyler"), deems it to be in the best interests of Tyler's ERP and School Division (the "Tyler Division") to authorize certain individuals to enter into contracts on behalf of the Tyler Division and Tyler;

RESOLVED, that the following persons are hereby authorized to enter into contract(s) in the name and on behalf of the Tyler Division and Tyler (including, without limitation, contract(s) for the license, lease, sale, and provision of goods and services) without regard to the dollar value of such contract(s):

Andrew D. Teed
Christopher P. Hepburn
James J. Hurley, III
Abigail Diaz
Rob Kennedy-Jensen

RESOLVED, that foregoing authorization shall continue until revoked; provided, however, that it will automatically terminate with respect to each named person on such date as such person is no longer employed by Tyler;

RESOLVED, that each officer of Tyler is hereby authorized and directed, in the name and on behalf of Tyler, to do or cause to be done any and all things, and to execute, deliver, and file and all such other agreements, amendments, instruments, certificates, waivers, documents, and papers that any of them deem necessary or advisable to carry into effect the purposes and intent of the foregoing resolutions and to consummate the transactions contemplated thereby.

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc., a Delaware corporation, hereinafter referred to as "Tyler", and the City of Louisville, a Colorado home rule municipal corporation, hereinafter referred to as the "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 City of Louisville, Colorado.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"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.

- **"System"** means, collectively, the Tyler Software and Third-Party Products provided by Tyler.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed 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 non-exclusive, royalty-free license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. Upon your payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

   1.7 The EnerGov software products are licensed for use by up to fifteen (15) named users per EnerGov software product.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. Should we be unable to cure the Defect or provide a replacement product, you will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing from the earlier of (a) the date set forth in the mutually developed Statement of Work for the first productive use of the Defective Tyler Software Product using actual Client Data ("Live Production"), unless Live Production is delayed by our failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or; (b) the first day of Live Production of the Defective Tyler Software Product(s).

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, including Consulting, Training, Conversion, and miscellaneous Other Services. You will receive those services according to our industry-standard implementation plan, and as detailed in Statement of Work, which outlines roles and responsibilities in calendar and project documentation. The final Statement of Work will be finalized after execution of this Agreement and shall be attached as an exhibit to the Agreement via amendment.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. 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. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will, upon reasonable request, provide statements of outstanding invoices, and these statements will be provided at no charge. Copies of receipts for expenses you believe may not comply with our then-current Business Travel Policy will be provided free of charge. Copies of all receipts will require payment of an administrative fee of $25 per week of onsite services delivered.

3. Additional Services. The Investment Summary contains 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.

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. Personnel & 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. We shall at all times utilize qualified personnel in providing services to you. In the event our personnel provide services that do not conform to the warranties herein or are otherwise deemed reasonably unacceptable to you, we will be given an opportunity to correct the deficiency. In the event the deficiency persists, you may require the removal of personnel in question, however, both parties shall work towards a mutually agreeable remedy in the event of a change in project manager or other personnel, including the effect upon the timelines and milestones set forth in the Statement of Work, and the project manager's participation level. We shall perform the services contemplated herein without unreasonably interfering with the activities of your staff or visitors.

6. Site Access and Requirements. 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. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and 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 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. We each commit to use all reasonable efforts to cooperate with and assist one another as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working to schedule the implementation-related services you have contracted for. The parties agree that all extensions of timeframes and deadlines must be in writing and signed mutually by the parties. We acknowledge and agree that you may incur costs if we fail to meet one or more of the dates set forth in the Statement of Work for Live Production of the Tyler Software Products; however, we will not be liable for failure to meet any deadlines and milestones to the extent such failure is caused by Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

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 internal business

purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

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 associated with such transfer.

2.4 Within a commercially reasonable time, we shall publish, on our support website, or other Client accessible site, the System requirements for each major release of the licensed Tyler Software. The System requirements documents shall identify all changes to, or additions of, Third-Party Software that the Tyler Software requires.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. We shall provide Client with copies of warranties for all Third-Party Products. We warrant that the System shall operate with integrated functionality in material conformance with the Documentation. In the event the System does not function in conformance with this warranty due to Defect, we shall remedy any non-conformance caused by a Defect, consistent with the Tyler Software Limited Warranty (see Section B(4) *supra*).For any non-conformance caused by one or more Third-Party Products, we shall use commercially reasonable efforts to coordinate with the third-party supplier to remedy the non-conformance consistent with the third-party's warranty for its product. In the event the third-party supplier fails to correct the non-conformance, we shall use commercially reasonable efforts to find replacement software or a replacement product that substantially or suitably replicates the functionality provided by the non-conforming Third-Party Product so that the Tyler Software and Third-Party Products operate as warranted herein.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, 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 the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product 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 sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together 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 only withhold payment of the amount(s) actually in dispute 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.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event (a) we become insolvent or generally do not pay our debts as they become due or admit, in writing, our inability to pay our debts or make an assignment for the benefit of creditors; or (b) insolvency, receivership, reorganization, bankruptcy proceedings or other proceedings for relief under bankruptcy laws are commenced by or against us; or (c) we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(5), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. No Multi-year Fiscal Obligation on Client; Non-appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Louisville, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Client which may arise under this Agreement in any fiscal year after 2015, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Client. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products or services set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon written notice to Tyler specifically setting forth the termination date which shall be no less than thirty (30) days later than the date Tyler's receives such notice. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to the termination date as set forth in the written notice.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends

performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

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 infringes a 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. Our liability for damages and expenses arising out of an intellectual property infringement claim, whether based on a theory of contract or tort, including negligence and strict liability shall not be limited to the amount of Software fees set forth in the Investment Summary and paid by you.

   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; (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.

   1.4 If, as a result of an infringement or misappropriation claim, 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 fee paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct 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 our negligence or willful misconduct.

   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 direct 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.

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 THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) TWO (2) TIMES THE AMOUNT OF TOTAL FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. Prior to performing services under this Agreement, we agree to provide you with certificates of insurance evidencing the following minimum insurance coverage:
(a) Commercial General Liability with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence, TWO MILLION DOLLARS $2,000,000 aggregate. The General Liability Insurance will add the Client, its officers and its employees, as additional insureds, with primary coverage as respects the Client for claims which Tyler is liable, its officers and its employees, and shall contain a severability of interests provision;
(b) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence;
(c) Professional Liability of at least FIVE MILLION DOLLARS ($5,000,000) which includes Technology Services Errors and Omissions, Technology Products, Network Security Liability and Privacy Liability for the following risks: (i) technology services and miscellaneous professional services liability by reason of an act, error or omission in the performance of technology services or miscellaneous professional services; (ii) Technology products liability by reason of an act, error, or omission by Tyler that results in the failure of technology products to properly perform the function intended; (iii) Privacy liability arising from theft, dissemination and/or use of Client confidential information, including but not limited to bank account, credit card account, personal identifiable information (personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form; (iv) Network security liability arising from the unauthorized access to, use of or tampering with the computer systems including hacker attacks, inability of an authorized third party to gain access to services, including denial of service; (v) Privacy notification costs resulting from Tyler's legal obligation to comply with a breach notification law due to Tyler's failure to prevent unauthorized access which results in a data breach from a computer system, regulatory fines and claims expenses as a result of a regulatory proceeding and regulatory fines and claims expenses as a result of a regulatory proceeding for violation of a privacy law by reason of a privacy

wrongful act; (vi) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon. Notwithstanding anything to the contrary herein, the foregoing risks may be changed by us or our insurance company, provided we notify you in writing within thirty (30) days of a material change to such risks. In the event of a material change to such risks, you may terminate this Agreement for convenience on thirty (30) days' prior written notice. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by us prior to our receipt of the termination notice. You will not be entitled to a refund or offset of previously paid license and other fee;
(d) Workers Compensation complying with applicable statutory requirements;
(e) Crime policy including employee dishonesty while on Client premises with minimum limits of TWO MILLION DOLLARS ($2,000,000). The Bond or policy shall include coverage for loss or theft of money, securities, and other property resulting directly from theft committed by our employee, acting alone or in collusion with other persons. You will be named as loss payee on Tyler's Crime policy.

In the event that the insurance required by this Agreement is written on a claims-made basis, Tyler warrants that any retroactive date under the policy shall precede the Effective Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercise for a period of two (2) years beginning at the time work under this Agreement is completed.

If such insurance is maintained on an occurrence form basis, Tyler shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, Tyler shall maintain such insurance for an additional period of three (3) years following termination of this Agreement.

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 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.

    a. Change Order. By providing written notice to the other party's project manager, either party may request a change in the scope of services or Statement of Work. If a change causes an increase or decrease in the price or time required for performance as mutually determined by the project managers, a negotiated adjustment shall be made in the price and/or performance schedule and reflected in an addendum to the Statement of Work. Changes outside the general scope of the Agreement shall be governed by Section 1(b) below.

    b. Extra Work. By providing written notice to the Tyler's project manager, Client may request that Tyler perform extra work that is not directly related to the Agreement, so long as the cost of such extra work is estimated to be less than Fifty Thousand Dollars ($50,000). At its option, Tyler may submit, at no charge to Client, a written proposal for such extra work, including a price/cost proposal, expenses related to travel, lodging and meals, a delivery schedule, and any other information reasonably related to such request. Within a reasonable time period requested by Tyler, Client shall accept or reject such proposal. If Tyler chooses not to provide a proposal in response to Client's request, Tyler shall promptly notify Client. Any extra work

agreed upon by the parties shall be described in an addendum to the Statement of Work and/or this Agreement, which shall also include the agreed-upon price. All other terms and conditions of this Agreement shall be applicable thereto.

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. The parties shall confirm, in writing, the purchase of any optional products prior to commencement of installation.

3. Successor Software. As long as you maintain a continuous Maintenance Agreement with Tyler for each of the Tyler software products and (a) in the event a Tyler software product is no longer supported, and (b) we make available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software product within seven (7) years from the Effective Date of the Agreement, then you, at your sole discretion, may transfer the Tyler Software product to the Successor Products, for no additional license fees. In the event you elect to transfer the Tyler Software products to the Successor Products, you shall return to us the Tyler Software products and pay the then-current maintenance fees for the Successor Products, fees for services, and fees for third party hardware and software associated with the transfer to the Successor Products at Tyler's then current rate(s).

4. Acceptance Testing.
Tyler and Client shall conduct the Acceptance Tests for each phase of implementation, pursuant to the Statement of Work, in order to confirm that the Tyler Software perform as warranted in this Agreement for a period of thirty (30) days after each go-live date. As to the Tyler Software, for the purposes of Acceptance Testing, "as warranted" shall mean performance without a Priority One or Priority Two Defect (Priority One and Priority Two are defined in the Tyler Support Call Process). If the Tyler Software does not meet the requirements of the Acceptance Tests, Tyler shall repair the Tyler Software so that it passes the Acceptance Tests, at no additional expense to Client. Upon satisfactory completion of the Acceptance Tests for each phase of implementation of the Tyler Software, Tyler and Client shall execute a Certificate of Completion for that phase.

5. Dispute Resolution. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. Each agrees to cooperate 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 meet 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 Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute within forty-five (45) calendar days of written notice, the parties agree to reasonably cooperate in selecting and participation in an alternate dispute resolution process. Mediation shall take place in Colorado. Thereafter, 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.

6. Taxes. The fees in the Investment Summary do not include any taxes. The Client represents to Tyler that Client is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices or paid by Client to Tyler. Client shall not be obligated to pay or reimburse Tyler for any taxes attributable to or measured by net or gross income, capital, net worth, franchise, or

privilege. Client shall provide Tyler with, and Tyler shall accept in good faith, resale, direct pay, governmental or other exemption certificates as applicable.

7. 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.

8. 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.

9. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent.

10. No Assignment. Neither party may assign its rights and responsibilities under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that your consent is not required in the event we have a change of control, and Tyler may assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of our assets as long as the surviving entity agrees to be bound by the terms of this Agreement.

11. Force Majeure. 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.

12. No Intended Third Party Beneficiaries; No Waiver of Immunities. 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. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

13. 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. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

14. 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.

15. 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.

16. Independent Contractor. Tyler Technologies is an independent contractor for all purposes under this Agreement, and is not the agent, employee or servant of the Client, and that:

TYLER IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES PURSUANT TO THIS AGREEMENT.

TYLER IS NOT ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY EXCEPT AS MAY BE PROVIDED BY TYLER NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY TYLER OR SOME ENTITY OTHER THAN THE CLIENT.

TYLER IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT TYLER HIRES IN ACCORDANCE WITH APPLICABLE COLORADO LAW.

17. Notices. All notices or communications required or permitted as a part of this Agreement 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, ten (10) 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.

18. Client Lists; Publicity. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials. We shall not use, in our external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client except on the specific written authorization in advance of the Client's City Manager. Tyler will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the Client's City Manager. Tyler shall not install signs or other displays within or without the Client's premises unless in each instance the prior written approval of the Client's City Manager has been obtained.

19. 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. Tyler agrees that all Client data that is received from the Client and used or stored pursuant this Agreement shall remain the exclusive property of Client and shall be deemed Confidential Information of the Client. 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. Client Data shall not be (a) used by Tyler

other than in connection with Tyler's obligations pursuant this Agreement; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties by Tyler, except for Subcontractors, so long as such Subcontractors are bound by written confidentiality provisions at lease as restrictive as those that are set forth in this Agreement. 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.

20. 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.

21. Governing Law; Compliance with Laws. This Agreement will be governed by and construed in accordance with Colorado law. The parties agree to the jurisdiction and venue of the courts of Boulder County and the federal district court for the District of Colorado in connection with any dispute arising out of or in any matter connected with this Agreement, without regard to conflict of laws provisions. Tyler shall, at all times, observe and comply with all applicable federal, state, and local laws, ordinances and regulations.

22. Conflict of Interest. Tyler shall not knowingly employ as a director, officer, employee, agent or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

23. Multiple Originals and 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.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)

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 Louisville

ERP and Schools Division

By: _____

Name: Abigail Diaz

Title: Associate General Counsel

Date: February 11, 2015

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

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:
City of Louisville
749 Main Street
Louisville, CO 80027
Attention: _____

Exhibit A - Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the City of Louisville under your License and Services 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 your License and Services Agreement.

Quoted By:	Adam Griffiths
Date:	2/2/2015
Quote Expiration:	7/15/2015
Quote Name:	City of Louisville-ERP-Munis
Quote Number:	2014-9315
Quote Description:	Munis ERP Software and Services

Sales Quotation For

City of Louisville
749 Main Street
Louisville, Colorado 80027
Phone (303) 666-6565

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$29,000.00	15 @ $1,275.00	$19,125.00	$8,200.00	$56,325.00	$5,220.00
Purchasing	$12,700.00	7 @ $1,275.00	$8,925.00	$1,800.00	$23,425.00	$2,286.00
Fixed Assets	$7,700.00	4 @ $1,275.00	$5,100.00	$2,000.00	$14,800.00	$1,386.00
Project & Grant Accounting	$6,000.00	3 @ $1,275.00	$3,825.00	$4,000.00	$13,825.00	$1,080.00
Cash Management	$5,000.00	2 @ $1,275.00	$2,550.00	$0.00	$7,550.00	$900.00
Payroll/HR:						
Payroll w/ESS	$16,100.00	13 @ $1,275.00	$16,575.00	$13,200.00	$45,875.00	$2,898.00
HR Management	$7,700.00	5 @ $1,275.00	$6,375.00	$0.00	$14,075.00	$1,386.00
Professional Development	$5,500.00	2 @ $1,275.00	$2,550.00	$0.00	$8,050.00	$990.00
Revenue:						
Utility Billing CIS	$23,000.00	19 @ $1,275.00	$24,225.00	$19,300.00	$66,525.00	$4,140.00
Tyler Cashiering	$11,000.00	4 @ $1,275.00	$5,100.00	$0.00	$16,100.00	$1,980.00
Accounts Receivable	$6,600.00	7 @ $1,275.00	$8,925.00	$0.00	$15,525.00	$1,188.00
UB Interface	$8,250.00	3 @ $1,275.00	$3,825.00	$0.00	$12,075.00	$1,485.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
General Billing	$3,000.00	3 @ $1,275.00	$3,825.00	$1,000.00	$7,825.00	$540.00
Other:						
EnerGov Permits & Inspections	$8,250.00	15 @ $1,275.00	$19,125.00	$10,800.00	$38,175.00	$2,063.00
EnerGov Intelligent Objects Automation	$10,665.00	8 @ $1,275.00	$10,200.00	$0.00	$20,865.00	$2,666.00
EnerGov Professional Licensing	$3,300.00	7 @ $1,275.00	$8,925.00	$7,800.00	$20,025.00	$825.00
EnerGov e-Reviews	$4,125.00	4 @ $1,275.00	$5,100.00	$0.00	$9,225.00	$1,031.00
EnerGov iG Workforce Mobile	$4,125.00	2 @ $1,275.00	$2,550.00	$0.00	$6,675.00	$1,031.00
EnerGov ESRI Integration	$5,500.00	1 @ $1,275.00	$1,275.00	$0.00	$6,775.00	$1,375.00
EnerGov Citizen Access Portal	$3,300.00	2 @ $1,275.00	$2,550.00	$0.00	$5,850.00	$825.00
OSDBA Contract Services	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$11,359.00
Productivity:						
Munis Analytics & Reporting	$27,400.00	8 @ $1,275.00	$10,200.00	$0.00	$37,600.00	$4,932.00
Tyler Content Manager SE	$14,000.00	4 @ $1,275.00	$5,100.00	$0.00	$19,100.00	$2,520.00
Citizen Self Service	$6,600.00	1 @ $1,275.00	$1,275.00	$0.00	$7,875.00	$1,188.00
Tyler Forms Processing	$7,500.00	0 @ $1,275.00	$0.00	$0.00	$7,500.00	$1,500.00
Sub-Total:	$236,315.00		$177,225.00	$68,100.00	$481,640.00	$56,794.00
Less Discount:	*$23,633.00*		*$0.00*	*$0.00*	*$23,633.00*	*$45,435.00*
TOTAL:	**$212,682.00**	**139**	**$177,225.00**	**$68,100.00**	**$458,007.00**	**$11,359.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Configuration Postal Xpress (Lorton)	1	$1,175.00	$0.00	$1,175.00
EnerGov Permits & Code Forms Library (4 Forms)	1	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	$1,200.00	$0.00	$1,200.00
Estimated Travel Expenses	1	$68,500.00	$0.00	$68,500.00
Install Fee - New Server Install-WIN	1	$6,000.00	$0.00	$6,000.00
Munis Admin & Security	2	$1,275.00	$0.00	$2,550.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	$5,000.00	$0.00	$5,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Financial Library	1	$1,600.00	$0.00	$1,600.00
Tyler Forms Library - General Billing	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Utility Billing	1	$4,500.00	$0.00	$4,500.00
TOTAL:				**$104,125.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Advanced Cash Station	1	$4,690.00	$0.00	$4,690.00	$0.00	$0.00	$0.00
Postal Xpress (Lorton) Annual Subscription	1	$0.00	$0.00	$0.00	$1,495.00	$0.00	$1,495.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,340.00*			*$0.00*
TOTAL:				**$6,340.00**			**$1,495.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$212,682.00	$11,359.00
Total Tyler Services	$349,450.00	$0.00
Total 3rd Party Hardware, Software and Services	$6,340.00	$1,495.00
Summary Total	**$568,472.00**	**$12,854.00**
Contract Total	**$581,326.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Accounting Standard COA - C	$2,000.00	$0.00	$2,000.00
Accounts Payable Opt 1 - Checks - C	$1,200.00	$0.00	$1,200.00
Accounts Payable Opt 2 - Invoice - C	$1,800.00	$0.00	$1,800.00
Accounts Payable Standard Master - C	$1,200.00	$0.00	$1,200.00
EnerGov Permits & Inspections - Option 1 - Applications - B	$3,600.00	$0.00	$3,600.00
EnerGov Permits & Inspections - Option 2 - Violations - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Option 3 - Inspections - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Standard - Master - B	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Opt 1 - Bills - B	$3,600.00	$0.00	$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts - B	$4,200.00	$0.00	$4,200.00
Fixed Assets Std Master - C	$2,000.00	$0.00	$2,000.00
General Billing Std CID - C	$1,000.00	$0.00	$1,000.00
Payroll - Option 1 Deductions - B	$1,800.00	$0.00	$1,800.00
Payroll - Option 2 Accrual Balances - B	$1,500.00	$0.00	$1,500.00
Payroll - Option 3 Accumulators - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 4 Check History - B	$1,200.00	$0.00	$1,200.00
Payroll - Option 5 Earning/Deduction Hist - B	$2,500.00	$0.00	$2,500.00
Payroll - Option 7 PM Action History - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 8 Position Control - B	$1,400.00	$0.00	$1,400.00
Payroll - Standard - B	$2,000.00	$0.00	$2,000.00
Project Grant Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Standard - C	$2,000.00	$0.00	$2,000.00
Purchasing - Purchase Orders - Standard - C	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 1 Services - D	$3,000.00	$0.00	$3,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Utility Billing - Option 2 Assessments - D	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 3 Consumption History - D	$3,000.00	$0.00	$3,000.00
Utility Billing - Option 4 Balance Forward AR - D	$4,000.00	$0.00	$4,000.00
Utility Billing - Option 5 Service Orders - D	$2,000.00	$0.00	$2,000.00
Utility Billing - Option 6 Backflow - D	$2,000.00	$0.00	$2,000.00
Utility Billing - Standard - D	$3,500.00	$0.00	$3,500.00
TOTAL:			**$68,100.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Contract Management	$3,300.00	2 @ $1,275.00	$2,550.00	$3,000.00	$8,850.00	$594.00
BMI Asset Track Interface	$2,200.00	2 @ $1,275.00	$2,550.00	$0.00	$4,750.00	$396.00
Payroll/HR:						
Applicant Tracking	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$495.00
Revenue:						
Business License	$6,000.00	7 @ $1,275.00	$8,925.00	$7,500.00	$22,425.00	$1,080.00
Animal License	$3,000.00	2 @ $1,275.00	$2,550.00	$5,460.00	$11,010.00	$750.00
Other:						
Parks and Recreation	$10,240.00	6 @ $1,275.00	$7,650.00	$0.00	$17,890.00	$1,843.00
CAFR Statement Builder	$10,625.00	3 @ $1,275.00	$3,825.00	$0.00	$14,450.00	$1,913.00
EnerGov Rental Property Landlord Management	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$688.00
MUNIS Disaster Recovery Service	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$11,359.00
Fixed Assets Opt 1 - History - C	$0.00	0 @ $1,275.00	$0.00	$1,000.00	$1,000.00	$0.00
General Billing Opt 1 - Recurring Invoices - C	$0.00	0 @ $1,275.00	$0.00	$1,680.00	$1,680.00	$0.00
General Billing Opt 2 - Bills - C	$0.00	0 @ $1,275.00	$0.00	$3,500.00	$3,500.00	$0.00
Payroll - Option 10 Certifications - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 11 Education - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 6 Applicant Tracking - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 9 State Retirement Tables - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Productivity:						
Tyler Content Manager Enterprise Upgrade (Existing CL w/Tyler Content Manager SE)	$14,000.00	6 @ $1,275.00	$7,650.00	$0.00	$21,650.00	$2,520.00
eProcurement	$5,000.00	1 @ $1,275.00	$1,275.00	$0.00	$6,275.00	$900.00
TOTAL:	**$59,865.00**	**33**	**$42,075.00**	**$27,740.00**	**$129,680.00**	**$22,538.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
P-Card Import Format W/O Encumbrances	1	$7,500.00	$0.00	$7,500.00
Tyler Forms Library - Business License	1	$1,200.00	$0.00	$1,200.00
TOTAL:				**$8,700.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Animal License Opt 1 - Bills - C	$2,940.00	$0.00	$2,940.00
Animal License Std Master - C	$2,520.00	$0.00	$2,520.00
Business License Opt 1 - Bills - C	$3,000.00	$0.00	$3,000.00
Business License Std Master - C	$4,500.00	$0.00	$4,500.00
Contracts - C	$3,000.00	$0.00	$3,000.00
Fixed Assets Opt 1 - History - C	$1,000.00	$0.00	$1,000.00
General Billing Opt 1 - Recurring Invoices - C	$1,680.00	$0.00	$1,680.00
General Billing Opt 2 - Bills - C	$3,500.00	$0.00	$3,500.00
Payroll - Option 10 Certifications - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 11 Education - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 6 Applicant Tracking - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 9 State Retirement Tables - B	$1,400.00	$0.00	$1,400.00
TOTAL:			**$27,740.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETRACK-PPC for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,490.00*			*$0.00*
TOTAL:				**$6,490.00**			**$0.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	$29,000.00	$2,900.00	$26,100.00	$5,220.00	$5,220.00	$0.00
Cash Management	$5,000.00	$500.00	$4,500.00	$900.00	$900.00	$0.00
Fixed Assets	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Project & Grant Accounting	$6,000.00	$600.00	$5,400.00	$1,080.00	$1,080.00	$0.00
Purchasing	$12,700.00	$1,270.00	$11,430.00	$2,286.00	$2,286.00	$0.00
Payroll/HR:						
HR Management	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Payroll w/ESS	$16,100.00	$1,610.00	$14,490.00	$2,898.00	$2,898.00	$0.00
Professional Development	$5,500.00	$550.00	$4,950.00	$990.00	$990.00	$0.00
Revenue:						
Accounts Receivable	$6,600.00	$660.00	$5,940.00	$1,188.00	$1,188.00	$0.00
General Billing	$3,000.00	$300.00	$2,700.00	$540.00	$540.00	$0.00
Tyler Cashiering	$11,000.00	$1,100.00	$9,900.00	$1,980.00	$1,980.00	$0.00
UB Interface	$8,250.00	$825.00	$7,425.00	$1,485.00	$1,485.00	$0.00
Utility Billing CIS	$23,000.00	$2,300.00	$20,700.00	$4,140.00	$4,140.00	$0.00
Productivity:						
Citizen Self Service	$6,600.00	$660.00	$5,940.00	$1,188.00	$1,188.00	$0.00
Munis Analytics & Reporting	$27,400.00	$2,740.00	$24,660.00	$4,932.00	$4,932.00	$0.00
Tyler Content Manager SE	$14,000.00	$1,400.00	$12,600.00	$2,520.00	$2,520.00	$0.00
Tyler Forms Processing	$7,500.00	$750.00	$6,750.00	$1,500.00	$1,500.00	$0.00

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Other:						
EnerGov Citizen Access Portal	$3,300.00	$330.00	$2,970.00	$825.00	$825.00	$0.00
EnerGov e-Reviews	$4,125.00	$413.00	$3,712.00	$1,031.00	$1,031.00	$0.00
EnerGov ESRI Integration	$5,500.00	$550.00	$4,950.00	$1,375.00	$1,375.00	$0.00
EnerGov iG Workforce Mobile	$4,125.00	$413.00	$3,712.00	$1,031.00	$1,031.00	$0.00
EnerGov Intelligent Objects Automation	$10,665.00	$1,067.00	$9,598.00	$2,666.00	$2,666.00	$0.00
EnerGov Permits & Inspections	$8,250.00	$825.00	$7,425.00	$2,063.00	$2,063.00	$0.00
EnerGov Professional Licensing	$3,300.00	$330.00	$2,970.00	$825.00	$825.00	$0.00
OSDBA Contract Services	$0.00	$0.00	$0.00	$11,359.00	$0.00	$11,359.00
TOTAL:	**$236,315.00**	**$23,633.00**	**$212,682.00**	**$56,794.00**	**$45,435.00**	**$11,359.00**

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Comments

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Advanced Cash Station includes PC, Housing, Cash Drawer, Receipt Printer, Scanner and Pole Display.

EnerGov Professional Licensing Forms Library includes 1 Business License form and 1 Business License Renewal form.

EnerGov Permits & Code Forms Library includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Completion OR Occupancy.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

Exhibit B - Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

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

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% ($53,170.50) on the Effective Date; (b) 50% ($106,341) on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% ($53,170.50) within forty-five (45) days after Client commences use of all Tyler Software in live production, to occur by October 1, 2016, which is the final live production date of all Tyler Software, as set forth in the mutually agreed Statement of Work. In the event such date is delayed due to our action or inaction, the payment will be delayed the corresponding number of days. In the event such date is delayed due to your action or inaction, the payment will be due on the date set forth herein. The foregoing final live production date shall not affect obligations to meet other timeframes and deadlines within the Statement of Work.

   1.2 *Maintenance and Support Fees*: The first year maintenance and support fees for the one (1) year period commencing on the Available Download Date ($45,435) are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

   2.1 *Project Planning Services*: Project planning services ($5,000) are invoiced upon delivery of the Implementation Planning Document.

   2.2 *Data Conversion Services*: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

   2.3 *Implementation and Other Professional Services (excluding training)*: Implementation and other professional services (excluding training) are billed at daily rates, and invoiced as delivered.

   2.4 *Training Services*: Training services are billed in half-day and full-day increments and invoiced as delivered.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications to 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.

3. Other Services and Fees.

3.1 *Operating System / Database Administration Services*: OS/DBA Services are invoiced on the Available Download Date. OS/DBA Services will renew automatically for additional one (1) year terms at our then-current OS/DBA fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software Maintenance*: The year one Postal Xpress (Lorton) Annual Subscription fee ($1,495) is invoiced upon availability of such service. Subsequent Postal Xpress (Lorton) Annual Subscription fees are invoiced annually in advance on each anniversary of such date.

4.2 *Third Party Hardware*: Third Party Hardware costs ($6,340) are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

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

Exhibit B Schedule 1 - Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) 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 day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

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

   - Up to five days = one checked bag
   - Six or more days = two 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; 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.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status 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.

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.

Exhibit C - Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, provided, however, that Tyler shall not increase Maintenance Fees for the Tyler Software Products set forth in the Investment Summary by more three percent (3%) for the first annual renewal (the increase will be based on the undiscounted first annual Maintenance Fees); three percent (3%) for the second annual renewal, four percent (4%) per year for each of the third and fourth annual renewals, and five percent (5%) per year for each of the fifth, sixth, seventh, eighth, and ninth annual renewals. Thereafter, Tyler may increase the Maintenance Fees annually, but in no event shall the increase exceed the prevailing rate for other Tyler customers that are similarly situated. Provided that Client maintains a continuous Maintenance Agreement with Tyler, and complies with the terms and conditions herein, including payment for ongoing maintenance services, we shall provide maintenance and support services of the Tyler Software Products listed in the Investment Summary for a period of at least seven (7) years from the Effective Date.

2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty five (45) days prior written notice of any change in your annual maintenance and support fees and agree to provide, upon request, sixty (60) days advance notice if and as requested by the Client. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. 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 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 conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

3.3 continuously maintain a master set of the Tyler Software Products on appropriate media and Tyler User Guides. Tyler ERP & Schools Division uses professional Source Code Control Software that manages source code check-in's instantaneously. With each release of Tyler ERP and Schools software published for Generally Availability (GA), we deposit our source code to our source code escrow vendor.

3.4 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

3.5 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

3.6 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. 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 can't resolve a support issue remotely, we may be required to provide onsite services. In such event, 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. 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); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (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 beyond those outlined in this section will be billed to you at our then current rates.

6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.

Exhibit C Schedule 1 - Support Call Process

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily incoming calls,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call

number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore (michelle.madore@tylertech.com)**	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com)**	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com)**	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com)**	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com)**	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

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

- **Munis Internet Updater (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **Knowledgebase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration
Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit D - Third Party End User License Agreement(s)

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. INSTALLATION AND USE OF THE SOFTWARE IS NOT PERMITTED UNLESS ADOBE HAS GRANTED LICENSEE THE RIGHT TO DO SO AS SEPARATELY PROVIDED IN WRITING BY ADOBE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.

LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

1.1 "Adobe" means Adobe Systems Incorporated, a Delaware corporation, 345 Park Avenue, San Jose, California 95110, if subsection 9(a) of this Agreement applies; otherwise it means Adobe Systems Software Ireland Limited, 4-6 Riverwalk, Citywest Business Campus, Saggart, Dublin 24, Ireland, a company organized under the laws of Ireland and an affiliate and licensee of Adobe Systems Incorporated.

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Tyler Technologies, Inc.	City of Louisville
By:	By:
Name: Abigail Diaz	Name:
Title: Associate General Counsel	Title:
Date: February 11, 2015	Date:

Statement of Work

February 9, 2015
Draft Version

Prepared for
City of Louisville, CO

DRAFT

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Section A: Executive Summary

A.1.1 Scope of the Project

For purposes of this Scope of Work (SOW), the scope includes both the software scope defined below as well as the estimated scope of the implementation effort that is defined in Section D, Implementation. The timelines provided assume that the product will be used as-is, without any required go-live customizations. Target dates listed are estimates. City of Louisville project stakeholders and the Tyler Project Manager will engage after contract signing to define all agreed upon project milestones, resources and timelines in detail.

Phase 1 – Financials (targeted February 2015 – October 2015)

Phase 1 will include Core Financials and be delivered to the City in a manner and timeframe that will facilitate an October 1, 2015 planned "go-live" date. Phase 1 will include the following functions and corresponding Tyler modules and assumes the City will go-live without the need for program modifications.

Functional Area	Module
System Wide	• Munis Analytics & Reporting • Tyler Content Manager SE (Standard Edition) • Tyler Forms Processing • Tyler Secure Signature Key System
General Ledger / Chart of Accounts	• Accounting General Ledger (Core Financials) • Cash Management
Budgeting	• Budgeting
Purchasing	• Purchase Orders
Accounts Payable	• Accounts Payable
Project / Grant Accounting	• Project / Grant Accounting
Accounts Receivable / Billing	• Accounts Receivable • General Billing • Tyler Cashiering • Citizen Self Service
Fixed Assets	• Fixed Assets

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Phase 2a – Payroll & Human Resources (targeted July 2015 – January 2016)

Phase 2a will include Core human resources and payroll to be delivered to the City in a manner and timeframe that will facilitate a targeted January 1, 2016 "go-live" date. Phase 2a will include the following functions and corresponding Tyler modules and assumes the City will go-live without the need for program modifications.

Functional Area	Module
Human Resources	• Human Resource Management • Applicant Tracking • Professional Development
Payroll	• Payroll

Phase 2b – Employee Self-Service (targeted January 2016 – April 2016)

Phase 2b will include Employee Self-Service to be delivered to the City in a manner and timeframe that will facilitate a targeted April 1, 2016 "go-live" date. Phase 2b will include the following functions and corresponding Tyler modules and assumes the City will go-live without the need for program modifications.

Functional Area	Module
Payroll	• Employee Self Service

Phase 3 – Community Development (targeted July 2015 – July 2016)

Phase 3 will be delivered to the City in a manner and timeframe that will facilitate a targeted July 1, 2016 "go-live" date. Phase 3 will include the following functions and corresponding Tyler modules and assumes the City will go-live without the need for program modifications.

Functional Area	Module
Community Development	• EnerGov Permits & Inspections • EnerGov Intelligent Objects Automation • EnerGov Professional Licenses • EnerGov e-Reviews • EnerGov iG Workforce Mobile • EnerGov ESRI Integration • EnerGov Citizen Access Portal

Phase 4 – Revenue (targeted January 2016 – October 2016)

Phase 4 will be delivered to the City in a manner and timeframe that will facilitate a targeted October 1, 2016 "go-live" date. Phase 4 will include the following functions and corresponding Tyler modules and assumes the City will go-live without the need for program modifications.

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Functional Area	Module
Revenue	• Utility Billing CIS • Tyler Cashiering • Accounts Receivable • Utility Billing Interface • General Billing

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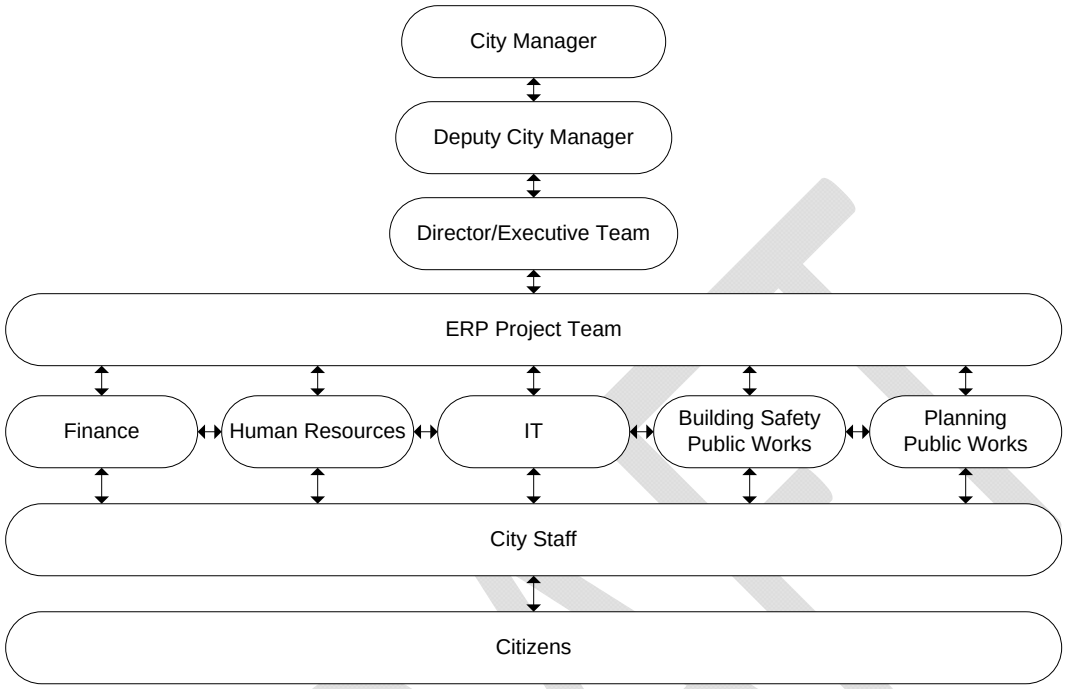
Section B: Project Governance

B.1.1 City Project Structure



B.1.2 City Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key City staff positions for the project.

B.1.2.1 Project Sponsor:

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

Resource	Title	Expected Commitment
Malcolm Fleming	City Manager	As Needed
Heather Balser	Deputy City Manager	Executive Support

B.1.2.2 Client Executive Team:

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

The Executive Team meets on a regularly scheduled basis every two weeks. Additional meetings may be scheduled as necessary to focus on specific project topics or for discussion on specific action items. The Project Manager will be responsible for creating an agenda item prior to each scheduled meeting with project updates and required actions. Project Manager will take meeting notes and distribute.

The City Executive Team Members are part of the escalation process for all issues not resolved at the Project Manager and/or Senior Project Manager level. The Executive Team has active project participation on a limited basis, primarily participating in Executive Team Meetings and the project review that occurs as part of the meetings.

Executive Team Members will be responsible for:

- Attend all scheduled Executive Team meetings
- Provide support for the project
- Assist with communicating key project messages throughout the organization
- Make the project a priority within the organization
- Provide management support for the project to ensure it is staffed appropriately and that staff have necessary resources
- Monitor project progress including progress towards agreed upon goals and objectives
- Make all decisions related to impacts on the following
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City Policies

Resource	Title	Expected Commitment
Malcolm Fleming	City Manager	As needed
Heather Balser	Deputy City Manager	As needed
Kathleen Hix	Human Resources Director	Key Stakeholder
Kevin Watson	Finance Director	Key Stakeholder
Troy Russ	Planning & Building Safety Director	Key Stakeholder
Chris Neves	IT Director	Project Manager
Joe Stevens	Parks & Recreation Director	As needed
Beth Barrett	Library Director	As needed
Kurt Kowar	Public Works	Key Stakeholder

Aaron DeJong	Economic Development	As needed
Dave Hayes	Police Chief	As needed

B.1.2.3 Client Project Manager:

The City's project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Executive Team and providing the majority of the City's change management communications and coaching.

The project manager will be responsible for:

- Working with the Tyler Project Manager
- Reviewing and approve all project deliverables
- Management of project risks and issues
- Assist in the managing and updating the project plan
- Acting as liaison between project team and Executive Team
- Making regular updates/refinements to the SharePoint project site repository
- Scheduling City resources for implementation tasks and training days. This includes but is not limited to personnel, equipment and training rooms (may be done with the assistance of administrative staff)
- Maintaining team contact numbers, email lists, and regular communications
- Acting as point of contact for Tyler for staffing and delivery matters
- Escalating issues per the approved Issue Resolution Plan

Resource	Title	Expected Commitment
Chris J Neves	IT Director	As Needed
TBD	IT Application Support Admin	Dedicated

B.1.2.4 Project Team:

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required City tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the City consistent with the project goals, project vision, and direction from the Project Manager and Executive Team. Project Team members will be made available to the project to fulfill the assigned project roles and tasks per the mutually agreed to project schedule.

The City Project Team/Functional Leads will be responsible for:

- Making business process changes under time sensitive conditions.
- Assisting in identifying business process changes that may require escalation.
- Attending and contributing business process expertise for As-Is, To-Be and the Static Environment Testing sessions.

- Identifying and including necessary subject matter experts to participate in As-Is, To-Be and the Static Environment Testing sessions.
- Providing business process change support during Core User and End User training.
- Completing security templates for all Core and End users.
- Completing Performance Tracking review with City Project Team on End User competency on trained topics.
- Providing Core and End users with dedicated time to complete required homework tasks.
- Acting as supervisor/cheerleader for the new process.
- Identifying and communicating to City Project Team any additional training needs or scheduling conflicts
- Actively participate in all aspects of the implementation, including, but not limited to, the following key activities:

Resource	Function	Expected Commitment
Kevin Watson	Finance Lead	As Needed
Kathleen Hix	HR Lead	As Needed
Troy Russ	Community Development Lead	As Needed
Kurt Kowar	Public Works Lead	As Needed
Chris Neves	Co-Project Manager	As Needed
TBD	Co-Project Manager	As Needed

B.1.2.5 Subject Matter Experts (Core Users):

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

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

Resource	Function	Expected Commitment
Graham Clark	General Finance/Accounting	As Needed
Diane Kreager	AP, Purchasing	As Needed
Barb Kelley	Payroll	As Needed
Robin Brookhart	HR Specialist	As Needed
Paula Knapek	HR Specialist	As Needed
Leslie Ringer	HR Specialist	As Needed
Ronda Romero	HR Technician	As Needed
Monica Garland	Admin	As Needed
Sean McCartney	Planning	As Needed
Scott Robinson	Planning	As Needed
Lauren Trice	Planning	As Needed
Ken Swanson	Building Safety - Permitting	As Needed
Jessica Arvanites	Building Safety – Permitting	As Needed

TBD	Public Works - Engineering	As Needed

B.1.2.6 Client Technical Team:

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

The City's technical team will be responsible for all technical aspects of the project. Technical resources will also be responsible for coordinating with Tyler's installation team to support the implementation.

Resource	Function	Expected Commitment
Chris Neves	IT Director	As Needed
TBD	IT Application Admin	Dedicated
Cliff Swett	Network Administrator	As Needed
Matt Bush	Desktop Support	As Needed

B.1.2.7 City Change Management Team

The City's change management team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in the City. While it is expected that all City project team members and Executive Team members will have a change management role, the following individuals will be tasked with coordinating that effort. Responsibilities will include:

- Leading change management portion of process
- Executing the change management plan
- Directing City-wide communications
- Assisting with obtaining adoption of new business processes
- Coordinating department readiness for new system
- Managing development of training and providing training oversight
- Ensuring that City end users are receiving appropriate training
- Providing a place for City employees to voice concerns over the project
- Resolving change management issues
- Assisting with post implementation support planning

Resource	Title	Expected Commitment
Chris Neves	IT Director	As Needed
TBD	IT Application Administrator	As Needed

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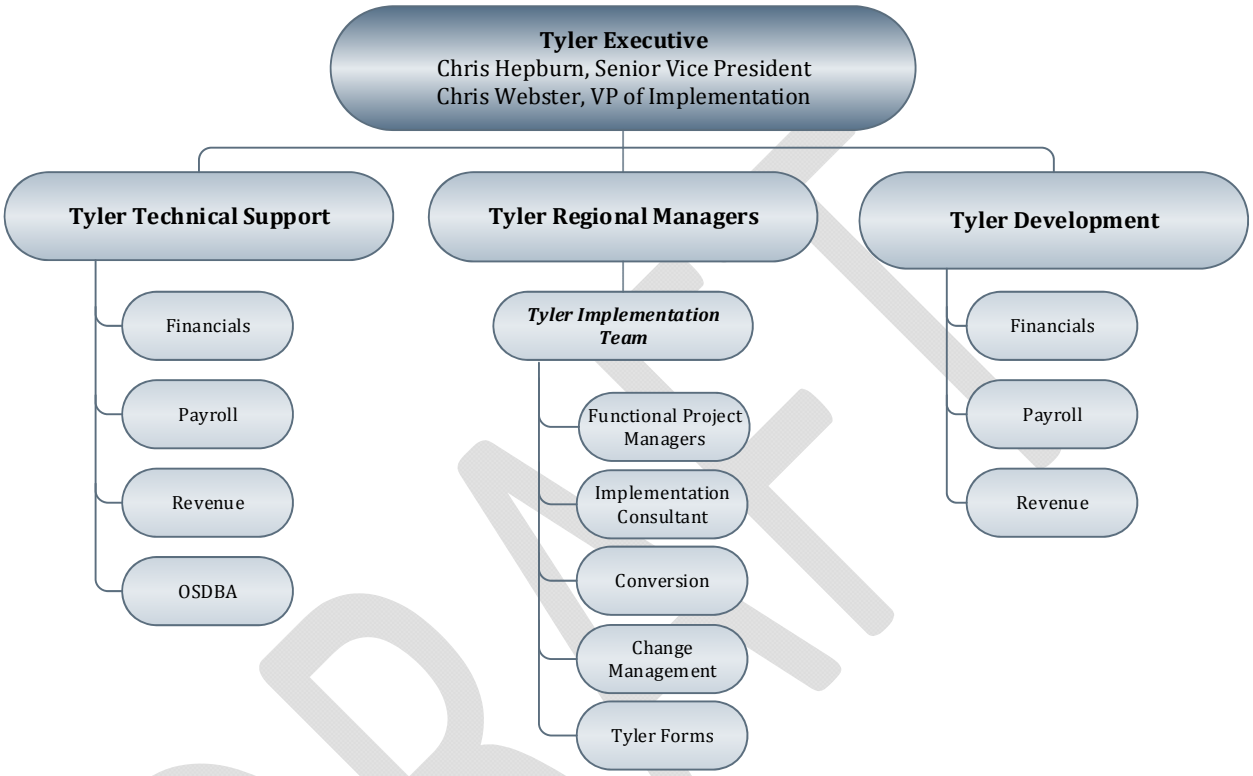
B.1.3 Tyler Project Structure

Below is a description of the roles and responsibilities of each member of the Tyler project structure with a level of commitment for both overall work and on-site presence for the City's project.



B.1.4 Tyler Roles and Responsibilities

Tyler plans to leverage the strengths, skills and knowledge of our blended team members. In the table that follows, a description of the various roles and responsibilities associated with the overall project team is provided.

B.1.5 Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Managers or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance. The communication path for issue escalation at this level is typically with the Project Sponsor and/or Executive Team.

Resource	Title	Expected Commitment	On-Site Commitment
Chris Webster	Vice President - Implementation	Issue Escalation	None

B.1.6 Tyler Regional Manager

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

- Tyler project team staffing decisions
- Assisting Tyler Project Managers with resolution of issues outside of the scope of the project impacting budget, scope or schedule
- Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Providing proactive personal communication with City Executive Sponsor and/or City Project Manager as needed for critical project risks and success factors

Resource	Title	Expected Commitment	On-Site Commitment
Michele Tepper	Regional Manager	Issue Escalation	None
Shawn Gaudreau	Regional Manager	Issue Escalation	None

B.1.7 Tyler Functional Project Managers

Tyler Project Managers are empowered to make all Tyler decisions regarding the project in order to keep the project on task. They initiate Change Orders on all approved decisions impacting the scope of the contract, as agreed upon by the City and Tyler Project Teams. They escalate outstanding tasks and issues within Tyler and to the City Project Manager, as applicable. They work with the Tyler and City Project Team Members to ensure tasks are completed and decisions are made in a timely fashion, coordinate Tyler activities across modules and phases, and develop the Project Management Plans, with the assistance of the City Project Manager, in order to effectively manage the scope of the project and all changes that occur throughout the life of the project or project phase.

- Work with the City PM to identify the strongest consulting resources, and resolve project staffing challenges.
- Ensures project is delivered on schedule, within budget, consistent with requirements detailed in the SOW
- Timely and consistent communication with the City project team (e.g., regular status reporting) and Regular communications with the City PM
- Primary point of contact for all day-to-day implementation activities
- Maintains detailed work plans and tracks project status
- Manages project deliverables and documentation to keep the project on schedule
- Monitors project dependencies and brings these to the Regional Manager's attention for action if necessary
- Prompt notification to City of staffing changes to key personnel

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Resource	Title	Expected Commitment	On-Site Commitment
TBD	Project Manager – Financials & HR/PR	4-8 hours per week	Phase kickoff; remote Project Management
TBD	Project Manager – Community Development	2-4 hours per week	Phase kickoff; remote Project Management
TBD	Project Manager – Revenue	2-4 hours per week	Phase kickoff; remote Project Management

B.1.8 Tyler Implementation Consultants

The Tyler Implementation Consultants will be responsible for:

- Providing in-depth product expertise and knowledge of best practices use of Tyler products
- Conducting business process review and solution design analysis
- Review module-specific configuration plans and desired processing options
- Assist in configuration of module design plans and options
- Provide conversion analysis and crosswalk assistance
- Participate in to-be Static Environment Testing
- Conducting training (process, conversion validation, parallel processing)
- Testing functionality with City (base, customizations, interfaces)
- Performing problem solving and troubleshooting
- Following up on issues
- Complete daily site reports detailing activities for each implementation day
- Keeping the project manager(s) apprised of any and all issues that may result in the need for additional training needs, slip in schedule, change in process decisions, or that could adversely impact the success of the project

Resource	Title	Expected Commitment	On-Site Commitment
TBD	Implementation Consultant - Financials	Varies - per contracted days	Per project plan schedule
TBD	Implementation Consultant – Payroll/HR	Varies - per contracted days	Per project plan schedule
TBD	Implementation Consultant – Community Development	Varies - per contracted days	Per project plan schedule
TBD	Implementation Consultant – Revenue	Varies – per contracted days	Per project plan schedule

B.1.9 Project SharePoint

Tyler understands that current, accurate information that is easily accessible is a key component in an ERP Implementation Project. As part of Implementation, Tyler will provide and host a SharePoint web site. The purpose of this site is to furnish the city and Tyler staff with a central location to plan, store and access pertinent documentation and information relating to the city's implementation project. The ERP Implementation SharePoint site will ensure that all project stakeholders have an easy-to-use tool that will provide an integrated location to inquire, review and update any and all project information.

It is Tyler's goal to have the site available for introduction to the City during the Project Manager's on-site Kick-Off meeting. At this meeting, the PM will provide an overview of the site and distribute documentation that further explains the site and its available tools. It will be a central location to maintain control of the project and provide team members with a formal method of managing tasks, owners and due dates throughout the project.

This site will be jointly maintained by the Tyler and City Project Teams for the duration of the implementation. Each City SharePoint site will utilize standards and defaults set by Microsoft SharePoint software. The site will be easy to navigate and provide text "breadcrumbs" for backtracking and/or return to the home page. Tools of the site will include, but are not limited to: Documents & Links; Announcements; Calendar; Project Task List; Issues & Action Items; Project Plan; Modifications& Enhancements; Versioning; Alerts.

B.1.9.1 SharePoint Backups

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

B.1.10 Project Plan

Tyler will create and maintain a mutually agreed to Project Plan and schedule throughout the project life cycle that represents the project's scope of work and responsibilities as defined in this SOW and those dependent work efforts that affect the project's schedule or budget. The Tyler Project Manager will present the working project plan for the full project that includes all required elements identified below to the Project Team at the kickoff or a subsequent project meeting. The project team will ask for modifications or will accept the Tyler project plan. Once the project plan is approved by the project team, the project baseline will be set by the Tyler Project Manager.

The baseline Project Work Plan will contain:

- Detailed project's activities with tasks (including all installation, implementation, conversion, development, change management, testing, training tasks)
- All important Client tasks and assignments
- All deliverables and control points (including City sign off of all deliverables and control points)
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Break Down Structure (WBS) featuring phases, deliverables, and work packages, predecessor tasks as applicable

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

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

B.1.11 Project Status Reports

Tyler will develop a Communications Management Plan, at the onset of the project that will define the frequency and recipients for the project status reports. Project reports are intended for the Project Manager and the City Executive Team and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of key milestones deliverables
- Project timeline
- Issues/Risks
- Planned risk mitigation strategy
- Progress towards City project goals / criteria of project success
- Summary of change requests.

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and the City on a bi-weekly basis, or more often if deemed necessary by either the Tyler Project Manager or the City Project Manager. The project team will meet to communicate activities occurring across sub-teams and to communicate any issues that are impeding progress.

B.1.12 Issue Tracking

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

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

The City and Tyler project managers will review the Issues Log on a bi-weekly basis during project team meetings, more frequently if needed. The City and Tyler project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the

critical phases of the project, the City and Tyler project managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources. The City will not be responsible for making direct contact with Tyler support for issues identified on the issues log unless a critical issue is encountered while Tyler implementation staff is not onsite and the issue prevents City staff from making appropriate progress.

B.1.13 Issue Resolution

The following issue resolution processes will be used during the Project for all issues identified on the issues log.

Within two (2) business days following the scheduled status meeting, the City Project Manager and Tyler Project Managers will prioritize all new issues, provide an estimated due date for decision, assign the issue to an appropriate team member(s) and enter the detail in the Issues & Actions list on SharePoint.

Step 1: Once the issue has been assigned, the appropriate team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date. Assigned resources could include both the Tyler or City project team members. The goal timeframes for resolving an issue are outlined in the Goal Issue Resolution Response Matrix below. In the event that the issue is not resolved by the project team during the time allotted, the issue will be escalated to step 2.

Step 2: If issues are not resolved by the project team and/or the City Project Manager and the Tyler Project Managers, the issue will be referred to the City Executive Team and/or Tyler Regional Manager for decision at the next scheduled meeting. For critical decisions, the Tyler project managers and City project manager can agree to schedule a special Executive Team meeting to discuss the issue. In the event the issue is not resolved by Tyler and the City Executive Team, the issue will be referred to Step 3.

Step 3: If issues are not resolved by the City Executive Team and/or Tyler Regional Manager, the issue will be referred to the City Project Sponsor and/or the Tyler Executive Oversight for the Project. The City Project Manager and Tyler Project Managers will request a meeting of the City Project Sponsor and/or Tyler Executive Oversight to be held within ten (10) business days. Meetings may need to occur sooner for critical issues. Prior to each meeting, both Tyler and the City will prepare a written analysis of the issue with recommendations for discussion. The City Project Sponsor and Tyler Executive Oversight will agree on a final resolution to the issue. It is expected than any decision impacting one of the following may also require a scope change approval as described in a later section of this statement of work. It is also expected that one or more of the following will apply:

- Have a significant impact on the Project or the organization
- Have a significant impact on Project scope
- May result in additional cost to Tyler or the City
- May cause the Project or the delivery of a Deliverable to become delayed

At any time during the project, if the City is not satisfied with the level of response from any of the Tyler project managers or Tyler Regional Manager, or if the Tyler project manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, the City will reserve the right to

escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

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B.1.14 Goal Issue Resolution Response Matrix

Issue Group	Goal Resolution Response				Notes
Scope Change Request Response	<=1 day	<=10 days	<=30 days	<=60 days	See below for priority definitions.
Project Implementation Issues Response	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.
Decision Making Delays Response	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.
Personnel Issues	<=1 day	<=15 days	<=30 days	<=45 days	See below for priority definitions.
Conversion Issues	<=1 day	<=7 days	<=30 days	<=45 days	See below for priority definitions.
Critical (Priority 1):	Issue is critical to the City and has significant impact on live processing, time sensitive training or critical path tasks.				
High (Priority 2):	Issue is severe, but there is a work around or intermediary action the City can take.				
Medium (Priority 3):	Issue is a non-severe but requires follow up from Tyler.				
Low (Priority 4):	Issue is non-critical for the City and they would like to work with applicable Tyler resource as time permits.				

B.1.15 Scope Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the City's policies and must provide adequate time for City's consideration. City acknowledges that such scope change proposals may affect the implementation cots, schedule and Go-Live Dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement, including the daily rates for services, unless mutually agreed in writing otherwise.

B.1.15.1 Implementation Services Scope Change Process

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

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

All scope change requests and scope change proposals will be approved first by the City Project Manager and Tyler Project Managers. Scope change requests will also be identified on the issues log and elevated to the City Executive Team for review at the next Executive Team meeting.

Within the reasonable timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from the City Project Manager's receipt of such scope change proposal (the "Response Period"), the City shall notify Tyler in writing if the City elects to proceed with the change proposal. If, within the Response Period, the City gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it. Tyler shall promptly commence performing the Services described in the scope change proposal upon Tyler's receipt of an approved scope change proposal during the Response Period, subject to the availability of Tyler personnel unless otherwise mutually agreed.

B.1.15.2 Munis Product Enhancement Request Process

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

Tyler has two different types of Product Enhancement Requests

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify the City in writing; otherwise Tyler shall provide City with a written development scope change proposal containing the following:

    - Specification
    - Schedule for completion
    - Minimum version requirements
    - Any additional implementation services, such as project management, conversions, forms output and/or training outside of the current project scope
    - Impact on current milestones and payment schedule
    - Impact on project goals and objectives
    - Response Due Date
    - Total cost

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

    By the Response Due Date the City shall notify Tyler in writing if the City elects to proceed with the Development request. If, by the Response Due, the City gives notice to Tyler not to proceed,

or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a formal contract amendment. Tyler shall promptly commence performing the work described in the Development change request upon Tyler's receipt of a signed contract amendment.

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Section C: Technology Architecture

C.1.1 Server Environment

See appendix I.1.3.

C.1.2 Workstation Recommendations

This section outlines the minimum and recommended system requirements for client workstations accessing the Tyler ERP system.

See appendix I.1.3.

C.1.3 Environments

As part of the project, Tyler and the City will establish the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments.

- Testing
- Training
- Production/Live

C.1.4 Minimum Requirements for Start Up

See Tyler Server Environment

C.1.5 Printer Requirements for Tyler Forms

The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks. See appendix I.1.3 for detailed requirements.

C.1.6 Key Dates for Hardware Availability

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

C.1.7 Technical Roles and Responsibilities

This section defines technical activities, roles and responsibilities using the key defined below.

- Own (O): The party is solely responsible for the task
- Lead (L): The party responsible for the task and may manage other resources
- Participate (P): The party is involved in, but does not lead the task
- Share (S): Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed

- Review (R): The party is responsible for reviewing work products after task is completed
- None (N): The party is not involved in the task

INSTALLATION		Responsibility	
Task	**Description**	**TYLER**	**CITY**
Installation Timeframe	Discuss installation time frame and customer needs	Lead	Participate
Database Configuration	Determine database configuration and specification, i.e. cluster vs. mirror	Lead	Participate
Server Specifications	Provide server specifications and consultation	Lead	Review
Hardware Quote	Obtain hardware quote from vendor	Review	Lead
Quote Review	Provide quote for review and approval	Review	Lead
Hardware Order	Order hardware and notify of arrival date	Review	Lead
Installation Confirmation	Arrange and confirm onsite installation	Lead	Participate
Hardware Notification	Notify Tyler when hardware arrives	None	Lead
Pre-Installation Conference Call	Installation Eng. to arrange conference call to discuss and finalize installation process	Lead	Participate
Hardware Configuration Confirmation	Confirm hardware is configured and meets Tyler recommended specifications and system software at necessary service pack and patch levels..	Participate	Lead
Onsite Work	Arrive onsite and begin Tyler software installation	Lead	Participate
Installation Review	Review overall installation process with customer	Lead	Participate
Installation Resources	Provide necessary resources for installation, includes: Network Admin, Active Directory Admin, Server Admin, and any other required personnel .	Review	Lead
Installation	Install Tyler applications	Lead	Participate
SQL Database	Install and configure SQL database	Lead	Participate
Administration Training	Conduct administration training to review all server configurations	Lead	Participate
End User Software Installation Training	Conduct training to install end user software	Lead	Participate
Installation sign-offs	Provide system installation report.	Leads	None
Onsite Installation Acceptance	Complete installation sign offs	None	Owns
Schedule Remote Work	Arrange for items that will completed remotely	Lead	Participate
Remote Connectivity	Provide connectivity assistance for remote items	Participate	Lead
Remote Installation Acceptance	Complete remote installation sign offs	None	Owns

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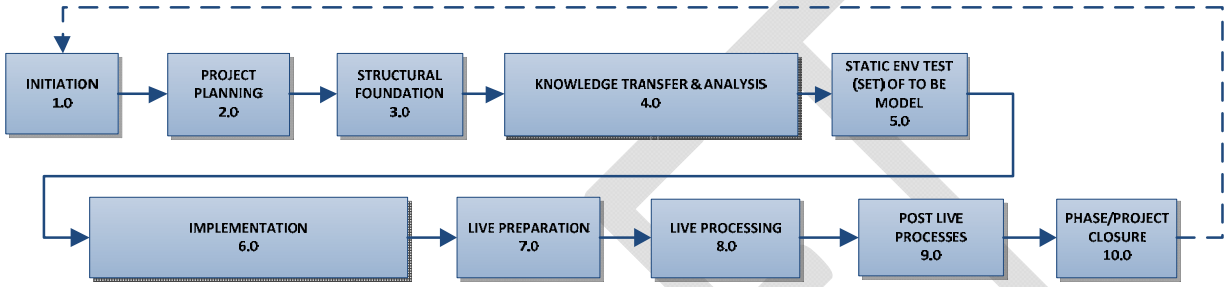
Section D: Implementation

D.1.1 Implementation Methodology Overview

Throughout a project, we establish control points (critical review points) to ensure an organization fully understands and accepts the project. It is at these check points that organizational stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase.



IMPLEMENTATION METHODOLOGY
PROCESS REPEATED FOR EACH PHASE

D.1.2 Implementation Schedule

The implementation schedule outlining specific tasks and activities required to meet the schedule outlined in Phases 1-4 outlined in Section A of this SOW will be defined in the project plan developed by Tyler.

D.1.3 Implementation Roles and Responsibilities

This section defines implementation activities and responsibilities for the major phases of the Tyler Implementation Methodology using the key defined below.

- Own: The party is solely responsible for the task
- Lead: The party responsible for the task and may manage other resources
- Participate: The party is involved in, but does not lead the task
- Share: Both parties are mutually responsible for completing the task. Both parties assume individual responsibility to ensure task is completed
- Review: The party is responsible for reviewing work products after task is completed
- None: The party is not involved in the task

D.1.4 Project Management

Task	Tyler Role	City Role
Project Management		
Project Plan Development & Management	Lead	Review

Define Project Standards & Procedures	Lead	Participate
Obtain Executive Mandate	None	Own
Manage Deliverable Sign-offs	Lead	Participate
Manage Implementation Resource Scheduling	Own	None
Monitor Project Budget	Share	Share
Risk Management	Share	Share
Coordinate Partner 3rd Party Implementations	Lead	Participate
Identify/Schedule City Resources	None	Own
Coordinate Interdepartmental Activities	Lead	Participate
Coordinate City Interdepartmental Activities	Participate	Lead
Develop and post project status reports	Lead	Participate
Tyler Project Status Meetings	Share	Share
Coordinate and Manage Internal City Project Meetings	None	Own
Monitor City Project Task Completion	Participate	Lead
Track Project Issues	Share	Share

D.1.5 Implementation Process Per Phase

The following implementation process will be repeated for each phase of the project listed in Section A.

D.1.5.1 Planning and Analysis

This portion of the implementation process commences once a contract has been signed. Project team members from the organization are identified. The City's project team will be responsible for monitoring the project and providing formal acceptance of each phase. Once team members have been determined, functional leaders are chosen for the project. Management plans are formed regarding the scope, schedule, quality/testing, communication, and risk of the project. This is accomplished in cooperation with the organization's management. The process of transferring knowledge to and from the functional leaders begins. Tyler consultants then review policies and procedures related to software functionality. Finally, scripts are tested based on decisions made and formal acceptance from the City's project team is obtained before moving to the next phase.

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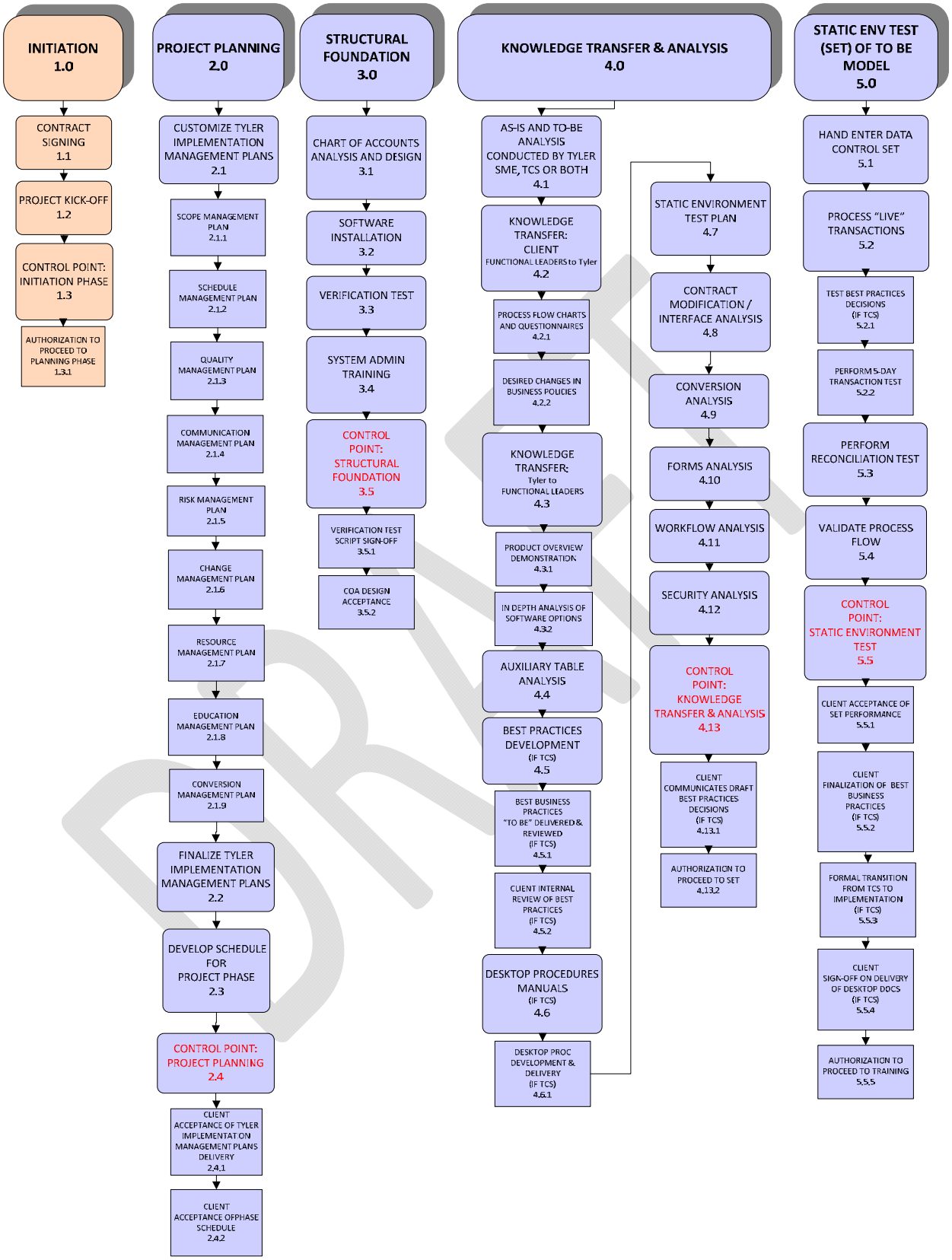
INITIATION 1.0
CONTRACT SIGNING 1.1
PROJECT KICK-OFF 1.2
CONTROL POINT: INITIATION PHASE 1.3
AUTHORIZATION TO PROCEED TO PLANNING PHASE 1.3.1
PROJECT PLANNING 2.0
CUSTOMIZE TYLER IMPLEMENTATION MANAGEMENT PLANS 2.1
SCOPE MANAGEMENT PLAN 2.1.1
SCHEDULE MANAGEMENT PLAN 2.1.2
QUALITY MANAGEMENT PLAN 2.1.3
COMMUNICATION MANAGEMENT PLAN 2.1.4
RISK MANAGEMENT PLAN 2.1.5
CHANGE MANAGEMENT PLAN 2.1.6
RESOURCE MANAGEMENT PLAN 2.1.7
EDUCATION MANAGEMENT PLAN 2.1.8
CONVERSION MANAGEMENT PLAN 2.1.9
FINALIZE TYLER IMPLEMENTATION MANAGEMENT PLANS 2.2
DEVELOP SCHEDULE FOR PROJECT PHASE 2.3
CONTROL POINT: PROJECT PLANNING 2.4
CLIENT ACCEPTANCE OF TYLER IMPLEMENTATION MANAGEMENT PLANS DELIVERY 2.4.1
CLIENT ACCEPTANCE OFPHASE SCHEDULE 2.4.2
STRUCTURAL FOUNDATION 3.0
CHART OF ACCOUNTS ANALYSIS AND DESIGN 3.1
SOFTWARE INSTALLATION 3.2
VERIFICATION TEST 3.3
SYSTEM ADMIN TRAINING 3.4
CONTROL POINT: STRUCTURAL FOUNDATION 3.5
VERIFICATION TEST SCRIPT SIGN-OFF 3.5.1
COA DESIGN ACCEPTANCE 3.5.2
KNOWLEDGE TRANSFER & ANALYSIS 4.0
AS-IS AND TO-BE ANALYSIS CONDUCTED BY TYLER SME, TCS OR BOTH 4.1
KNOWLEDGE TRANSFER: CLIENT FUNCTIONAL LEADERS to Tyler 4.2
PROCESS FLOW CHARTS AND QUESTIONNAIRES 4.2.1
DESIRED CHANGES IN BUSINESS POLICIES 4.2.2
KNOWLEDGE TRANSFER: Tyler to FUNCTIONAL LEADERS 4.3
PRODUCT OVERVIEW DEMONSTRATION 4.3.1
IN DEPTH ANALYSIS OF SOFTWARE OPTIONS 4.3.2
AUXILIARY TABLE ANALYSIS 4.4
BEST PRACTICES DEVELOPMENT (IF TCS) 4.5
BEST BUSINESS PRACTICES "TO BE" DELIVERED & REVIEWED (IF TCS) 4.5.1
CLIENT INTERNAL REVIEW OF BEST PRACTICES (IF TCS) 4.5.2
DESKTOP PROCEDURES MANUALS (IF TCS) 4.6
DESKTOP PROC DEVELOPMENT & DELIVERY (IF TCS) 4.6.1
STATIC ENVIRONMENT TEST PLAN 4.7
CONTRACT MODIFICATION / INTERFACE ANALYSIS 4.8
CONVERSION ANALYSIS 4.9
FORMS ANALYSIS 4.10
WORKFLOW ANALYSIS 4.11
SECURITY ANALYSIS 4.12
CONTROL POINT: KNOWLEDGE TRANSFER & ANALYSIS 4.13
CLIENT COMMUNICATES DRAFT BEST PRACTICES DECISIONS (IF TCS) 4.13.1
AUTHORIZATION TO PROCEED TO SET 4.13.2
STATIC ENV TEST (SET) OF TO BE MODEL 5.0
HAND ENTER DATA CONTROL SET 5.1
PROCESS "LIVE" TRANSACTIONS 5.2
TEST BEST PRACTICES DECISIONS (IF TCS) 5.2.1
PERFORM 5-DAY TRANSACTION TEST 5.2.2
PERFORM RECONCILIATION TEST 5.3
VALIDATE PROCESS FLOW 5.4
CONTROL POINT: STATIC ENVIRONMENT TEST 5.5
CLIENT ACCEPTANCE OF SET PERFORMANCE 5.5.1
CLIENT FINALIZATION OF BEST BUSINESS PRACTICES (IF TCS) 5.5.2
FORMAL TRANSITION FROM TCS TO IMPLEMENTATION (IF TCS) 5.5.3
CLIENT SIGN-OFF ON DELIVERY OF DESKTOP DOCS (IF TCS) 5.5.4
AUTHORIZATION TO PROCEED TO TRAINING 5.5.5

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D.1.5.1.1 Initiation (1.0)

D.1.5.1.1.1 Contract Signing

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(1.1) Contract Signing	• Contract signed by City and Tyler, takes place prior to scheduling the Project Kick-off Meeting.	Share	Share

D.1.5.1.1.2 Kick Off

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(1.2) Project Kick-Off	• Kick-Off meeting to introduce the City project team, the Tyler project team. • Provide an overview of project activities. • Opportunity for the City Executive to deliver expectations for participation and change.	Share	Share

D.1.5.1.1.3 Control Point

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(1.3) Control Point	• Implementation Phase Control Point		
(1.3.1) Authorization to Proceed to Planning Phase	• City confirms readiness to start project planning	Share	Share

D.1.5.1.2 Project Planning (2.0)

D.1.5.1.2.1 Management Plans

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(2.1.1) Review SOW/Complete Scope Management Plan	• Review/Define scope of project	Lead	Participate
(2.1.2) Complete Baseline Schedule Management Plan	• Define project-scheduling guidelines • Validate go-live dates • Determine blackout dates	Lead	Participate
(2.1.3) Complete Baseline Quality Management Plan	• Define quality and test plan and activities for project	Lead	Participate
(2.1.4) Complete Baseline Communication Management Plan	• Define communications for project • Develop a plan for communications between team members and all other stakeholders	Lead	Participate
(2.1.5) Complete Baseline Risk Management Plan	• Assess risks of project • Develop a plan for prioritizing and managing risks	Lead	Participate

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(2.1.6) Develop Change Management Plan	• Provide and review Tyler Change Management tools for customer execution	Lead	Participate
(2.1.7) Complete Baseline Resource Management Plan	• Establishes and includes the processes that organize and manage the project team and the necessary physical resources for the project tasks	Lead	Participate
(2.1.8) Complete Baseline Training Management Plan	• Lay out the process of transferring knowledge between the City and Tyler • Define measurement criteria	Lead	Participate

D.1.5.1.2.2 Conversion and Tyler Forms Planning

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(2.1.9) Review Conversion Plan	• Review purchased conversions • Determine timelines, tasks and methods for validation	Lead	Participate
Review Tyler Forms Process	• Introduce the Tyler Forms team • Review purchased forms • Discuss equipment requirements	Lead	Participate

D.1.5.1.2.3 Project Plan Development

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
Discuss Phase Schedule	• Identify schedule constraints, critical deadlines	Lead	Participate
Coordinate non-contracted 3rd Party Implementations	• Develop plan with 3rd Party Vendor to integrate deliverables with Tyler timeline and requirements	None	Own
Deliver initial Phase Project Plan	• Develop task list and schedule. • Assign ownership • Post on City Project SharePoint site.	Lead	Review
(2.2) Finalize Implementation Management Plans	• Update Implementation Planning document with Planning Session results	Lead	Participate
(2.3) Develop Schedule for Project Phase	• Tyler PM will create a proposed schedule for the first phase of the project	Lead	Participate
(2.4) Control Point Project Planning	• Project Planning Control Point		
(2.4.1) City Acceptance of Tyler Implementation Management Plans Delivery	• City signs-off to accept the Implementation Plans	Participate	Lead
(2.4.2) City Acceptance of Phase Schedule	• City signs-off to accept the Phase Schedule	Participate	Lead

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D.1.5.1.3 Structural Foundation (3.0)

D.1.5.1.3.1 Chart of Accounts

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(3.1) Chart of Accounts Analysis	• Discuss COA needs, Munis set up and options • Determine structure for COA	Lead	Participate
Build Chart Spreadsheet	• Build Excel COA spreadsheet with new structure	Participate	Lead
Convert Chart Spreadsheet	• Write and execute program to convert COA spreadsheet into Munis GL	Own	None
Load COA Conversion in Test DB	• Load converted COA into test database for validation	Participate	Lead
Validate Converted Chart	• Confirm that the COA details in the spreadsheet match the converted data in Munis	Participate	Lead
(3.5.2) Authorize COA to be loaded in Live DB	• City acceptance of COA	None	Own
Load COA in Live DB	• The new COA becomes part of the live database	Lead	Participate

D.1.5.1.3.2 Hardware & Software Installation

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(3.2) Perform Software Installation & System Admin Training	• Install server(s) • Install purchased software • Train City on system setup, configuration and maintenance	Lead	Participate
Acceptance of Installation	• City acceptance of installation and training	None	Own
(3.3) Perform Verification Test	• Perform scripted test to validate baseline software performance	Lead	Participate
(3.5.1) Acceptance of Verification Test	• City acceptance of baseline test	None	Own

D.1.5.1.3.3 System Administration

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(3.4) System Admin Training	• Train City on User ID's, permissions, etc.	Lead	Participate
Build System Admin Tables	• City adds Users, builds permissions, etc.	Participate	Lead

D.1.5.1.3.4 Control Point

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(3.5) Control Point for Structural Foundation	• (3.5.1) Verification Test Script Sign-Off • (3.5.2) COA Design Acceptance	Participate	Lead

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D.1.5.1.4 Knowledge Transfer and Analysis (4.0)

D.1.5.1.4.1 As-Is & To-Be Analysis

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.1) Perform As-Is Analysis	• Conduct analysis of City's current business practices • Process questionnaires	Lead	Participate
(4.1) Perform To-Be Analysis	• Conduct analysis of desired process changes • Review Flow Charts • Review available options	Lead	Participate
Facilitate To-Be Sessions	• Facilitates discussions of business process change	Participate	Lead

D.1.5.1.4.2 Knowledge Transfer

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.2) Knowledge Transfer: City	• As-Is Analysis – City provides information to Tyler about current business practices	Lead	Participate
(4.2.1) Process flow charts and questionnaires	• Review inventory of processing, configuration and data flow options	Lead	Participate
(4.2.2) Desired Changes in Business Process	• Review desired changes in business processes and data flows	Lead	Participate
(4.3) Knowledge Transfer: Tyler to Functional Leads	• To-Be Analysis – Tyler provides information to City about module with discussion of desired process changes	Lead	Participate
(4.3.1) Product Overview Demonstration	• Review module organization and processing flow	Lead	Participate
(4.3.2) Analysis of Software Options	• Review module parameters, code configurations and work flow options	Lead	Participate
(4.4) Perform Set Up Table Analysis	• Conduct analysis of set up tables codes and parameters	Lead	Participate
(4.6.1) Develop Procedure Manuals	• Customized Procedural Manuals for each respective module purchased, including applicable decentralized functions	None	Own

D.1.5.1.4.3 Static Environment Test Plans

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.7) Static Environment Test Plans	• Compile information gathered during analysis and prepare scripts for To-Be Test (Static Environment Test)	Own	None

D.1.5.1.4.4 Interface & Modification Analysis and Spec Development

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.8) Perform Interface Analysis	• Perform detailed analysis of custom interfaces identified in contract • Validate requirement and interaction	Lead	Participate

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	with process decisions		
(4.8) Perform Modifications Analysis	• Perform detailed analysis of custom modifications identified in contract • Validate requirement and interaction with process decisions	Lead	Participate

D.1.5.1.4.5 Reporting Analysis

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
See section D.1.7.1			

D.1.5.1.4.6 Data Conversion Analysis

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.9) Perform Conversion Analysis	• Review and develop initial crosswalk for purchased conversions	Lead	Participate

D.1.5.1.4.7 Forms Analysis

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.10) Perform Tyler Forms Analysis	• Review purchased Tyler Forms mock-up kits and layout options	Lead	Participate
Complete Tyler Forms Kits	• Complete mock-up of selected form designs and submit to Tyler Forms	Participate	Lead

D.1.5.1.4.8 Workflow Analysis

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.11) Perform Workflow Analysis	• Discuss options for workflow settings and desired process flow • Develop matrix for workflow settings	Lead	Participate

D.1.5.1.4.9 Security Analysis

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.12) Perform Security Analysis	• Discuss options for security settings within applications • Develop matrix for security settings	Lead	Participate

D.1.5.1.4.10 Knowledge Transfer & Analysis Control Point

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(4.13) Control Point for Knowledge Transfer & Analysis	• N/A		
(4.13.1) City Communicates Draft Best Business Practices	• City provides Best Business practices decided upon after internal City review	Participate	Lead
(4.13.2) Authorization to Proceed to SET	• City signs-off to accept Knowledge Transfer & Analysis to proceed to SET	Participate	Lead

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D.1.5.1.5 Static Environment Test of To-Be Model (5.0)

D.1.5.1.5.1 Control Data Set

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(5.1) Create Data Set	• Hand Key representational data using actual City records	Lead	Participate

D.1.5.1.5.2 Validate Process Flow & Procedural Decisions

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(5.2) Perform To-Be Test (Static Environment Test) Process "Live" Transactions	• Conduct demonstration of To-Be decisions with hand-keyed data	Lead	Participate
Validate New Process Flow	• Perform representational City transactions to test overall process flow design	Lead	Participate
Finalize To-Be Decisions	• City validates To-Be decisions	None	Owns
Create Sample Data File	• Produce sample data files for applicable forms	Lead	Participate
(5.2.2) Perform 5 Day Transaction Test	• Perform representational City transactions to reflect a 5 day time period	Lead	Participate
(5.3) Perform Reconciliation Test	• View results of hand entered data via reports and inquiries	Lead	Participate
(5.4) Validate Process Flow	• Test overall process flow design	Lead	Participate
(5.5) Control Point: Static Environment Test	• N/A		
(5.5.1) City Acceptance of SET performance	• City signs-off to accept results of the SET testing	Participate	Lead
(5.5.5) Authorization to Proceed to Training	• City signs-off on entire SET process to authorize readiness to proceed to training	Participate	Lead

D.1.5.2 Setup, Training and Conversion

This portion of the implementation begins with data conversion, forms design, table and preference setup, and primary-user training. System testing follows the completion of these tasks. This testing will determine the success of the knowledge transfer to end users. Formal acceptance from the City's project team is required before advancing to the next phase.

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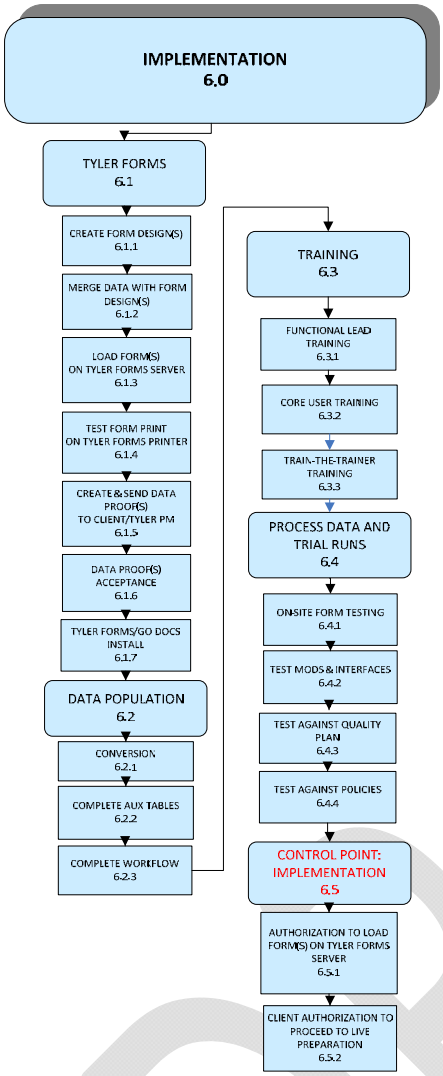
IMPLEMENTATION
6.0
TYLER FORMS
6.1
CREATE FORM DESIGN(S)
6.1.1
MERGE DATA WITH FORM DESIGN(S)
6.1.2
LOAD FORM(S) ON TYLER FORMS SERVER
6.1.3
TEST FORM PRINT ON TYLER FORMS PRINTER
6.1.4
CREATE & SEND DATA PROOF(S) TO CLIENT/TYLER PM
6.1.5
DATA PROOF(S) ACCEPTANCE
6.1.6
TYLER FORMS/GO DOCS INSTALL
6.1.7
DATA POPULATION
6.2
CONVERSION
6.2.1
COMPLETE AUX TABLES
6.2.2
COMPLETE WORKFLOW
6.2.3
TRAINING
6.3
FUNCTIONAL LEAD TRAINING
6.3.1
CORE USER TRAINING
6.3.2
TRAIN-THE-TRAINER TRAINING
6.3.3
PROCESS DATA AND TRIAL RUNS
6.4
ON-SITE FORM TESTING
6.4.1
TEST MODS & INTERFACES
6.4.2
TEST AGAINST QUALITY PLAN
6.4.3
TEST AGAINST POLICIES
6.4.4
CONTROL POINT: IMPLEMENTATION
6.5
AUTHORIZATION TO LOAD FORM(S) ON TYLER FORMS SERVER
6.5.1
CLIENT AUTHORIZATION TO PROCEED TO LIVE PREPARATION
6.5.2

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D.1.5.2.1 Implementation (6.0)

D.1.5.2.1.1 Tyler Forms

		Roles & Responsibilities	
(6.1.1) Create Form Designs	• Tyler Forms creates form designs from City mock-ups	Own	None
(6.1.2) Merge Sample Data Files	• Tyler Forms merges data from To-Be Test with Form designs	Own	None
Review Data Proofs	• City validates form design, content and layout	Participate	Lead
(6.5.1) Accept Form Design	• City accepts form design and authorizes installation	None	Own
(6.1.3) Install Forms Server	• Tyler Forms installs Forms Server on City server	Lead	Participate
(6.1.4) Test Forms	• Perform test of Tyler Forms through process testing and training	Shared	Shared
Secure Bank Acceptance	• Submit forms to bank for approval.	None	Owns
(6.1.5) Create and Send Data Proofs to City/Tyler PM	• Tyler sends form design proofs for review and acceptance	Lead	Participate
(6.1.6) Tyler Forms/Go Docs Install	• Tyler Forms installs final forms on City server	Lead	Participate
(6.1.7) Install Tyler Forms Library/Go-Docs	• Tyler installs Forms Library on City server	Lead	Participate

D.1.5.2.1.2 Data Population

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(6.2) Conversion	• Prepare system parameters and codes to align with data mapping	Lead	Participate
Set Up Table Training	• Train City on completion of Set Up Tables according to analysis sessions	Lead	Participate
Workflow Training	• Train City on Workflow completion	Leads	Participate
(6.2.2) Complete Set Up Tables	• City builds Set Up tables	Participate	Leads
(6.2.3) Workflow Completion	• City builds Workflow	Participate	Lead
Submit Conversion Data & Produce Balancing Reports	• City pulls data from legacy system and submits to Tyler, produces balancing reports	None	Own
(6.2.1) Run Conversion Program	• Write and execute program to convert submitted data according to crosswalk	Own	None
Train Conversion Validation Process	• Train City on methods for validating converted data	Lead	Participate
Validate Data Conversions	• City validates converted data using error reports, balancing reports, etc.	None	Own
Submit Conversion Corrections	• City documents and submits needed corrections to conversion	Participate	Lead
Accept Conversions	• City acceptance of data conversions and authorization to load	None	Own

D.1.5.2.1.3 Training & Testing

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(6.3.1) Train Functional Leads/Subject Matter Experts	• Train Functional Leads/Subject Matter Experts on applicable processes	Lead	Participate
(6.3.2) Train Core Users	• Train Core Users on applicable processes	Lead	Participate

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(6.3.3) Train-the-Trainer	• Train City's Trainer on End User processes	Lead	Participate
Train Decentralized End Users	• Train City's Decentralized End Users	None	Own
(6.4) Train and Perform 1st Trial Run/Parallel Process	• Train City on completing Trial Run/Parallel processes	Lead	Participate
(6.4.1) On-Site From Testing	• Train City on process of printing and testing forms	Lead	Participate
(6.4.2) Test Mods and Interfaces	• Train City on process of modification and interface programs	Lead	Participate
(6.4.3) Test Against Quality Plan	• Verify programs work according to definition in quality plan	Lead	Participate
(6.4.4) Test Against Policies	• Verify process meets policy decisions	Lead	Participate
Perform Additional Trial Run/Parallel Processes	• Complete Trial Run/Parallel process steps, identify discrepancies and correct	Participate	Lead
(6.5) Control Point: Implementation	• N/A		
(6.5.2) City Authorization to Proceed to Live Preparation	• City sign-off on Training – acknowledging readiness for go-live	Participate	Lead

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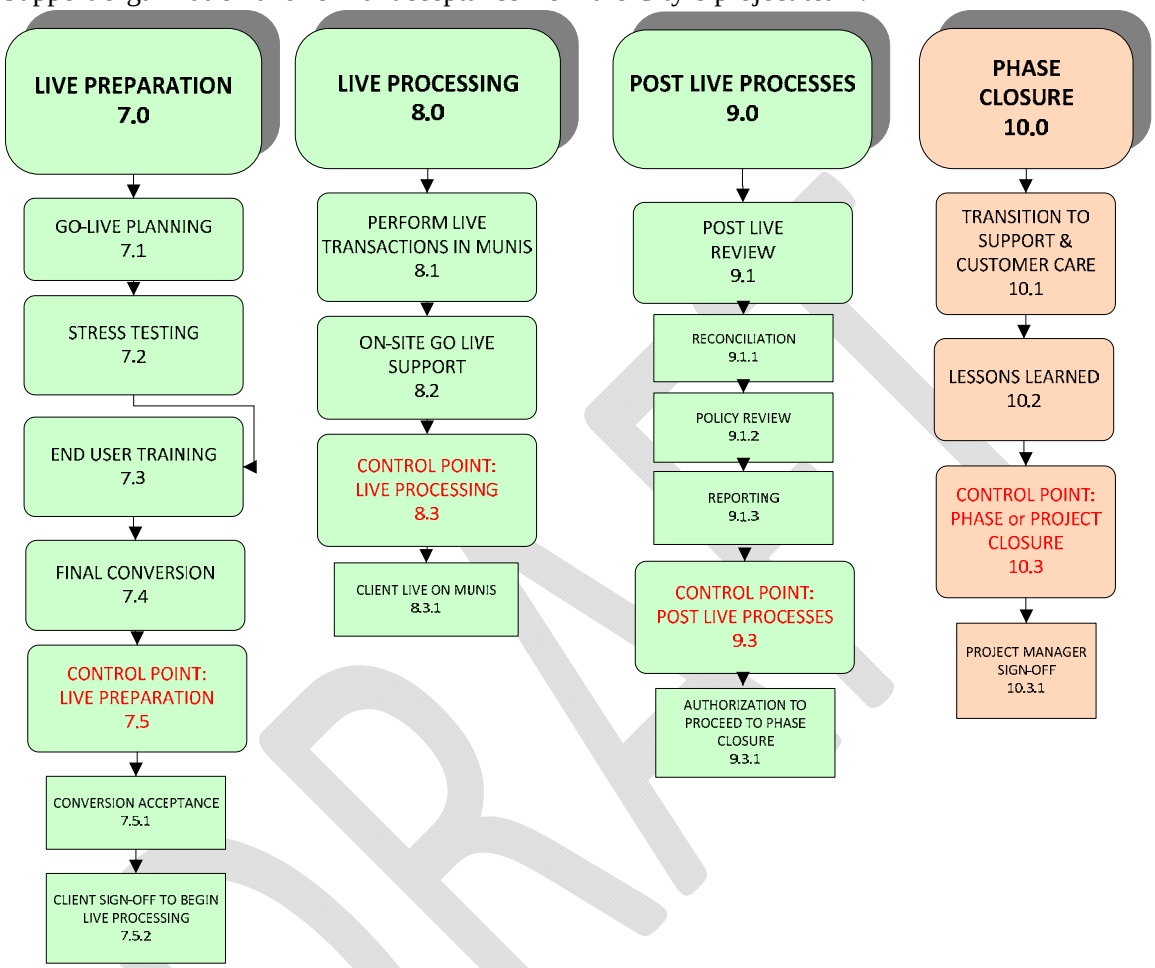
D.1.5.3 Live Preparation, Go-Live and Phase Closure

This portion of the implementation begins with a pre-live process review, proceeds to final training and conversion to be followed by quality assurance testing. The phase closes with a transition to the product Support organization and formal acceptance from the City's project team.



D.1.5.3.1 Live Preparation (7.0)

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(7.1) Pre-Live Planning	• City and Tyler meet to outline go-live steps, requirements and assignments	Lead	Participate
Perform Go-Live Readiness Assessment	• Evaluate readiness of City staff to perform live process from training and change management prospective	Share	Share
Cut Off Legacy System	• City ceases activities in applicable legacy applications	None	Own
Submit Final Conversion Data & Produce Balancing Reports	• City pulls Final Conversion data and submits to Tyler	None	Own
(7.2) Stress Testing	• City performs any desired stress testing	None	Own

(7.3) End User Training	• City trains decentralized end users	None	Own
(7.4) Run Final Conversion Program	• Execute program to convert submitted final data according to crosswalk	Own	None
Validate Final Data Conversions	• City validates converted data using error reports, balancing reports, etc.	None	Own
(7.5.1) Accept Conversions & Authorize Load to Live	• City accepts final conversions and authorizes them to be loaded in Live Database	None	Own
Live data load	• Load data into Live environment	Share	Share
(7.5.2) Authorize Live Processing	• City authorizes City users to begin live processing	None	Own

D.1.5.3.2 Live Processing (8.0)

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(8.0) Live Processing	• City begins live processing in system	Participate	Lead
(8.1) Perform Live Transactions in	• City begins live processing in system	Participate	Lead
(8.2) On-Site Go Live Support	• Tyler is on-site to support go-live processing	Lead	Participate
(8.3) Control Point: Live Processing	• N/A		
(8.3.1) City Live	• City is Processing in System	Participate	Lead

D.1.5.3.3 Post-Live Process (9.0)

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(9.1.1) Train Reconciliation Processes	• Review Reconciliation Process training	Lead	Participate
Provide Post Live Support	• Provide assistance to City's users while performing live processes • Work to resolve any outstanding issues	Lead	Participate
Complete Outstanding Training	• Identify and complete any outstanding training on live applications	Lead	Participate
(9.1.2) Policy Review	• Review Policy and Procedure decisions	Participate	Lead
(9.1.3) Reporting	• Train City on 3rd Party Reporting functionality	Lead	Participate
(9.3.1) Authorization to proceed to phase closure	• City authorizes post-live process and proceeds to phase closure	Participate	Lead

D.1.5.3.4 Phase Closure (10.0)

		Roles & Responsibilities	
Task		**TYLER**	**CITY**
(10.1) Transition to Support	• Conference call to introduce Transition Project Manager and Support	Lead	Participate
(10.2) Document Lessons Learned	• City and Tyler discuss Lessons Learned for future phases, if applicable	Share	Share
10.3.1) Final Acceptance	• City accepts Phase Closure	None	Own

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D.1.6 Munis Modifications

D.1.6.1 Definition of a Program Modification

Program customizations typically involve changes or additions in program functionality in order to affect some new, desired result within the Munis or EnerGov programs.

D.1.6.2 Definition of an Interface Modification

Custom interfaces typically involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Tyler's system and a third party system.

So long as the 3rd party system integrating with Tyler's system can use the existing formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, then programming charges will be incurred at the prevailing contract rates.

Tyler requires an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed.

D.1.6.3 Specification Development

Tyler provides development representatives to ensure an accurate and timely delivery of the desired functional changes. Tyler development representatives will be assigned to manage and monitor activities such as discovery calls, definition documents and delivery milestones. The development representatives work closely with the implementation team, as well as the City, to reach the goal of a successful modification/interface delivery.

D.1.6.4 Program Modification or Custom Interface Specification Document

The Program Customization or Custom Interface Summary Document contains descriptions and details of the desired Customizations. This document identifies exactly what the City requested Customization needs to accomplish and is completed as a result of the Development Representative reviewing contract documentation, completing discovery calls, onsite analysis visits (if necessary), subsequent analysis. A copy of the Customization summary document is sent to City project manager for review and signature. The standard signoff period is ten (10) business days.

D.1.6.5 Modification Signoff Document

This document completes the process, indicating the City has received the program Customization and it functions as defined in previous documents.

D.1.6.6 Incorporation of Modifications/Interfaces into a General Release

D.1.6.6.1 Approval Process for Incorporation

Customizations and interfaces provided by Tyler Development staff become part of the general release of the system. Contract Customizations and interfaces as well as post-contract programming changes follow a formal Customization/Change Process. A Product Manager and the Vice-President of Development

evaluate each post-contract request for development quote. A written response is submitted to the City evaluating the feasibility of the request, whether a solution is covered at no charge or involves a fee, an estimated time frame for completion and the applicable General Release version. We attempt to provide a programming solution that has the ability to be used with parameters and settings to allow for subsequent use and broad appeal.

D.1.6.6.2 Impact of Modification/Interface Delivery on Implementation

As code changes will be delivered approximately six (6) months after applicable project phase inception there are certain logistics that must be factored into the project plan to accommodate this process. If customizations require upgrading to a new release, plans must be made to introduce the new release into a test environment and conducting thorough cross-module testing, especially for modules already in live production. The City owns this testing and all of these activities must be carefully coordinated with other ongoing phases of implementation.

D.1.6.6.3 Installation

At the time of software installation, the most current product available will be installed, but will not contain the customizations ordered by the City. Customizations will be developed as part of the implementation as defined in this Statement of Work.

D.1.6.6.4 Project Release Schedule

Munis customizations are delivered through Tyler Munis Internet Update utility to be loaded against releases in accordance with Tyler's published release life cycle policy. This is done in order to predict and schedule release upgrades during the planned implementation phases and to provide the assurance of continually operating on a fully supported release for live modules. As such, the following upgrade schedule will need to be followed to ensure timely delivery of agreed to go-live customizations:

Munis Release	Target Test System Deployment	Target Live System Deployment
Munis Version 11.1	Upon installation	Upon installation

D.1.6.7 Scope of Customizations and Interfaces

The following customizations have been identified as required for go-live:

- There are no customizations or interfaces in the scope of this project

D.1.6.8 Interface Scope

The following interfaces have been identified as required for go-live:

There are no customizations or interfaces in the scope of this project; use of standard interfaces requires an active support agreement with the third party system and for the City to be on a current version actively supported by the manufacturer/developer of the product installed.

D.1.6.9 Customizations & Interfaces Roles & Responsibilities

D.1.6.9.1 Customizations

		Responsibility	
Task	**Description**	**TYLER**	**CITY**
Discovery of customization requirements	Through analysis, functional requirements will be defined	Lead	Participate
Requirement Validation	The City, Tyler Consultants and Tyler Development Representatives verify Customization is necessary through exploration of existing options	Lead	Participate
Create Customization Summary	Tyler Development Representative will work with the City to write a basic summary outline of customization functionality	Lead	Participate
Create Detailed Customization Specification Document	Tyler Development Representative review Customization Summary and create City Specification document that describes how and where the program changes will occur in order to accomplish functional requirements	Own	None
Specification Sign-Off, Authorization to Proceed	Tyler will deliver a written specification to City, outlining functional changes, cost, timeline and version requirements. This document must be signed prior to any work being performed by Tyler	None	Own
Development of Customization	Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps	Own	None
Customization QA	Tyler's QA team will test customization within applicable, impacted modules	Own	None
Customization Delivery and Demonstration	Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification	Lead	Participate
Test Customization	City will validate performance of customization through repeated unit testing as well as process testing throughout implementation	Participate	Lead
Customization Acceptance	Tyler will deliver a written Acceptance Sign-Off for the customization. Acceptance is expected within 30 days of delivery unless City notifies Tyler in writing of non-compliance with specification	None	Own

D.1.6.9.2 Interfaces

Task	**Description**	**Responsibility**	
		Tyler	City
Provide Data Map	Data map of the 3rd party system will be provided by the City, along with instructions or crosswalks that need to be developed	Participate	Lead
Design Data Mapping	Data will be mapped between the systems to which Tyler needs to interface and the Tyler interface format	Lead	Participate

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Develop Custom Specification	A document is created describing the interface purpose, type, direction and system impacts (if any)	Own	Participate
Develop Custom Programs	Programs will be developed to import/export Tyler data in format required	Own	None
Modification Procedure Document	A document is created describing the interface and how to utilize it	Lead	Participate
Import/Export data from/to the Tyler data tables into/out of the Tyler applications	Tyler trains applicable City users to import/export data from the Tyler data tables into/out of the Tyler applications	Share	Share
Create schedule for executing imports/export	A schedule is defined to execute the imports/exports	Participate	Lead

D.1.7 Reports Writing Services

D.1.7.1 Tyler Reporting Services (TRS) SSRS Report Development for Munis

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

Training will be conducted during the first phase of the implementation, or within 60 days of go-live, whichever is deemed a better fit by the City. Tyler uses a "train the trainer" approach, which will provide certain individuals within the City with the tools necessary to train additional users on the subject matter as they see fit.

Tyler Reporting Services utilizes an SQL report writing tool called Business Intelligence Development Studio (BIDS) to extract data from the MUNIS system and create custom reports. Once trained, the City will have the ability to create their own custom reports and modify any report from the TRS Report Library. TRS training does not include the authoring of custom reports for the City by Tyler.

D.1.7.2 SSRS Report Development Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Determine all reporting needs for all modules	None	Own
Prioritize reports by required date (must have upon go-live, quarterly reports, annual reports, sporadic/seldom used reports)	Participate	Lead
Analyze canned reports in MUNIS system for matching data to required reports	Participate	Lead
Determine fit / gaps of canned MUNIS reports to reporting requirement requests	Participate	Lead
Identify custom reporting needs	Participate	Lead
Train users on reporting tools	Lead	Participate
Develop custom reports	None	Own

D.1.7.3 Crystal Reports - EnerGov

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

D.1.7.4 Crystal Reports Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Determine all reporting needs for all modules	None	Own
Prioritize reports by required date (must have upon go-live, quarterly reports, annual reports, sporadic/seldom used reports)	Participate	Lead
Identify custom reporting needs	Participate	Lead
Train users on reporting tools	Lead	Participate
Develop custom reports	None	Own

D.1.8 Data Conversion

D.1.8.1 Data Conversion Scope

Tyler delivers all conversions at a flat rate. Conversions are billed as the work is completed upon completion of agreed to milestones defined in the agreement, therefore, the City will only be charged for those data conversions that are executed in the implementation of the software.

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

Conversion ID	Description
AC Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
AC Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the MUNIS GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
AC Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
AP Opt 1 - Checks	Check History
AP Opt 2 - Invoice	Invoice History
AP Standard Master	Vendor Master
EnerGov Permits & Inspections - Option 1 -	Permits, Permit Applications, and Building detail.

Applications	
EnerGov Permits & Inspections - Option 2 – Violations	Complaints and Violations
EnerGov Permits & Inspections - Option 3 - Inspections	Inspections
EnerGov Permits & Inspections - Standard	Property Use/Master, owner, parcel and location information
EnerGov Professional Licensing Opt 1 - Bills	Invoice amounts, payments and adjustments for associated license details.
EnerGov Professional Licensing Standard Master	Owner information, parcel number, address, license information.
FA Standard Master	Fixed Assets Master
GB Standard CID	Customer File
Project & Grants Opt 1	Project ledger – actual account summary balances for up to 3 years
Project & Grants Opt 2	Project Ledger – budgeted account balances for up to 3 years
Project & Grants Opt Std	Project Ledger Accounts
PO Standard	Open purchase orders with encumbrances
PR Opt 1 - Deductions	Employee Deductions
PR Opt 11 – Education	Employee Education History
PR Opt 2 – Accrual Balances	Employee Accrual Balances
PR Opt 3 - Accumulators	YTD, QTD, MTD Accumulators
PR Opt 4 – Check History	Payroll Check History
PR Opt 5 – Earn/Ded History	Payroll Earnings and Deductions History
PR Opt 7 – PM Action History	Personnel Actions History
PR Opt 8 – Position Control/Hist	Payroll Position Control and History
PR Standard	Payroll Employee Master
Business License Opt 1	Bills
Business License Standard	Master
Utility Billing Opt 1	Services
Utility Billing Opt 2	Assessments
Utility Billing Opt 3	Consumption History
Utility Billing Opt 4	Balance Forward AR
Utility Billing Opt 5	Service Orders
Utility Billing Opt 6	Backflow
Utility Billing Standard	Standard

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D.1.8.2 Data Conversion Roles & Responsibilities

Task	Description	TYLER	CITY
Data Mapping	Through analysis, fields in legacy systems and Tyler's modules will be outlined for conversion. Tyler staff will use best efforts to direct the City on the legacy source files and desired fields for conversion mapping	Share	Share
Run Validation Reports	The City is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation	None	Own
Extract data	The City is responsible for extracting the data from a legacy system into the accepted layouts	None	Own
Develop conversion programs based on City data mapping and file submission layout.	Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions or additional charges may apply	Own	None
Load Data Conversion Passes	Load all conversion passes as directed by Tyler PM	Lead	Participate
Review Error Reports	Tyler will produce an error report outlining errors that result from running City's data through the conversion program. The City is responsible for reviewing the report and investigating solutions	Participate	Lead

D.1.8.3 Data Conversion Assumptions

Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate

D.1.9 Workflow

D.1.9.1 Workflow Scope

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with Customer resources to help identify, configure, and train on the applicable workflow processes.

D.1.9.2 Workflow Roles & Responsibilities

Task	Tyler Responsibility	City Responsibility
Analyze workflow needs and determine use within each module	Lead	Participate
Recommend areas that should implement workflow business rules to enforce internal controls, segregation of duties and provide additional audit trails for transactions	Lead	Participate
Develop workflow process for all applications based upon to-be decisions	Participate	Lead
Review the workflow in each office and identify the disparities	Participate	Lead
Outline the current workflow and contrast new procedures	Participate	Lead
Implement new workflow procedures at ERP System implementation	Participate	Lead

D.1.10 Testing

Testing occurs throughout the project, typically in repeated patterns that align closely with other major project activities. This is a shared responsibility between the City and Tyler and will be coordinated, conducted and monitored by both parties.

D.1.10.1 Static Environment Testing (SET)

This is performed once the City has made preliminary Best Practice decisions. The purpose of the test is to provide an early opportunity to the City for validation of business process decisions in the actual application, without the complication of converted data. This pristine testing environment allows decision-makers to focus on process flow without the potential impact of converted data. A key part of the test is to conduct a “five-day” transaction test, during which all activities that take place in a standard week are duplicated and tested. This testing is a key milestone that dictates whether Core User Documents can be written and data population can begin.

D.1.10.2 Conversion Validation & Testing

This is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The

purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Acceptance of conversion programming must be completed long before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.

D.1.10.3 Modification Testing

This is performed in an isolated environment once modifications are delivered. The modification is unit tested first to ensure compliance with specifications and to validate the performance of the coding. Once unit testing is completed successfully, the modification is tested for integration performance as part of an overall process, paying special attention to any impact on touch points throughout the product. After successful integration testing, modifications are exposed to setup data and converted data by replicating the fully populated databases in the test environment. After successful testing, authorization is requested to load the modification into the production environment. Testing continues throughout the balance of the project to ensure the integrity of the modification. This testing is part of pre-live assessment.

D.1.10.4 Forms Testing

This is first performed in a test environment at Tyler, prior to delivery of forms to the City, using sample data extracted during the Static Environment Test. Once Form design has been accepted and forms are loaded on the City's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of training (Core and End User) so that both the content and process are validated repeatedly. Submission of forms to banks must be completed and acceptance received a minimum of thirty days before live processing. This testing is part of pre-live assessment.

D.1.10.5 System Integration Testing

Beginning with the testing that occurs during the Static Environment Test and continuing with Customizations testing, process training (Project Team/Functional Lead, Core User and End User), parallel or trial run processing and Stress Testing, special attention is paid to the integration integrity of the system. Whether between Tyler applications and the General Ledger, or 3rd party import/exports and interfaces, all aspects of functional integrity is tested repeatedly throughout the implementation. This testing is part of pre-live assessment.

D.1.10.6 User Acceptance Testing (UAT)

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that UAT is all performed post end-user training, Tyler supports incremental UAT through trial run processing in Financials and parallel processing in Utility Billing. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the UA testing will expand to include End Users.

D.1.10.7 Stress Testing

Stress Testing is completed in the pre-live timeframe and involves a large subset of City users. The City will coordinate this activity and the scheduling of the execution, monitoring and evaluation of the tests.

D.1.10.8 Testing Roles & Responsibilities

Testing Roles & Responsibilities		Responsibility	
Task	**Description**	**Tyler**	**City**
Perform Verification Test	Tyler performs scripted test to validate baseline software performance	Lead	Participate
Acceptance of Verification Test	City acceptance of baseline test	None	Own
Establish To-Be Test Plan	Compile information gathered during analysis and prepare settings for To-Be Test (Static Environment Test)	Own	None
Perform To-Be Test (Static Environment Test)	Conduct demonstration of To-Be decisions with hand-keyed data	Lead	Participate
Authorization to Proceed	City acceptance of To-Be Test and authorization to proceed with training and data population	None	Own
Test Forms	Perform test of Tyler Forms through process testing and training	Share	Share
Secure Bank Acceptance	Submit forms to bank for approval	None	Own
Perform Stress Test	Complete Stress Test	Participate	Lead
Perform User Acceptance Test	Complete User Acceptance Test	Participate	Lead
Parallel & Trial Run Testing	Replicate live processing and use tools for identifying and resolving discrepancies	Lead	Participate

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Section E: Training

With the implementation of the new ERP system, training planning, development and delivery is critical to the overall success of the implementation to enable ease of use and user acceptance of the new processes and systems. The following training strategy will be used for the project.

E.1.1 Tyler Education Plan

An Education Plan lays out the process of transferring knowledge between Tyler and the City. Tyler refers to its plan as an Education Plan as opposed to a Training Plan for several reasons. First, the process of transferring knowledge is vital to the analysis phase of the project. During analysis Tyler: reviews the "AS IS" environment, provides Tyler demonstrations, reviews questionnaires and flow charts, and ultimately arrives at a "TO BE" model. The TO BE model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is a piece of the overall education needed to be a proficient MUNIS and EnerGov user.

E.1.1.1 Purpose

The purpose of the Education Plan is to:

- Communicate the process to the City's project team and MUNIS and EnerGov functional leaders
- Answer specific questions related to delivery of training to the City's users
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the Education Plan has been successfully followed

E.1.1.2 Process

It is imperative that an Education Plan be put into practice as part of the Tyler Project. The plan should include all of the processes required to ensure that the goals for the project are fully satisfied. The overall plan will include the following:

E.1.1.3 Demonstration, Analysis, and Knowledge Transfer

Tyler employees will perform the following tasks:

- As Is / To Be review
- Product overview demonstration
- In depth analysis of module options
- Flow chart review
- Questionnaire review

This phase will involve the functional leaders and the City's project leaders. The goal of this phase is to transfer high level knowledge between parties. The output will be policies and procedures related to the use of MUNIS and EnerGov. The policies and procedures will determine the training agenda to be delivered to the end users. For example, if commodity codes are not going to be utilized within MUNIS Purchasing, then the training outlines for Purchasing should remove the discussion of commodity codes.

E.1.1.4 Prerequisites

Tyler has three tools that are required prerequisites prior to user training:

- Training Database - All users must have access to the MUNIS and EnerGov training environments. The users must have logins established and know how to access the training environment
- Navigational Videos - Tyler will provide MUNIS and EnerGov navigational videos to the City. The videos are accessible in Tyler's Knowledge Base. The videos demonstrate basic functions including: menu navigation, table/screen navigation, add/update/output, search, browse data records and the toolbars
  How To Manuals - In addition to on-line help, Tyler will provide How-To manuals depicting baseline MUNIS functionality and the steps required to process records.

Users who utilize the prerequisites learn Tyler's products at a faster pace and retain more classroom discussion than their peers whose first exposure to the products is their first training day.

E.1.1.5 To-Be Demonstration

This process allows the Functional Leaders to see a working MUNIS and EnerGov system with City data. Tyler will process data according to the defined policies and procedures. The intended education is an overall understanding of the integration of the applications, a review and understanding of security options, and workflow touch points.

E.1.1.6 Application Training

In this phase Tyler is conducting classroom training. Classroom training will be conducted for the individuals listed on the mutually developed training matrix. The City may video and audio record the training for use in City training efforts for other users or to train in the future so long as the respective Tyler Consultant is comfortable performing the session and it does not interfere with the session productivity. Tyler staff will not be responsible for operating the recording equipment. Pre-Live Training These repeated classes provide end users the opportunity to review product functionality in a classroom environment.

E.1.1.7 Post Live Reconciliation Training

The process of reconciling data is reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the tables and how to reconcile daily, weekly, and monthly functions.

E.1.1.8 Post Live Output and Inquiry Training

The output and inquire routines are reviewed during pre-live training. However, hands on training with live data provides a better overall understanding of the options related to extracting needed information.

E.1.1.9 Logistics

Tyler and the City will work together to define education logistics. The following points should be used as a starting point for defining logistics. The final logistics table will become part of the Education Plan.

E.1.1.10 Software/Hardware

- How many databases will be utilized?
- Will we establish a Financials Training environment separate from Payroll?
- Who will refresh the training database?
- Will a second server be utilized?

E.1.1.11 Facilities

- How many training rooms will be utilized?
- Where are the training rooms?
- How many workstations will be in each training room?
- How many printers will be in each training room?
- Other training room requirements (white board, phone, etc.)
- Who will schedule the training room?

E.1.1.12 Staff

- How many students per teacher?
- How many students per workstation?
- What are the hours of training?
- Who will be trained on each application/module?
- Who will take attendance?
- Will management be present for each session?
- Who will train the end-users (Tyler versus Functional Leaders)?

E.1.1.13 Schedule

- Who will determine the exact days for training?
- Who will notify staff members?
- How far in advance will the training schedule be built?

E.1.1.14 Quality Control

- How will the City determine if attendees have learned required training outcomes?
- How will follow up training be administered?

E.1.2 Knowledge Base

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Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Group Training, Internet Training and On-site Training are all options available for updating customers.

E.1.3 Project Team Training

The project team begins knowledge transfer at the on-set of the project, during analysis. It is through this process and subsequent hands-on set up and process training that the Functional Leaders and Subject Matter Experts build an understanding of the inner workings of the system and how parameters and tables affect the overall processing. These users should attend all applicable analysis and implementation/training sessions. To ensure that the City's project team members have adequate knowledge of the Tyler system prior to going through as-is and to-be processes, Tyler will conduct classroom training/product overview sessions to show product features for each module/functional area.

E.1.4 Technical Training Approach

Technical training begins at the time of software installation. The Installation Engineer will teach the Technical staff how the software is configured as well as basic system maintenance such as back-ups, loading releases and refreshing training and test databases. System Administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc., from within the application software. The City System Administrator should attend these sessions, as scheduled. In addition, the Functional Leaders should attend to have a thorough understanding of the permissions and options available. It is a City decision as to who will perform the System Administration tasks. It may be a combination of Functional Leaders and IT staff.

E.1.5 Training Plan for Users

The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, City trainees, training room, etc.).

- The City Project Manager/Team will review the proposed schedule and approve it.
- The Tyler Project Manager or Implementation Consultant will provide training agendas prior to each session. The agenda will be placed on the SharePoint site and may be printed by the City, as needed.

- Training documents used during the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. The City will be responsible for printing the necessary documents for the users, as needed.

- The City Project Team members should attend all training that may have relevance to his or her functional area. For example, a Purchasing Agent may be the Functional Lead and is not directly responsible for entering Purchase Orders. However, he/she should attend PO entry training so he/she thoroughly understands all of the capabilities of the software. It is also important to have a manager or Functional Leader in every session in order to answer policy related questions and make decisions related to the set up or processing of the Munis® and EnerGov systems.

- Central Department Users are responsible for attending each relevant class. Each class is scheduled to be conducted one time. Rescheduling a class due to absences or interruption may cause overages in the training budget and may affect the overall training schedule.

E.1.6 End User Training

Tyler's will train all Central Department users and will train City trainers to perform ongoing training of Decentralized End Users. If the City would like Tyler to complete the training for additional decentralized end users, rather than utilizing City trainers, the Project Managers will work together to identify appropriate training days that were included in the contract for this training using the contract change process. The City will be responsible for notifying the users of the training schedule and coordinating the training facilities for hands-on end user training.

E.1.7 Training Materials and Documentation Development

E.1.7.1 Training Materials

The baseline documents provided by Tyler Consultants will be utilized as the primary training material for the Project Team and Subject Matter Experts. These documents provide guidance as Subject Matter Experts practice the processes they have learned and perform testing throughout the project. The City will be responsible for customizing documentation with the desired local policies and procedures.

E.1.7.2 Modification Documentation

As part of the delivery of modifications (program modifications and interfaces) Tyler will deliver an outline defining the set up requirements, processing steps and other details related to successful use of modifications.

E.1.7.3 Conversion Documentation

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

E.1.8 Training Roles and Responsibilities

Training Roles & Responsibilities	Responsibility	
	Tyler	City
Project team training delivery	Lead	Participate
Technical team training gap identification	Lead	Participate
Development of end-user training strategy document	Lead	Participate
Computer-based training delivery	Lead	Participate
Train-the-Trainer course development	Lead	Participate
Identify users for Train-the-Trainer classes	Participate	Lead
Schedule users for Train-the-Trainer classes	None	Own
Train-the-Trainer delivery	Lead	Participate
End-user training material development	Participate	Lead
Train-the-Trainer End-user training delivery (process training, navigation, application)	Participate	Lead

Training Roles & Responsibilities	Responsibility	
	Tyler	City
Logistics and training administration	Participate	Lead

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Section F: Change Management (Standard)

F.1.1 Overview of Standard Change Management Effort

Included in the Project Management Plan, is the Change Management Plan. This plan provides a basis for organizational change management (CM) for use throughout the implementation. It includes a CM Overview, Diagnostic Tools, a CM Communication Plan, and CM Resistance Tools. During project planning, the Change Management plan template will be thoroughly reviewed with the City Project Team and the plan for managing change will be incorporated into the overall Project Management Plan.

F.1.2 Scope of Change Management Effort

Included in the implementation is the plan template, Project Management planning session, and the tools for City use, described above. Change Management Coaching throughout the project is the responsibility of the City Project Team and Management. Additional Change Management Consulting services are available from Tyler at an additional cost.

F.1.3 Roles and Responsibilities

No specific project roles are assigned to the standard Change Management offering. However, the City Project Team and Managers should become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Note: Tyler offers an optional Change Management services in which our certified Change Management Coach(es) will work with the City throughout the project to prepare for, monitor and review organizational change.

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Section G: Post Go-Live Implementation Support

G.1.1 Overview of Post Go-Live Support

Tyler and the City will be responsible to work together on a Post Go-Live support plan in order to complete the conversion to Tyler's system MUNIS and the included third party products. Typically this is onsite functional and technical assistance in the following areas, per phase:

- Problem analysis and resolution
- Guidance and mentoring to City staff who provide application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

G.1.2 Duration of Post Go-Live Support

Within the proposed go-live milestone and through coordination with the City for the post-live plan, Tyler will provide post-go live support after go-live for each phase identified in Section A.1 of this statement of work. Tyler, within the proposed go-live milestone, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period.

Such events include:

- Fiscal Year End Activities
- End of Year Payroll and 1099 Activities
- Benefits Open Enrollment
- Budget Development

Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional implementation days.

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Section H: Project Assumptions

H.1.1 Estimated Days

The following outlines major assumptions regarding the Contract and the commitment to Live Dates on time and within budget:

- Tyler and the City will be responsible for providing required commitments identified in this statement of work. Failure to provide appropriate support to the listed activities and tasks described in this statement of work may result in change orders
- The City will schedule all applicable users to attend scheduled analysis, implementation and training sessions
- Session topics are scheduled in advance. One session per topic will be covered within the scope of the project. If the City chooses to have additional sessions repeated, these would be out of scope and require a change order for additional implementation days. This does not include scheduled topics that are repeated for different levels of users. For instance, Accounts Payable Functional Leaders and Core Users will both have AP sessions; however, the level of analysis and hands-on training differs for each group and are considered separate, scheduled sessions
- On-site assistance will be determined and agreed to during project planning. Additional assistance requests beyond the agreed to scope will be considered out of scope and will require a change order for additional implementation days. Tyler will provide post go-live training for reporting, month-end processing, etc., as defined and mutually agreed to in the project schedule that will be delivered by the Tyler Project Manager.
- It will be the City's responsibility to train decentralized users. Tyler will train Functional Leaders, End (core) users and will conduct a Train-the-Trainer session in order to prepare the trainers to train their decentralized users. The City is responsible for scheduling the decentralized training, developing customized user documentation (Tyler will provide standard documents that may be modified), conducting the training, and assessing user understanding and acceptance.
- All project tasks will be assigned owners and due dates which correspond to the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and Go-Live Dates
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions

H.1.2 Project Planning and Kickoff

The following outlines major assumptions and activities surrounding the Project Initiation and Kickoff phase of the Project:

- The City shall assign and authorize a Project Manager prior to the start of this phase.
- The City Project Manager, along with the Tyler Project Manager, shall participate in the review and final revision of the Project management and planning documents, which include this Implementation Project Scope Agreement, the Project Risk Register, and the Communications Plan.
- The Tyler Project Manager and City Project Manager will develop the Project Plan. Tyler will be responsible for providing the initial project plan and will maintain and update the project plan throughout all phases of the project. The City's project team will approve the initial and all subsequent updates of the project plan at the regularly scheduled project meetings. The City will

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be involved in reviewing and providing necessary feedback and inputs as requested by the Tyler project manager

- The City project team will participate with the Tyler Project Manager in the Project Kickoff meeting to discuss the project approach and expectations.
- The Project Planning Services line item in the contract covers the development of the Project Management Plan at the onset of the project. Standard Project Management throughout the project is not billable.

H.1.3 Facility Requirements

The following outlines major assumptions surrounding the Facility used for the Project:

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

H.1.4 Homework (Post-consulting day project tasks & follow-up)

The following outlines major assumptions and activities surrounding the implementation of the Tyler solution:

- Tyler will inform the City the trainee prerequisites that must be completed prior to conducting the session. All prerequisites will be listed on the project plan as task dependencies.
- Tyler will validate the City project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. All tasks will be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project SharePoint site along with due date and owner
- Typical homework items are as follows:
    - Practice on processes learned
    - Review any delivered documents prior to attending scheduled training session
- Should the City not be able to complete communicated prerequisites or tasks, then to the City project manager is bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

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Section I: Appendix

I.1.1 Listing of Deliverables

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft word, excel) to allow for updates and revisions. Deliverables will be provided to the City free of grammar/spelling/formatting errors.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
DED01	Project Kick-off	Formal presentation to key City staff members on the major project activities, expectations and high-level timeline.	Tyler project manager PowerPoint presentation to City project staff and key City staff members.	All project team members and key stakeholders will participate in the project kick-off.
DED02	Implementation Management Plans	Customized baseline management plans to reflect City project approach.	Change Management Plan, Resource Plan, Education Plan, Communication Plan, Risk Plan.	All project team members will participate in the development of these plans.
DED04	Project Plan/Schedule	SharePoint site providing tasks and timelines for deliverables throughout the project as well as dependencies.	Task list with owners and due dates, project on-site and training schedule, meeting schedule. All will be posted in tasks and viewable in list and/or calendar view by all team members on the project SharePoint site.	All project team members will have access to schedule and update as defined in the communication management plan.
DED05	COA Analysis and Spreadsheet	Provide analysis and spreadsheet as structured outline for building the new Chart of Accounts.	Examination of the impact of the COA on each module purchased. Emphasis will be placed on the City's business requirements in creating a new chart of accounts that will meet the budgeting, reporting and inquiry needs of the City.	Participants will have in-depth knowledge of internal and external financial reporting at all levels, i.e., within Local, State and/or Federal. In conjunction with the COA analysis Tyler resources will advise City staff regarding the strengths, advantages, and

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
				challenges with the proposed COA structure.
DED06	Data Conversions Analysis & Crosswalks	Review conversion schemas and data formats for all purchased conversions and provide an explanation of specific data fields within the modules necessary to map City's data fields to appropriate data fields.	Conversions listed in the Investment Summary.	The City will provide static files in an acceptable format, with file definitions. Changes to file layouts must be agreed upon in advance. The City will be responsible for extracting data from their legacy system, assisting in the mapping their legacy data to Munis and EnerGov fields, and providing data according to conversion guidelines. The City will generate the required reports to be used in validating the data at the time of extraction.
DED07	Data Conversion Files	Custom coded programs to convert data provided by the City into a format that can automatically be loaded into Tyler's system according to the mapping instructions provided by the City.	Conversions listed in the Investment Summary.	Tyler Conversion will return the converted data with instructions for loading and provide error/exception reports for each conversion. The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
				programmer regarding issues with the converted data.
DED08	Data Conversion Control & Error Reports	Reports providing details on number of records converted, summary balance information where applicable, duplicate record merge, and data conformity (i.e. phone number masking, zip codes, address parsing, etc.).	Conversions listed in the Investment Summary.	The City will thoroughly review the converted data, the error/exception report and provide necessary instructions to conversion programmers regarding issues with the converted data.
DED09	Static Environment Test Plan	Provide an early opportunity to the City for testing and validating the business process decisions in the actual application.	Implementation will assist the City in the step by step testing of the functionality of Munis and EnerGov using processes and system parameter set up chosen by the City as the Business Process Design. This test will enable the City to see the way the system functions using their own data. Focus will be on helping the City understand the impact of the approved recommendations will have on the way the system functions. For any failed test, impacted SET	Tyler's consultants will address any concerns and /or note any areas of functionality that the City determines as not functioning as desired to make recommended changes to the Final Business Process Design. Data files will be created during this process for submission to Tyler Forms that will be used for testing during the forms design and development efforts.

Deliverable Number	Deliverable Name	Description/Objective	Scope	Assumptions
			scripts would be re-performed.	
DED10	Tyler Forms Kits	Completion of the forms kits will provide pertinent information of clients customized forms requirements and their output requirements.	For Tyler Forms Libraries listed in the Investment Summary.	Kits will need to be submitted to Tyler Forms with original signatures for digitization. Data files to be used for testing during form development must accompany submission of kits. Development work will not commence until both kits and data files are received.
DED11	Tyler Forms Proofs	Provide form design proofs based on mock up form provided by client.	For Tyler Forms Libraries listed in the Investment Summary.	Proofs should be thoroughly reviewed by as many users of the form providing ample opportunity to catch any errors in the proof. During the development and proofing process, information requested by Tyler Forms will be provided in a timely manner.
DED12	Tyler Forms Library Forms	Provide final localized forms for output.	For Tyler Forms Libraries listed in the Investment Summary.	All testing and changing to proofs has been completed. Formal acceptance and sign off of forms required prior to loading forms to Live.
DED13	Pre-live Checklist	Identify all tasks that will need to be completed for Go-live.	Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	City staff will participate in the creation and review of the checklist.

I.1.2 Customizations and Interfaces

There are no customizations in the current scope.

I.1.3 Hardware and PC Requirements

See below for server, network, end-user and Tyler Forms printer requirements.

SERVER REQUIREMENTS

OVERVIEW

The following section includes various options for the server infrastructure required for use with the Tyler Munis ERP and EnerGov application suites. The primary metric in sizing server specifications is the number of estimated concurrent users of each system.

Tyler supports several server environment deployment types including high availability configurations, virtualized environments and dedicated testing environments; the following requirements are for a standard production deployment. Train and Test environments are also installed on production hardware, unless otherwise specified by the client.

Hard disk space specifications include a combination of internal hard drives and SAN storage device for many servers. Storage requirements are included for each server for capacity planning purposes. A fiber controller is strongly recommended for dedicated database servers and virtualized environments connecting to the SAN device for performance and redundancy reasons; iSCSI is sufficient for all other servers. For larger SQL installations, configuring the TEMPDB files on dedicated solid state drives can significantly improve SQL performance.

Operating system, database and application software is included for reference only. Typically it is the responsibility of our clients to properly license Microsoft software as these products are often governed by an Enterprise agreement in conjunction with other infrastructure.

HIGH AVAILABILITY

Tyler supports a variety of high availability (HA) server configurations. Tyler's recommended configuration is a virtualized environment used in conjunction with replication products such as VMware Site Recovery Manager or Veeam Backup and Replication. For "large environments" requiring dedicated SQL Server environments, SQL Server AlwaysOn Availability Groups is recommended (note, AlwaysOn requires SQL Server 2012 Enterprise Edition). A hardware-based network load balance appliance is strongly recommended for multiple application servers. Clients should contact Tyler Installation Services when considering these advanced configurations.

Tyler will work with every client to help determine the best configuration to meet their infrastructure needs, however it is typically the responsibility of the client (or their hardware vendor) to configure advanced HA environments.

VIRTUALIZATION

Tyler Technologies supports VMware vSphere and Microsoft Hyper-V for virtualizing Windows servers. It is a requirement that a Storage Area Network (SAN) must be used when configuring a virtualized solution and the system should be configured such that virtualized guests are given dedicated memory.

Most virtualized installations will require customized hardware configurations. Please contact your sales representative to be directed to the appropriate Tyler technical resource that will be able to assist in hardware selection.

Tyler Technologies currently does not offer any training or installation services for the VMware or Microsoft Hyper-V virtualization products.

ENVIRONMENT FOR UP TO 100 USERS

The following outlines server infrastructure required for a Tyler Munis ERP and EnerGov implementation sized up to 100 concurrent Munis ERP users and up to 25 concurrent EnerGov users.

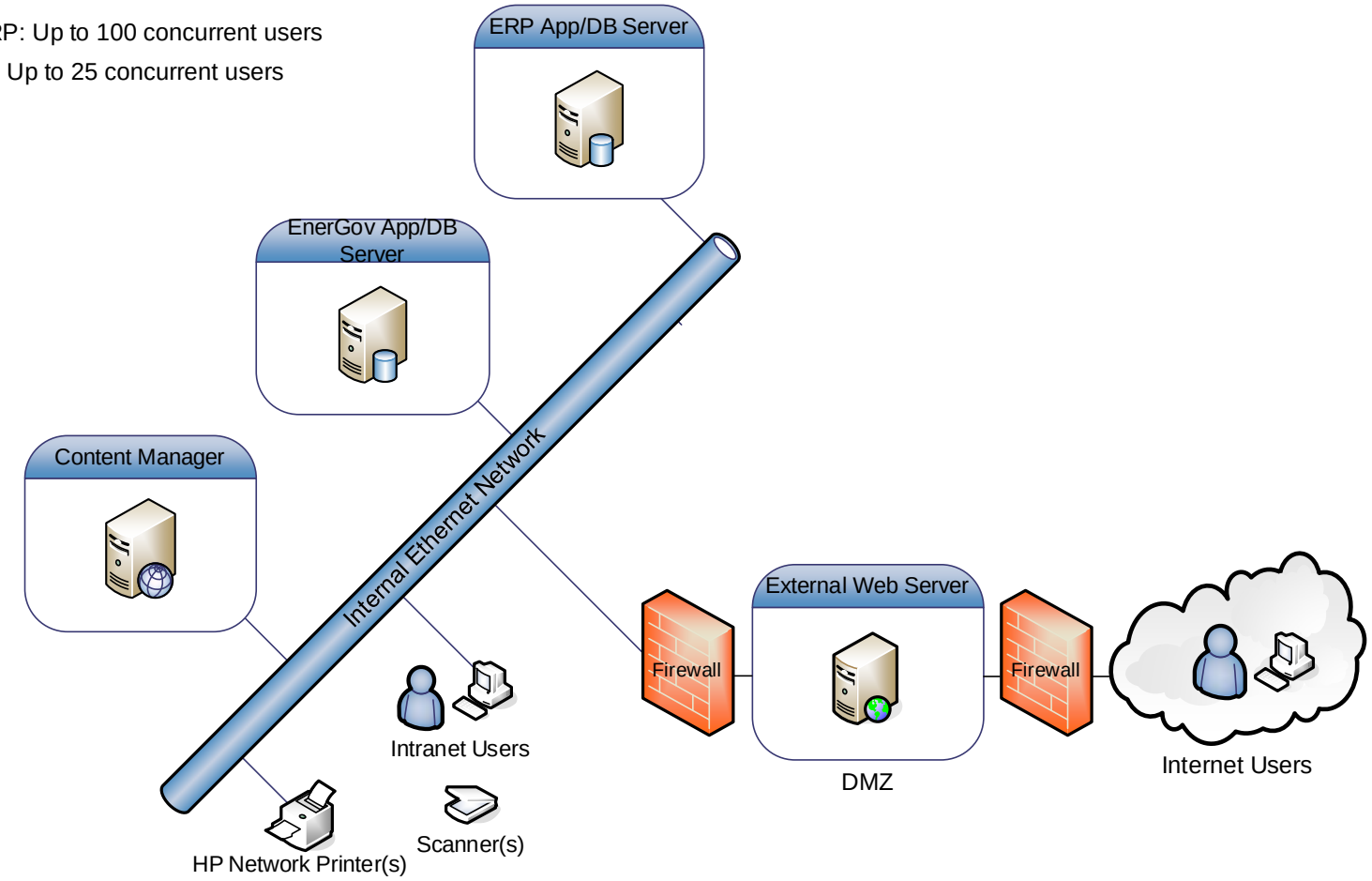
Function	Qty.	CPU (P)	CPU (V)	Memory	Storage	Software
Munis App & Munis/EnerGov Databases	1	(2) Intel quad core 2.0Ghz+	4 Virtual CPUs	32GB	1TB to 1.5TB	Windows Server 2012 Standard SQL Server 2012 Standard
EnerGov Application	1	(1) Intel quad core 2.0Ghz +	4 Virtual CPUs	8GB to 16GB	75GB	Windows Server 2012 Standard
Content Management	1	(1) Intel quad core 2.0Ghz+	2 Virtual CPUs	18GB	75GB	Windows Server 2012 Standard
External Web	1	(1) Intel quad core 2.0Ghz+	2 Virtual CPUs	12GB	75GB	Windows Server 2012 Standard

- **CPU (P)**: CPU configuration for physical configuration only.
- **CPU (V)**: Minimum virtual CPU allocation for virtual configuration only. Tyler recommends VMware vSphere for server virtualization.

Tyler Technologies – Munis ERP & EnerGov
Small Production Hardware Environment
Infrastructure Layout Diagram

Tyler Munis ERP: Up to 100 concurrent users

Tyler EnerGov: Up to 25 concurrent users



NETWORK REQUIREMENTS

OVERVIEW

Tyler applications communicate over TCP/IP and a network infrastructure of 10/100 Mbps between workstation and server and gigabit (1000 Mbps) connections between servers is highly recommended.

All external web servers should reside in a Firewall DMZ. In addition a 128-bit SSL certificate is recommended for all web and application servers to encrypt all traffic over HTTPS between the server and end users.

BANDWIDTH REQUIREMENTS

Bandwidth usage can vary depending on application user type and their daily functions. Based on benchmarks through Tyler's SaaS data center and Test Lab, Tyler recommends the following bandwidth requirements:

Client to Server:

Minimum: Mobile broadband connection

Recommended: 10/100 Mbps network connection

20-25 Kbps per concurrent user session

Server to Server:

1GBps network connection

Server to Disk Subsystem (i.e. SAN):

Small / Medium server environments: iSCSI

Large server environments: Fiber

Remote access options including Remote Desktop Services (RDS), RemoteApp and Citrix are also supported and recommended for low bandwidth environments.

Tyler highly recommends sites with many anticipated remote users request a bandwidth utilization report for at least 1 month of recent usage from their ISP to ensure they have sufficient bandwidth available to meet these requirements, especially those considering Tyler SaaS Hosting.

ACTIVE DIRECTORY

Microsoft Active Directory is required for authentication with Tyler back office applications. All Tyler servers must be a member of a domain that includes Active Directory user accounts for all back office users. All workstations used to access back office applications must also be a member of the same domain to ensure an optimum end-user experience with Single Sign-On capability. Active Directory configuration and administration is the sole responsibility of the client and must be configured prior to installation of Tyler servers.

Users of Munis Self Service and EnerGov Citizen Portal do not require Active Directory accounts or access from workstations that are members of the domain.

Please consult Tyler's Installation Department to discuss using Tyler applications in advanced Active Directory environments.

END-USER REQUIREMENTS

Microsoft Windows Workstations

	Minimum*	Recommended
Operating System	Windows 7 (32-bit or 64-bit)	Windows 8.1 (64-bit)
Memory	2 GB	4+ GB
Disk Space	50 MB	100 MB
Screen Resolution	1024 x 768	1280 x 800

* Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

Required PC Software / Components:

Microsoft .NET Framework v3.5 SP1

Microsoft .NET Framework v4.0 (required for Tyler Cashiering)

Microsoft Silverlight 5.1

Java Runtime Environment version 7, update 11+ (required for Tyler Content Manager power users only)

Supported Windows Workstation Web Browsers

Munis ERP

- 32-bit Microsoft Internet Explorer 11 (Dashboard v6.0+ only)
- 32-bit Microsoft Internet Explorer 10
- 32-bit Microsoft Internet Explorer 9
- 32-bit Mozilla Firefox (Munis Self Service only)

EnerGov

- 32-bit Microsoft Internet Explorer 10
- 32-bit Microsoft Internet Explorer 9
- 32-bit Mozilla Firefox
- 32-bit Google Chrome

Supported Microsoft Office for Windows

32-bit Microsoft Office 2013

32-bit Microsoft Office 2010

32-bit Microsoft Office 2007 *****

***** Excel export supported only. Office client add-ins are not supported.

Apple Mac Workstations*

	Minimum**	Recommended
Operating System	Mac OS X 10.6 (64-bit)	Mac OS X 10.8+ (64-bit)
Processor	1.8 Ghz Intel	2.5+ Ghz Intel
Memory	2 GB	4+ GB
Disk Space	50 MB	100 MB
Screen Resolution	1024 x 768	1280 x 800

** Meeting the minimum PC requirements will ensure the Tyler applications will operate, but will not guarantee performance. All performance and benchmark testing is done with PC's that meet (or exceed) the 'recommended' hardware configuration.

Required Mac Software / Components:

Microsoft Silverlight 5.1

Supported Mac Workstation Web Browsers

Munis ERP

- 32-bit Apple Safari 6.1+ (with auto-updates enabled) with Microsoft Silverlight 5.1
- 32-bit Mozilla Firefox (Munis Self Service only)

EnerGov

- 32-bit Apple Safari
- 32-bit Mozilla Firefox
- 32-bit Google Chrome

Supported Microsoft Office for Mac

2-bit Microsoft Office for Mac 2011*

* Mac Limitations

Tyler Munis ERP is fully supported on Mac OS X with the following exceptions. This functionality can be obtained using alternative solutions such as RDS to a Windows environment or "Windows on Mac" virtualization (e.g. VMware Fusion).

Microsoft Office for Mac does not support connections to SQL OLAP cubes. Due to this Microsoft limitation, Mac users cannot access Tyler Cubes. In addition to the alternative access methods mentioned previously, Excel Services with Microsoft SharePoint Enterprise Edition can also be used as a work around to this Mac limitation.

The Munis Next Year Budget Entry (NYBE) for Excel is a Microsoft Excel add-on allowing department managers and those responsible for maintaining budgets. Using a web service to the Munis application, this add-on allows users to download, modify and upload budgetary information directly from Microsoft Excel without ever opening a Munis application screen. This add-on is only available for Microsoft Office (2007 and higher) on Windows platforms.

For optimal user experience, Tyler highly recommends all Mac workstations used for back office access (non Self Service) are members of the same Active Directory domain as Tyler servers or configured with Microsoft Forefront. Workstations configured in this manner ensures single sign-on to all back office applications. Refer to Networking Requirements for more information on Active Directory.

TYLERFORMS OUTPUT MANAGEMENT SOLUTION PRINTER REQUIREMENTS

Please note that the Tyler Forms solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

Please see below for a list of Requirements and additional information:

Check Printers – *The following technical specifications must be met for check printing with the TylerForms Output Management Solution*

HP Brand Black/White Laser Jet Networked Printer with Static IP Address
Automatic Duplexing
IEEE 1284-B Compliant Parallel Port or High Speed USB 2.0 Port
HP Jet Direct Fast Ethernet Embedded Print Server
PCL 5e Drivers Installed
Minimum Memory - 64MB
Minimum of 80 Internal TrueType Scalable Fonts (80 HP Font Set)
Minimum of 2 Full Input Trays (Manual Feed Tray not usable)
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed
PLEASE NOTE: We do not support HP printers that have been modified with TROY brand or any other 3rd party MICR security features for check printing.

Approved TylerForms Check Printers

Newer HP Printer Models – *Please note that not all of these will be available from HP directly as they change printer models often; they may be available from HP resellers or other retail sources.*

HPLJ 600 M601dn*	HPLJ 3015dn*	HPLJ 9050dn
HPLJ 600 M602dn*	HPLJ 3015x	
HPLJ 600 M602x	HPLJ 4015x	
HPLJ 600 M603dn	HPLJ 4515x	
HPLJ 600 M603xh	HPLJ 9040dn	

*If using the HPLJ 3015dn, HPLJ M601dn and HPLJ M602dn you must purchase an additional input tray.

Other Form Printers - *The following technical specifications must be met for all other form (not check) printing with the TylerForms Output Management Solution.*

Networked Laser Printer with Static IP Address
PCL 5e Drivers Installed
Minimum Memory - 64MB
Minimum of 2 Full

Input Trays (Manual
Feed Tray not usable)
Minimum of 80
Internal TrueType
Scalable Fonts
Accommodates Letter and Legal Size Paper Stock
Printers must have the latest firmware updates installed

**Please note that for some form designs you may need to have a duplexing unit on the printer.*

Older HP Printer Models – *Please note that older printers must be in excellent working condition. If older printers do not perform consistently you will need to supply another printer that does.*

HPLJ P3005x	HPLJ 4350dtn
HPLJ 451_x	HPLJ 815_dtn
HPLJ 42__dtn	HPLJ 9___dn
HPLJ 425_dtn	

Please note that our solution is designed for and guaranteed to work with approved HP black and white laser jet printers meeting the minimum requirements. For non-check forms we will make every effort to print to other networked printers as long as they meet the technical requirements. While we routinely and successfully print other forms to many brands of laser printers, if we are unable to print to a printer on your site, you will be required to provide an alternate printer.

City of Louisville
COLORADO • SINCE 1878

Award of Bid and Contract Execution
Enterprise Resource Planning (ERP) System

ERP Project Goals:

- Reduce reliance on inefficient and outdated systems, both manual and electronic.
- Increase reliability of financial data.
- Enhance "real-time" reporting.
- Improve service and process delivery.
- Increase ability for budget and revenue forecasting.
- Reduce redundant data entry.
- Enhance customer service.
- Maximize and streamline resources.
- Improve and automate manual process and workflow.
- Maintain regulatory compliance (PCI).
- Reduce paper.
- Enable more "data driven" decision-making throughout the organization

City of Louisville
COLORADO • SINCE 1878

Award of Bid and Contract Execution
Enterprise Resource Planning (ERP) System

Proposed Implementation Timeline:

	2015				2016			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Finance								
HR & Payroll								
Employee Self Service								
Community Development								
Revenue - Utility Billing								

City of Louisville
COLORADO • SINCE 1878

Award of Bid and Contract Execution
Enterprise Resource Planning (ERP) System

Fiscal Impact:

Description	Cost
Software Licensing	$212,682
Implementation	$177,225
Conversion	$68,100
Other Services	$104,125
3rd Party Licensing	$6,340
Annual Maintenance	$12,854
Total	**$581,326**

Annual Support & Maintenance: $58,500

SUBJECT: **DISCUSSION/DIRECTION/ACTION – LOCAL FINANCIAL ASSISTANCE TO SUPPORT BOULDER COUNTY HOUSING AUTHORITY'S (BCHA) AFFORDABLE HOUSING PROJECT AT 245 NORTH 96TH STREET**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **AARON DEJONG, ECONOMIC DEVELOPMENT**

SUMMARY:
The Boulder County Housing Authority (BCHA) is requesting financial assistance from the City for a proposed affordable housing project located at 245 North 96th Street, a 13.4 acre parcel along Highway 42 north of South Boulder Road. The BCHA's request includes Use Tax waivers, Permit Fee waivers, Impact Fee waivers and direct contributions for certain streets that would serve more than the BCHA project. The total request is almost $3.0 million.

BACKGROUND:
On August 21, 2012, the City, BCHA, and the Louisville Housing Authority entered into an Intergovernmental Agreement to transfer LHA's assets and debts to BCHA, dissolve the LHA, and commit to keeping 146 affordable housing units in the community for a 50 year period. BCHA also agreed to create 15 additional affordable housing units in Louisville within 5 years of the execution of the Agreement.

In March 2013, BCHA acquired the 13.4 acre parcel along Highway 42, north of the Christopher Plaza II Subdivision and south of the Takoda Subdivision, with the intent of constructing a significant affordable housing project on the land. BCHA has submitted a voluntary annexation petition to receive zoning allowing an affordable housing project.

BCHA's original plans were to line up funding and designs to accommodate construction in 2017 or 2018. However, there are increased funding opportunities today for affordable housing projects that have accelerated BCHA's plans and they want to begin construction in 2015 or 2016. They intend to apply for significant assistance through state and federal programs, including the Federal Low-Income Housing Tax Credits, Flood related CDBG financial assistance, and other programs to ensure an affordable project without limiting the quality of the end result. Local financial commitments are a critical component of successful applications for affordable housing projects.

Louisville has provided significant assistance to prior affordable housing projects constructed by LHA, now under the management of BCHA. The Lydia Morgan senior affordable housing project on Lincoln Avenue through Resolution No.54 Series 1995, received 100% fee and tax waivers, waiver of the facilities and thoroughfare fees, and construction funding for water mains and sidewalks. The Sunnyside Place affordable

housing project on East Street through Resolution No. 22, Series 1996, received 100% fee and tax waivers, waiver of the facilities and thoroughfare fees, paving a portion of East Street, and construction funding for a fire hydrant.

DETAILS OF THIS REQUEST:
BCHA proposes to construct a total of 231 dwelling units and 18,406 sf of commercial buildings on the property. Of the 231 dwelling units, 207 would be designated as affordable. BCHA estimates construction costs for the planned 207 affordable housing units will amount to $52 million. The assistance BCHA seeks from the City is outlined in the attached letter dated February 6, 2015. They request assistance in several forms:

- Rebates or waivers of City Plan Review Fees
- Rebates or waivers of Construction Use Taxes
- Waivers of Impact Fees
- Financial assistance with road construction

Rebates or waivers of City Plan Review Fees
The City has rebated or waived these fees for other affordable housing projects constructed in Louisville, including Lydia Morgan and the Sunnyside facility. City staff estimates this project would generate new plan review fee revenue associated with the affordable units at $430,500, based upon a $52 million construction cost valuation.

Rebates or waivers of City Construction Use Taxes
The project would owe construction use taxes on the buildings constructed for affordable housing. Again assuming the $52 million construction costs, the City's general 3% tax would amount to $780,000. The historic preservation use tax would be $32,500, and the open space use tax would be $97,500, however these taxes have not been waived or rebated for other projects.

Impact Fees
The project would owe the City impact fees related to the development. Staff has estimated the various impact fees as follows:

- Library - $55,890
- Parks and Trails - $313,812
- Recreation - $207,207
- Municipal Facilities - $71,208
- Transportation - $30,015

BCHA proposes to construct trail connections through the property allowing for better regional access. They request a 20% waiver of the Parks and Trails Impact fee, amounting to $62,762.

BCHA also proposes to have a Community Center available to the residents and the community as a whole. The facility would be available for community events, classes, and presentations. BCHA is requesting a 50% waiver for the Municipal Facilities Impact fee, amounting to $35,604.

BCHA is requesting 100% waiver of the Transportation Impact fee, representing $30,015, in keeping with past decisions with the Sunnyside and Lydia Morgan projects waiving the Major Thoroughfare fees.

Assistance with Road Construction

The roads within the development would serve the new affordable housing buildings as well as provide regional transportation connections by extending Hecla to Highway 42 and Kaylix to the Christopher Plaza development. These extensions would provide additional choices for North Louisville residents to travel north/south without needing to use Highway 42. These roads are anticipated in the Highway 42 transportation plan approved in 2013.BCHA would be constructing these new roads and is requesting assistance to cover construction costs because they would provide regional options for existing Louisville residents. Based on the traffic study, BCHA determined the following regional share percentages and associated cost for certain road construction components:

- 45% share of striping costs for the northbound left movement from Kaylix to Hecla ($6,131).
- 25% share for the southbound right turn lane from Hecla to Kaylix ($30,656).
- 45% of the construction cost for Hecla ($660,765).
- 65% of the construction cost for Kaylix ($867,671).
- 45% of the construction cost for southbound acceleration lane on Highway 42 ($55,181).

These percentages amount to a total estimated construction cost of $1,620,404 that BCHA is requesting in City assistance.

Based on the estimated revenue projections, BCHA's total request for financial assistance is as follows.

Type of Assistance	**Approximate Value**
Building Permit-Fee Rebate 100% rebate on permit fees for the affordable housing (Excludes tap fees)	$430,500
Construction Use Tax Rebate 100% rebate on Building Use Tax for core and shell and	

Tenant finish (excludes 0.375 % Open Space tax and 0.125% Historic Preservation tax)	$780,000
<u>Impact Fee Waivers</u>	
20% waiver of Parks and Trails Fee,	$62,762
50% waiver of Municipal Facilities Fee,	$35,604
100% waiver of Transportation Fee	$30,015
<u>Road Construction Assistance</u>	
Total of road construction projects described above	$1,620,404
Total BCHA Requested Assistance	**$2,959,285**

Staff Preliminary Analysis:
City Staff has evaluated the information available at this time and, subject to timing and other constraints that may limit the City's capacity to provide assistance, believes there is justification to provide the following:

100% Rebate of Building Permit Fees (as requested)	$430,500
100% Rebate of Construction Use Taxes (as requested)	$780,000
Historic Preservation and Open Space Taxes	-0-
20% waiver of Parks and Trails Fee (as requested),	$62,762
50% waiver of Municipal Facilities Fee (as requested),	$35,604
100% waiver of Transportation Fee (as requested)	$30,015
<u>30% of the cost of BCHA's request for streets (modified*)</u>	<u>$486,121</u>
Total Recommended Assistance	**$1,825,002**

*Rational: Kaylix Ave. south of Hecla is an important connection to create a secondary north/south road network to parallel Highway 42. This secondary network would allow local traffic an alternative to using Highway 42 for entering or leaving the North Louisville neighborhoods. As suggested by BCHA's traffic analysis, the other streets in the development would also carry some share traffic generated outside of the proposed development. However, BCHA's overall proposal does not reflect the traffic impact of the proposed development on other streets in the City. To account for this impact, and yet still provide some assistance to compensate for the proposed new streets carrying a portion of regional traffic, City staff recommends contributing 30% of the amount requested by BCHA.

FISCAL IMPACT:
The fiscal impact of the assistance proposed by City staff would include 100**%** of the City's permit fees, 100% building use taxes paid (excluding the 0.375 % open space tax, 0.125% Historic Preservation tax, water and sewer tap fees), waivers of impact fees totaling $128,381, and contribution towards street construction totaling $486,121.

The City's 5-year CIP budget estimated fees and use taxes from this construction project starting in 2018 and absorption continuing for a 5-year period. Revenue estimates completed for the 2015-19 had revenue in 2018 of $116,000 (9.8% of total fee and construction use tax estimate) and in 2019, $116,000 of revenue (10.5% of total fee and construction use tax estimate). The future year building permit fee and use tax collection estimates will need to be modified for future year budgets to reflect the accelerated timeframe for this project and any tax and/or fee waivers.

Impact fees must be collected by the City, and if the City waives impact fee obligations, the City must backfill the waived amount to maintain the funding needed to construct the projects. BCHA would be improving Highway 42 and the improvements are a component of the Transportation impact fee. Therefore, it does not appear necessary to reimburse the transportation fee if that fee is waived for this project. The remaining $98,366 in impact fee waivers would need to be incorporated into the City's budget in a future budget year.

Financial assistance for the construction of streets would also have to be incorporated into the City's budget and could be phased to a budget year with capacity to provide the contribution.

RECOMMENDATION:
Staff is seeking Council direction on the requested financial assistance and, based on Council direction, will prepare a resolution for consideration at a future date to formalize any financial commitment. At this time, staff recommends Council approve assistance for BCHA's affordable housing project at 245 North 96th Street for the following reasons.

1. A main goal of the City Council when approving the transfer of LHA's assets and debts to BCHA in 2012 was to encourage the creation of additional affordable housing in Louisville. This project will create an estimated 207 additional affordable units in the community, significantly more than the IGA called for.
2. The City has a long standing history of providing assistance for affordable housing in Louisville. Prior councils have agreed to similar assistance structures for the Lydia Morgan senior affordable project in 1995 and the Sunnyside affordable project in 1996.
3. BCHA has the opportunity to achieve additional assistance from Federal and State programs if there is significant assistance from the local government. The Federal Low-Income Housing Tax Credit program and the State's allocation of flood related CDBG housing funds rely heavily on the commitment from local communities to assist in completing the affordable housing projects.

ATTACHMENTS:
1. Boulder County Letter
2. Staff Presentation

Boulder County

Department of Housing & Human Services

Housing Office: 2525 13th Street, Suite 204 • Boulder, Colorado 80304 • Tel: 303.441.3929 Fax: 720.564.2283
Human Services: Boulder Office • 3400 Broadway • Boulder, Colorado 80304 • 303.441.1000 Fax 303.441.1289
Longmont Office • 529 Coffman, Suite 100 • Longmont, Colorado 80501 • 303.678.6000

www.bouldercountyhhs.org

February 6, 2015

Mr. Troy Russ
Planning and Building Safety Director
City of Louisville Department of Planning and Building Safety
749 Main Street
Louisville, CO 80027

Re: Request for City Fee Contributions to support 245 North 96th Street

Dear Mr. Russ:

We are proposing to develop the 13.4-acre parcel of the Takoda Subdivision at 245 North 96th Street as an affordable housing community. The intent is to develop the property for affordable senior housing, multi-family housing, Live-work housing, , non-profit programming, and commercial uses. BCHA will be the developer and owner of the affordable rental homes, including senior, multifamily and live-work housing. BCHA has designated two salable parcels on the northwest and southeast quadrants of the site.

Previously, the City of Louisville has waived fees and taxes for other similar BCHA developments such as Lydia Morgan and Sunnyside in order to foster development of affordable housing, resulting in greater affordability for residents and higher quality building construction. BCHA is seeking certain fee contributions and relief from the City of Louisville as outlined below.

1. Use tax on Residential Construction Material has been waived on previous BCHA (LHA) affordable housing developments and we request that 100% of the Use Tax be contributed by the City.

2. An in-kind contribution in the amount of permit, Plan Check and Electrical, Plumbing and Mechanical Fees were waived for BCHA's senior housing. We request a 100% in-kind contribution of the equivalent fees by the City.

3. Public Infrastructure. The road serving the project also provides critical community traffic connections affording additional choices for residents to travel among neighborhoods, without utilizing Highway 42. BCHA commissioned a traffic study analyzing the traffic generated by and through the project. Based on the analysis and trip generation by our site compared to expected traffic volumes in 2035, we propose a cost share with the City of Louisville as follows:

    a. 45% of the cars making a NB left onto Hecla will be headed to destinations other than our subdivision. Therefore, 45% of the cost of the NB left striping would be contributed by City. 45% of the total cost of $ 13,625 is estimated to be $ 6,131.

b. 25% of the cars making a SB right onto Hecla will be headed to destinations other than our subdivision. Therefore 25% of the cost of the SB right turn lane would be contributed by City. 25% of the total cost of $ 122,625 is estimated to be $ 30,656.

c. 45% of the cars utilizing Hecla (EB & WB) are not associated with our subdivision. Therefore 45% of the cost of the Hecla street construction would be contributed by City. 45% of the total cost of $ 1,468,367 is estimated to be $ 660,765.

d. 65% of the cars utilizing Kaylix (NB & SB) are not associated with our subdivision. Therefore 65% of the cost of the Kaylix street construction would be contributed by City. 65% of the total cost of $ 1,334,879 is estimated to be $ 867,671.

e. 45% of the cars utilizing the southbound acceleration lane on HWY 42 are not associated with our subdivision, therefore we request that 45% of the cost for the acceleration lane would be contributed by the City. 45% of the total cost of $ 122,675 is estimated to be $ 55,181.

2. Parks and Trails Impact Fee. Key local and regional trail connections are planned to connect east/west and north/south linking open spaces, providing easy access to urban areas for the broader regional community. Therefore, we request that 20% of the trail impact fee be shared by the City.

3. Recreational Facilities Impact Fee. The Community Center will be staffed to support daytime recreational activities and resident services on both a drop-in and scheduled basis between 8am to 5pm. Classes and special events for the community will be held during regular business hours as well as occasionally in the evenings and on the weekends. The goal is that the Community Center will be a thriving hub during the regular business day, in the evenings and on the weekends. This community resource will also be open to individuals and groups outside of this neighborhood, as available, and is designed to become a lively destination that draws Louisville residents for a healthy and enjoyable community experience. Therefore, we request that opening the Community Center to the broader community and/or opening space for facilities such as a Public Library "micro-hub" would result in a 50% cost share of the Recreational Facilities Impact Fee.

4. The City waived Service Expansion Fee and Thoroughfare Fees for BCHA's (formerly LHA) affordable senior (Lydia Morgan) and family (Sunnyside) developments. These fees are now incorporated into the City's approved impact fees. Therefore, we request that the equivalent transportation impact fee be 100% contributed by the City.

Thank you for your consideration.

Sincerely,

Norrie Boyd
Planning Division Manager

Financial Assistance Request Boulder County Housing Authority Affordable Housing Project at 245 N 9th Street

Aaron DeJong
Economic Development
February 17, 2015

BCHA Financial Assistance

- BCHA signed an IGA in 2012 with Louisville to maintain 146 affordable housing units and also create an additional 15 units within 5 years.
- BCHA purchased 13.4 acre parcel along Highway 42 in 2013 for an affordable housing project.
  - Initial plans were to begin a project in 2017-18.

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Property annexation approvals is beginning
- Preliminary PUD documents submitted
  - 207 affordable housing units, senior and family
  - Commercial opportunities
  - Community non-profit location
  - For sale housing parcel

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Louisville has provided assistance to previous affordable housing projects, notably;
  - Lydia Morgan 1995
    - 100% fee and tax waivers,
    - waiver of the facilities and thoroughfare fees, and
    - construction funding for water mains and sidewalks
  - Sunnyside Place 1996
    - 100% fee and tax waivers,
    - waiver of the facilities and thoroughfare fees,
    - paving a portion of East Street, and
    - construction funding for a fire hydrant

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- BCHA has requested;
  - Rebates or waivers of City Plan Review Fees,
  - Rebates or waivers of Construction Use Taxes,
  - Financial assistance with road construction, and
  - Waivers of Impact Fees

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- City Plan Review Fees
  - Based on $52 million construction costs
  - $430,500 in plan review fees

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Construction Use Taxes
  - Based on $52 million construction costs
  - $780,000 City General
  - $97,500 Open Space
  - $32,500 Historic Preservation

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Impact Fees
  - Library - $55,890
  - Parks and Trails - $313,812
  - Recreation - $207,207
  - Municipal Facilities - $71,208
  - Transportation - $30,015

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Road Construction Assistance
- Based on regional traffic using the new roads
  - 45% share of striping costs for the northbound left movement from Kaylix to Hecla ($6,131).
  - 25% share for the southbound right turn lane from Hecla to Kaylix ($30,656).
  - 45% of the construction cost for Hecla ($660,765).
  - 65% of the construction cost for Kaylix ($867,671).
  - 45% of the construction cost for southbound acceleration lane on Highway 42 ($55,181).

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Staff Recommends
  - 100% Rebate of Building Permit Fees (as requested)
    - $430,500
  - 100% Rebate of Construction Use Taxes (as requested)
    - $780,000
    - (Not including Historic Preservation or Open Space Taxes)
  - 20% waiver of Parks and Trails Fee (as requested)
    - $62,762

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Recommendation (Continued)
  - 50% waiver of Municipal Facilities Fee (as requested)
    - $35,604
  - 100% waiver of Transportation Fee (as requested)
    - $30,015 (doesn't need reimbursement)
  - 30% of street construction request (modified)
    - $486,121
- TOTAL = $1,825,002

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

Staff Justification

- Additional affordable housing units in Louisville was a main goal in the 2012 IGA with BCHA.
- The City has a long-standing history of providing assistance for affordable housing in Louisville.
  - Prior councils have agreed to similar assistance structures for the Lydia Morgan senior affordable project in 1995 and the Sunnyside affordable project in 1996.

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- BCHA has the opportunity to achieve additional assistance from Federal and State programs with significant assistance from the local government.
  - The Federal Low-Income Housing Tax Credit program and the State's allocation of flood related CDBG housing funds rely heavily on the commitment from local communities to assist in completing the affordable housing projects.

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

Action Requested:

Direction on financial assistance towards BCHA's affordable housing project at 245 North 96th Street

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8F

SUBJECT: **BOULDER COUNTY ANNEXATION AND ZONING FOR 245 NORTH 96TH STREET**

1. **RESOLUTION NO. 9, SERIES 2015, A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF PROPERTY TO THE CITY OF LOUISVILLE, COLORADO, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION, AND FINDING THE AREA PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION**

2. **ORDINANCE 1679, SERIES 2015, AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION – 1ST READING – Set Public Hearing 3/03/2015**

3. **ORDINANCE 1680, SERIES 2015, AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO – 1ST READING – Set Public Hearing 3/03/2015**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **TROY RUSS, AICP, PLANNING AND BUILDING SAFETY**

SUMMARY:
The landowner, Boulder County Housing Authority, has petitioned the City of Louisville to approve a voluntary annexation of approximately 13.404 acres. The attached annexation petition was submitted for the property located in SE ¼ Section 5, T1S,R96W of the 6th P.M., County of Boulder, State of Colorado (south of Tract O in the Takoda Subdivision; north of the Christopher Plaza II Subdivision, west of 96th Street (Colorado Highway 42); and, east of the Steel Ranch South Subdivision). This property is locally known as the Alkonis Property.

The Housing Authority is requesting an initial zoning of Planned Community Zone District – Commercial/Residential (PCZD-C/R) for the annexation and proposes to develop affordable senior housing, affordable multi-family housing, single family households, an art center and other uses permitted within the City's PCZD regulations. According to the Housing Authority, this application, in part, is being submitted to meet the expectations established in the Intergovernmental Agreement between the City of Louisville and Boulder County concerning affordable housing within the City.

The Louisville Municipal Code (LMC) requires a property, seeking PCZD zoning, to be a minimum of 30 acres in size. However, Section 17.72.020.B also states, *"An area of less than 30 contiguous acres under one ownership may be added to an existing planned community zone district; provided that such area is contiguous to such planned community zone district and is first included in the planned community general development plan by way of amendment of such plan."* In accordance with this provision, the Housing Authority proposes an amendment to the Takoda General Development Plan (GDP) to establish the zoning for the annexation.
The Takoda GDP adjoins the proposed annexation to the west. No authorization is required by the previous signatories of the Takoda GDP.

REQUEST:
The purpose of the City Council hearing is threefold:

1. Review the annexation petition as provided by the Colorado State Statutes and determine if the proposed annexation area is eligible to be annexed into Louisville (Resolution 9, Series 2015);

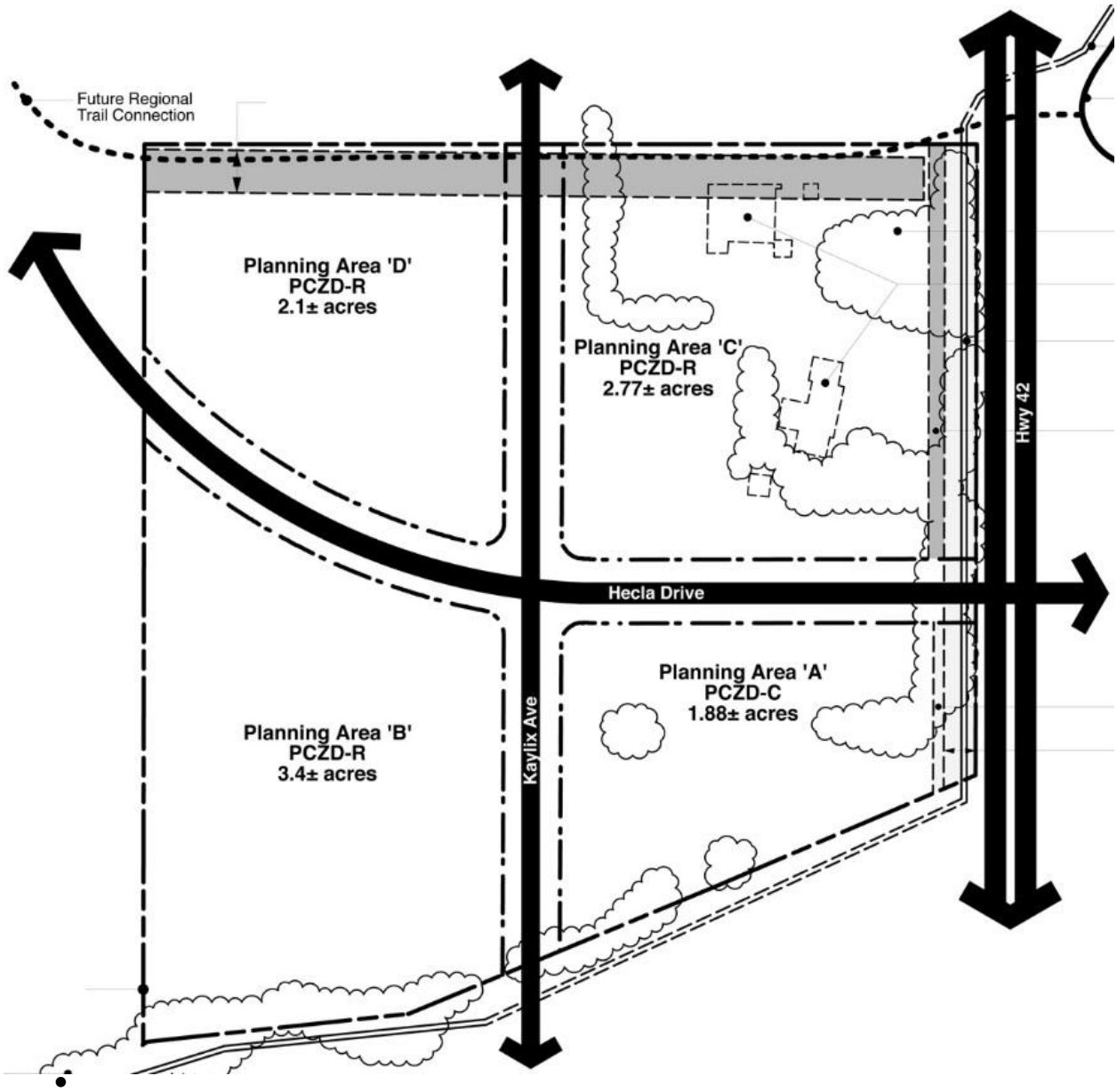
2. Review and consider the requested initial zoning of PCZD-C/R (Ordinance 1679, Series 2015) on 1st reading and set the 2nd reading and public hearing for March 3rd and,

3. Review and consider the proposed annexation (Ordinance 1680, Series 2015) on 1st reading and set the 2nd reading and public hearing for March 3rd.

Staff finds the applicable requirements of Sections 31-12-104 and 31-12-105 of the Colorado Revise Statues (C.R.S.), as amended, have been met because the voluntary

annexation is surrounded by, and is contiguous with the City's boundaries (for more detail on the State's requirements, see the "Staff Analysis" section below.

As part of the annexation, the Housing Authority is requesting initial zoning and land use entitlements to develop up to 231 affordable senior housing, affordable multi-family housing, and single family units as well as 18,406 square feet of commercial development. The proposed development would consist of four planning areas (as shown below).



- ***Planning Area A***, in the southeast quadrant of the development would have a mix of commercial development (18,406 sf), including dedicated community uses such as an Arts Center, and up to 28 live-work units.
- ***Planning Area B***, in the southwest quadrant would contain up to 103 senior housing and multi-family apartment units.
- ***Planning Area C***, in the northeast portion of the project would have up to 69 multi-family apartment units.
- ***Planning Area D***, located in the northwest quadrant would have 31 dwelling units, consisting of 7 apartment units and 24 single-family dwellings.

STAFF ANALYSIS
Staff examined the annexation and zoning application for compatibility with: Chapters 16.32 (Annexation Standards) in the LMC; the City's Comprehensive Plan; existing Intergovernmental Agreements; the City's Zoning Map, and Chapter 17.72 (Planned Community Zone District Regulations) in the LMC.

Chapter 16.32 Annexation Development Standards
The LMC provides development requirements for all City Council annexation considerations. Section 16.32.020 defines the eligibility requirements and 16.32.030 provides the City's development standards. Staff and the City Attorney examined the annexation request and determined the application meets the standards and guidelines for annexation in the LMC.

16.32.020 - Eligibility for annexation.

The LMC States the following requirements of the state governing annexation shall be required when annexation is requested:

A. Owners of more than 50 percent of the area to be annexed shall sign the petition for annexation.

B. The petition shall be accompanied by four to 36 copies of a map, such number to be set by the city, showing the area proposed for annexation.

C. Not less than one-sixth of the outside perimeter of the area to be annexed shall be contiguous to existing city limits.

D. No property owned in a separate tract shall be divided by the boundary of the proposed annexation without consent of such property owner.

Sec. 16.32.030 - Development requirements.

In addition to the requirements in State law mentioned in section 16.32.020, the LMC also requires the following City standards shall be met:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

B. Annexed areas shall not divide tracts in order to prevent further annexation of adjoining parcels.

C. Areas which project out from existing city limits in a manner which will cause excessive police, fire, utility, and street cost shall not be accepted.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

E. The area shall be located where water and sewer utility services are possible without undue expense to the city. Where exceptional costs may be required in serving the area proposed for annexation, financial arrangements to extend water or sewer mains shall be agreed upon prior to annexation.

F. Problems of storm drainage shall be considered prior to annexation in order to be sure that flooding problems within and adjoining the area to be annexed will not be increased by development of the tract.

G. Unless otherwise provided by city council with respect to water used for agricultural purposes on land zoned for agricultural uses, at the time of annexation the city and annexor shall agree in writing to the transfer of water rights appurtenant to the property to be annexed and/or the payment to the city of a water resource fee in lieu of or to supplement any such water rights transfer. Such agreement shall be consistent with the existing city policy as set forth by resolution of the city council.

H. Notwithstanding any provision of subsection G of this section, no annexor of any land zoned for agricultural purposes shall be permitted to retain any rights to water used for agricultural purposes which are appurtenant to such land, unless the annexor agrees in writing and prior to the annexation, to pay to the city, upon any severance and transfer of all or any portion of such rights, an amount which is equivalent to the price of such transfer, or an amount which is equivalent to the then-current market value of such rights, whichever is higher.

I. The city attorney shall report on the apparent legal adequacy of the annexation petition and the procedures followed in each case by the city.

A petition for annexation shall be accompanied by an application fee in an amount set by the city manager in accordance with section 16.04.065.

Comprehensive Plan
The 2013 Louisville Comprehensive Plan has two primary components guiding the direction and implementation of the City's 20-year vision this specific annexation and zoning request should support. The first component is the Vision Statement and Core Community Values. The second component is the Framework Plan.

Louisville's Vision Statement and Core Community Values (shown below) define how the City sees itself and identify the key characteristics that should be carried into the future.

2013 Comprehensive Plan - Vision Statement and Core Community Values
"Established in 1878, the City of Louisville is an inclusive, family-friendly community that manages its continued growth by blending a forward-thinking outlook with a small-town atmosphere which engages its citizenry and provides a walkable community form that enables social interaction. The City strives to preserve and enhance the high quality of life it offers to those who live, work, and spend time in the community. Louisville retains connections to the City's modest mining and agricultural beginnings while continuing to transform into one of the most livable, innovative, and economically diverse communities in the United States. The structure and operation of the City will ensure an open and responsive government which integrates regional cooperation and citizen volunteerism with a broad range of high-quality and cost-effective services."

We Value…

A Sense of Community *... where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and where the City's character, physical form and accessible government contribute to a citizenry that is actively involved in the decision-making process to meet their individual and collective needs.*

Our Livable Small Town Feel *... where the City's size, scale, and land use mixture and government's high-quality customer service encourage personal and commercial interactions.*

A Healthy, Vibrant, and Sustainable Economy *. . . where the City understands and appreciates the trust our residents, property owners, and business owners place in it when they invest in Louisville, and where the City is committed to a strong and supportive business climate which fosters a healthy and vibrant local and regional economy for today and for the future.*

A Connection to the City's Heritage *... where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and agricultural past.*

Sustainable Practices for the Economy, Community, and the Environment *... where we challenge our government, residents, property owners, and our business owners to be innovative with sustainable practices so the needs of today are met without compromising the needs of future generations.*

Unique Commercial Areas and Distinctive Neighborhoods *... where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.*

A Balanced Transportation System *... where the City desires to make motorists, transit customers, bicyclists and pedestrians of all ages and abilities partners in mobility, and where the City intends to create and maintain a multimodal transportation system to ensure that each user can move in ways that contribute to the economic prosperity, public health, and exceptional quality of life in the City.*

Families and Individuals *... where the City accommodates the needs of all individuals in all stages of life through our parks, trails, and roadway design, our City services, and City regulations to ensure they provide an environment which accommodates individual mobility needs, quality of life goals, and housing options.*

Integrated Open Space and Trail Networks *... where the City appreciates, manages and preserves the natural environment for community benefit, including its ecological diversity, its outstanding views, clear-cut boundaries, and the interconnected, integrated trail network which makes all parts of the City accessible.*

Safe Neighborhoods *... where the City ensures our policies and actions maintain safe, thriving and livable neighborhoods so residents of all ages experience a strong sense of community and personal security.*

Ecological Diversity *... where the City, through its management of parks and open space and its development and landscape regulations, promotes biodiversity by ensuring a healthy and resilient natural environment, robust plant life and diverse habitats.*

Excellence in Education and Lifelong learning *... where the City allocates the appropriate resources to our library services and cultural assets and where the City actively participates with our regional partners to foster the region's educational excellence and create a culture of lifelong learning within the City and Boulder County.*

Civic Participation and Volunteerism *... where the City engages, empowers, and encourages its citizens to think creatively, to volunteer and to participate in community discussions and decisions through open dialogue, respectful discussions, and responsive action.*

Open, Efficient and Fiscally Responsible Government *... where the City government is approachable, transparent, and ethical, and our management of fiscal resources is accountable, trustworthy, and prudent.*

Many of the values described above are abstract and difficult to quantify at the zoning level. For this reason, it would be more effective to evaluate the compatibility of this project with the Core Community Values during the Planned Unit Development review. That said, this annexation and zoning application request appears consistent with the Comprehensive Plan Vision Statement and Core Community Values.

In contrast to the more broad Vision and Values, the Framework Plan and its supporting principles and policies described below are more measurable and therefore more suitable with which to evaluate compliance of the annexation and zoning submittal. In this respect, staff believes this annexation and zoning application is compatible with the Comprehensive Plan Framework and supporting principles and polices. The analysis is below.

<u>Character Zones and Street Network</u>
The proposed GDP permits land uses, development densities, and a street network compatible with the expectations documented in the 2013 Comprehensive Plan. The graphic below illustrates how the proposed GDP is subdivided to match the expectations documented in the Comprehensive Plan.

The proposed street network matches the Comprehensive Plan, the North Louisville Small Area Plan, and the Hwy 42 Corridor Plan. The proposal continues Hecla Drive from Hwy. 42, near Balfour Senior Living and extends northwest through the proposed annexation to Hecla Drive in Steel Ranch. Also, the proposed GDP extends Kalix Avenue from South Boulder Road to Paschal Avenue in Steel Ranch, creating a parallel roadway to Hwy. 42. The proposed street network divides the requested annexation into four quadrants.

Planning Area A

The Comprehensive Plan designates Planning Area A part of the Hwy. 42 and South Boulder Road urban center. The Comprehensive Plan suggests the Hwy 42 and South Boulder Road urban center allow a mix of fiscally positive land uses identified in both Sections 17.72.080 (Residential) and 17.72.090 (commercial and office) in the LMC. The Comprehensive Plan suggests a density range averaging 1.0 Floor Area Ratio (FAR) for commercial development, and up to 30 units per acre for residential. The applicant's request for Planning Area A complies with the suggested land uses and densities in the Comprehensive Plan. However, based on the fiscal analysis presented below, Planning Area A may not meet the Comprehensive Plan's fiscal performance expectations.

The proposed GDP provides a mix of land uses consistent with the suggested land use mix in the Comprehensive Plan's urban center. However, the fiscal impact of the actual

land use mix may vary significantly depending on what is actually constructed. If, as suggested by the applicant, a nonprofit Arts Center occupies most of the proposed commercial development in the GDP, the Fiscal Model suggests Planning Area A will have a negative fiscal return. However, if the proposed commercial development in the GDP is constructed as traditional retail, the fiscal performance of Planning Area A would likely be positive. That said, based on market trends, there are no guarantees a retail land use would actually be constructed or be successful in this location.

Planning Area 'A': PCZD-C/R

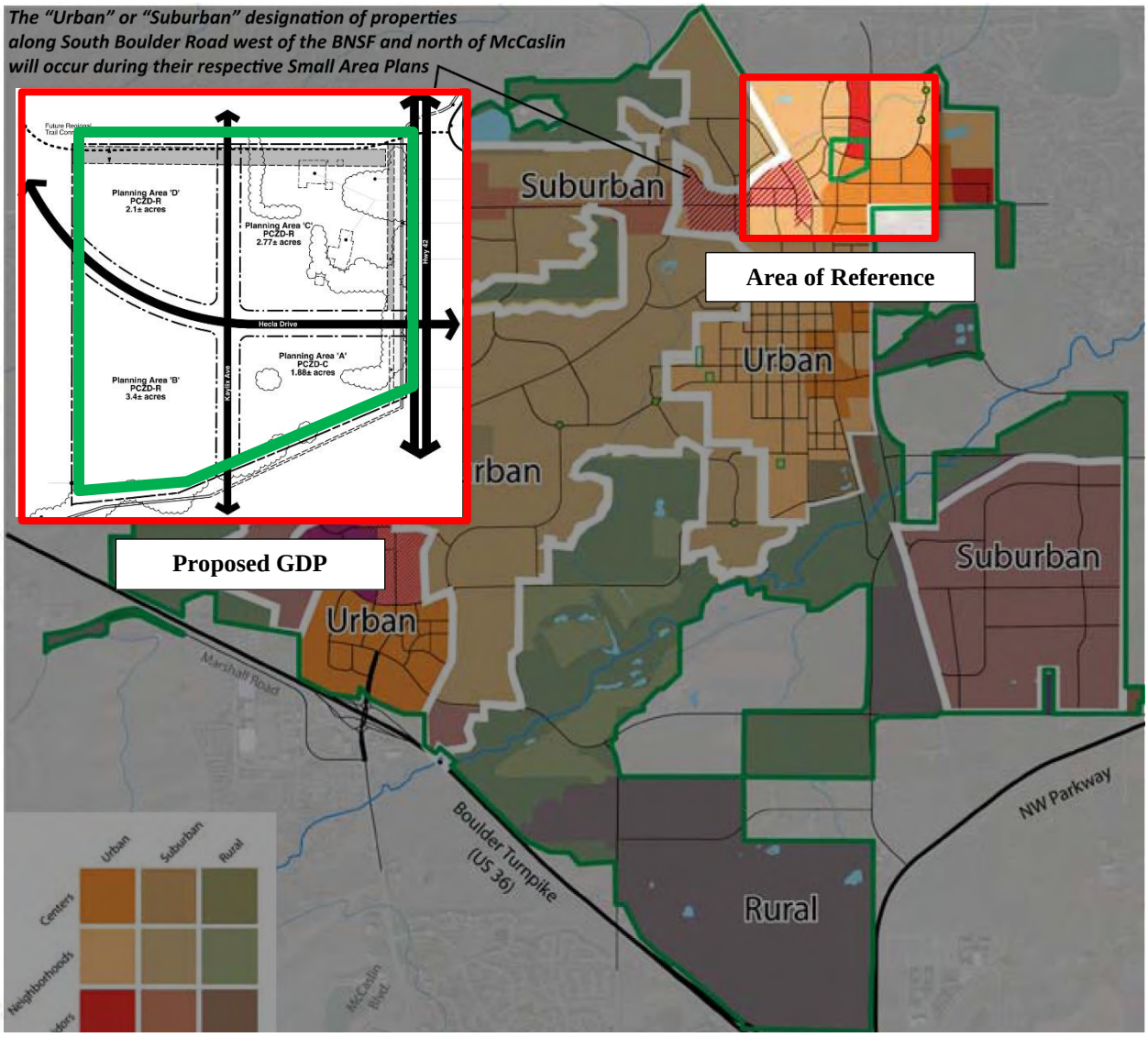
Allowed Uses: per section 17.72.090	
Maximum F.A.R.:	1.0
Maximum Floor Area Allowed (1.88 Acres):	83,202 sf [1]
Commercial Floor Area:	18,406± sf[2]
Dwelling Units (included in F.A.R.):	28 units[2]
Maximum Residential Density for 1.88 Acres:	15 Dwelling Units / Acre
Minimum Public Use Areas (12%):	0.23 Acres

Planning Area B

The Comprehensive Plan designates Planning Area B of the proposed annexation as an urban neighborhood of Hwy 42 and South Boulder Road. The Comprehensive Plan suggests land uses within a neighborhood match the land uses allowed in Section 17.72.080 (Residential) and densities match adjacent neighborhood densities. The 103 units proposed in Planning Area B , if approved, would yield a density of 30 units an acre, consistent with what is constructed in the adjacent North Main Apartments and Christopher Village.

Planning Area 'B': PCZD-R

Allowed Uses: per section 17.72.080	
Units:	103 Dwelling Units
Maximum Density for 3.44 Acres:	30 Dwelling Units / Acre
Minimum Public Use Areas (15%):	0.52 Acres



2013 Framework Plan

Planning Area C

The Comprehensive Plan designates Planning Area C part of the Hwy. 42 urban corridor. The Comprehensive Plan suggests the Hwy 42 urban corridor allow a mix of fiscally positive land uses identified in both Sections 17.72.080 (residential) and 17.72.090 (commercial and office) in the LMC. The maximum density suggested for the Hwy. 42 corridor may be up to a 1.0 FAR for properties fronting Hwy 42 and .5 FAR for properties away from Hwy. 42. Residential densities for the corridor may be up to 25 units per acre. The applicant's proposal for Planning Area C, 69 residential units, yields a density of 25 units an acre, and complies with the suggested land uses and densities listed in the Comprehensive Plan. However, based on the fiscal analysis (see more detail below), Planning Area C would not meet the Comprehensive Plan's fiscal performance expectations for the Hwy. 42 urban corridor.

The requested GDP identifies only residential development for Planning Area C. While allowed within the suggested land use mix of an urban corridor in the Comprehensive Plan, the lack of commercial development in the proposed GDP for Planning Area C would, based on the Fiscal Model, result in a negative fiscal return. This is inconsistent with the Comprehensive Plan's expectations for an urban corridor.

Planning Area 'C': PCZD-R

Allowed Uses: per section 17.72.080	
Units:	69 Dwelling Units
Maximum Density for 2.77 Acres:	25 Dwelling Units / Acre
Minimum Public Use Areas (15%):	0.41 Acres

Planning Area D

The Comprehensive Plan designates Planning Area D of the proposed annexation as an urban neighborhood. The Comprehensive Plan suggests land uses within a neighborhood match the land uses allowed in Section 17.72.080 (residential) and densities match adjacent neighborhood densities.

The Overlook Townhomes at Steel Ranch are located west of the proposed Planning Area D. The Townhomes have a density of 15 units per acre. The Housing Authority's proposed 31 dwelling units would create a density of 15 units an acre in Planning Area D. This would comply with the suggested land uses and densities in the Comprehensive Plan.

Planning Area 'D': PCZD-R

Allowed Uses: per section 17.72.080	
Units:	31 Dwelling Units
Maximum Density for 2.11 Acres:	15 Dwelling Units / Acre
Minimum Public Use Areas (15%):	0.32 Acres

Housing Principles and Policies

In addition to the Framework Plan's character zones, the Comprehensive Plan also has supporting principles and policies for other various issues in the City. Specifically, the Comprehensive Plan includes a section of the Framework Plan dedicated to neighborhoods and housing. Principles NH-5 and NH-6 document the City goals for housing in the City of Louisville

PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

Policy NH-5.1: Housing should meet the needs of seniors, empty-nesters, disabled, renters, first-time homebuyers and all others by ensuring a variety of housing types, prices, and styles are created and maintained.

Policy NH-5.2: The City should continue to work with Boulder County Housing Authority and others to ensure an adequate supply of affordable housing is available in Louisville.

Policy NH-5.3: Higher density housing should be located primarily in the centers and corridors of the Framework.

Policy NH-5.4: Potential measures to increase housing type and price diversity should be evaluated, including allowing accessory dwelling units in established neighborhoods only if the essential character of the neighborhood can be preserved.

Policy NH-5.5: Regional changes to job and housing markets should continually be evaluated to address regional opportunities and constraints.

Policy NH-5.6: New housing should address defined gaps in the housing market that exist today and into the future.

Policy NH-5.7: The City should define standards for low income and affordable housing units, and consider reducing or waiving building permit and impact fees for all qualifying projects.

PRINCIPLE NH-6. The City should define City-wide goals for affordable and low-income housing through a public process.

Policy NH-6.1: The City should determine to what extent it would like to allow, encourage, or incentivize affordable and low-income housing.

Policy NH-6.2: The City should develop specific and achievable actions to meet the defined goals.

This annexation request, and more specifically this zoning request, do not identify entitlements specific to senior or affordable housing units, and are not applicable to the housing goals stated in the Comprehensive Plan. However, the land owner and applicant, the Boulder County Housing Authority, specializes in the planning, construction, and management of senior and affordable housing projects.

As an alternative to including provisions in the GDP, staff suggests including in the required annexation agreement specific senior and affordable housing objectives to be met by the applicant. A draft of the agreement is attached. Staff suggests the annexation agreement stipulate the property be developed with no less than 70 senior housing units and no less than 58 affordable housing units.

If City Council adopts the senior and affordable housing development requirements proposed in the draft annexation agreement staff believes the proposed annexation

would be compatible with the City's Housing Principle NH-5 and all of its supporting Policies NH-5.1 through NH-5.7.

Yard and Bulk

The proposed yard and bulk standards in the GDP are compatible with those listed in the Comprehensive Plan. The Comprehensive Plan states: *"The urban portions of Louisville are found in the northeast quadrant of the City and are generally more compact and walkable. The majority of the urban development pattern occurred in Louisville prior to 1960. Some urban development patterns have occurred since 2008. The urban areas of the City include: Downtown, Old Town, and the North End / Steel Ranch Subdivisions. Generally, the urban pattern of development includes the following distinguishing design characteristics:*

Streets
- *Interconnected street network (smaller blocks)*
- *Alley / rear loaded properties*
- *Multimodal (Vehicle, pedestrian, bike, transit)*
- *Reduced speeds*
- *Balanced civic and mobility responsibilities*

Parcels
- *Smaller parcels*
- *Building Design and Orientation*

Street Orientation
- *Pedestrian mass, scale, and details*

Civic & Public Infrastructure
- *Integrated*
- *Multi-purpose*
- *Formal landscape*

The Comprehensive Plan also states the following yard and bulk items are compatible with the vision for the Hwy 42 and South Boulder Road urban center and the Hwy 42 urban corridor.

Hwy 42 and South boulder Road Urban Center:

Parking: *On-site private parking associated with a particular use. Allowance for share parking agreements*

Building Height: *2-3 Stories*

Building Form and Design
1. *Ground floor oriented towards the street.*
2. *Ground floor activated with retail and commercial uses and pedestrian scaled development.*
3. *Provide buildings which transition in scale to adjacent neighborhoods.*

Block Length: 300-400 Feet

Hwy 42 Urban Corridor:
Parking: Majority on-site private parking associated with a particular use, with allowance for shared parking agreements.

Building Height: 2-3 Stories
Building Form and Design
1. *Ground floor is oriented towards the Arterial Road and/or a secondary street. Provide buildings which transition in scale and mass to adjacent neighborhoods on the back of the property*

Block Length: 300-400 Feet

The applicant proposes yard and bulk standards consistent with these provisions. There are, however, two items staff wants to highlight for City Council consideration: building heights and setbacks from Hwy 42.

Building Heights:
The applicant proposes building heights in Planning Areas A and B to be 50-feet in height. The Comprehensive Plan defines building heights as floors of buildings, rather than feet. That was done to provide flexibility in changing building technologies.

Regardless, staff believes the 50-foot building height request warrants an explanation. As a result, the applicant added a note to the GDP stating: *"The 50' max building height accommodates two specific instances: a) Planning Area A - a two story commercial building with a steeply pitched 'barn-like' roof form is proposed; and b) Planning Area B - a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.*

With the note on the applicant's proposed GDP, staff finds the proposed building heights consistent with the Comprehensive Plan.

Highway 42 Setbacks:
The applicant proposes a building setback of 40-feet from the existing Hwy. 42 right-of-way (ROW) south of Hecla Drive and 45' north of Hecla Drive. These setbacks are intended to accommodate the future ROW of Hwy. 42 (30-feet needed) and an easement for piping the Goodhue Ditch. The resulting 10' and 15' ditch easements in combination with the Hwy 42 ROW have not been approved by the Goodhue Ditch Company. As a result, the applicant added a note to the GDP stating: *"Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements."*

Bulk & Dimension Standards

	Planning Area 'A'*	Planning Area 'B'*	Planning Area 'C'*	Planning Area 'D'*
Min. Lot Area	7,000 sf	7,000 sf	7,000 sf	7,000 sf
Min. Lot Width	60'	60'	60'	60'
Max. Lot Coverage	40%	40%	40%	40%
Building Setbacks				
Min. Front Yard Setback (Principle Uses)	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks
Min. Side Yard Setback (Principle Uses)	3'	3'	3'	3'
Min. Side Yard Setbacks (Accessory Uses)	3'	3'	3'	3'
Min. Rear Yard Setback (Principle Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Min. Rear Yard Setbacks (Accessory Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Setback from Hwy 42 ROW	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 40' min from PL (10' from ROW Easement)[6]	N/A	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 45' min from PL (15' from ROW Easement)[6]	N/A
Setback from Collector Street ROW	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]
Setback from Local Street ROW	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]
Setback From Parks and Open Space	0'	0'	0'	0'
Min Building Separation	6'	6'	6'	6'
Max Building Height				
Principle Uses	2-3 stories / 50' max. height [1,4,5]	2-3 stories [4,5]	2-3 stories [4,5]	2-3 stories [4,5]
Accessory Uses	30'	30'	30'	30'

[1] The 50' max building height accommodates two specific instances, a) in Planning Area A a two story commercial building with a steeply pitched "barn-like" roof form is proposed and b) in Planning Area B a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.
[2] The 33% portion of the mulit-family building façade with 0' setback has a maximum width of 12' to maintain pedestrian mass and scale along the street front.
[3] Stoop, steps, covered porch, awning, or sunshading elements are permitted within the 5' setback.
[4] Third floors of multifamily buildings shall step back a minimum of 5' for a minimum of 50% of any given frontage.
[5] Roof forms shall have a mix of pitched, sloped, or flat roof types that vary in orientation for a dynamic skyline.
[6] Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.
* Design Standards will be submitted in conjunction with the the submittal of the Final Development Plan

Public Land Dedication

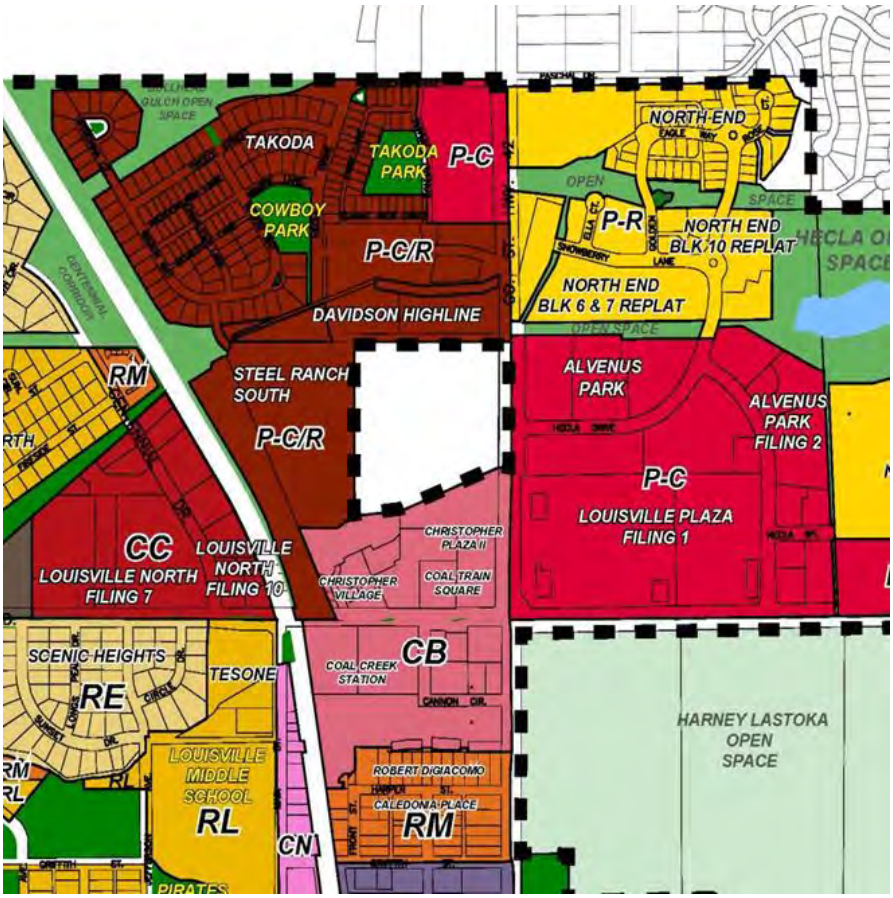
The applicant provided Public Land Dedication (PLD) calculations based on the land uses proposed on the GDP (shown below). Staff reviewed the calculations provided and believes they meet the requirements of Section 16.16.060 in the LMC. Note the PLD is not required until the property is platted within the City of Louisville. Additionally, City Council will determine if the PLD comes in the form of land, or a payment in lieu. The numbers provided on the GDP simply acknowledge the PLD requirement with the annexation and zoning of the property.

Public Land Dedication

Gross Area	13.404 Acres
PCZD-R Area	10.89 Acres
PCZD-C Area	2.514 Acres
PCZD-R	
Gross Area:	10.89 Acres
Minimum Area Required:	15%
Dedicated Land Required	1.63 Acres
ROW Gross Area:	2.57 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.31 Acres
Total Dedicated Land Required (PCZD-R)	**1.94 Acres**
PCZD-C	
Gross Area:	2.514 Acres
Minimum Area Required:	12%
Dedicated Land Required	0.30 Acres
ROW Gross Area:	0.63 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.08 Acres
Total Dedicated Land Required (PCZD-C)	**0.38 Acres**
TOTAL DEDICATED PUBLIC LAND REQUIRED	**2.32 Acres**
TOTAL PUBLIC LAND DEDICATION PROVIDED	**3.2 ± Acres**

City Zoning Map

The proposed annexation and zoning request is compatible with the City's existing zoning map. The proposed annexation and requested PCZD-C/R zoning is surrounded by Steel Ranch (zoned PCZD – C / R) to the west and north; Balfour Senior Living to the east (zoned PCZD – C); and Christopher Village and Christopher Plaza (zoned Commercial Business (CB)) to the South. The proposed yard and bulk standards are also compatible with the surrounding zoning and the approved yard and bulk standards within each GDP.



City Zoning Map

Intergovernmental Agreements

In August of 2012, the City of Louisville and the Louisville Housing Authority entered into an Intergovernmental agreement with Boulder County and the Boulder County Housing Authority concerning affordable housing within the City of Louisville (see attached). The City entered into this agreement as the Louisville Housing Authority proposed to transfer its 116 affordable housing units to the Boulder County Housing Authority.

In the agreement, the City and County agreed that the County would own and manage the City's 116 affordable housing units along with the County's existing 30 units in Louisville. Additionally, the County agreed to build an additional 15 units in Louisville within the next five years.

Boulder County Housing Authority sees this project as meeting the expectations of the Intergovernmental Agreement. Their transmittal letter states:

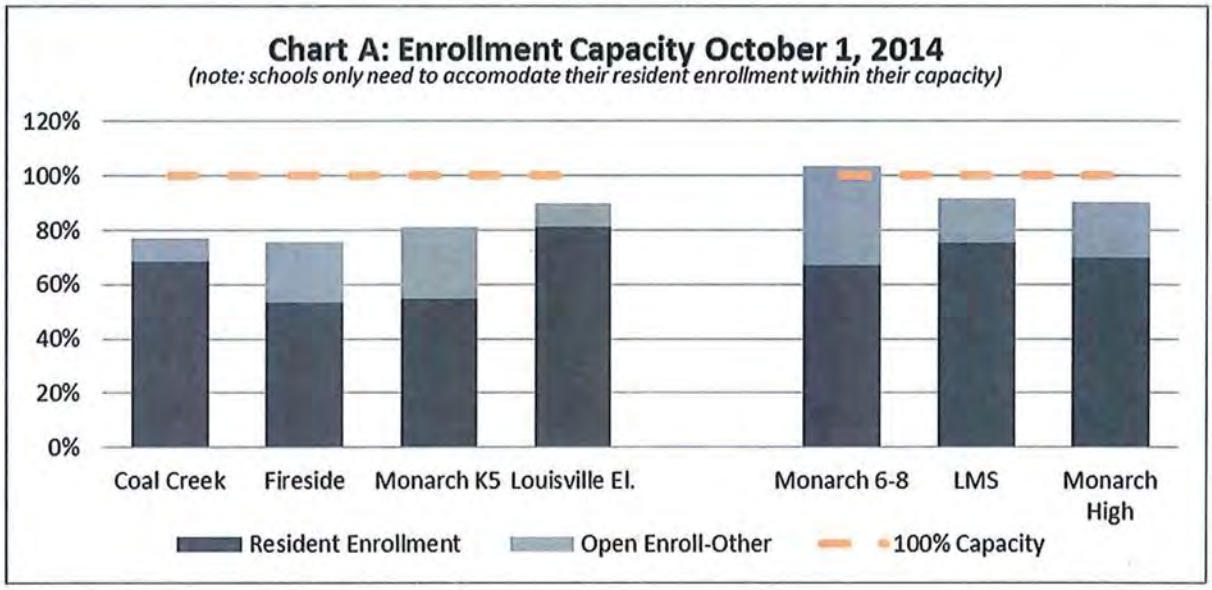
"The City of Louisville recognized this pressing need for more affordable units in 2012 when it entered into an intergovernmental agreement with BCHA and the Louisville Housing Authority (the "IGA"). Under the IGA, BCHA committed to expand affordable options in Louisville within five years by adding at least 15 units to its portfolio. Since that IGA was signed, the City reaffirmed the need to ensure an adequate supply of affordable housing in its 2013 Comprehensive Plan, as part of a mix of housing types and pricing to meet the changing economic, social, and multigenerational needs of those who reside, and would like to reside, in Louisville.

Louisville staff believes this annexation and zoning request is consistent with intent of the IGA and with the City's affordable housing goals stated in the 2013 Comprehensive Plan.

REFERRAL COMMENTS

Boulder Valley School District (BVSD)

A letter from BVSD dated January 2, 2015 states this development proposes *"a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School."* BVSD anticipates 70 of the proposed Housing Authority units would be restricted to seniors and therefor did not calculate a student impact for those proposed units.



The letter goes on to state, *"When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."* Louisville staff underlined the last sentence of the BVSD statement for emphasis.

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

The BVSD letter concludes, *"Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries."*

FISCAL IMPACT

The applicant submitted a final fiscal impact study completed by Economic and Planning Systems based on the City's current fiscal model (attached). The development program shown in this document (231 residential units and 18,688 sf of commercial development) matches the development program requested on the GDP.

A key assumption in the model is related to the subsidized housing units and the non-profit commercial land uses associated with a potential art center. The study makes various assumptions about building unit values, sales per square foot, and household income attributable to new residents. The study states:

> *"The BCHA development is estimated to result in approximately $191,000 in on-going annual revenue to the City and to generate approximately $356,000 on-going annual expenditures. The result is a net fiscal on-going operations balance of negative $165,000 annually.*
>
> *There is expected to be an annual recurring revenue stream of $31,000 from sales tax revenue that is dedicated to capital projects and open space. Accounting for this revenue stream, the effective total annual revenues to the City will be negative by $134,000.*
>
> *The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,500,000 upon the City in demand for new capital investments. The project is estimated to generate $1,628,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $871,000.*
>
> *Although there is not a large retail component to this project, EPS believes it will have a positive impact on the Christopher Plaza commercial center at the northwest corner of South Boulder Road and Hwy 42.'*

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA - 245 N 96th Street Fiscal_0126 2015.xlsx]Summary

PLANNING COMMISSION ACTION

The LMC specifies the Planning Commission review initial zoning requests associated with any annexation, which it did for this annexation request on January 8, 2015. After a lengthy discussion focused on the fiscal impacts, affordable housing goals, school enrollment, and street network enhancements, Planning Commission voted 7-0 to pass Resolution No. 02, Series 2015 (Attachment 5) recommending an initial zoning designation of Planned Community Zone District, Commercial / Residential (PCZD-C/R). The minutes from the hearing are attached.

STAFF RECOMMENDATION:
Staff recommends City Council approve the following:

1) Resolution No. 9, Series 2015, a resolution finding the area proposed for the 245 North 96th Street Annexation eligible for annexation into the City of Louisville. The applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met;

2) Ordinance 1679, Series 2015, an ordinance approving an annexation, known as the 245 North 96th Street Annexation to the City of Louisville on 1ST reading and set a 2nd reading and public hearing for March 3, 2015; and

3) Ordinance 1680, Series 2015, an ordinance zoning as planned community zone district - commercial / residential (PCZD – C/R) certain property annexed into the City of Louisville and known as the 245 North 96th Street Annexation on 1ST reading and set a 2nd reading and public hearing for March 3, 2015.

ATTACHMENTS:

Attachment #1 – PowerPoint Presentation
Attachment #2 – Resolution No. 9, Series 2015 (Eligibility)
Attachment #3 – Ordinance 1679, Series 2015 (Initial Zoning)
Attachment #4 – Ordinance 1680, Series 2015 (Annexation)
Attachment #5 – Draft Annexation Agreement
Attachment #6 – Planning Commission Resolution 02, Series 2015
Attachment #7 - Land Use Application
Attachment #8 - Transmittal Letter
Attachment #9 - Annexation Petition
Attachment #10 - Annexation Map
Attachment #11 - Alta Survey
Attachment #12 - Annexation Impact Report
Attachment #13 - General Development Plan
Attachment #14 - Fire District Referral Comments
Attachment #15 - BVSD Referral Letter
Attachment #16 - Applicants Fiscal Impact Model and Memo
Attachment #17 – City of Louisville Boulder County Affordable Housing IGA
Attachment #18 – Planning Commission Minutes

City Council – Public Hearing – February 17, 2015

THE 245 NORTH 96TH STREET ANNEXATION

Resolution No. 9, Series 2015, a resolution concerning a petition for the annexation of property to the City of Louisville, Colorado, known as The 245 North 96th Street Annexation, and finding the area proposed to be annexed eligible for annexation

Ordinance 1679, Series 2015, an ordinance zoning as Planned Community Zone District - Commercial / Residential (PCZD – C/R) certain property annexed into the City of Louisville and known as The 245 North 96th Street annexation – 1st reading – Set 2nd reading and public hearing for 3/03/2015

Ordinance 1680, Series 2015, an ordinance approving an annexation, known as The 245 North 96th Street Annexation to the City of Louisville, Colorado – 1st reading – Set 2nd reading and public hearing for 3/03/2015

Prepared by:

Dept. of Planning & Building Safety

City Council – Public Hearing

Public Notice Certification

- Published in the Boulder Daily Camera
  - January 16, 2015;
  - January 23, 2015;
  - January 30, 2015; and,
  - February 6, 2015
- Mailed taxing agencies – January 22, 2015
  - Boulder County Commission
  - Boulder County Attorney
  - Northern Water Conservancy District
  - Louisville Fire Protection District
  - Urban Drainage and Flood Control District
  - Boulder Valley School District
- Published Annexation Impact Report with the Boulder County Clerk and Recorder – January 22, 2015
- Mailed to surrounding property owners / property posted – January 30, 2015
- Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building – January 30, 2015

245 NORTH 96TH STREET ANNEXATION

Size
13.404 Acres

Initial Zoning
PCZD-C/R Zoning
- 231 dwelling units
- 18,404sf Commercial

Submittal Compliance
Title 31, Article 12 CRS
Chapter 16.32.020 LMC

245 NORTH 96TH STREET ANNEXATION
General Development Plan
Transportation - Street Network

245 NORTH 96TH STREET ANNEXATION
General Development Plan
Transportation - Hwy. 42

GDP Note:
Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.

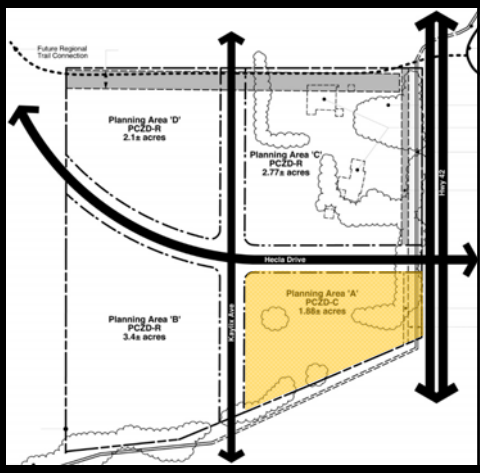
245 NORTH 96TH STREET ANNEXATION
General Development Plan
Public Land Dedication

Public Land Dedication	
Gross Area	13.404 Acres
PCZD-R Area	10.89 Acres
PCZD-C Area	2.514 Acres
PCZD-R	
Gross Area:	10.89 Acres
Minimum Area Required:	15%
Dedicated Land Required	1.63 Acres
ROW Gross Area:	2.57 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.31 Acres
Total Dedicated Land Required (PCZD-R)	**1.94 Acres**
PCZD-C	
Gross Area:	2.514 Acres
Minimum Area Required:	12%
Dedicated Land Required	0.30 Acres
ROW Gross Area:	0.63 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.08 Acres
Total Dedicated Land Required (PCZD-C)	**0.38 Acres**
TOTAL DEDICATED PUBLIC LAND REQUIRED	**2.32 Acres**
TOTAL PUBLIC LAND DEDICATION PROVIDED	**3.2 ± Acres**

245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area A

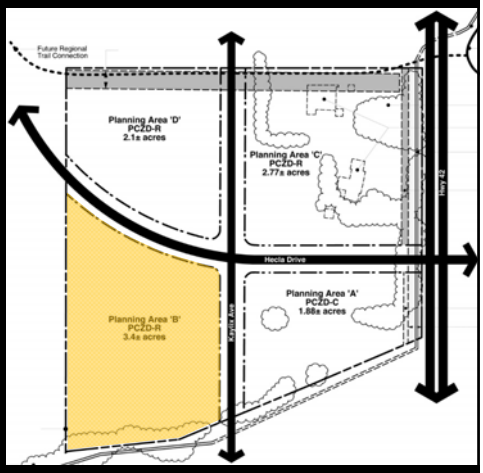
Zoning:	PCZD C/R
- Max. F.A.R:	1.0
- Max. allowance	83,202sf
Commercial:	18,406sf
Residential:	
(included in F.A.R)	28 units
Residential Density:	15 du/acre



245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area B

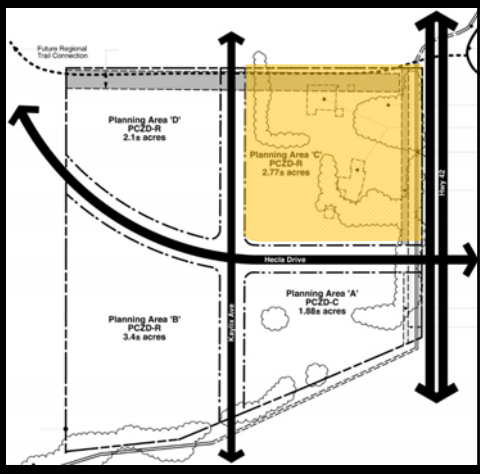
Zoning:	PCZD R
Residential:	
(included in F.A.R)	103 units
Residential Density:	30 du/acre



245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area C

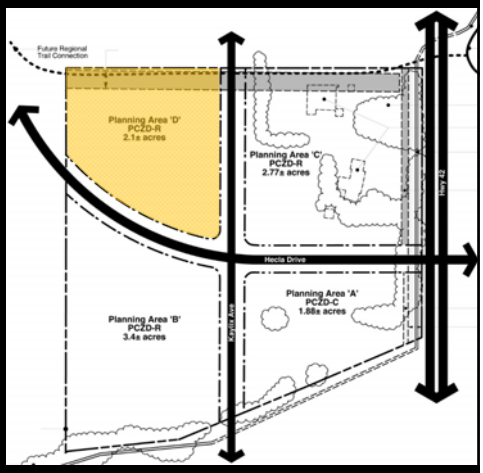
Zoning:	PCZD R
Residential:	
(included in F.A.R)	69 units
Residential Density:	25 du/acre



245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area D

Zoning:	PCZD R
Residential:	
(included in F.A.R)	31 units
Residential Density:	15 du/acre



245 NORTH 96TH STREET ANNEXATION
Eligibility for Annexation
Section 16.32.020

The LMC States the following requirements of the state governing annexation shall be required when annexation is requested:

A. Owners of more than 50 percent of the area to be annexed shall sign the petition for annexation.

B. The petition shall be accompanied by four to 36 copies of a map, such number to be set by the city, showing the area proposed for annexation.

C. Not less than one-sixth of the outside perimeter of the area to be annexed shall be contiguous to existing city limits.

D. No property owned in a separate tract shall be divided by the boundary of the proposed annexation without consent of such property **owner.**

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

B. Annexed areas shall not divide tracts in order to prevent further annexation of adjoining parcels.

C. Areas which project out from existing city limits in a manner which will cause excessive police, fire, utility, and street cost shall not be accepted.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

E. ✔ The area shall be located where water and sewer utility services are possible without undue expense to the city. Where exceptional costs may be required in serving the area proposed for annexation, financial arrangements to extend water or sewer mains shall be agreed upon prior to annexation.

F. ✔ Problems of storm drainage shall be considered prior to annexation in order to be sure that flooding problems within and adjoining the area to be annexed will not be increased by development of the tract.

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

G. ✔ Unless otherwise provided by city council with respect to water used for agricultural purposes on land zoned for agricultural uses, at the time of annexation the city and annexor shall agree in writing to the transfer of water rights appurtenant to the property to be annexed and/or the payment to the city of a water resource fee in lieu of or to supplement any such water rights transfer. Such agreement shall be consistent with the existing city policy as set forth by resolution of the city council. The city attorney shall report on the apparent legal adequacy of the annexation petition and the procedures followed in each case by the city.

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

H. Notwithstanding any provision of subsection G of this section, no annexor of any land zoned for agricultural purposes shall be permitted to retain any rights to water used for agricultural purposes which are appurtenant to such land, unless the annexor agrees in writing and prior to the annexation, to pay to the city, upon any severance and transfer of all or any portion of such rights, an amount which is equivalent to the price of such transfer, or an amount which is equivalent to the then-current market value of such rights, whichever is higher.

I. The city attorney shall report on the apparent legal adequacy of the annexation petition and the procedures followed in each case by the city.

J. A petition for annexation shall be accompanied by an application fee in an amount set by the city manager in accordance with section 16.04.065

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan

Vision Statement
Core Community Values

Core Community Values

The Framework Plan

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan
Vision Statement & Core Community Values

The following Core Community Values are the foundation upon which the City of Louisville will make decisions and achieve the Community's vision.

We Value...

A Sense of Community . . . where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and where the City's character, physical form and accessible government contribute to a citizenry that is actively involved in the decision-making process to meet their individual and collective needs.

Our Livable Small Town Feel . . . where the City's size, scale, and land use mixture and government's high-quality customer service encourage personal and commercial interactions.

A Healthy, Vibrant, and Sustainable Economy . . . where the City understands and appreciates the trust our residents, property owners, and business owners place in it when they invest in Louisville, and where the City is committed to a strong and supportive business climate which fosters a healthy and vibrant local and regional economy for today and for the future.

A Connection to the City's Heritage . . . where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and agricultural past.

Sustainable Practices for the Economy, Community, and the Environment . . . where we challenge our government, residents, property owners, and our business owners to be innovative with sustainable practices so the needs of today are met without compromising the needs of future generations.

Unique Commercial Areas and Distinctive Neighborhoods . . . where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.

A Balanced Transportation System . . . where the City desires to make motorists, transit customers, bicyclists and pedestrians of all ages and abilities partners in mobility, and where the City intends to create and maintain a multimodal transportation system to ensure that each user can move in ways that contribute to the economic prosperity, public health, and exceptional quality of life in the City.

Families and Individuals . . . where the City accommodates the needs of all individuals in all stages of life through our parks, trails, and roadway design, our City services, and City regulations to ensure they provide an environment which accommodates individual mobility needs, quality of life goals, and housing options.

Integrated Open Space and Trail Networks . . . where the City appreciates, manages and preserves the natural environment for community benefit, including its ecological diversity, its outstanding views, clear-cut boundaries, and the interconnected, integrated trail network which makes all parts of the City accessible.

Safe Neighborhoods . . . where the City ensures our policies and actions maintain safe, thriving and livable neighborhoods so residents of all ages experience a strong sense of community and personal security.

Ecological Diversity . . . where the City, through its management of parks and open space and its development and landscape regulations, promotes biodiversity by ensuring a healthy and resilient natural environment, robust plant life and diverse habitats.

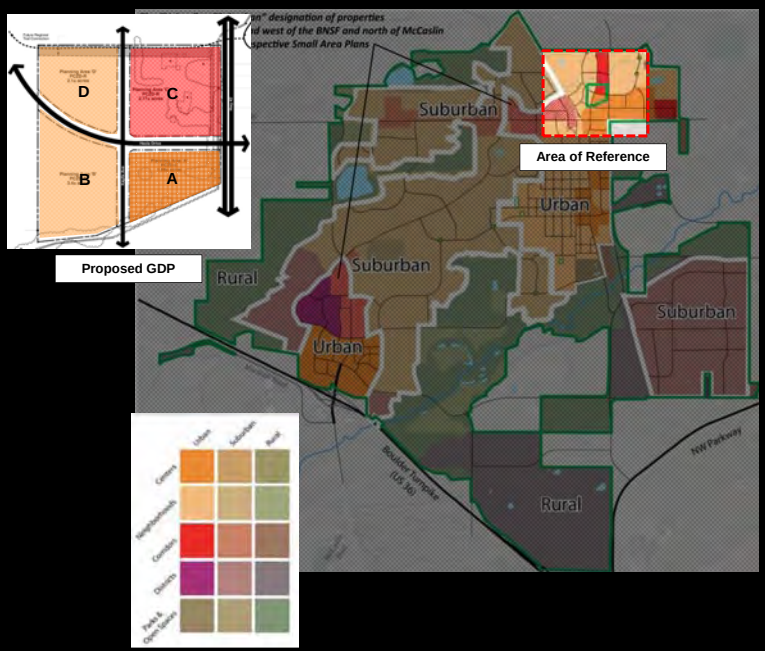
Excellence in Education and Lifelong learning . . . where the City allocates the appropriate resources to our library services and cultural assets and where the City actively participates with our regional partners to foster the region's educational excellence and create a culture of lifelong learning within the City and Boulder County.

Civic Participation and Volunteerism . . . where the City engages, empowers, and encourages its citizens to think creatively, to volunteer and to participate in community discussions and decisions through open dialogue, respectful discussions, and responsive action.

Open, Efficient and Fiscally Responsible Government . . . where the City government is approachable, transparent, and ethical, and our management of fiscal resources is accountable, trustworthy, and prudent.

Staff finds the proposed annexation and initial zoning request complies with the Comprehensive Plan's Vision Statement and Core Community Values.

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan – Framework Plan



245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan – Framework Plan: Land Uses

Land Uses

	Proposal	Comprehensive Plan
Planning Area A	PCZD – C/R	Mixed Use (Uses in 17.72.080 & 17.72.090)
Planning Area B	PCZD – R	Neighborhood (Uses in 17.72.080)
Planning Area C	PCZD – R	Mixed Use (Uses in 17.72.080 & 17.72.090)
Planning Area D	PCZD – R	Neighborhood (Uses in 17.72.080)

Densities

	Proposal	Comprehensive Plan
Planning Area A	15 DU/Ac	up to F.A.R. 1.0, or 30 DU/Ac
Planning Area B	30 DU/Ac	match adjacent neighborhoods (30DU/ac)
Planning Area C	25 DU/Ac	up to F.A.R 1.0 / .5; or 25 DU/Ac
Planning Area D	15 DU/Ac	match adjacent neighborhoods (15 DU/ac)

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan – Framework Plan: Proposed Yard and Bulk

Hwy 42 and South boulder Road Urban Center:

Parking: On-site private parking associated with a particular use. Allowance for shared parking agreements

Building Height: 2-3 Stories

Building Form and Design:
1. Ground floor oriented towards the street.
2. Ground floor activated with retail and commercial uses and pedestrian scaled development.
3. Provide buildings which transition in scale to adjacent neighborhoods.

Block Length: 300-400 Feet

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Proposed Yard and Bulk

Hwy 42 and South boulder Road Urban Corridor:

Parking: Majority on-site private parking associated with a particular use with allowance for shared parking agreements.

Building Height: 2-3 Stories

Building Form and Design:

1. Ground floor is oriented towards the Arterial Road and / or a secondary street.
2. Provide buildings which transition in scale and mass to adjacent neighborhoods on the back of the property

Block Length: 300-400 Feet

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Proposed Yard and Bulk

Bulk & Dimension Standards

	Planning Area 'A'*	Planning Area 'B'*	Planning Area 'C'*	Planning Area 'D'*
Min. Lot Area	7,000 sf	7,000 sf	7,000 sf	7,000 sf
Min. Lot Width	60'	60'	60'	60'
Max. Lot Coverage	40%	40%	40%	40%
Building Setbacks				
Min. Front Yard Setback (Principle Uses)	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks
Min. Side Yard Setback (Principle Uses)	3'	3'	3'	3'
Min. Side Yard Setbacks (Accessory Uses)	3'	3'	3'	3'
Min. Rear Yard Setback (Principle Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Min. Rear Yard Setbacks (Accessory Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Setback from Hwy 42 ROW	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 40' min from PL (10' from ROW Easement)[6]	N/A	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 45' min from PL (15' from ROW Easement)[6]	N/A
Setback from Collector Street ROW	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]
Setback from Local Street ROW	Parking: 10' Building: 5' [4]	Parking: 10' Building: 5' [4]	Parking: 10' Building: 5' [4]	Parking: 10' Building: 5' [4]
Setback From Parks and Open Space	0'	0'	0'	0'
Min Building Separation	6'	6'	6'	6'
Max Building Height				
Principle Uses	2-3 stories / 50' max. height [1,8,9]	2-3 stories [4,5]	2-3 stories [4,5]	2-3 stories [4,5]
Accessory Uses	30'	30'	30'	30'

[1] The 50' max building height accommodates two specific instances, a) in Planning Area A a two story commercial building with a steeply pitched 'barn-like' roof form is proposed and b) in Planning Area B a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.
[2] The 33% portion of the mulit-family building façade with 0' setback has a maximum width of 12' to maintain pedestrian mass and scale along the street front.
[3] Stoop, steps, covered porch, awning, or sunshading elements are permitted within the 5' setback.
[4] Third floors of multifamily buildings shall step back a minimum of 5' for a minimum of 50% of any given frontage.
[5] Roof forms shall have a mix of pitched, sloped, or flat roof types that vary in orientation for a dynamic skyline.
[6] Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.
[7] Design Standards will be submitted in conjunction with the the submittal of the Final Development Plan

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Neighborhood Housing Principles and Policies

PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

Policy NH-5.1: Housing should meet the needs of seniors, empty-nesters, disabled, renters, first-time homebuyers and all others by ensuring a variety of housing types, prices, and styles are created and maintained.

Policy NH-5.2: The City should continue to work with Boulder County Housing Authority and others to ensure an adequate supply of affordable housing is available in Louisville.

Policy NH-5.3: Higher density housing should be located primarily in the centers and corridors of the Framework.

Policy NH-5.4: Potential measures to increase housing type and price diversity should be evaluated, including allowing accessory dwelling units in established neighborhoods only if the essential character of the neighborhood can be preserved.

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Neighborhood Housing Principles and Policies

PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

Policy NH-5.5: Regional changes to job and housing markets should continually be evaluated to address regional opportunities and constraints.

Policy NH-5.6: New housing should address defined gaps in the housing market that exist today and into the future.

Policy NH-5.7: The City should define standards for low income and affordable housing units, and consider reducing or waiving building permit and impact fees for all qualifying projects.

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Neighborhood Housing Principles and Policies

PRINCIPLE NH-6. The City should define City-wide goals for affordable and low-income housing through a public process.

Policy NH-6.1: The City should determine to what extent it would like to allow, encourage, or incentivize affordable and low-income housing.

Policy NH-6.2: The City should develop specific and achievable actions to meet the defined goals.

245 NORTH 96TH STREET ANNEXATION

Zoning Map

245 NORTH 96TH STREET ANNEXATION
Intergovernmental Agreements
Boulder County

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF LOUISVILLE,
THE LOUISVILLE HOUSING AUTHORITY, AND THE BOULDER COUNTY HOUSING AUTHORITY
CONCERNING AFFORDABLE HOUSING WITHIN THE CITY OF LOUISVILLE

City and County agreed:

1. *County would own and manage the City's 116 affordable housing units along with the County's existing 30 units in Louisville. (146 total)*

2. *County agreed to build an additional 15 units in Louisville within the next five years*

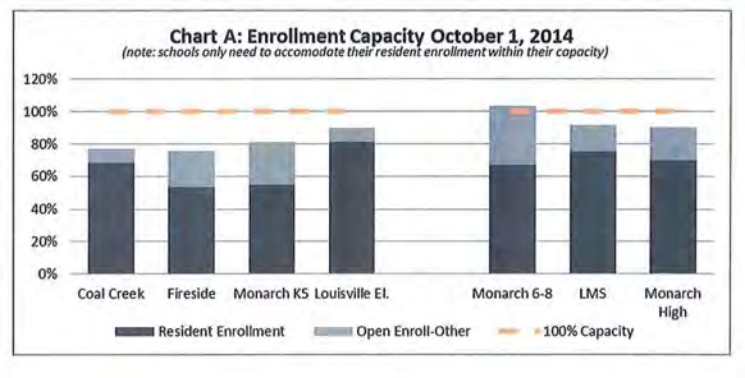
245 NORTH 96TH STREET ANNEXATION
Referrals
Louisville Fire District

1. *The Fire District Stated they could serve the property; and,*

2. *Specific service requirements will be reviewed during the Preliminary and Final Planned Unit Development (PUD)*

245 NORTH 96TH STREET ANNEXATION
Referrals
Boulder Valley School District

1.Expected Student Impact:
- *Louisville Elementary School – 20 Students*
- *Louisville Middle School – 7 Students*
- *Monarch High School – 11 Students*



245 NORTH 96TH STREET ANNEXATION
Referrals
Boulder Valley School District

Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:
- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

245 NORTH 96TH STREET ANNEXATION

Referrals

Boulder Valley School District

Current Actions

1) *Enrollment growth continues to be managed by restricting open enrollment. The 50 open enrolled seats will eventually be available to new resident students.*
2) *The preschool program has been relocated to Fireside Elementary;*
3) *Current computer lab space has been converted for classroom use;*

Future Possibilities (should the projections materialize)

1) *Additional changes in offered programming;*
2) *The addition of portable classrooms;*
3) *The addition of permanent classrooms;*
4) *busing of students; or*
5) *changes to attendance boundaries.*

245 NORTH 96TH STREET ANNEXATION

DRAFT Fiscal Impact

General Development Plan

- 231 units and 13,500 sf of commercial

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	($164,799)
On-Going (Capital)	$30,773
On-Going (Net Revenue)	($134,027)
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	($871,327)

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

H:\143081-Louisville BCHA Aikens Neighborhood Fiscal\Models\[143081-BCHA - 245 N 96th Street Fiscal_0126 2015.xlsx]Summary

PLANNING COMMISSION

Discussion:
- fiscal impact,
- affordable housing goals,
- school enrollment, and
- street network enhancements

Recommendation
Planning Commission voted 7-0 to recommend City Council approve the initial zoning

RECOMMENDATION

Staff recommends City Council approve the following:

1. Resolution No. 9, Series 2015, a resolution finding the area proposed for the 245 North 96th Street Annexation eligible for annexation into the City of Louisville. The applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met;

2. Ordinance 1679, Series 2015, an ordinance approving an annexation, known as the 245 North 96th Street Annexation to the City of Louisville on 1ST reading and set a 2nd reading and public hearing for March 3, 2015; and,

3. Ordinance 1680, Series 2015, an ordinance zoning as planned community zone district - commercial / residential (PCZD – C/R) certain property annexed into the City of Louisville and known as the 245 North 96th Street Annexation on 1ST reading and set a 2nd reading and public hearing for March 3, 2015.

RESOLUTION NO. 9
SERIES 2015

A RESOLUTION CONCERNING A PETITION FOR THE ANNEXATION OF PROPERTY TO THE CITY OF LOUISVILLE, COLORADO, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION, AND FINDING THE AREA PROPOSED TO BE ANNEXED ELIGIBLE FOR ANNEXATION

WHEREAS, a petition for annexation of property described in Exhibit A attached hereto, to be known as the 245 North 96th Street Annexation, has been filed with the City Council of the City of Louisville; and

WHEREAS, pursuant to state law, the City Council held a hearing and desires to adopt by Resolution its findings in regard to the petition and eligibility for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council finds and concludes that:

1. The applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met, including without limitation:

   a. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Louisville.

   b. A community of interest exists between the area proposed to be annexed and the City of Louisville.

   c. The area proposed to be annexed is urban or will be urbanized in the near future.

   d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Louisville.

   e. No land within the boundary of the territory proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.

   f. No land within the boundary of the area proposed to be annexed which is

held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more, and which, together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars ($200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been included within the area proposed to be annexed without the written consent of the landowners.

g. No annexation proceedings have been commenced for any portion of the territory proposed to be annexed for the annexation of such territory to another municipality.

h. The annexation of the territory proposed to be annexed will not result in the detachment of area from any school district.

i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Louisville more than three miles in any direction from any point of the boundary of the City of Louisville in any one year.

j. The Comprehensive Plan adopted by the City Council of the City of Louisville shall serve as the plan to be in place, pursuant to Section 31-12-105(1)(e), C.R.S.

k. Any portion of a platted street or alley to be annexed will result in the entire width of the street or alley having been included within and made a part of the City of Louisville and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed to the City of Louisville but is not bounded on both sides by the City of Louisville.

2. No election for annexation of the area proposed to be annexed has been held in the preceding twelve months, and no election is required under Sections 31-12-107(2) or -112, C.R.S, or Section 30(1)(a) of Article II, Colo. Const.

3. No additional terms and conditions are to be imposed other than those set forth in the annexation petition or otherwise agreed to by all owners, which are not to be considered additional terms and conditions within the meaning of Sections 31-12-107(1)(g), or -110(2), or -112, C.R.S.

4. The landowners of one hundred percent (100%) of the areas proposed to be annexed signed the petition requesting annexation, in compliance with Article II, Section 30 of the Colorado Constitution and Section 31-12-107(1), C.R.S.

Section 2. The City Council concludes that all statutory requirements have been met, that the proposed annexation is proper under the laws of the State of Colorado and the area proposed to be annexed is eligible for annexation to the City. The City Council, acting in its legislative capacity and pursuant to authority granted to it by state law, may approve or disapprove one or more ordinances annexing the subject property to the City of Louisville.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH $55^0$09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH $83^0$50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH $67^0$30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH $66^0$49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

ORDINANCE NO. 1679
SERIES 2015

AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION

WHEREAS, pursuant to Ordinance No.__, Series 2015, the City annexed certain unincorporated property, referred to as the 245 North 96th Street Annexation and described in Exhibit A attached hereto (the "245 North 96th Street Annexation"); and

WHEREAS, the City Council must provide for the initial zoning of the 245 North 96th Street Annexation; and

WHEREAS, the landowner has requested a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification for the 245 North 96th Street Annexation, in accordance with Title 17 of the Louisville Municipal Code (LMC); and

WHEREAS, the City Council has provided notice of its public hearing on said zoning request in the manner required by law; and

WHEREAS, the 245 North 96th Street Annexation is subject to the 2013 Louisville Comprehensive Plan (the "Plan"); and

WHEREAS, the Plan designates the area around and including the 245 North 96th Street Annexation for urban center, urban corridor, and urban neighborhood character development; and

WHEREAS, the Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification is most appropriate for the 245 North 96th Street Annexation, given its size, location, development, and the surrounding zoning; and

WHEREAS, the City Council finds that a City zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) is consistent with the purposes and intent of the Plan and appropriate under the Plan and the City's zoning regulations; and

WHEREAS, pursuant to Section 17.72.020 of the Louisville Municipal Code, the 245 North 96th Street Annexation is eligible for a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification by way of an amendment adding such property to the existing Planned Community Zone District contiguous to the property; and

WHEREAS, after a duly noticed public hearing held January 8, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 8, 2015, the Louisville Planning Commission has recommended the City Council approve a zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the 245 North 96th Street Annexation; and

WHEREAS, City Council has reviewed the recommendation of the Louisville Planning Commission, and desires to apply a zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the 245 North 96th Street Annexation; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. That certain property known as the 245 North 96th Street Annexation, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof, is hereby zoned Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the uses permitted in the approved PCZD General Development Plan Amendment governing such property, a copy of which General Development Plan Amendment is attached hereto as Exhibit B, and the City zoning map shall be amended accordingly.

Section 2. The City Council hereby approves the Takoda General Development Plan – 2nd Amendment for 245 North 96th Street Annexation property.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 17th day of February, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light | Kelly, P.C.,

City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 3rd day of March, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

DRAFT

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

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BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

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SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

DRAFT

ORDINANCE NO. 1680
SERIES 2015

AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO

WHEREAS, a petition for annexation of certain unincorporated property, to be known as the 245 North 96th Street Annexation, and described in Exhibit A attached hereto, has been filed with the City Council of the City of Louisville; and

WHEREAS, pursuant to Sections 31-12-108 to -110, C.R.S., as amended, the City Council on February 17, 2015, held a duly-noticed hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published January 16, 23, 30, and February 6, 2015 in the Boulder Daily Camera newspaper; and

WHEREAS, the City Council, by resolution, has determined that the petition is in substantial compliance with the applicable laws of the State of Colorado, that the area proposed to be annexed is eligible for annexation, and further has determined that an election is not required, and further found that no additional terms and conditions are to be imposed upon said annexation except any provided for in said petition, the annexation agreement, or otherwise agreed to by all owners, which are not to be considered additional terms and conditions within the meaning of Sections 31-12-107(1)(g), or -110(2), or -112, C.R.S.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The annexation to the City of Louisville of the property described in Exhibit A, attached hereto and incorporated herein by this reference, and known as the 245 North 96th Street Annexation, is hereby approved and such property is made a part of and annexed to the City of Louisville.

Section 2. The annexation of said territory is subject to the conditions provided for in the petition for annexation of said property filed with the City of Louisville and the terms and conditions of the annexation agreement for the property.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2015.

_____

Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light, Kelly P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH $55^0$09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH $83^0$50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH $67^0$30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH $66^0$49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between BOULDER COUNTY HOUSING AUTHORITY, a Colorado county housing authority, hereinafter referred to as "BCHA" or the "Owner," and the CITY OF LOUISVILLE, a municipal corporation of the State of Colorado, hereinafter referred to as "Louisville" or "the City." The City and Owner shall be referred to herein collectively as the "Parties."

Recitals

A. Owner desires to annex to Louisville the 13.404-acre parcel of property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

B. Owner executed a petition to annex the Property ("Annexation Petition"), which petition is on file with the City Clerk.

C. The Annexation Petition is signed by 100% of the owners of the Property excluding public streets and alleys.

D. Annexation of the Property to Louisville is consistent with the Intergovernmental Agreement effective July 9, 1996 among the City, the City of Lafayette, and Boulder County concerning the Lafayette/Louisville Buffer Comprehensive Development Plan, as amended (the "CDP IGA"), which designates the Property as within the Louisville Influence Area, as that term is defined therein.

E. Annexation of the Property to Louisville is consistent with the Intergovernmental Agreement effective August 28, 2012 among the City, the Louisville Housing Authority, BCHA, and Boulder County concerning Affordable Housing within the City of Louisville ("Affordable Housing IGA"), which requires that BCHA increase the number of affordable housing units it owns, controls, or manages within the City within five years of the effective date of the Affordable Housing IGA.

F. It is to the mutual benefit of the Parties to enter into this Agreement.

G. Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the City, as they may be amended from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the City. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.

3. Further Acts. Owner agrees to execute, promptly upon request of Louisville, any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Louisville.

4. Annexation Fees. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Louisville to be necessary to accomplish the annexation, and agrees to pay Louisville an "Annexation and Initial Zoning Fee" in the amount of six thousand four hundred and fifteen dollars ($6,415.00).

5. Action on Petition. Louisville shall act upon the Annexation Petition within six months of the date of filing with the City Clerk, unless Owner consents to later action.

6. Zoning and Development. The Parties recognize that it is the intent and desire of Owner to develop the Property under a Planned Community Zone District – Commercial/Residential ("PCZD-C/R") zoning designation, and that the granting of such zoning of the Property by the City to "PCZD-C/R" is a condition to annexation of the Property. This condition to annexation shall be deemed satisfied and of no further effect 45 days after the date of publication of Ordinance No. _____, Series 2015, approving such PCZD-C/R zoning. Owner shall take all action necessary to permit zoning by Louisville of the annexed Property within the time prescribed by state statutes and Section 17.44.080 of the Louisville Municipal Code. Owner further agrees that development of the Property under the PCZD-C/R zoning shall be subject to the following terms and conditions, which are conditions to the annexation of the Property:

a. Age-Restricted Housing. Residential development of the Property shall include not less than 70 residential units that are age-restricted for occupancy by persons fifty-five years of age or older, subject to approval of such age restriction by Housing and Urban Development (HUD) Office of Fair Housing.

b. Affordable Units. In addition to the requirements of paragraph a, no less than 25% of the total amount of all residential units developed on the Property shall be affordable units for which the maximum rents and income limits do not exceed those listed for Boulder County in the Colorado Housing and Finance Authority's ("CHFA") Income and Rent Tables, as amended, for tenants earning at or below 60% of the Area Median Income ("AMI"), as adjusted for family size and number of bedrooms. (Thus, for example, if the Property is developed for 231 residential units, 58 units shall be affordable units which shall be income restricted at or below 60% AMI.) Each affordable unit shall be maintained as such for a period of not less than thirty consecutive years from the date of initial occupancy of the unit. The affordable units

shall be provided by the Boulder County Housing Authority ("BCHA"), either in its own name or in the name of entities that BCHA owns, controls, or manages.

c. Related Provisions. The minimum requirements for age-restricted housing and affordable units set forth in paragraphs a and b above are separate and distinct, and no unit may be designated as both an affordable unit and an age-restricted unit for purposes of this Agreement. Owner otherwise shall in its discretion designate the age-restricted and affordable housing units to ensure the above minimum requirements are met. Nothing herein shall preclude the provision of additional age-restricted housing or affordable units above the minimum requirements set forth in paragraphs a and b, above. Owner shall execute and record all covenants, restrictions and other documents and take all other actions necessary to ensure the provision and maintenance of the above-required minimum number of age-restricted and affordable units.

7. Dedications. Owner agrees to dedicate such easements and rights-of-way for public streets, drainage, utilities and other public purposes as are required by City ordinances and resolutions, in a form mutually agreeable to the Parties and in locations identified on the final plat(s) for the Property; provided, however, Owner agrees to dedicate such rights-of-way and easements at such earlier time as is reasonably determined by the City to be required for commencement of construction of such streets or for extension of utilities or drainage improvements. At or prior to the recording of the first final plat for the Property, Owner shall comply with the public land dedication requirements of section 16.16.060.B of the Louisville Municipal Code, either by the dedication of land or payment in lieu of dedication, as the City shall determine.

8. Public Improvements - General. Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property to the extent required by City ordinances and resolutions and other applicable standards and agreements, subject to any reimbursement which may be provided for in such ordinances, resolutions, standards, and agreements; to make such other improvements as required by City ordinances and resolutions; to guarantee construction of all required improvements; and, if requested by Louisville, to dedicate to Louisville any or all other improvements required by City ordinances and resolutions and other applicable standards.

9. Public Improvements – Streets. Owner shall at its expense design and construct (i) Hecla Drive from Highway 42 through the Property to connect with the existing Hecla Dive west of the Property; (ii) Kaylix Avenue for its full length north-south through the Property; and (iii) all Highway 42 street improvements along the full frontage of the Property, including without limitation, piping of existing ditches. The foregoing improvements shall be completed with the first phase of public improvements for development of the Property, in accordance with the approved final plat(s) and associated subdivision agreement(s) and City-approved construction plans.

10. Traffic Signal. Owner shall be responsible for and shall pay or reimburse the City for 50% of the cost of a traffic signal installation at the intersection of Hecla Drive and Highway 42. In fulfillment of such obligation, Owner shall pay to the City, within 30 days of the date of

CDOT's issuance of its written approval for the traffic signal installation, an amount equal to 50% of the then-current City engineering estimate of cost of the traffic signal installation based upon a mutually acceptable industry standard for cost estimating. The City shall apply such funds to capital costs incurred for installation of the traffic signal.

11. Trail Improvements. Owner shall at its expense design and construct trail connections and improvements throughout the Property connecting, in accordance with the approved final plat(s), to existing and planned trails within the City. Such improvements shall include without limitation construction of the regional trail connection along the north boundary of the Property, which shall be completed with the first phase of public improvements for development of the Property, in accordance with the approved final plat(s) and associated subdivision agreement(s) and City-approved construction plans.

12. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all applicable City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable City ordinances. In the event the Property or any portion thereof is disconnected at Owner's request, Louisville shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such disconnected property or portion thereof.

15. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid; provided, however, that in the event such invalidation would render the remaining portions of this Agreement ineffective to carry out the intentions of the Parties as expressed or implied by this Agreement, then the Parties shall negotiate in good faith for an amendment to this Agreement to replace such objectionable provision(s) with an enforceable provision which effectuates, as nearly as possible, the intentions of Parties.

16. Municipal Services. Louisville agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included

within the boundaries of and is entitled to receive such services from the Louisville Fire Protection District.

17. Water Rights. With respect to Section 16.32.030(G) of the Louisville Municipal Code, as amended, and existing City policy as set forth in Resolution No. 6, Series 2007, as amended, Owner represents to the City that it owns no water rights appurtenant to the Property, nor any other water rights available for dedication to the City. The City agrees that Owner will not be required to dedicate any water rights to the City at any time and will instead pay water tap fees to the City upon issuance of building or tap permits in accordance with City ordinances. The City acknowledges that compliance with the foregoing will satisfy the requirements of the City Code and policy regarding the dedication of Raw Water Credits in connection with annexation of the Property.

18. Special District Inclusion. The Property shall be included into the Northern Colorado Water Conservancy District (NCWCD), and the Municipal Subdistrict, prior to receiving water service from the City of Louisville. Further, Owner shall petition to include the Property into the NCWCD and Municipal Subdistrict at its expense.

19. Future Cooperation. The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this Agreement, and will execute such additional documents as necessary to effectuate the same.

20. Amendment. This Agreement may be amended by the City and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the Property. Such amendments shall be in writing, shall constitute covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties hereto.

21. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

22. Indemnification. To the extent permitted by law, Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Property, or which are in any manner connected with Louisville's enforcement of this Agreement, limited to the extent such liability is caused by Owner. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against, or at the City's option, to pay, to the extent there exists a conflict of interest between the Parties, the reasonable attorney's fees for defense counsel of the City's choice for, any such liability, claim, or demand, limited to the extent such liability is caused by Owner. The Parties agree to

mutually cooperate in the defense of any alleged or threatened claim, challenge, demand or liability.

23. Owner. As used in this Agreement, the term "Owner" and "the City" or "Louisville" shall include any of the applicable heirs, transferees, successors, or assigns of such Parties, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

24. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein or otherwise set forth in future documents approved by the City, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon Owner.

25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Parties hereto, and shall constitute covenants running with the land. This Agreement and any amendments hereto shall be recorded with the County Clerk of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

26. Failure to Annex. This Agreement shall be null and void if the City fails to approve the annexation of the Property.

27. Legislative Discretion. Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion and/or quasi-judicial determination of the City Council of the City. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of legislative discretion by the City Council or through the exercise of the powers of initiative or referendum, any action with respect to the property herein contemplated is not taken, then Owner's sole and exclusive remedy for any breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the Annexation Petition by Owner, or disconnection from the City in accordance with state law, as may be appropriate. Owner specifically waives all rights and claims to any other remedies available at law or in equity for any breach of this Agreement accompanied by the exercise of any such discretion, including but not limited to discretion exercised by the rights of initiative or referendum.

28. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City: City of Louisville

City Manager
749 Main Street
Louisville, CO 80027
Fax: (303) 673-9043

Notice to Owner: Boulder County Housing Authority
P.O. Box 741
Boulder, CO 80301

29. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

30. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties hereto and their respective heirs, transferees, successors, and assigns, and is not intended to nor shall it be deemed to confer rights to any other persons or entities.

31. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Boulder County, Colorado or the federal district court for Colorado.

32. Headings. The section headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

33. Authority & Counterparts. Owner warrants to the City that it is the record owner of the Property described on Exhibit "A" and that its undersigned signatory has been duly authorized to execute this Agreement on behalf of Owner. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

OWNER
BOULDER COUNTY HOUSING AUTHORITY,
a Colorado county housing authority

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____ 201____, by _____, as _____ of Housing Authority of the County of Boulder, Colorado, a Colorado county housing authority.

Witness my hand and seal.
My commission expires on:_____

_____
(Notary Public)

(SEAL)

CITY OF LOUISVILLE

By:_____
Robert P. Muckle, Mayor

ATTEST:

By:_____
Nancy Varra, City Clerk

DRAFT

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

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THENCE NORTH $66^0$49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

RESOLUTION NO. 02
SERIES 2015

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION

WHEREAS, there is an application before the City Council to annex into the City certain unincorporated property, referred to as 245 North 96th Street Annexation and described in Exhibit A attached hereto (the "245 North 96th Street Annexation"); and

WHEREAS, the City Council must provide for the initial zoning of the 245 North 96th Street Annexation; and

WHEREAS, the landowner has requested a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification for the 245 North 96th Street Annexation, in accordance with Title 17 of the Louisville Municipal Code (LMC); and

WHEREAS, the 245 North 96th Street Annexation is subject to the 2013 Louisville Comprehensive Plan (the "Plan"); and

WHEREAS, the Plan designates the area around and including the 245 North 96th Street Annexation for urban center, urban corridor, and urban neighborhood character development; and

WHEREAS, the Planned Community Zone District – Commercial / Residential (PCZD – C/R) is most appropriate for the 245 North 96th Street Annexation, given its size, location, development, and the surrounding zoning; and

WHEREAS, the Planning Commission finds that a City zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) is consistent with the purposes and intent of the Plan and appropriate under the Plan and the City's zoning regulations; and

WHEREAS, pursuant to Section 17.72.020 of the Louisville Municipal Code, the 245 North 96th Street Annexation is eligible for a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification by way of an amendment adding such property to the existing Planned Community Zone District contiguous to the property; and

WHEREAS, after a duly noticed public hearing held January 8, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 8, 2015, the Louisville Planning Commission has recommended the City Council approve a zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the 245 North 96th Street Annexation; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance zoning as Planned Community Zone District – Commercial / Residential (PCZD – C/R) certain property to be annexed into the City of Louisville and known as the 245 North 96th Street Annexation.

PASSED AND ADOPTED this 8th day of January, 2015.

By: _____
Chris Pritchard, Chairman
Planning Commission

Attest: _____
Ann O'Connell, Secretary
Planning Commission

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

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A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

City of Louisville

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Boulder County Housing Authority
Contact: Norrie Boyd
Address: 2525 13th St
Boulder, CO
Mailing Address: PO Box 471
Boulder, CO 80306
Telephone: (303) 441-1506
Fax:
Email: Nboyd@BoulderCounty.org

OWNER INFORMATION

Firm: Boulder County Housing Authority
Contact: Norrie Boyd
Address: 2525 13th St
Boulder, CO
Mailing Address: PO Box 471
Boulder, CO 80306
Telephone: (303) 441-1506
Fax:
Email: Nboyd@BoulderCounty.org

REPRESENTATIVE INFORMATION

Firm: Barrett Studio Architects
Contact: Nicole Delmage
Address: 1944 20th St
Boulder, CO 80302
Mailing Address: Same
Telephone: (303) 449-1141
Fax:
Email: Nicole@barrettstudio.com

PROPERTY INFORMATION

Common Address: 245 N 96th St
Legal Description: Lot _____ Blk _____
Subdivision TR South Central NBR 145 820
Area: 13.404 Acres ~~Sq. Ft.~~

TYPE (S) OF APPLICATION

- [x] Annexation
- [x] Zoning
- [ ] Preliminary Subdivision Plat
- [ ] Final Subdivision Plat
- [ ] Minor Subdivision Plat
- [ ] Preliminary Planned Unit Development (PUD)
- [ ] Final PUD
- [ ] Amended PUD
- [ ] Administrative PUD Amendment
- [ ] Special Review Use (SRU)
- [ ] SRU Amendment
- [ ] SRU Administrative Review
- [ ] Temporary Use Permit: _____
- [ ] CMRS Facility: _____
- [ ] Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary:
This proposed annexation and zoning initiates the process for the development of affordable senior housing, affordable multi-family housing, art center and artist co-housing on the former Alkonis site.

Current zoning: RR Boulder County Proposed zoning: PCZD-C/R

SIGNATURES & DATE

Applicant: Frank L. Alexander
Print: Frank Alexander, BCHA
Owner: Frank L. Alexander
Print: Frank Alexander, BCHA
Representative: _____
Print: Nicole Delmage, BSA

CITY STAFF USE ONLY

- [ ] Fee paid: _____
- [ ] Check number: _____
- [ ] Date Received: _____

Boulder County

Housing Authority

2525 13th Street, Suite 204 • Boulder, Colorado 80304 • Tel: 303.441.3929 Fax: 720.564.2283
www.bouldercountyhhs.org

Troy Russ, Director of Planning and Building Safety
City of Louisville
749 Main Street
Louisville, CO 80027

October 6, 2014

Dear Mr. Russ:

The Boulder County Housing Authority is pleased to submit this application for annexation of the property located at 245 N. 96th into the City of Louisville. As the last significant parcel of land identified for annexation into Louisville, the site, located at the northwest corner of Highway 42 and South Boulder Road, presents a unique opportunity for BCHA to help create diverse housing opportunities for residents of varying income levels as part of a mixed-use, sustainable neighborhood.

BCHA currently owns and operates 146 units in Louisville – far short of the number of units required to meet the demand for affordable housing. The City of Louisville recognized this pressing need for more affordable units in 2012 when it entered into an intergovernmental agreement with BCHA and the Louisville Housing Authority (the "IGA"). Under the IGA, BCHA committed to expand affordable options in Louisville within five years by adding at least 15 units to its portfolio. Since that IGA was signed, the City reaffirmed the need to ensure an adequate supply of affordable housing in its 2013 Comprehensive Plan, as part of a mix of housing types and pricing to meet the changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

We look forward to working with your staff, Louisville residents, and the Boulder County community to help make this vision a reality.

Thank you for your consideration of our request, and please feel free to contact me if you have any questions.

Sincerely,

Frank L. Alexander

Frank Alexander
Director, Boulder County Department of Housing and Human Services

Exhibit "B"

(Signed Petition for Annexation)

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Louisville and its City Council for annexation to the City of Louisville of the unincorporated territory, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference, located in the County of Boulder and the State of Colorado, and to be known as the 245 North 96th Street Annexation to the City of Louisville.

As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Louisville.

2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:

    a. Not less than one sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Louisville or will be contiguous with the City of Louisville within such time as required by Section 31-12-104.

    b. A community of interest exists between the area proposed to be annexed and the City of Louisville.

    c. The area proposed to be annexed is urban or will be urbanized in the near future.

    d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Louisville.

    e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.

    f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars ($200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been

included within the area proposed to be annexed without the written consent of the landowner or landowners.

g. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for this annexation of such area to another municipality. The area proposed to be annexed is not part of any incorporated city, city and county, or town.

h. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district.

i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Louisville more than three miles in any direction from any point of the boundary of the City of Louisville in any one year.

j. The Territory proposed to be annexed is 13.404 acres in total area.

k. Prior to completion of the annexation of the area proposed to be annexed, a general development plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Louisville, and the proposed land uses for the area.

l. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Louisville.

m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.

3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

   The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.

4. The development standards applicable to this annexation as provided in the Louisville Municipal Code, Chapter 16.32, as amended, have been or will be met by this annexation.

5. Accompanying this petition are four copies of an annexation map containing the following information:

    a. A written legal description of the boundaries of the area proposed to be annexed;

    b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;

    c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

    d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Louisville and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.

6. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Louisville, except for general property taxes of the City of Louisville, which shall become effective as of the January 1 next ensuing.

7. The zoning classification requested for the area proposed to be annexed is Planned Community Zone District – C/R, as shown on the zoning map attached hereto and incorporated herein.

   The petitioners agree that said annexed lands shall be brought under the provisions of Title 17 of the Louisville Municipal Code and the map thereunder within ninety (90) days from the effective date of the annexation ordinance.

8. The City of Louisville is capable of furnishing water or sanitary sewer facilities to the area proposed to be annexed.

9. If required by the City, an annexation agreement has been or will be executed. The petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.

10. The petitioners agree to the following terms and conditions, which shall be covenants running with the land, and which may, at the option of the City, appear on the annexation map:

    a. Water rights shall be provided pursuant to City ordinance.

    b. All conditions set out in the annexation agreement executed by the petitioners.

WHEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully request that the City of Louisville, acting through its City Council, approve the annexation of the area proposed be annexed:

SIGNATURE SHEET

Signature of Landowner / Petitioner	Date of signing of each signature	Mailing Address of landowner / petitioner	Are you a Registered elector, resident landowner of the area proposed to be annexed? (Yes or No)	Are you a non-resident landowner of the area proposed to be annexed? (Yes or No)	See Exhibit A, attached hereto and incorporated into this petition by this reference, for the legal description of the land owner by this signer
Frank L. Alexander	12/29/2014	Frank Alexander Boulder County Housing Authority PO Box 471 Boulder, CO 80306	No	Yes	See Exhibit "A"

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annextion of lands to the City of Louisville, Colorado, consisting of 6 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Frank Alexander Circulator

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS
COUNTY OF Boulder)

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this 29th day of December, 20 14.

Witness my hand and official seal.

My commission expires on: 2/10/2018

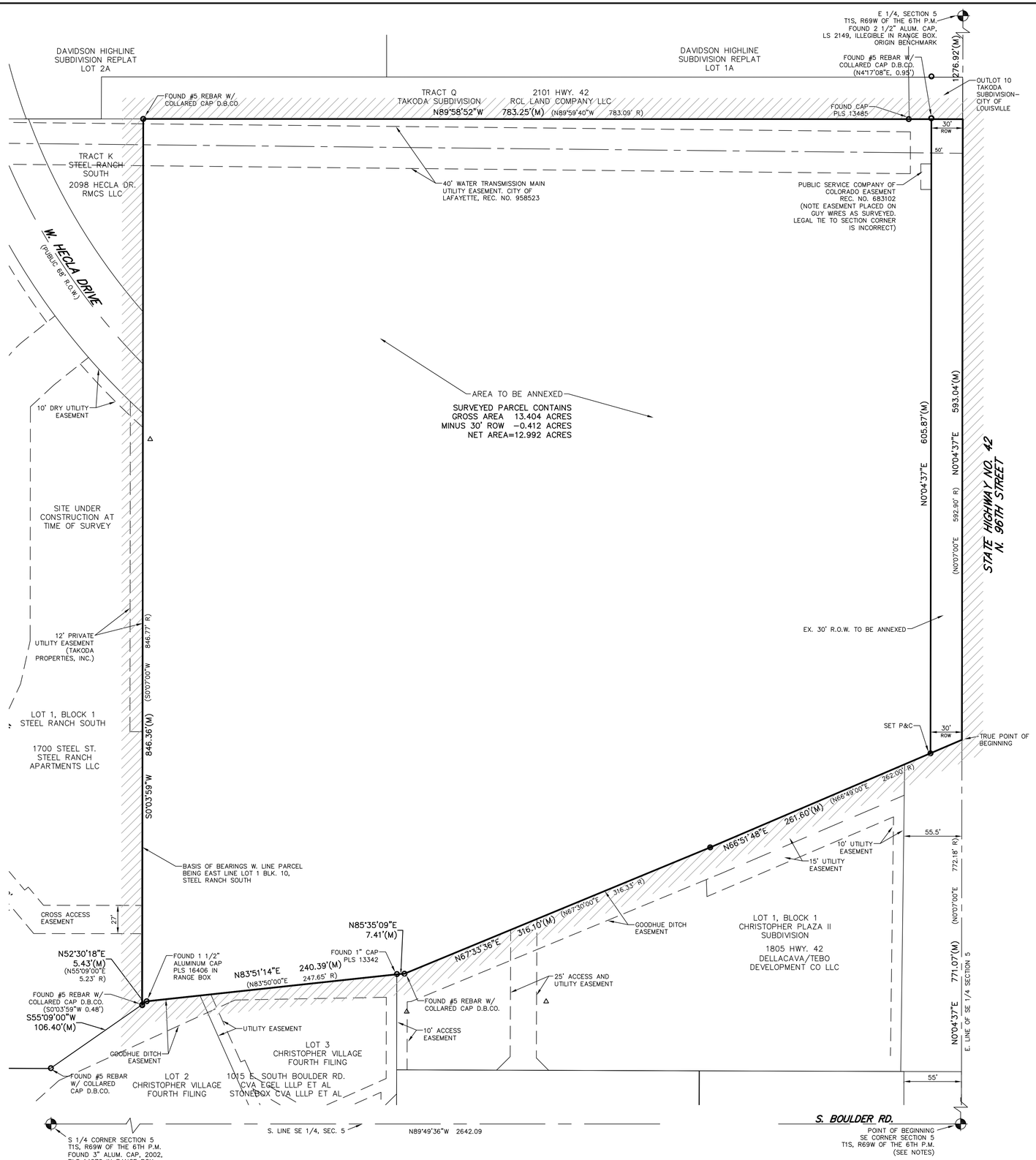
Notary Public

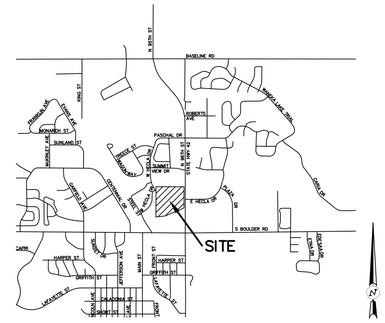
2525 13th St. #204, Boulder, CO

Address

NOTARY PUBLIC
GENEVA Z. BAILEY
(SEAL)
STATE OF COLORADO

245 NORTH 96TH STREET
ANNEXATION MAP NO. 1
LOCATED IN SE 1/4 SECTION. 5, T1S, R69W OF THE 6TH P.M.
COUNTY OF BOULDER
STATE OF COLORADO





VICINITY MAP
SCALE: 1" = 2000'

LEGEND

⊕	PUBLIC LAND CORNER FOUND
○	FOUND MONUMENT AS NOTED
(R)	RECORD COURSE PER LEGAL DESCRIPTION
(M)	MEASURED COURSE PER THIS SURVEY
(S54°08'29"W 0.08')	RECORD OR CALCULATED POSITION TO FOUND MONUMENT
▨	PROPERTY CONTIGUOUS TO EXISTING CITY OF LOUISVILLE LIMITS

TOTAL PERIPHERY OF AREA TO BE ANNEXED	=565,919.30 FEET
ONE SIXTH OF TOTAL PERIPHERY	=94,319.88 FEET
CONTIGUITY TO EXISTING CITY LIMITS	=565,919.30 FEET
OWNER:	BOULDER COUNTY HOUSING AUTHORITY 2525 13TH STREET BOULDER, COLORADO 80304–4104
SURVEYOR:	SCOTT, COX & ASSOCIATES, INC. 1530 55TH STREET BOULDER, COLORADO 80303

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH 89°59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH 55°09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH 83°50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH 67°30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH 66°49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

SURVEY NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED TO THE CITY OF LOUISVILLE, COLORADO.
2. THIS ANNEXATION IS BASED ON AN ALTA/ASCM LAND TITLE SURVEY PREPARED BY SCOTT, COX & ASSOCIATES, PROJECT NO. 12575, DATED 01/14/13.
3. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. CRS–13–80–105 (3)(a)

OWNERS CERTIFICATE

BOULDER COUNTY HOUSING AUTHORITY, BEING THE OWNER OF THAT REAL PROPERTY AS SHOWN ON THE ACCOMPANYING MAP, HAS CAUSED SAID REAL PROPERTY TO BE ANNEXED TO THE CITY OF LOUISVILLE, COLORADO.

_____ _____
BY DATE

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____

WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES: _____

[SEAL]

_____
NOTARY PUBLIC

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP WAS MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF LOUISVILLE, COLORADO, AND THAT AT LEAST ON SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT CITY OF LOUISVILLE, COLORADO.

A. JOHN BURI, PLS 24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

COLORADO REGISTERED A. JOHN BURI 24302 PROFESSIONAL LAND SURVEYOR

CITY COUNCIL CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20__ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. ORDINANCE NO. _____ SERIES OF _____

_____ _____ ATTEST: _____
MAYOR CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK __. M., THIS _____ DAY OF _____, 20_____, AND IS RECORDED AT RECEPTION NO. _____.

FEES _____ _____
RECORDER

_____
DEPUTY

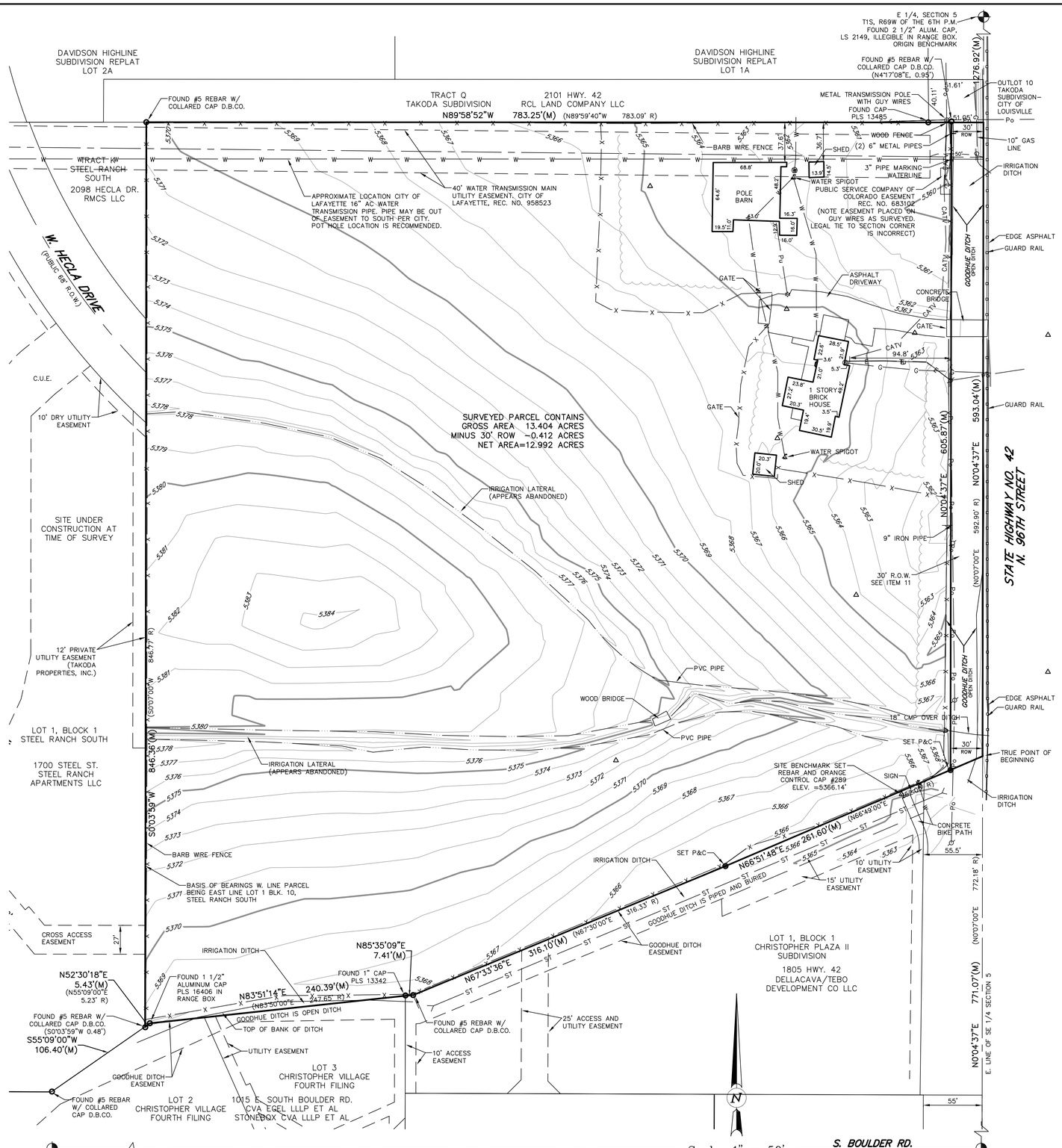
N

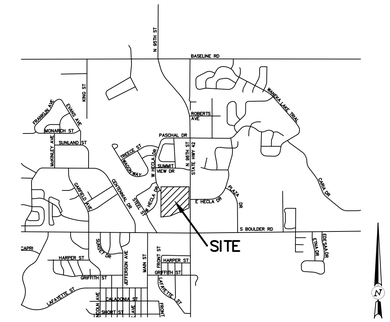
Scale: 1" = 50'
U.S. SURVEY FEET
0 25 50 100

ANNEXATION MAP
245 NORTH 96TH STREET
BOULDER COUNTY, COLORADO

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 – 3051

Designed by AJB	Date	Scale	Drawing no.	Sheet
Drawn by JAS	10/06/14	1"=50'	14524A–1	1
Checked by AJB	Revision	Description	Date	Project no.
	1	CITY COMMENTS	12/12/14	14524A





VICINITY MAP

SCALE: 1" = 2000'

LEGEND

	TREE LINE
5475	EXISTING CONTOUR
	EXISTING SWALE
	PUBLIC LAND CORNER FOUND
	SET #5 REBAR WITH 1" RED PLASTIC CAP STAMPED SCOTT COX ASC PLS 24302 (P&C) (UNLESS NOTED)
	FOUND MONUMENT AS NOTED
	EXISTING ELECTRIC METER
T.P.	EXISTING TELEPHONE PEDESTAL
CATV	EXISTING CABLE T.V. PEDESTAL
WV	EXISTING WATER VALVE
	EXISTING GAS METER
	EXISTING WATER METER
	CONTROL POINT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING SIGN
X X X	EXISTING FENCE
Po Po	EXISTING OVERHEAD POWER LINE
(R)	RECORD COURSE PER LEGAL DESCRIPTION
(M)	MEASURED COURSE PER THIS SURVEY
(S54°08'29"W 0.08')	RECORD OR CALCULATED POSITION TO FOUND MONUMENT

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

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THENCE NORTH 67°30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH 66°49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

SURVEY NOTES

1. THE BASIS OF BEARINGS IS THE WESTERLY LINE OF THE PARCEL ALSO BEING THE EASTERLY LINE OF LOT 1, BLOCK 1 STEEL RANCH SOUTH BETWEEN THE FOUND MONUMENTS SHOWN HEREON AND BEARS S00°03'59"W, PER STEEL RANCH SOUTH AND TAKODA SUBDIVISIONS.
2. ORIGIN BENCH MARK: TOP OF 2 1/2" ALUM. CAP, LS 2149 IN A RANGE BOX, BEING THE EAST 1/4 CORNER OF SECTION 5, T1S, R69W. ELEVATION =5353.13' NGVD29 PER CITY OF LOUISVILLE. (THIS BENCHMARK ALSO USED BY STEEL RANCH SOUTH AND TAKODA SUBDIVISION PER VERBAL CONFIRMATION BY DAVID WALDNER PLS 28607)
3. THE SIZE AND TYPE OF MONUMENTS FOUND ARE SHOWN HEREON.
4. BUILDING MEASUREMENTS ARE AT GROUND LEVEL. ROOF OVERHANGS AND ARCHITECTURAL PROJECTIONS OF THE BUILDINGS ARE WITHIN THE BOUNDARY OF THE SITE BUT ARE NOT SHOWN ON THIS SURVEY UNLESS NOTED.
5. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. CRS-13-80-105 (3)(a)
6. THIS PROPERTY LIES WITHIN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP, , BOULDER COUNTY, MAP NUMBER 08013C0557 G, MAP REVISED: OCTOBER 4, 2002.
7. THE LOCATION OF THE ABOVE GROUND UTILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY BY SCOTT, COX & ASSOCIATES, INC. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SAID SURVEY AND BY FIELD LOCATES PROVIDED BY UNDERGROUND CONSULTING SOLUTIONS. SCOTT, COX & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR UTILITY INFORMATION PROVIDED BY OTHERS. SCOTT, COX & ASSOCIATES, INC. RECOMMENDS THAT THE LOCATION OF THE UTILITIES BE FIELD VERIFIED PRIOR TO ANY DIGGING ON, OR ADJACENT TO THE SUBJECT PROPERTY.
8. PLATS AND LAND SURVEY PLATS REFERENCED OR USED FOR THIS SURVEY: DAVIDSON HIGHLINE SUBDIVISION REPLAT, REC. NO. 2934440; TAKODA SUBDIVISION, REC NO. 3244727; STEEL RANCH SOUTH, REC. NO. 03244727; COAL TRAIN SQUARE SECOND FILING, REC. NO. 1438280; CHRISTOPHER VILLAGE FOURTH FILING, REC. NO. 1486762; LS-99-0218, FLATIRONS SURVEYING, INC.; CDOT CONTROL DIAGRAM, LS-09-0125; CDOT PLANS S-0133(1), CIRCA 1966.
9. THE SE CORNER OF SECTION 5 WAS NOT MEASURED DURING THIS SURVEY DUE TO WEATHER AND TRAFFIC CONDITIONS. THE POSITION WAS ESTABLISHED USING CDOT CONTROL PLAN LS-09-0125.
10. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP SUMP OR SANITARY LANDFILL. NO OBSERVED EVIDENCE OF WETLAND AREAS AS DELINEATED BY APPROPRIATE AUTHORITIES. NO RECORD OF OFFSITE EASEMENTS OR SERVITUDES BENEFITING THE SURVEYED PROPERTY.

CERTIFICATION

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY; BOULDER COUNTY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–5, 7a, 8, 11b 13, 14, 16, 17, 18, 19, 20a, AND 20b OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED JANUARY 2013.

A. JOHN BURI, PLS 24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

TITLE COMMITMENT NOTES

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SCOTT, COX & ASSOCIATES, INC. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 515-F0431858-170-RRO, AMENDMENT NO. 2, EFFECTIVE DATE NOVEMBER 5, 2012 AT 7:00 A.M. WAS SOLELY RELIED UPON FOR INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS SURVEY.

THE FOLLOWING ITEMS ARE AS ENUMERATED IN SCHEDULE B-2 EXCEPTIONS. [SURVEYOR'S NOTES]

ITEMS 1-8 STANDARD EXCEPTIONS REFER TO TITLE COMMITMENT.
[DOES NOT AFFECT THE PROPERTY]

ITEM 9 ALL COAL, OIL, GAS AND OTHER MINERAL RIGHTS RESERVED IN THE INSTRUMENT, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON THE SURFACE OF SAID LAND AND TO PROSPECT FOR, MINE, EXTRACT AND REMOVE ALL OF THE SAID COAL, OIL, GAS AND MINERALS FROM BENEATH THE SURFACE THEREOF, SET FORTH BELOW, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN: RESERVED BY: JOHN J. HARPER AND JEAN N. OTIS, AND THE SOLE SURVIVING HEIRS OF MARGARET S. HARPER, DECEASED, AND MARY MCCUNE HARPER, SOLE HEIR OF GEORGE VANCE HARPER, DECEASED
RECORDING DATE: JANUARY 24, 1908
RECORDING NO.: BOOK 296 AT PAGE 478 [AFFECTS THE PROPERTY BUT IS BLANKET IN NATURE]

ITEM 10 A RIGHT TO USE ANY DITCH OR DITCHES FOR IRRIGATION PURPOSES, AND THE RIGHT TO MAINTAIN AND OPERATE A LATERAL DITCH IN ORDER THAT WATER MAY BE CONDUCTED FROM THE DAVIDSON HIGH LINE LATERAL DITCH, AS SET FORTH BELOW, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN:
RECORDING DATE: JANUARY 24, 1908
RECORDING NO.: BOOK 296 AT PAGE 478 [AFFECTS THE PROPERTY BUT IS BLANKET IN NATURE, ALL DITCHES SHOWN]

ITEM 11 A RIGHT OF WAY FOR COUNTY ROAD NO. 19, ALSO KNOWN AS SOUTH 96TH STREET AS DEPICTED ON BOULDER COUNTY ASSESSOR'S MAP [STATE HWY. NO. 42, 30' ROW WEST OF THE SECTION LINE PER CDOT PLANS CIRCA. 1966]

ITEM 12 A RIGHT OF WAY, AND RIGHTS OF OTHERS IN AND TO THE GOODHUE DITCH, TOGETHER WITH OTHER DITCHES OR DITCH LATERALS THAT APPEAR TO CROSS SUBJECT PROPERTY. [ALL DITCHES SHOWN, NO ROW WIDTH FOR GOODHUE DITCH FOUND]

ITEM 13 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: COLORADO TELEPHONE COMPANY PURPOSE: COMMUNICATION PURPOSES AND APPURTENANCES
RECORDING DATE: SEPTEMBER 27, 1907
RECORDING NO: BOOK 300 AT PAGE 610 [DOES NOT AFFECT PROPERTY, N. OF SITE ALONG BASELINE RD.]

ITEM 14 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, TOGETHER WITH TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED THEREIN, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUBLIC SERVICE COMPANY OF COLORADO
PURPOSE: UTILITY PURPOSES AND APPURTENANCES
RECORDING DATE: APRIL 17, 1985
RECORDING NO: RECEPTION NO. 683102 [AFFECTS PROPERTY AND IS SHOWN]

ITEM 15 ANY EXISTING LEASES OR TENANCIES, AND ANY AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEES. [AFFECTS THE PROPERTY BUT IS BLANKET IN NATURE]

ITEM 16 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, TOGETHER WITH TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED THEREIN, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF LAFAYETTE, COLORADO
PURPOSE: UNDERGROUND WATER LINE
RECORDING DATE: OCTOBER 30, 1970
RECORDING NO: RECEPTION NO. 958523 [AFFECTS PROPERTY AND IS SHOWN, EASEMENT BEGINS 50' WEST OF SECTION LINE CALLED OUT AS ROW]

ALTA/ACSM LAND TITLE SURVEY
LOCATED IN SE 1/4 SEC. 5, T1S, R69W OF THE 6TH P.M.
COUNTY OF BOULDER
STATE OF COLORADO
245 N 96TH STREET

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 - 3051

Designed by AJB	Date	Scale	Drawing no.	Sheet
Drawn by JAS	01/14/13	1"=50'	14524A-2	1
Checked by AJB	Revision	Description	Date	Project no.
	1	CITY COMMENTS	12/12/14	14524A

ANNEXATION IMPACT REPORT

245 North 96th Street

Proposed annexation of 13 acres located at 245 96th Street, to the City of Louisville, Colorado

January 23, 2015

INTRODUCTION

The landowner, Boulder County Housing Authority (the "Applicant"), is petitioning the City of Louisville to commence a voluntary annexation of approximately 13.404 acres (583,878 square feet) of certain real property to be known as the 245 North 96th Street Annexation to the City of Louisville (City).

The following report has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes (C.R.S.) and concerns the proposed annexation by the "Applicant" for the property generally located in SE ¼ Section 5, T1S,R96W of the 6th P.M., County of Boulder, State of Colorado (south of Tract O in the Takoda Subdivision; north of the Christopher Plaza II Subdivision, west of 96th Street (Colorado Highway 42); and, east of the Steel Ranch South Subdivision) as further described and depicted on the Annexation Map, attached hereto as Exhibit A (the "Property").

The Property is contiguous to the City of Louisville. The proposed area of annexation is completely surrounded by the City of Louisville and as such its annexation will not impact the perimeter boundary of the City. No further annexations in this area are anticipated.

The project is being proposed to develop affordable senior housing, affordable multi-family housing, an art center, artist co-housing, and other uses permitted within the City's Planned Community Zone District (PCZD) regulations. According to the applicant, this application, in part, is being submitted to meet the expectations established in the Intergovernmental Agreement between the City of Louisville and Boulder County concerning affordable housing within the City.

CURRENT ZONING/USES/PROCES

Zoning

The Property is currently zoned RR: Rural Residential by Boulder County. Such lots are allowed minimum 1 unit per acre if subdivided with water and sewer in a community service area, or 1 unit per 35 acres if unsubdivided per Boulder County zoning regulations. This 13-acre parcel is identified as a "municipal influence area" for Louisville in the Boulder County County-Wide Coordinated Comprehensive Development Plan (the "Super IGA").

The Applicant is requesting a zoning designation of Planned Community Zone District with Commercial and Residential planning areas (PCZD /R). In total, the Applicant is requesting zoning and land use entitlements to develop 231 affordable senior housing,

affordable multi-family housing, and artist cohousing in partnership with 18,404 square feet of commercial development.

Land Uses

The Property was previously used as single family residential with agricultural uses.

Process

The Annexation Petition for the Property was submitted to the City of Louisville and the City Council approved a Resolution of Substantial Compliance (Resolution 01, Series 2015) on January 6, 2014, acknowledging receipt of the petition for annexation for the Property, initiating annexation proceedings, and setting the date, time, and place for the Public Hearing as February 17, 2015 at 7:00 p.m., at the Louisville City Hall, 749 Main Street, Louisville. Notice of this Public Hearing has been mailed to neighbors within 500 feet of the Property, as well as posted and published in the local newspaper. Notification of the petition was sent to Clerk of the Boulder County Board of County Commissioners, the Boulder County Attorney, the Northern Colorado Water Conservancy District, the Louisville Fire Protection District, the City Urban Drainage and Flood Control District, the Boulder Valley School District, and the City of Lafayette on January 21, 2014.

Public hearing and consideration of the annexation proposal was set for the City of Louisville Planning Commission for January 8, 2015 at 7 p.m. at the Louisville City Hall 749 Main Street, Louisville. The Planning Commission recommended the Louisville City Council initially zone the property, if annexed, to PCZD C/R.

B. ANNEXATION IMPACT REPORT REQUIREMENTS

This section is divided into the six elements that correspond to section 31-12-108.5(1)

1. MAPS PER C.R.S. § 31-12-108.5(1)(a)

Two maps and one narrative are included as exhibits to this report as required by Subparagraph (a) of C.R.S. 31-12-108.5(1):

Exhibit A: Annexation Map

The Annexation Map reflects the present and proposed boundaries of the municipality in the vicinity of the proposed 245 North 96th Street Annexation. The proposed annexation is completely surrounded by and 100% contiguous with the City of Louisville. This annexation will not impact the perimeter boundary of the City.

The requested annexation meets the requirement found in the Colorado Revised Statues §31-12-104 that property be at least 1/6 (16.6%) contiguous with the municipality that is being petitioned for annexation.

Exhibit B: Topographical/Survey Map

Development on the Property will be required to connect to existing water, sewer main lines located in adjacent to the property in compliance with City connection and infrastructure development specifications. Existing and planned streets shown in the in the City's Comprehensive Plan and the Hwy. 42 Corridor Plan will be extended through the proposed annexation in compliance with City standards.

No costs or locations for water lines, pumps and pumping stations, water tanks, service lines or other appurtenances related to the construction and operation of any potable water system have been determined at this time. No costs or locations for wastewater lines, pumping stations, service lines or other appurtenances related to the construction and operation of any wastewater system have been determined at this time. All expenses related to design and construction of wastewater facilities will be borne by the applicant.

It is anticipated that water, wastewater, and transportation system design work would begin upon completion of the annexation, zoning, and the plat/planned unit development applicant process for the Property.

Exhibit C: General Development Plan (GDP)

The requested GDP (attached) identifies general land uses proposed on the Property. The Applicant is requesting a zoning designation of Planned Community Zone District with Commercial and Residential planning areas (PCZD C/R). In total, the Applicant is requesting zoning and land use entitlements to develop 231 affordable senior housing, affordable multi-family housing, and artist cohousing in partnership with 18,404 square feet of commercial development.

Streets:

No streets currently exist across or through the property. Street access into the Property will be developed through interconnected street network from Colorado State Highway 42 and Hecla Drive. A proposed collector road ROW from the present Hecla Drive ROWs abutting the property to the west and east shall be extended through the property providing connectivity with Hwy 42 (N 96th St). An additional north south local street (Kalix Avenue) is proposed to connect the through the property consistent with the expectations of the City Comprehensive Plan and as specified in the City's Hwy. 42 Corridor Plan. The Proposed local road would provide a secondary parallel street to Hwy. 42.

An annexation agreement and subdivision division agreement between the City and the Applicant will address the timing of any public street improvements and associated impacts to the transportation system related to development of the Property.

Major Trunk Water Mains, Sewer Interceptors and Outfalls:

There are no water mains, sewer interceptors or outfalls on-site. However, the City of Louisville utility infrastructure is available to the property. The water transmission main easement across north edge of property will remain.

Other Utility Lines and Ditches:

The Goodhue Ditch which follows the east edge of the property along Hwy 42 is proposed to be piped and buried. No other utility lines are apparent on the Property.

2. PREANNEXATION AGREEMENT – C.R.S. § 31-12-108.5 (1)(b)

No pre-annexation agreement has been entered into. An annexation agreement is being negotiated with the Applicant. A copy of the draft annexation agreement is appended to this Report as Exhibit D.

3. EXTENSION & PROVISION OF MUNICIPAL SERVICES – C.R.S. § 31-12-108.5 (1)(c)

The Applicant will have the obligation to develop and install all on-site and off-site transmission and/or infrastructure facilities necessary to serve the Property with water, wastewater and storm water facilities, transportation infrastructure and other municipal services.

Water:

City water facilities are currently located adjacent to the Property, providing no issues for connection to water service. As with development of any property, the applicant will be responsible for tapping City's water line and then providing for all internal water service lines, any needed water services support structures, and meters.

Wastewater:

City sewer service is also currently located adjacent to the Property, providing service to the site. The applicant will also be responsible for tapping to the City sewer lines and then providing for all internal sewer collection lines, any required lift stations, and any other ancillary sewer support structures.

The City has the capacity to meet anticipated demand. All new water/wastewater infrastructures will be required to be designed and constructed in accordance with applicable City standards.

Other Dry Utilities:

Telephone, gas, electric and cable television/internet services are not provided by the City, but are provided by private providers in the area. The City has license agreements with all the utility providers. The City will refer the preliminary and final Plat and Planned Unit Developments to the utility providers at time of application.

Emergency Services:

The City of Louisville will provide law enforcement services to the site. The Louisville Fire Protection District will provide fire protection.

Open Space/Parks/Public Land Dedication:

The annexation agreement will document the public land dedications and/or fees that will be suitable for parks, schools, fire and other public facilities as appropriate. The attached GDP (Exhibit C) outlines the required public land dedication.

4. FINANCING SERVICE EXTENSIONS – C.R.S. § 31-12-108.5 (1)(d)

Financing of roadway, water and sanitary sewer infrastructure to support development of the area to be annexed will be the responsibility of Boulder County Housing Authority. The applicant intends to request impact fee and/or building permit fee contributions from the City of Louisville to assist in funding the infrastructure and housing development costs to maintain housing affordability throughout the site.

The City of Louisville has established a cost share arrangement to fund the signalized intersection at Hecla and Hwy 42 such that the full cost is shared among property owners benefitting from the highway improvement.

The annexation and subdivision agreements shall outline the cost sharing requirement and funding contributions from the City of Louisville, if any.

5. EXISTING DISTRICTS IN THE ARE A TO BE ANNEXED – C.R.S. § 31-12-108.5 (1)(e)

The Boulder County Treasurer's office records reflect that the Property is subject to the following taxing authorities:

Taxing Entity	Levy
Boulder County	24.794
Louisville Fire Protection District	6.686

Boulder Valley School District	47.569
Urban Drainage and Flood Control District	.632

6. EFFECT ON SCHOOL DISTRICT – C.R.S. § 31-12-108.5 (1) (f)

The Boulder Valley School District (BVSD) was a referral for this development. A letter from BVSD dated January 2, 2015 states this development proposes "a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School." Note BVSD anticipated 70 of the proposed Housing Authority units to be restricted to seniors and were not used in their student evaluation.

The letter goes on to state, "When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth." Louisville staff underlined the last sentence of the BVSD statement for emphasis.

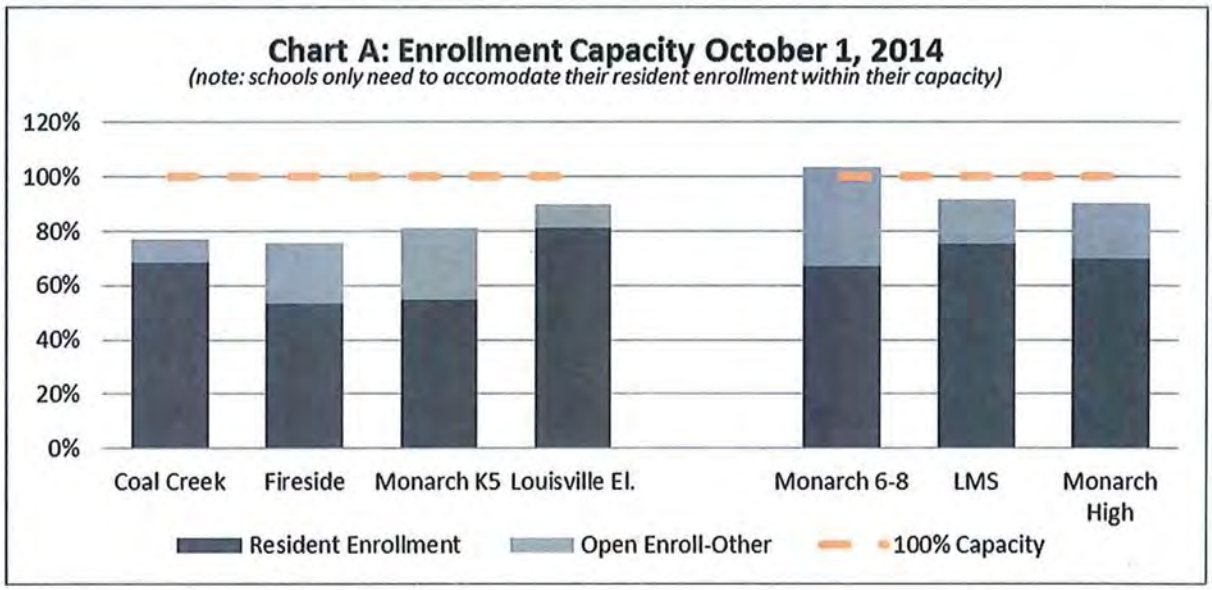


CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

Takoda

General Development Plan - 2nd Amendment

Southeast ¼ of Section 5, Township 1 South, Range 69 West of the 6th P.M.

Property Ownership

Boulder County Housing Authority
2525 13th Street, Suite 204
Boulder CO 80304

Legal Description

That portion of the Southeast ¼ of Section 5, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Beginning at the Southeast corner of said Section 5; thence North 00º07'00" East along the East line of said Section 5, a distance of 772.18 feet to the true point of beginning; thence continuing North 00º07'00" East along the East line of said Section 5, a distance of 592.90 feet to the approximate centerline of that easement and right of way for electric transmission lines as granted by Sam Milano to Public Service Company of Colorado by instrument recorded February 16, 1942 in Book 713 at Page 130; thence North 89º59'40" West, along the approximate centerline of the said right of way described in Book 713 at Page 130, a distance of 783.09 feet; thence South 00º07'00" West, a distance of 846.77 feet to the North line of that tract of land which is excepted in the description of "Tract 1" in the Deed from Esta D. Parr and Glennie Parr to Davidson Investments, Inc., a Colorado corporation, recorded January 22, 1962 in Book 1216 at Page 503; thence along the North line of the said tract of land excepted in the description of "Tract 1" in the said Deed in Book 1216 at Page 503 by the following four calls and distances:

Thence North 55º09'00" East, a distance of 5.23 feet;
Thence North 83º50'00" East, a distance of 247.65 feet;
Thence North 67º30'00" East, a distance of 316.33 feet;
Thence North 66º49'00" East, a distance of 262.00 feet to the true point of beginning.

Also known as Tract 2671, less A & B, Section 5, Township 1 South, Range 69 West of the 6th P.M.

Project Description

Property Area: 13.404 Acres

Current Zoning: RR - Boulder County

Proposed Zoning: Planned Community Zone District (City of Louisville)
Commercial 2.514 Acres
Residential 10.89 Acres

Number of Units: 231 Dwelling Units

Access:
a) Hecla Drive through Steel Ranch South
b) Hwy 42 left or right onto Helca Drive
c) Paschal via Kaylix through Summit View property and Davidson Highline property
d) South Boulder Road via Kaylix through Christopher Plaza II Property

Min. Public Use Area:

Land Use Summary

Gross Property Area:	13.404 Acres
Hwy 42 ROW Dedication:	0.41± Acres
Collector St ROW Dedication:	1.12± Acres
Local Street ROW Dedication:	0.87± Acres
Ditch Easement:	0.17± Acres
Other Easement Dedication:	0.68± Acres
Planning Area 'A':	1.88± Acres
Planning Area 'B':	3.44± Acres
Planning Area 'C':	2.77± Acres
Planning Area 'D':	2.11± Acres

Development Summary

Planning Area 'A': PCZD-C/R
Allowed Uses: per section 17.72.090
Maximum F.A.R.: 1.0
Maximum Floor Area Allowed (1.88 Acres): 83,202 sf [1]
Commercial Floor Area: 18,406± sf[2]
Dwelling Units (included in F.A.R.): 28 units[2]
Maximum Residential Density for 1.88 Acres: 15 Dwelling Units / Acre
Minimum Public Use Areas (12%): 0.23 Acres

Planning Area 'B': PCZD-R
Allowed Uses: per section 17.72.080
Dwelling Units: 103 Dwelling Units
Maximum Density for 3.44 Acres: 30 Dwelling Units / Acre
Minimum Public Use Areas (15%): 0.52 Acres

Planning Area 'C': PCZD-R
Allowed Uses: per section 17.72.080
Dwelling Units: 69 Dwelling Units
Maximum Density for 2.77 Acres: 25 Dwelling Units / Acre
Minimum Public Use Areas (15%): 0.41 Acres

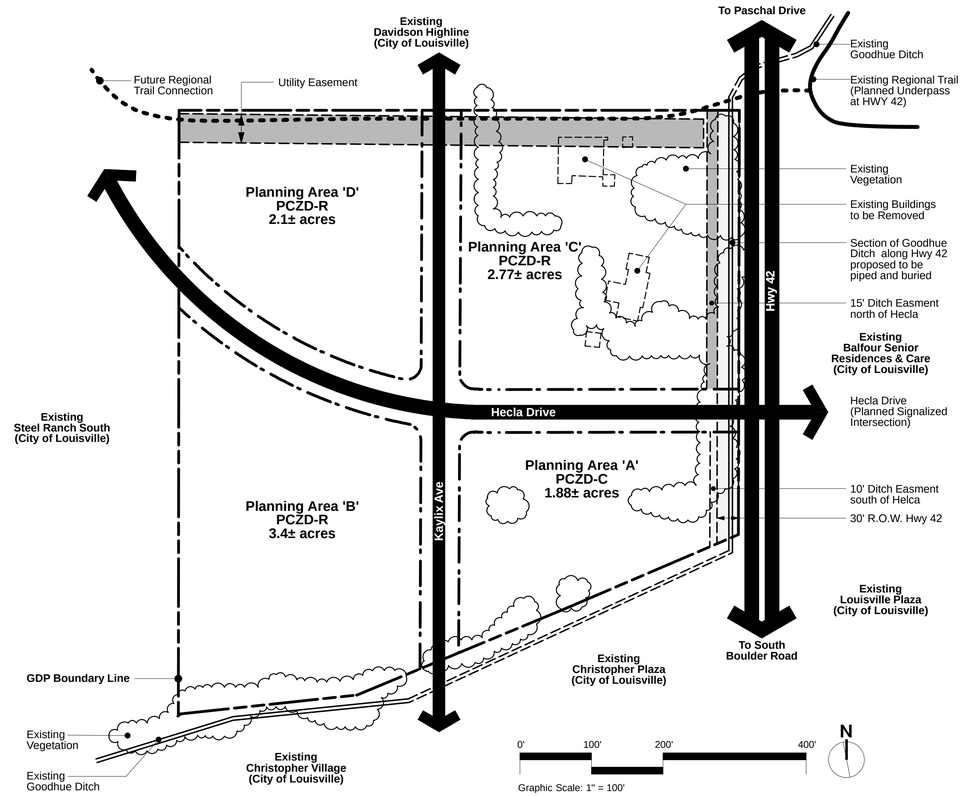
Planning Area 'D': PCZD-R
Allowed Uses: per section 17.72.080
Dwelling Units: 31 Dwelling Units
Maximum Density for 2.11 Acres: 15 Dwelling Units / Acre
Minimum Public Use Areas (15%): 0.32 Acres

Totals:
Units: 231 Dwelling Units

notes:
[1] It is intended that a portion of this Planning Area will be higher density artists live-work type housing.
[2]The combined square footage of commercial and residential will be less than half the amount allowed when calculating the entire area using FAR of 1.0.

Public Land Dedication

Gross Area	13.404 Acres
PCZD-R Area	10.89 Acres
PCZD-C Area	2.514 Acres
PCZD-R	
Gross Area:	10.89 Acres
Minimum Area Required:	15%
Dedicated Land Required	1.63 Acres
ROW Gross Area:	2.57 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.31 Acres
Total Dedicated Land Required (PCZD-R)	**1.94 Acres**
PCZD-C	
Gross Area:	2.514 Acres
Minimum Area Required:	12%
Dedicated Land Required	0.30 Acres
ROW Gross Area:	0.63 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.08 Acres
Total Dedicated Land Required (PCZD-C)	**0.38 Acres**
TOTAL DEDICATED PUBLIC LAND REQUIRED	**2.32 Acres**
TOTAL PUBLIC LAND DEDICATION PROVIDED	**3.2 ± Acres**



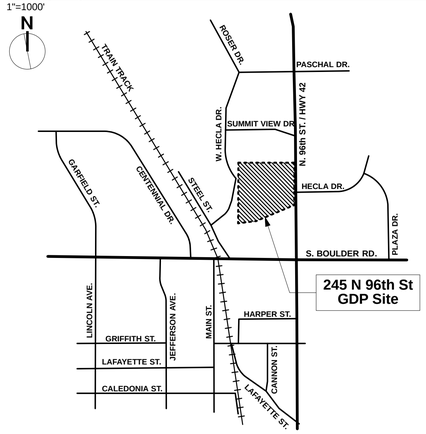
Bulk & Dimension Standards

	Planning Area 'A'*	Planning Area 'B'*	Planning Area 'C'*	Planning Area 'D'*
Min. Lot Area	7,000 sf	7,000 sf	7,000 sf	7,000 sf
Min. Lot Width	60'	60'	60'	60'
Max. Lot Coverage	40%	40%	40%	40%
Building Setbacks				
Min. Front Yard Setback (Principle Uses)	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks
Min. Side Yard Setback (Principle Uses)	3'	3'	3'	3'
Min. Side Yard Setbacks (Accessory Uses)	3'	3'	3'	3'
Min. Rear Yard Setback (Principle Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Min. Rear Yard Setbacks (Accessory Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Setback from Hwy 42 ROW	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 40' min from PL (10' from ROW Easement)[6]	N/A	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 45' min from PL (15' from ROW Easement)[6]	N/A
Setback from Collector Street ROW	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]
Setback from Local Street ROW	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]
Setback From Parks and Open Space	0'	0'	0'	0'
Min Building Separation	6'	6'	6'	6'
Max Building Height				
Principle Uses	2-3 stories / 50' max. height [1,4,5]	2-3 stories [4,5]	2-3 stories [4,5]	2-3 stories [4,5]
Accessory Uses	30'	30'	30'	30'

[1] The 50' max building height accommodates two specific instances, a) in Planning Area A a two story commercial building with a steeply pitched 'barn-like' roof form is proposed and b) in Planning Area B a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.
[2] The 33% portion of the mulit-family building façade with 0' setback has a maximum width of 12' to maintain pedestrian mass and scale along the street front.
[3] Stoop, steps, covered porch, awning, or sunshading elements are permitted within the 5' setback.
[4] Third floors of multifamily buildings shall step back a minimum of 5' for a minimum of 50% of any given frontage.
[5] Roof forms shall have a mix of pitched, sloped, or flat roof types that vary in orientation for a dynamic skyline.
[6] Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.
* Design Standards will be submitted in conjunction with the the submittal of the Final Development Plan

Vicinity Map

1"=1000'



Notes

1. Survey by Scott, Cox & Associates, dated...
2. The property is not located in the flood plain per FEMA map number 08013C0582J panel 852 of 615 revised December 18, 2012.
3. Timing and phasing of this developement will be dependant on tax credit funding and other funding sources.
4. Proposed vehicular connections from internal collector and local streets may be refined.

City Council
APPROVED THIS _____ DAY OF _____ 201___ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, CO. ORDINANCE NO. _____ SERIES _____

_____
MAYOR

_____
CITY CLERK

Planning Commission Certification
APPROVED THIS _____ DAY OF _____ 201___ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, CO. RESOLUTION NO. _____ SERIES _____

Boulder County Clerk & Recorder Certificate
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, ___.M., THIS _____ DAY OF _____ 201___ AND IS RECORDED IN PLAN FILE _____ FEE; _____ PAID _____ FILM NO. _____, RECEPTION _____

_____
CLERK

_____
RECORDER

Ownership Signature Block
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS PDP/PUD. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 201___.

_____
OWNER - Boulder County Housing Authority

File:

NOTICE: DUTY OF COOPERATION

Release of these plans contemplates further cooperation among the owner, his or her contractor, and the architect. Design and construction are complex. Although the architect and his/her consultants have performed their services with due care and diligence, they cannot guarantee perfection. Communication is imperfect and every contingency cannot be anticipated. Any ambiguity or discrepancy discovered by the use of these plans shall be reported immediately to the architect. Failure to notify the architect compounds misunderstanding and increases construction costs. A failure to cooperate by a simple notice to the architect shall relieve the architect from responsibility for all consequences. Changes made from the plans without consent of the architect are unauthorized and shall relieve the architect from all consequences arising out of such changes.

Date: 6 October 2014
Revisions:
1 — 12 December 2014 GDP Comments Revisions
2 — 24 December 2014 GDP Comments Revisions II
3 — 30 December 2014 GDP Comments Revisions III

245 North 96th Street
Boulder County Housing Authority
245 North 96th Street, Louisville, CO

BARRETT STUDIO architects
1944 20th Street Boulder, Colorado 80302 phone 303-449-9320 fax 303-449-1141 email bsa@barrettstudio.com web www.barrettstudio.com
Architecture Community/Urban Design Interiors

PROJECT TEAM:

Owner's Representative
BCHA

Civil Engineer
Olsson Associates
5285 McWhinney Blvd, Ste160
Loveland, CO 80538
(970) 461-7733
contact: Josh Erramouspe

Master Planner
Barrett Studio Architect
1944 20th Street
Boulder, CO 80302
(303) 449-1141
contact: Nicole Delamge

Title Sheet

Drawing Number:

A0.0

Sheet: 1 of: 1

©Copyright 2014 Barrett Studio Architects

Troy Russ

From: Sean McCartney
Sent: Wednesday, 31 December, 2014 12:48 PM
To: Troy Russ
Subject: FW: Boulder County Annexation

Sean

Principal Planner
City of Louisville
(303) 335-4591

From: Chris Mestas [mailto:CMestas@louisvillefire.com]
Sent: Thursday, October 23, 2014 8:29 AM
To: Sean McCartney
Subject: RE: Boulder County Annexation

Sean-

Yes we can serve this property. As the process moves forward I am assuming that we will see road design and locations and more of a building layout?

Chris Mestas

From: Sean McCartney [mailto:seanm@Louisvilleco.gov]
Sent: Thursday, October 23, 2014 8:08 AM
To: Chris Mestas
Subject: Boulder County Annexation

Chris,

We have received a submittal to annex the Alkonis property, which is a 12 acre parcel west of Balfour on Highway 42 north of South Boulder Road. The annexation submittal does not have any development plans associated with it but it does have a unit count and proposed roadway(s). Can you please review and let us know if you can serve this property?

Thanks,

Sean

Principal Planner

City of Louisville

(303) 335-4591

This email and the attached documents (if any) are intended only for the use of the individual or entity to which they are addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message and the accompanying documents is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and fully delete the original message and any accompanying documents. Thank you.

Boulder Valley School District

6500 East Arapahoe, PO Box 9011
Boulder, CO 80301

Planning Office
303-245-5794
Fax: 303-447-5118
www.bvsd.org

January 2, 2015

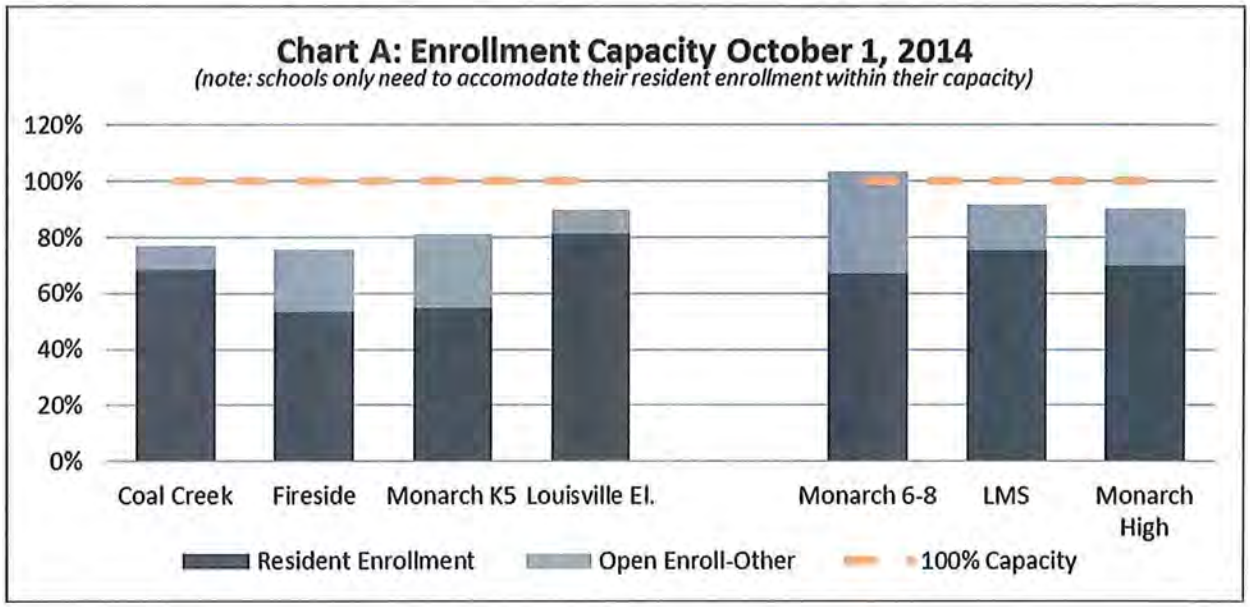
City of Louisville
Dept. of Planning and Building Safety
Attn: Sean McCartney
749 Main St.
Louisville, CO 80027

RE: Boulder County Housing Authority Annexation and Zoning - revised

Dear Sean:

Thank you for submitting Boulder County Housing Authority Annexation and Zoning revised materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school in Louisville. On the whole, Louisville schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools.



The Boulder County Housing Authority Annexation and Zoning application proposes to add 24 single-family detached and 139 multi-family (apartment) units with an impact of 20 students on the Louisville Elementary, 7 students on Louisville Middle, and 11 students on the Monarch High school feeder. In addition, this development is also expected to have 70 units restricted to seniors that are not expected to have an impact on the school district.

When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

Recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school's attendance area. In addition, the preschool program at the school has been relocated to Fireside Elementary in the 2014-15 school year and the current computer lab space has been converted for classroom use. As of October 1, 2014, 50 open enrolled students occupy seats at the school and continued restrictions will eventually make these seats available to new resident students. Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 303-245-5794 or via e-mail at glen.segrue@bvsd.org.

Sincerely,

Glen Segrue, A.I.C.P.
Senior Planner

ATTACHMENT A: Planned Residential Development and Student Yield

Monarch High Feeder Schools

ELEM Att. Area	Unbuilt Residential Units* SFD	Dup	Twnhm	Condo	Apt	All	Elem_Yld	MS_Yld	HS_Yld
Coal Creek									
Platted or Under Construction									
Village Square	0	0	0	0	111	111	10	3	4
	0	**0**	**0**	**0**	**111**	**111**	**10**	**3**	**4**
Eldorado K-5									
Platted or Under Construction									
CALMANTE	33	0	0	0	0	33	10	5	7
	33	**0**	**0**	**0**	**0**	**33**	**10**	**5**	**7**
Louisville El.									
Platted or Under Construction									
917 Main St	0	2	0	0	0	2	0	0	0
Blue Sage	51	0	0	0	0	51	15	8	10
Coal Creek Station	0	51	0	0	0	51	10	4	4
Concord Partners LLC	6	0	0	0	0	6	2	1	1
DELO	0	0	60	0	108	168	10	6	9
North End	13	22	0	52	0	87	11	5	10
North End Phase II	29	0	6	36	0	71	11	5	10
Parbois Place	2	2	0	0	0	4	1	0	1
Steel Ranch South	0	0	29	0	0	29	0	1	2
The Lanterns	0	24	0	0	0	24	5	2	2
In Development Review									
Alkonis	24	0	0	0	139	163	19	8	10
North End Phase II	0	0	0	37	0	37	2	1	4
North End Phase III	28	0	0	0	0	28	8	4	6
	153	**101**	**95**	**125**	**247**	**721**	**94**	**46**	**69**
Monarch K-5									
Platted or Under Construction									
Coal Creek Crossing	53	0	0	0	0	53	15	8	11
Discover Office Park	0	0	23	0	0	23	0	1	2
Superior Town Center	0	0	643	0	0	643	8	32	51
In Development Review									
Superior Town Center	179	201	0	356	0	736	111	50	87
Varra Estates	11	0	0	0	0	11	3	2	2
	243	**201**	**666**	**356**	**0**	**1,466**	**138**	**93**	**154**
	429	**302**	**761**	**481**	**358**	**2,331**	**252**	**147**	**233**

*lots unbuilt as indicated in parcel records as of 12/01/13 and periodic site inspections

1/2/2015

DRAFT MEMORANDUM

To: Erin Ganser, Boulder County Housing Authority

From: Andrew Knudtsen and Chris Ryerson, Economic & Planning Systems

Subject: Fiscal Impact of Boulder County Housing Authority 245 N. 96th Street Development; EPS # 143081

Date: January 26, 2015

The Economics of Land Use

This memorandum documents the fiscal impact to the City of Louisville from the proposed Boulder County Housing Authority (BCHA) development at 245 North 96th Street. Economic & Planning Systems (EPS) was retained by the BCHA to perform an analysis of the fiscal impact of the proposed mixed use development located on 13.4 acres located northwest of the intersection of South Boulder Road and North 96th Street. The proposed mixed use development has four main components, which are described below:

- The first component of the proposed development is 70 affordable for-rent, senior apartment units. The apartment units consist of one- and two-bedroom units ranging in size from 650 square feet up to 850 square feet. 49 of the units are planned as one-bedrooms, and 21 as two-bedrooms. All senior units will be income restricted to 60 percent of area median income (AMI) based on U.S. Department of Housing and Urban Development (HUD), income limits. The one-bedroom units are expected to rent for approximately $1,100 per month, and two-bedrooms for $1,300 per month. For the fiscal impact analysis, the following market values were derived based on the future rental revenue stream and construction value: one-bedrooms approximately $199,000; and two-bedrooms approximately $256,000.
- The second component of the 245 North 96th Street project is 133 affordable multifamily apartments. These apartments will range in size from 700 to 1,350 square feet, with an average of 942. The unit mix will consist of approximately 54 one-bedroom units, 51 two-bedroom units, and 28 with three bedrooms. The building configuration for these units is expected to be a mix of stacked flats and townhomes, all of which will incorporate design elements to support artists such as 100 to 150 square feet of additional in-home studio space, daylighting, and high ceilings. 12 of the affordable

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townhome units will be designed as live-work spaces and located to allow their integration with the 28 Louisville Artist Cohousing units described in the next section. All multifamily units will be income restricted to 60 percent AMI based on HUD income limits. Expected rents will range from $1,100 for one-bedrooms, to $1,300 for two-bedrooms, and $1,500 for three-bedroom units. Estimated market values based on these rents are $199,000 for one-bedrooms, $256,000 for two bedrooms, and $295,000 for three bedrooms.

- The third component of the project, the Louisville Artist Cohousing, consists of 28 market rate for-sale townhome units. There are eight each of one-bedroom (800 square feet), two-bedroom (1,200 square feet), and three bedroom (1,600 square feet) units. Market values for these units were provided by Louisville Artist Cohousing (cost plus 15 percent profit) as $230,000 for one-bedroom units, $345,000 for two-bedroom units, and $460,000 for three-bedroom units.

- The final component of the development is an 11,000 square foot building which will serve as the new facility for Louisville-based The Art Underground (TAU), a 501(c) (3) non-profit corporation. The arts center will include a 200 seat theater, four shared studio spaces, a classroom, an artist co-op retail business, a café, and an outdoor amphitheater and festival space. In addition, there will be a 3,500 square foot studio/classroom space with shared use between the BCHA and TAU.

The development program tested in the fiscal impact analysis is shown below in **Table 1.** The table shows the amount of commercial space and residential units as well as the estimated value of each component. The development value of the new apartments was derived using estimated rents and standard factors for vacancy and operating expenses, while the value of The Art Underground, and Shared Studio spaces was estimated using the Office factor ($143 per square foot) as the closest proxy in the City's Comprehensive Plan fiscal model. The value of the Live/Work spaces was not calculated separately, as it is accounted for in the residential valuations.

Table 1
BCHA 245 North 96th Street Development Program

Description	Units	# BR	Sq Ft[1]	Estimated Value	Valuation Per Unit/ Sq. Ft.	Rental Rate Per Sq. Ft.
Residential						
Affordable - 60% AMI						
Multifamily Apartments						
One Bedroom	54	40	700	$8,282,324	$153,376	$1.55
Two Bedroom	51	80	980	$9,384,464	$184,009	$1.32
Three Bedroom	28	60	1,350	$5,953,385	$212,621	$1.11
Subtotal	**133**	**180**		**$23,620,173**	**$177,595**	
Multifamily Senior Apartments						
One Bedroom	49	49	650	$7,515,442	$153,376	$1.66
Two Bedroom	21	42	850	$3,864,191	$184,009	$1.53
Subtotal	**70**	**91**		**$11,379,633**	**$162,566**	
Total Affordable	**203**	**271**	**846**	**$34,999,805**	**$171,338**	**$1.47**
Market Rate For-Sale						
Townhomes - Artist Cohousing						
One Bedroom	10	8	800	$2,300,000	$230,000	
Two Bedroom	10	16	1,200	$3,450,000	$345,000	
Three Bedroom	8	24	1,600	$3,680,000	$460,000	
Total Market Rate	**28**	**48**	**1,200**	**$9,430,000**	**$345,000**	
Residential Total[2]	**231**	**319**		**$44,429,805**		
Commercial						
The Art Underground (Office/Retail)			11,000	$1,573,000	$143	
Shared Studio/Classroom (Office)			3,488	$498,784	$143	
Live/Work Units Commercial (Office/Retail)[3]			4,200	---	---	
Subtotal			**18,688**	**$2,071,784**		

Source: BoulderCounty Housing Authority; Louisville Artist Cohousing; The Art Underground; Economic & Planning Systems

[1] Square feet listed are for the average per unit.

[2] The Residential Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

3 The value of the Live/Work units is captured in the Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081- BCHA - 245 N 96th Street Fiscal_0126 2015.xlsx]Valuation

Methodology

The fiscal impact analysis evaluates the operation and capital revenues and expenditures that will be generated as a result of the proposed development. EPS has used factors from the most recent (2015) Comprehensive Plan fiscal model. The results of the impact model have been split between three categories that measure fiscal impact based on the type of revenue or expenditure. These are as follows:

- **On-going Operations Factors**– The on-going factors cover the operational costs and revenues that recur annually. Examples of revenues include property tax, intergovernmental grants, motor vehicle use tax, specific ownership tax, and sales tax. Costs reflect the funds needed for personnel and other types of on-going City operations and maintenance activities. To determine the appropriate factors, costs for City departments have been apportioned to residential and non-residential uses and then converted into per unit or per square foot factors based on the City's current model.
- **One-Time Capital Factors** – Capital costs and revenues pertain to one-time improvements or payments. Revenue sources include use tax, building permits, plan check fees, and impact fees. Costs reflect the combined value of City facilities and assets which are then apportioned to residential and non-residential uses. These values are then divided by the total number of dwelling units or total non-residential square footage.
- **On-going Capital Sales Tax** – The exception to the standard collection of one-time capital revenues is the portion of sales tax committed to capital improvements and open space. EPS has isolated these revenues, as they function like operations (which are recurring), but are dedicated for capital or open space.

Assumptions and Adjustments

This analysis builds on the comprehensive plan fiscal model, with specific adjustments to reflect the unique nature of the proposal. Adjustments to the model factors were made to better estimate the impact of the development. All assumptions used in the model are summarized in Fiscal Model Table 1 provided in the attached fiscal model Appendix. The changes or assumptions made to the fiscal model by EPS are summarized below:

- **Property Tax** –Property tax was not calculated in this model for the BCHA units or for The Art Underground facility, as they are a Public Housing Authority (PHA) and a 501(c)(3) non-profit corporation respectively. The Studio/Classroom space shared between the two organizations was considered tax-exempt as well. The 24 Louisville Artist Cohousing market rate for-sale units are expected to generate approximately $3,500 in annual property tax revenue for the city.

- **Sales Tax Revenue** – Potential sales tax revenues from new residents are based on household incomes needed to support the assumed affordable unit rents and market rate mortgages as shown in Table A1 in the attached fiscal model Appendix A.

  The commercial spaces in this proposed development are not typical office or retail spaces, and adjustments were made to calculate sales tax generated by these facilities. The Art Underground (TAU) will not have dedicated space devoted to retail sales, however based on information provided by TAU, it is estimated that approximately $20,000 per year in taxable sales will be generated through the sale of dance shoes and dancewear, DVDs of shows, art

sold during gallery events, and a small amount of cafe/concessions sales. The City's standard 33 percent cannibalization factor was then applied, resulting in Net annual taxable revenue of $13,400. EPS assumes that the 4,200 square feet of the Live/Work units designed as work space will function as office space approximately 80 percent of the time while 20 percent will generate retail sales. However, while the City uses a $240 per square foot factor for retail sales, EPS estimates much lower per square foot sales ($25) for these spaces. The Shared Studio space is not expected to generate retail sales tax.

Sales tax generated by employees was adjusted to account for the atypical nature of the commercial spaces. EPS applied the Office sales per square foot factor to the three spaces but calibrated that figure for each use. The Art Underground is assumed to have about 65 percent of the usual sales generation impact as a typical office space. The employment density is less than a typical office, but multiple instructors and employees will go in and out of the building each day. Similarly, a 40 percent calibration was applied to the Live/Work Units and the Shared Studio space to account for the unique nature of those environments and to acknowledge that the employees/users of those spaces will not likely generate the same level of retail sales as a typical office employee.

- **Impact Fees** – The impact fees that were applied to the development are based on the City's current impact fee schedule. The Multifamily impact fee was applied to 240 multifamily bedrooms and 91 senior bedrooms, and the Single Family Attached fees were applied to the 28 cohousing townhome units based on number of bedrooms. The development program used in the model was provided by BCHA. The City impact fee schedule for office space less-than-50,000 square feet was applied to The Art Underground 11,000 square foot building, and the 3,500 square foot Shared Studio space. Impact fees were not calculated for the commercial portion of the Live/Work Units as the fees for those units were calculated in the residential section. The BCHA development is estimated to generate approximately $1.2 million in Impact Fees for the City.
- **Use Tax, Building Permit, Plan Check, and Trade Permit Fees –** Construction values for construction use tax and permit and plan fees were derived using the assumed market values of the development program, construction values, and tax rates from the comprehensive plan fiscal impact model, assuming that construction materials represent 50 percent of construction value. Trade permit fees are calculated as a percentage of building permit fees. The BCHA multifamily and senior housing components, The Art Underground facility, and The Shared Studio space are tax exempt and thus generate no construction use tax. The Louisville Artist Cohousing for-sale units generate $104,000 in construction use tax. The BCHA development generates $207,000 in permit fees, $132,000 in plan check fees, and $83,000 in trade permit fees for the City.

Fiscal Impact Summary

The BCHA development is estimated to result in approximately $191,000 in on-going annual revenue to the City and to generate approximately $356,000 on-going annual expenditures. The result is a net fiscal on-going operations balance of negative $165,000 annually, as shown in **Table 2**.

The dedicated revenues generated by taxes for capital projects and open space are shown in a separate category. This highlights the fiscal on-going operations balance mentioned above, but also acknowledges an additional positive annual fiscal impact derived from the development.

There is expected to be an annual recurring revenue stream of $31,000 from sales tax revenue that is dedicated to capital projects and open space. Accounting for this revenue stream, the effective total annual revenues to the City will be negative by $134,000.

The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,500,000 upon the City in demand for new capital investments. The project is estimated to generate $1,628,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $871,000.

Although there is not a large retail component to this project, EPS believes it will have also have a positive impact on the Christopher Plaza commercial center at the northwest corner of South Boulder Road and Hwy 42. Christopher Plaza has historically had high vacancy rates for office and particularly ground floor retail spaces. However, over the last 12 months, TEBO properties has signed tenants for several retail and office spaces at the center. Several small ground floor retail spaces totaling approximately 7,500 square feet remain vacant at this time.

Existing and future retail tenants of Christopher Village will benefit from 194 additional households in the area as well as increased activity associated with The Art Underground building and a completed network of streets and sidewalks that will connect the existing commercial area to the BCHA development as well as additional recently constructed developments to the north and the west. The Art Underground has consistently had 26,000 to 30,000 points of contact with individuals annually for classes, workshops, rehearsals, or event attendance. This number is expected to increase at the new facility, with new and expanded programming targeted to adults and seniors (generating approximately 150 to 300 additional weekly visits), expanded dance programming, an increase in weekend performances, and capacity for more summer camp attendance.

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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F I S C A L M O D E L

Fiscal Impact Model
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Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

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Source: Economic & Planning Systems

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B A C K G R O U N D

Table 1
Fiscal Analysis Assumptions
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Assumptions

Property Tax Assumptions per Sq Ft or Unit	Market Value	Appraised Value	Construction Value	Assessment Ratio	Mill Levy
Mulitfamily Apartments (Affordable)	$246,660	$221,994	$177,595	0.0796	5.184
Multifamily Senior Apartments (Affordable)	$225,786	$203,208	$162,566	0.0796	5.184
Townhomes - Artist Cohousing (For-sale Market rate)	$345,000	$310,500	$248,400	0.0796	5.184
Office	$143	N/A	$105	0.2900	5.184
Retail	$132	N/A	$95	0.2900	5.184
Building Use Tax Assumptions [1]	**Commercial**	**Resid.**			
Capital Use Tax Rate	3.000%	3.000%			
Historical Preservation Rate [2]	0.125%	0.125%			
Conservation Trust Rate [2]	0.375%	0.375%			
Construction Value %	50%	50%			
Sales Tax Assumptions					
Operating Sales Tax Rate	2.000%				
Historic Preservation Rate [2]	0.125%				
Capital Improvement Sales Tax Rate [3]	1.000%				
Open Space Sales Tax Rate [2]	0.375%				
Sales per Sq Ft	$240	Comp Plan			
Sales per Sq Ft - Retail Employee	$3.45	Comp Plan			
Sales per Sq Ft - Office Employee	$8.03	Comp Plan			
Cannibalization Factor for New Retail	33%	Comp Plan			

Allocation of Operating Costs	Residential	Non-Residential	Retail	Industrial	Office
General Government					
Central Charges	70%	30%	11%	10%	9%
Legislative	80%	20%	7%	7%	7%
Municipal Court	60%	40%	13%	13%	13%
City Manager	70%	30%	11%	10%	9%
City Attorney	20%	80%	27%	27%	27%
City Clerk	60%	40%	13%	13%	13%
Human Resources	70%	30%	11%	10%	9%
Information Systems	70%	30%	11%	10%	9%
Finance	60%	40%	25%	8%	8%
Planning	35%	65%	10%	40%	15%
General Government	60%	40%	14%	15%	12%
Police	65%	35%	25%	5%	5%
Recreation & Senior Services	100%	0%	0%	0%	0%
Library	100%	0%	0%	0%	0%
Public Works	60%	40%	10%	5%	25%
Land Management					
Developed Land	100%	0%	0%	0%	0%
Open Space	100%	0%	0%	0%	0%

Development Revenues (all are used for Capital Improvements) Facility Impact Fees	Library	Parks & Trails	Recreation	Municipal Faciltiies	Transportation
Multifamily Apartments	$270	$1,516	$1,001	$344	$144
Multifamily Senior Apartments	$270	$1,516	$1,001	$344	$0
Townhomes - Artist Cohousing	$270	$1,516	$1,001	$344	$0
The Art Underground (Commercial (per SF) < 50,000 sf)	---	---	---	$0.37	$0.23

Single Family Units	6,275
Multi Family Units	1,561
Number of current Households	**7,836**
Number of Current Retail Sq Ft	1,401,281
Number of Current Industrial Sq Ft	2,380,013
Number of Current Office Sq Ft	1,608,285
Number of Current Public Sq Ft	206,691
Number of current Non-residential SqFt	**5,596,270**

Note: Shading indicates modifications from the Comprehensive Plan analysis
[1] Identical to the Comprehensive Plan assumptions
[2] The City currently collects a .375% sales and use tax that is designated for open space purchases and a .125% sales and use tax that is designated for historic preservation. These revenues cannot be used for captial improvements.
[3] By ordinance, 1/3 of the City's regular 3.000% sales and use tax rate is to be used for capital improvements and is deposited into the City's Capital Projects Fund. This revenue cannot ve used for other purposes.
Source: City of Louisville; Economic & Planning Systems
H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Assumptions

Table 2
Baseline Fiscal Conditions - Cost Factors
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

On-Going Costs	Total Annual Operating Costs	Residential: Residential Allocation	Residential: Operating Costs per HH Unit	Non-Residential: Non-Residential Allocation	Non-Residential: Operating Costs per SqFt	Non-Residential: Retail Costs per Sq Ft	Non-Residential: Industrial Costs per Sq Ft	Non-Residential: Office Costs per Sq Ft
General Government	$3,939,441	$2,337,429	$298.29	$1,602,012	$0.30	$0.35	$0.29	$0.27
Police	$4,955,430	$3,221,030	$411.06	$1,734,401	$0.32	$0.88	$0.10	$0.15
Parks and Recreation & Sr Services	$3,078,340	$3,078,340	$392.85	$0	$0.00	$0.00	$0.00	$0.00
Library	$1,768,300	$1,768,300	$225.66	$0	$0.00	$0.00	$0.00	$0.00
Public Works	$2,161,600	$1,296,960	$165.51	$864,640	$0.16	$0.15	$0.05	$0.34
Total Operating Cost per DU			**$1,493**					
Total Operating Cost per SqFt					**$0.78**	**$1.38**	**$0.44**	**$0.76**

Capital Costs	Estimated Current Value	Residential: Residential Allocation	Residential: Capital Costs per HH Unit	Non-Residential: Non-Residential Allocation	Non-Residential: Operating Costs per SqFt	Non-Residential: Retail Costs per Sq Ft	Non-Residential: Industrial Costs per Sq Ft	Non-Residential: Office Costs per Sq Ft
General Government	$2,927,400	$1,736,944	$221.66	$1,190,456	$0.22	$0.26	$0.21	$0.20
Police	$3,725,000	$2,421,250	$308.99	$1,303,750	$0.24	$0.66	$0.08	$0.12
Public Works	$1,280,000	$768,000	$98.01	$512,000	$0.09	$0.09	$0.03	$0.20
Parks and Recreation & Sr Services	$61,650,000	$61,650,000	$7,867.53	$0	$0.00	$0.00	$0.00	$0.00
Library	$8,976,260	$8,976,260	$1,145.52	$0	$0.00	$0.00	$0.00	$0.00
Transportation								
Single-Family	---	---	$1,573.86	---	---	---	---	---
Multi-Family	---	---	$956.66	---	---	---	---	---
Commercial	---	---	---	---	$3.97	$8.66	$1.88	$3.97
Total Capital Costs per DU								
Single-Family	---	---	**$11,216**	---	---			
Attached	---	---	**$11,216**	---	---			
Multi-Family	---	---	**$10,598**	---	---			
Total Capital Costs per SqFt								
Commercial	---	---	---	---	**---**	**$9.67**	**$2.20**	**$4.48**

Source: City of Louisville; Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Cost Factors

Table 3
Baseline Fiscal Conditions - Revenue Factors
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Residential Per Unit			Commercial Per Sq. Ft.		
	Multifamily Apartments	Multifamily Senior Apartments	Townhomes - Artist Cohousing	The Art Underground	Live/Work Units	Shared Studio
On-going Revenues						
Property Tax	$0	$0	$125	$0.00	$0.00	$0.00
Other Taxes	$334	$334	$334	$0.06	$0.06	$0.06
Fines and Fees	$265	$265	$265	$0.09	$0.09	$0.09
Sales Tax						
Operation (2%) - Retail Sales	$190	$174	$239	$0.02	$0.07	$0.00
Operation (2%) - Employee Sales	$0	$0	$0	$0.10	$0.06	$0.06
Sales Tax Subtotal	**$190**	**$174**	**$239**	**$0.13**	**$0.13**	**$0.06**
Total On-going Revenues	**$790**	**$774**	**$964**	**$0.28**	**$0.28**	**$0.21**
On-going Capital Revenues						
Capital Imp. (1%)	$95	$87	$120	$0.01	$0.03	$0.00
Open Space (.375%)	$36	$33	$45	$0.00	$0.01	$0.00
Total On-going Cap. Rev.	**$131**	**$120**	**$164**	**$0.02**	**$0.05**	**$0.00**
One-time Revenues						
Use Tax	$0	$0	$3,726	$0.00	$0.00	$0.00
Building Permits	$725	$679	$1,890	$0.60	---	$0.87
Trade Permit Fees	$290	$272	$756	$0.24	$0.00	$0.11
Plan Check Fees	$472	$441	$1,229	$0.39	$0.00	$0.57
Impact Fees						
Parks & Trails Fee	$2,736	$1,971	$1,918	---	---	---
Rec. Fee	$1,806	$1,301	$1,267	---	---	---
Library Fee	$487	$351	$342	---	---	---
Municipal Facilities Fee	$621	$447	$435	$0.37	---	$0.12
Transp. Fee	$260	$187	$109	$0.23	---	$0.07
Total One-time Revenues	**$7,397**	**$5,649**	**$11,672**	**$1.83**	**$0.00**	**$1.74**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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Table 4
Proposed Development Program
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Units	# BR	Sq Ft[1]	Estimated Value	Valuation Per Unit/ Sq. Ft.	Rental Rate Per Sq. Ft.
Residential						
Affordable - 60% AMI						
Multifamily Apartments						
One Bedroom	54	54	700	$8,282,324	$153,376	$1.55
Two Bedroom	51	102	980	$9,384,464	$184,009	$1.32
Three Bedroom	28	84	1,350	$5,953,385	$212,621	$1.11
Subtotal	**133**	**240**		**$23,620,173**	**$177,595**	
Multifamily Senior Apartments						
One Bedroom	49	49	650	$7,515,442	$153,376	$1.66
Two Bedroom	21	42	850	$3,864,191	$184,009	$1.53
Subtotal	**70**	**91**		**$11,379,633**	**$162,566**	
Total Affordable	**203**	**331**	**846**	**$34,999,805**	**$171,338**	**$1.47**
Market Rate For-Sale						
Townhomes - Artist Cohousing						
One Bedroom	10	10	800	$2,300,000	$230,000	
Two Bedroom	10	20	1,200	$3,450,000	$345,000	
Three Bedroom	8	24	1,600	$3,680,000	$460,000	
Total Market Rate	**28**	**54**	**1,200**	**$9,430,000**	**$345,000**	
Residential Total[2]	**231**	**385**		**$44,429,805**		
Commercial						
The Art Underground (Office/Retail)			11,000	$1,573,000	$143	
Shared Studio/Classroom (Office)			3,488	$498,784	$143	
Live/Work Units Commercial (Office/Retail)[3]			4,200	---	---	
Subtotal			**18,688**	**$2,071,784**		

Source: BoulderCounty Housing Authority; Louisville Artist Cohousing; The Art Underground; Economic & Planning Systems

[1] Square feet listed are for the average per unit.

[2] The Residential Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

3 The value of the Live/Work units is captured in the Artist Cohousing section above.

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F I S C A L M O D E L

Table 5
Operations/On-Going Fiscal Analysis
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Proposed Development	Multifamily Apartments		Multifamily Senior Apartments		Townhomes - Artist Cohousing		The Art Underground		Live/Work Units		Shared Studio		Total
	Per Unit	Subtotal	Per Unit	Subtotal	Per Unit	Subtotal	Per Sq. Ft.	Subtotal	Per Sq. Ft.	Subtotal	Per Sq. Ft.	Subtotal	
Total New		133		70		28		11,000		4,200		3,488	
On-Going Revenues (Operations)													
Property Tax	$0	$0	$0	$0	$125	$3,502	$0.00	$0	$0.00	$0	$0.00	$0	$3,502
Other Taxes	$334	$44,479	$334	$23,410	$334	$9,364	$0.06	$696	$0.06	$266	$0.06	$221	$78,437
Fines and Fees	$265	$35,247	$265	$18,551	$265	$7,420	$0.09	$937	$0.09	$358	$0.09	$297	$62,810
Sales Tax									$0.00				
Operation (2%) - Retail Sales	$190	$25,316	$174	$12,197	$239	$6,699	$0.02	$268	$0.07	$281	$0.00	$0	$44,761
Operation (2%) - Employee Sales	$0	$0	$0	$0	$0	$0	$0.10	$1,149	$0.06	$270	$0.06	$224	$1,643
Total Annual Revenue	**$790**	**$105,042**	**$774**	**$54,158**	**$964**	**$26,985**	**$0.28**	**$3,051**	**$0.28**	**$1,175**	**$0.21**	**$742**	**$191,153**
On-Going Revenues (Capital)													
Capital Imp. (1%)	$95	$12,658	$87	$6,098	$120	$3,349	$0.01	$134	$0.03	$141	$0.00	$0	$22,380
Open Space (.375%)[1]	$36	$4,747	$33	$2,287	$45	$1,256	$0.00	$50	$0.01	$53	$0.00	$0	$8,393
Total On-going Cap. Rev.	**$131**	**$17,405**	**$120**	**$8,385**	**$164**	**$4,605**	**$0.02**	**$184**	**$0.05**	**$193**	**$0.00**	**$0**	**$30,773**
On-Going Expenditures (Operations)[2]													
General Government	$298	$39,673	$298	$20,881	$298	$8,352	$0.27	$2,948	$0.00	$0	$0.27	$935	$72,789
Police	$411	$54,670	$411	$28,774	$411	$11,510	$0.15	$1,695	$0.00	$0	$0.15	$537	$97,186
Parks and Recreation & Sr Services	$393	$52,248	$393	$27,499	$393	$11,000	$0.00	$0	$0.00	$0	$0.00	$0	$90,747
Library	$226	$30,013	$226	$15,796	$226	$6,319	$0.00	$0	$0.00	$0	$0.00	$0	$52,128
Pub. Wks/Trans.	$166	$22,013	$166	$11,586	$166	$4,634	$0.34	$3,696	$0.00	$0	$0.34	$1,172	$43,102
Total	**$1,493**	**$198,618**	**$1,493**	**$104,536**	**$1,493**	**$41,814**	**$0.76**	**$8,339**	**$0.00**	**$0**	**$0.76**	**$2,644**	**$355,952**
Annual Net Fiscal Balance	**($704)**	**($93,576)**	**($720)**	**($50,378)**	**($530)**	**($14,829)**	**($0.48)**	**($5,288)**	**$0.28**	**$1,175**	**($0.55)**	**($1,902)**	**($164,799)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

[1] A portion of Open Space can be used for operations

[2] Expenditures for the Live/Work units are captured in the Residential Townhomes-Artist Cohousing section.

Table 6
Capital/One-time Fiscal Analysis
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Factors						Subtotals						
Proposed Development	**Multifamily Apartments**	**Multifamily Senior Apartments**	**Townhomes - Artist Cohousing**	**The Art Underground**	**Live/Work Units**	**Shared Studio**	**Multifamily Apartments**	**Multifamily Senior Apartments**	**Townhomes - Artist Cohousing**	**The Art Underground**	**Live/Work Units**	**Shared Studio**	**Total**
Total		Per Unit			Per Sq. Ft.		133	70	28	11,000	4,200	3,488	
One-time Revenues													
Use Tax	$0	$0	$0	$0.00	$0.00	$0.00	$0	$0	$0	$0	$0	$0	$0
Building Permits [1]	$725	$679	$1,890	$0.60	$0.00	$0.87	$96,481	$47,519	$52,931	$6,620	$0	$3,046	$206,596
Trade Permit Fees	$290	$272	$756	$0.24	$0.00	$0.11	$38,592	$19,007	$21,172	$2,648	$0	$386	$81,807
Plan Check Fees	$472	$441	$1,229	$0.39	$0.00	$0.57	$62,712	$30,887	$34,405	$4,303	$0	$1,980	$134,288
Impact Fees													
Parks & Trails Fee	$2,736	$1,971	$1,918	---	---	---	$363,840	$137,956	$53,700	---	---	---	$555,496
Rec. Fee	$1,806	$1,301	$1,267	---	---	---	$240,240	$91,091	$35,472	---	---	---	$366,803
Library Fee	$487	$351	$342	---	---	---	$64,800	$24,570	$9,580	---	---	---	$98,950
Municipal Facilities Fee	$621	$447	$435	$0.37	---	$0.12	$82,560	$31,304	$12,180	$4,070	---	$409	$130,523
Transp. Fee	$260	$187	$109	$0.23	---	$0.07	$34,560	$13,104	$3,052	$2,530	---	$254	$53,500
Total One-Time Revenues	**$7,397**	**$5,649**	**$7,946**	**$1.83**	**$0.00**	**$1.74**	**$983,785**	**$395,438**	**$222,493**	**$20,171**	**$0**	**$6,076**	**$1,627,963**
One-time Expenditures[2]													
General Government	$222	$222	$222	$0.20	$0.00	$0.20	$29,481	$15,516	$6,207	$2,191	$0	$695	$54,090
Police	$309	$309	$309	$0.12	$0.00	$0.12	$41,096	$21,629	$8,652	$1,274	$0	$404	$73,055
Public Works	$98	$98	$98	$0.20	$0.00	$0.20	$13,035	$6,861	$2,744	$2,189	$0	$694	$25,523
Parks and Recreation & Sr Services	$7,868	$7,868	$7,868	$0.00	$0.00	$0.00	$1,046,382	$550,727	$220,291	$0	$0	$0	$1,817,400
Library	$1,146	$1,146	$1,146	$0.00	$0.00	$0.00	$152,354	$80,186	$32,074	$0	$0	$0	$264,614
Transportation	$957	$957	$957	$3.97	$0.00	$0.00	$127,236	$66,966	$26,786	$43,621	$0	$0	$264,609
Total One-Time Expenditures	**$10,598**	**$10,598**	**$10,598**	**$4.48**	**$0.00**	**$0.51**	**$1,409,583**	**$741,886**	**$296,754**	**$49,274**	**$0**	**$1,793**	**$2,499,291**
Net Fiscal Balance	**($3,201)**	**($4,949)**	**($2,652)**	**($2.65)**	**$0.00**	**$1.23**	**($425,798)**	**($346,448)**	**($74,261)**	**($29,103)**	**$0**	**$4,283**	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems
[1] Does not include Water or Sewer Tap Fees
[2] Expenditures for the Live/Work units are captured in the Residential Townhomes-Artist Cohousing section.
H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\Old Drafts of Models\[143081 - BCHA - 245 N 96th Street Fiscal_12 18 14.xlsx]Assumptions

Table 7
Fiscal Analysis Summary
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Summary

A P P E N D I X

Table A1
Boulder County HUD Income Limits, 2014
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Program	1 Person		2 Person		3 Person		4 Person		5 Person	
AMI	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**
$96,800										
30%	$0	$20,200	$20,201	$23,100	$23,101	$26,000	$26,001	$28,850	$28,851	$31,200
50%	$0	$33,650	$33,651	$38,450	$38,451	$43,250	$43,251	$48,050	$48,051	$51,900
60%	**$0**	**$40,380**	**$40,381**	**$46,140**	**$46,141**	**$51,900**	**$51,901**	**$57,660**	**$57,661**	**$62,280**
80%	$0	$44,750	$44,751	$51,150	$51,151	$57,550	$57,551	$63,900	$63,901	$69,050

Source: HUD; Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]HUD Income Limits

AMI Assuming tenants cannot pay more than **30%** of their income as rent.

30%	$505	$505	$578	$578	$650	$650	$721	$721	$780
50%	$841	$841	$961	$961	$1,081	$1,081	$1,201	$1,201	$1,298
60%	**$1,010**	**$1,010**	**$1,154**	**$1,154**	**$1,298**	**$1,298**	**$1,442**	**$1,442**	**$1,557**

Table A2
Boulder County Rents at 60% AMI
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

AMI	1 Bedroom	2 Bedrooms	3 Bedrooms
30%	$541	$650	$751
50%	$901	$1,081	$1,249
60%	$1,082	$1,298	$1,499

Source: U.S. Department of Housing and Urban Development; Economic & Planning Systems

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Table A3
Valuation of For-Rent Apartment Units
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

		Multifamily Apartments				Multifamily Senior Apartments		
	Factor	One Bedroom	Two Bedroom	Three Bedroom	Multifamily Average	One Bedroom	Two Bedroom	Multifamily Senior Average
Program								
Unit Mix		54	51	28	**133**	49	21	**70**
Size		700	980	1,350	**944**	650	850	**710**
Rent at 60% AMI		$1,082	$1,298	$1,499	**$1,252**	$1,082	$1,298	**$1,146**
Annual Income[1]		$43,260	$51,900	$59,970	**$50,091**	$43,260	$51,900	**$45,852**
Rent per Sq. Ft.		$1.55	$1.32	$1.11	**$1.37**	$1.66	$1.53	**$1.62**
Revenue								
Monthly Revenue		$58,401	$66,173	$41,979	**$171,892**	$52,994	$27,248	**$80,645**
Annual Income	12	$700,812	$794,070	$503,748	**$2,062,705**	$635,922	$326,970	**$967,739**
VCL	5%	$35,041	$39,704	$25,187	**$103,135**	$31,796	$16,349	**$48,387**
Operating Expenses	30%	$210,244	$238,221	$151,124	**$618,812**	$190,777	$98,091	**$290,322**
NOI		$455,528	$516,146	$327,436	**$1,340,759**	$413,349	$212,531	**$629,030**
Valuation								
Value	**5.50%**	**$8,282,324**	**$9,384,464**	**$5,953,385**	**$24,377,428**	**$7,515,442**	**$3,864,191**	**$11,436,911**
Value per Unit		$153,376	$184,009	$212,621	**$183,289**	$153,376	$184,009	**$163,384**
Rent Per Month		$1,082	$1,298	$1,499	**$1,292**	$1,082	$1,298	**$1,152**

Source: BCHA; U.S. HUD; Denver Metro Apartment Vacancy & Rent Survey; Economic & Planning Systems

[1] Annual incomes are based on HUD income limits for 60 percent AMI as shown in Table A1. Income for one bedroom units is an average of HUD income limits for one and two person households. Income for three bedroom multifamily units is an average of HUD income limits for four and five person households.

Note: The Multifamily and Senior Multifamily Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

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Table A4
On-Site Household Income and Sale Tax Generated per Unit
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Affordable			Market Rate	
	Factor	Multifamily Apartments	Multifamily Senior Apartments	Factor	Townhomes - Artist Cohousing
HH Income					
Units		133	70		28
Monthly Payment [1]		---	---		$1,574
Insurance		---	---	10%	$157.39
Total Monthly Exp.		---	---		$1,731
Total Ann. Exp.		---	---	12	$20,776
Total Income [2]		$50,091	$45,852	33%	$62,956
% on Retail		38%	38%		38%
% Spent Locally		50%	50%		50%
Retail Sales		**$9,517**	**$8,712**		**$11,962**
City Sales Tax Revenue					
Operating Sales Tax	2.000%	$190	$174	2.000%	$239
Capital Imp. Sales Tax	1.000%	$95	$87	1.000%	$120
Open Space Sales Tax	0.375%	$36	$33	0.375%	$45
Total	**3.375%**	**$321**	**$294**	**3.375%**	**$404**
Average Household Income		**$50,091**	**$45,852**		**$62,956**
Comprehensive Plan HH Income		$81,015	$81,016		$81,017
Differential		62%	57%		78%
Sales Tax per Household [3]		$321	$294		$404

Source: City of Louisville; Economic & Planning Systems

[1] Monthly payment for Artist Cohousing Townhomes is calculated based on a typical mortgage payment with 20 percent down, 4.5 percent interest, and property tax at 85.187 mills.

[2] Total Income for multifamily and multifamily senior apartments are averages for each housing type, calculated in Table A3 based on estimated rents at 60 percent AMI.

[3] Based on Comprehensive Plan, assuming 38% of household income spent on retail and 50% local capture. Sales Tax revenue is allocated to operations (2%) and capital and open space (1.375%)

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Table A5
Point of Sale Retail Sales Tax Revenue Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Factor/Unit	The Art Underground[1]	Live/Work Units[2,3]
The Art Underground Facility	Sq. Ft.	**11,000**	**4,200**
Activity devoted to Retail		---	0.20
		---	**840**
Retail Sales Factor	Per Sq. Ft.	---	$25
Annual Retail Sales		$20,000	$21,000
Cannibalization		33%	33%
Retail Sales		($6,600)	($6,930)
Net Annual Revenue		**$13,400**	**$14,070**
City Sales Tax Revenue			
Operating Sales Tax	2.000%	$268	$281
Capital Imp. Sales Tax	1.000%	$134	$141
Open Space Sales Tax	0.375%	$50	$53
Total	**3.375%**	**$452**	**$475**
City Sales Tax Factors			
Operating Sales Tax		$0.02	$0.07
Capital Imp. Sales Tax		$0.01	$0.03
Open Space Sales Tax		$0.00	$0.01
Sales Tax Total		**$0.04**	**$0.11**

Source: The Art Underground; City of Louisville, Economic & Planning Systems

[1] The Art Underground (TAU) will not have dedicated space devoted to retail sales, however based on information provided by TAU, it is estimated that approximately $20,000 per year in taxable sales will be generated through the sale of dance shoes and dancewear, DVDs of shows, art sold during gallery events, and a small amount of cafe/concessions sales.

[2] Live/Work commercial space is calculated assuming 28 units each with 150 square feet of studio space. EPS assumes that this space will be utilized approximately 80 percent as office space and 20 percent as retail space.

[3] The retail sales factor for the Live/Work units was revised down from $240 per square foot to $25 per square foot to account for the limited nature of retail sales in this context.

Note: The 3,488 square foot Shared Studio/Classroom space is assumed to be utilized in a manner consistent with office space, and thus no point-of-sale tax is calculated.

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Table A6
Retail Sales from Employees
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Sales Tax	Factor	Art Undergound	Live/Work Units	Shared Studios
Total Sales				
Net New Square Footage		11,000	4,200	3,488
Sales Per Sq. Ft.		$8.03	$8.03	$8.03
Calibration		65%	40%	40%
Revised Sales Per Sq. Ft.		$5.22	$3.21	$3.21
Annual Sales		**$57,446**	**$13,498**	**$11,210**
City Sales Tax Revenue				
Operating Sales Tax	2.00%	$1,149	$270	$224
Capital Imp. Sales Tax	1.00%	$574	$135	$112
Open Space Sales Tax	0.38%	$215	$51	$42
Total	**3.38%**	**$1,939**	**$456**	**$378**
Per Square Foot Factors				
Operating Sales Tax		$0.10	$0.06	$0.06
Capital Imp. Sales Tax		$0.05	$0.03	$0.03
Open Space Sales Tax		$0.02	$0.01	$0.01
Total		**$0.18**	**$0.11**	**$0.11**

Source: City of Louisville, Economic & Planning Systems

Note: Retail sales per square foot factors for employee-generated sales for the three commercial uses in the Boulder County Housing Authority proposal were calibrated to account for these uses not being typical "office" or "retail" settings.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\Old Drafts of Models\[143081 - BCHA - 245 N 96th Street Fiscal_12 18 14.xlsx]Assumptions

Table A7
Proposed Development Property Tax Revenue Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Market Value	Appraised Value	Assess Ratio	Assessed Value	Mill Levy[1]	Property Tax Proceeds	Per Unit/Sq. Ft.
Residential							
Multifamily Apartments[2]	$23,620,173	$21,258,155	0.00%	$0	0	$0	$0.00
Multifamily Senior Apartments[2]	$11,379,633	$10,241,669	0.00%	$0	0	$0	$0.00
Townhomes - Artist Cohousing	$9,430,000	$8,487,000	7.96%	$675,565	5.184	$3,502	$125.08
Commercial							
The Art Underground[3]	$1,573,000	$1,415,700	0.00%	$0	---	$0	$0.00
Live/Work Units[4]	$498,784	---	0.00%	$0	---	$0	$0.00
Shared Studio[5]	---	---	0.00%	$0	---	$0	$0.00
Subtotal	**$2,071,784**	**$1,415,700**		**$0**		**$0**	**$0**
Total	**$46,501,589**	**$41,402,525**		**$675,565**		**$3,502**	

Source: City of Lousiville; Economic & Planning Systems

[1] Note: This mill levy is only for the City of Louisville General Fund and does not include the additional 1.526 mills levied by the City for bond maintenance.

[2] Note: As a Public Housing Authority (PHA), the BHCA multifamily and senior aprtment units are not subject to property tax.

[3] Note: The Art Underground is a 501(c)(3) tax-exempt non-profit entity, and as such, pays no property tax.

[4] Note: The Boulder County Assessor has indicated that the 4,200 square feet of studio space in the Artist Cohousing Live/Work units would likely be considered as home offices, and thus assessed at a residential rate (already captured above in the residential section).

[5] Note: The Shared Studio/Classroom is operated by Boulder County Housing Authority and The Art Underground, both of which are tax-exempt entities, and as such, pay no property tax.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Property Tax

Table A8
Estimated Construction Use Tax
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Development Program	Units / Sq. Ft.	Construction Value	Materials Cost[1]	Tax Rate[2]	Total Est. Use Tax	Per Unit / Sq. Ft.
Residential						
Multifamily Apartments[3]	133	$23,620,173	$11,810,086	0.00%	$0	$0
Multifamily Senior Apartments[3]	70	$11,379,633	$5,689,816	0.00%	$0	$0
Townhomes - Artist Cohousing	28	$6,955,200	$3,477,600	3.00%	$104,328	$3,726
Subtotal	**231**	**$41,955,005**	**$20,977,503**	**3.00%**	**$104,328**	
Commercial						
The Art Underground[3]	11,000	$1,155,000	$577,500	0.00%	$0	
Live/Work Units[4]	3,488	---	---	0.00%	$0	
Shared Studio[5]	4,200	---	---	0.00%	$0	
Subtotal	**18,688**	**$1,155,000**	**$577,500**		**$0**	
Total		**$43,110,005**	**$21,555,003**		**$104,328**	

[1] Assumes construction materials represent 50 percent of construction value.

[2] Only includes the General Fund portion of the use tax rate.

[3] BCHA and TAU ae tax-exempt organizations and therefore not subject to contruction use tax.

[4] Note: Construction use tax for the Artist/Cohousing Live/Work units is captured in the residential Townhomes-Artist Cohousing section above.

[5] Note: The Shared Studio/Classroom is operated by Boulder County Housing Authority and The Art Underground, both of which are tax-exempt entities, and as such, pay no property tax.

Source: City of Louisville; Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Const. Use Tax Res.

Table A9
Building Permits & Plan Check Fee Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Construction Value	Base Fee	Graduated Fee	Permit Fee	Plan Check Fee	Total Revenue
Residential						
Multifamily Apartments	$23,620,173			$96,481	$62,712	$159,193
Per Unit	$177,595	$6,000	$4	$725	$472	$1,197
Multifamily Senior Apartments	$11,379,633			$47,519	$30,887	$78,406
Per Unit	$162,566	$6,000	$4	$679	$441	$1,120
Townhomes - Artist Cohousing	$6,955,200			$52,931	$34,405	$87,336
Per Unit	$248,400	$1,000	$6	$1,890	$1,229	$3,119
Residential Total	**$41,955,005**			**$196,930**	**$128,005**	**$324,935**
Commercial						
The Art Underground	$1,155,000	$6,000	$4	$6,620	$4,303	$10,923
Per Sq. Ft.				$0.60	$0.39	$1.0
Live/Work Units[1]	---	---	---	---	$0	$0
Per Sq. Ft.				---	$0.00	$0.0
Shared Studio	$441,000	$1,000	$6	$3,046	$1,980	$5,026
Per Sq. Ft.				$0.87	$0.57	$1.4
Commercial Total	**$1,596,000**			**$9,666**	**$4,303**	**$15,949**
Total	**$43,551,005**			**$206,596**	**$132,308**	**$340,884**

Source: City of Louisville; Economic & Planning Systems

[1] Building Permit and Plan Check fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Permit Fees & Plan Fees

Table A10
New Impact Fee Schedule
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Size Bedrooms/ Sq. Ft.	Parks & Trails	Rec. Facilities	Library	Municipal Facilities	Transportation	Total
Residential							
Single Family							
	0-2	$1,822	$1,203	$325	$413	$185	$3,948
	3	$2,664	$1,759	$475	$604	$225	$5,727
	4	$3,464	$2,288	$617	$786	$287	$7,442
	5+	$4,233	$2,796	$754	$960	$379	$9,122
Single Family Attached							
	0-2	$1,653	$1,092	$295	$375	$93	$3,508
	3+	$2,580	$1,704	$460	$585	$149	$5,478
Multifamily		$1,516	$1,001	$270	$344	$144	$3,275
Nonresidential							
Retail	< 50,000	N/A	N/A	N/A	$0.27	$0.43	$0.70
Retail	50,000-100,000	N/A	N/A	N/A	$0.24	$0.38	$0.62
Retail	100,000-200,000	N/A	N/A	N/A	$0.21	$0.33	$0.55
Business Park		N/A	N/A	N/A	$0.30	$0.19	$0.49
Medical-Dental		N/A	N/A	N/A	$0.39	$0.53	$0.91
Office	< 50,000	N/A	N/A	N/A	$0.37	$0.23	$0.60
Office	50,000-100,000	N/A	N/A	N/A	$0.35	$0.19	$0.55
Office	100,000-200,000	N/A	N/A	N/A	$0.33	$0.17	$0.50
Hospital		N/A	N/A	N/A	$0.30	$0.24	$0.54
Mini-Warehouse		N/A	N/A	N/A	$0.00	$0.04	$0.04
Warehousing		N/A	N/A	N/A	$0.09	$0.05	$0.14
Manufacturing		N/A	N/A	N/A	$0.17	$0.06	$0.23
Light Industrial		N/A	N/A	N/A	$0.22	$0.10	$0.32
Lodging (per room)		N/A	N/A	N/A	$42.00	$82.00	$124
Elementary School (per student)		N/A	N/A	N/A	$8.00	$19.00	$27
Secondary School (per student)		N/A	N/A	N/A	$8.00	$25.00	$33
Day Care (per student)		N/A	N/A	N/A	$15.00	$65.00	$81
Nursing Home (bed)		N/A	N/A	N/A	$35.00	$35.00	$69

Source: City of Louisville; Economic & Planning Sytems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]New Impact Fee

Development Program	Units / Sq. Ft.	# Bedrooms	Parks & Trails	Rec. Facilities	Library	Municipal Facilities	Transportation	Total
Residential								
Multifamily Apartments	**133**	**240**	**$363,840**	**$240,240**	**$64,800**	**$82,560**	**$34,560**	**$786,000**
Per Unit			$2,736	$1,806	$487	$621	$260	$5,910
Multifamily Senior Apartments	**70**	**91**	**$137,956**	**$91,091**	**$24,570**	**$31,304**	**$13,104**	**$298,025**
Per Unit			$1,971	$1,301	$351	$447	$187	$2,241
Townhomes - Artist Cohousing	**28**		**$53,700**	**$35,472**	**$9,580**	**$12,180**	**$3,052**	**$113,984**
Per Unit (1 and 2 bedrooms)	20		$1,653	$1,092	$295	$375	$93	$3,508
Per Unit (3 bedrooms)	8		$2,580	$1,704	$460	$585	$149	$5,478
Weighted Average			$1,918	$1,267	$342	$435	$109	$4,071
Commercial								
The Art Underground	11,000		N/A	N/A	N/A	$4,070	$2,530	**$6,600**
Per Square Foot			---	---	---	$0.37	$0.23	$0.60
Live/Work Units[1]	4,200		N/A	N/A	N/A	---	---	**$0**
Per Square Foot			---	---	---	---	---	$0.00
Shared Studio	3,488		N/A	N/A	N/A	$1,291	$802	**$2,093**
Per Square Foot			---	---	---	$0.12	$0.07	$0.19
Total			**$555,496**	**$366,803**	**$98,950**	**$126,044**	**$50,716**	**$1,204,609**

Source: City of Louisville; Economic & Planning Systems

[1] Impact fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

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Table A11
Trade Permit Fees
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Development Program	# Units / Sq. Ft.	Factor	Trade #1 20%	Trade # 2 10%	Trade # 3 10%	Total
Residential						
Multifamily Apartments	133	$96,481	**$19,296**	**$9,648**	**$9,648**	**$38,592**
Per Unit			$145	$73	$73	$290
Multifamily Senior Apartments	70	$47,519	**$9,504**	**$4,752**	**$4,752**	**$19,007**
Per Unit			$136	$68	$68	$272
Townhomes - Artist Cohousing	28	$52,931	**$10,586**	**$5,293**	**$5,293**	**$21,172**
Per Unit			$378	$189	$189	$756
Commercial						
The Art Underground	11,000	$6,620	**$1,324**	**$662**	**$662**	**$2,648**
Per Sq. Foot			$0.12	$0.06	$0.06	$0.24
Live/Work Units[1]	4,200	---	**---**	**---**	**---**	**$0**
Per Square Foot			**---**	**---**	**---**	$0.00
Shared Studio	3,488	$3,046	**$609**	**$305**	**$305**	**$1,218**
Per Square Foot			$0.06	$0.03	$0.03	$0.11
Total			**$41,319**	**$20,660**	**$20,660**	**$82,639**

Source: City of Louisville; Economic & Planning Systems

Note: Trade Permit Fees are calculated as a percentage of the Building permit fee.

[1] Trade permit fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Trade Perrmit Fees

Table A12
Other General Revenue Sources
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Residential			Non-Residential					
General Revenue	**Annual Revenue**	**Residential Allocation**	**Rev Per Unit**	**Retail Allocation**	**Rev Per Sq Ft**	**Industrial Allocation**	**Rev Per Sq Ft**	**Office Allocation**	**Rev Per sq Ft**
Other Taxes									
Franchise Tax	$1,133,300	$679,980	$86.78	$90,664	$0.06	$283,325	$0.12	$79,331	$0.05
Motor Vehicle Use Tax	$1,062,260	$1,062,260	$135.56	$0	$0.00	$0	$0.00	$0	$0.00
Specific Ownership Tax	$165,030	$165,030	$21.06	$0	$0.00	$0	$0.00	$0	$0.00
Penalties & Interest on Taxes	$63,750	$15,938	$2.03	$15,938	$0.01	$15,938	$0.01	$15,938	$0.01
Highway Users Tax	$592,230	$592,230	$75.58	$0	$0.00	$0	$0.00	$0	$0.00
Cigarette Tax & Marijuana Tax	$99,590	$0	$0.00	$99,590	$0.07	$0	$0.00	$0	$0.00
Mineral Lease & Severance Tax	$18,690	$18,690	$2.39	$0	$0.00	$0	$0.00	$0	$0.00
Motor Vehicle Registration Tax	$68,030	$68,030	$8.68	$0		$0		$0	
County Road and Bridge Tax	$41,000	$18,450	$2.35	$6,560	$0.00	$9,430	$0.00	$6,560	$0.00
Other Taxes Subtotal	**$3,243,880**	**$2,620,608**	**$334**	**$212,752**	**$0.15**	**$308,693**	**$0.13**	**$101,829**	**$0.06**
Fines and Fees									
Business License	$60,500	$6,050	0.77	$24,200	$0.02	$12,100	$0.01	$18,150	$0.01
Contractors License	$75,680	$18,920	2.41	$18,920	$0.01	$18,920	$0.01	$18,920	$0.01
Miscellaneous Licenses & Permits	$28,600	$28,600	3.65	$0	$0.00	$0	$0.00	$0	$0.00
Minor Permits	$190,900	$47,725	6.09	$47,725	$0.03	$47,725	$0.02	$47,725	$0.03
Recreation Fees & Charges	$1,818,600	$1,818,600	232.08	$0	$0.00	$0	$0.00	$0	$0.00
Miscellaneous Fees & Charges	$86,000	$43,000	5.49	$14,333	$0.01	$14,333	$0.01	$14,333	$0.01
Fines & Forfeitures	$227,470	$113,735	14.51	$37,912	$0.03	$37,912	$0.02	$37,912	$0.02
Fines and Fees Subtotal	**$2,487,750**	**$2,076,630**	**$265**	**$143,090**	**$0.10**	**$130,990**	**$0.06**	**$137,040**	**$0.09**
Total General Revenue	**$5,731,630**	**$4,697,238**	**$599**	**$355,842**	**$0.25**	**$439,683**	**$0.18**	**$238,869**	**$0.15**

Note: Lodging Tax revenue are not included; Construction Permit revenue is estimated separately

Source: City of Louisville, Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]General Revenue

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF LOUISVILLE, THE LOUISVILLE HOUSING AUTHORITY, AND THE BOULDER COUNTY HOUSING AUTHORITY CONCERNING AFFORDABLE HOUSING WITHIN THE CITY OF LOUISVILLE

This Intergovernmental Agreement (the "Agreement"), dated as indicated on the signature pages to this Agreement (the "Effective Date"), is undertaken by the Boulder County Housing Authority, a Colorado county housing authority organized under C.R.S. § 29-4-501, *et seq.* ("BCHA"); the City of Louisville, Colorado, a Colorado Home Rule Municipality ("Louisville"); the Housing Authority of the City of Louisville, a Colorado municipal housing authority organized under C.R.S. § 29-4-201, *et seq.* ("LHA"); and the County of Boulder, State of Colorado, a body corporate and politic (the "County"), (each a "Party," and collectively, the "Parties").

RECITALS

BACKGROUND

I. C.R.S. § 29-1-201, *et seq.*, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, Section 18(2);

II. The functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in C.R.S. § 29-4-202, *et seq.*, C.R.S. § 29-4-501, *et seq.*, and the Louisville Home Rule Charter;

III. LHA's operations have been predominately managed by BCHA under a series of management agreements, and LHA has no employees of its own;

IV. The portfolio of LHA consists of 116 affordable housing units, which are organized into various ownership structures as set forth in this Agreement;

V. LHA previously transferred all of its Housing Choice Voucher budget authority to BCHA through an intergovernmental agreement between LHA and BCHA, dated August 28, 2007 (the "Housing Choice Voucher IGA");

VI. The Parties recognize that the relatively small size of LHA's portfolio and budget creates inefficiencies and hinders the expansion of the provision of affordable housing within Louisville;

VII. BCHA owns and operates thirty units of affordable housing within Louisville (the "Existing BCHA Units");

GOALS OF THE AGREEMENT

VIII. It is the goal of the parties to ensure the continued provision of, and the expansion of, affordable housing for the residents of Louisville;

IX. Louisville and LHA believe that BCHA has strongly demonstrated its capabilities in the development, operation, maintenance, and management of affordable housing in the towns or cities of Lafayette, Longmont, Louisville, Lyons, Nederland, Niwot, and Erie, and throughout Boulder County;

X. The Parties agree that the inefficiencies caused by the relatively small size of LHA's portfolio and budget will be best remedied through the acquisition by BCHA of all of LHA's assets for integration into BCHA's affordable housing portfolio, and that the consolidation of the two authorities achieves a larger economy of scale, thereby strengthening the long-term viability of affordable housing within Louisville and the region;

XI. The Parties intend to provide uninterrupted housing assistance and minimize disruption to current LHA tenants during the implementation of this Agreement to the greatest extent possible;

XII. The Parties recognize that the affordable housing needs of Louisville can best be met by means of this Agreement and that this Agreement is designed to promote broad cooperation between the Parties on affordable housing issues;

XIII. It is the goal of the Parties that LHA be in a position to dissolve at the conclusion of the transactions completed in this Agreement;

PROPERTIES, FUNDS, AND DEBT

XIV. For the purpose of providing affordable housing to the residents of the City of Louisville, LHA is the owner of certain real property, more particularly described in the legal descriptions attached hereto and incorporated by reference herein as Exhibit A (the "Acme Place Property"), Exhibit B (the "Lilac Place Property"), Exhibit C (the "Regal Court II Property"), Exhibit D (the "Regal Square Property"), Exhibit E (the "Lincoln Street Property"), and Exhibit F (the "Hillside Square Property") (each, an "LHA Property" and collectively, the "LHA Properties");

XV. LHA maintains funds in several accounts on its books and on deposit with Wells Fargo Bank, including a general operating funds account, account number 163-3967243 (the "Operating Funds"); a security deposits account, account number 361-8283513 (the "Security

Deposits"); a Lincoln Street Project Reserves Account, account number 737-58196 (the "Lincoln Street Funds"); a lockbox account, account number 163-3967284 (the "Lockbox Account"); and an investment account, account number 163-3967243 (the "Investment Funds") (collectively, the "LHA Funds");

XVI. LHA is the debtor on certain promissory notes, attached hereto and incorporated by reference herein as Exhibit G (the "Lilac Note"), Exhibit H and Exhibit I (the "Regal Court Notes"), Exhibit J (the "Regal Square Note"), Exhibit K (the "Lincoln Street Note"), and Exhibit L (the "AHP East Street Note") (collectively, the "LHA Debt");

PARTNERSHIP INTEREST AND OPTION

XVII. For the purpose of providing affordable housing to the residents of the City of Louisville, LHA owns a certain partnership interest (the "East Street Partnership Interest") in the East Street Limited Partnership, a limited partnership pursuant to the Colorado Uniform Limited Partnership Act (the "East Street Partnership");

XVIII. LHA is the general partner of the East Street Limited Partnership, which owns certain real property more particularly described in Exhibit M, attached hereto and incorporated by reference herein (the "East Street Property");

XIX. Pursuant to Section 6.1 of the First Amended and Restated Agreement of Limited Partnership of East Street Limited Partnership (the "East Street PA"), LHA does not have the right to sell, transfer, or assign any portion of its general partnership interest in the East Street Partnership Agreement without the written consent of the limited partner (the "East Street Limited Partner") of the East Street Partnership;

XX. Pursuant to Section 18.1 of the East Street PA, LHA holds an option to purchase the East Street Property (the "East Street Option") under the terms set forth more fully in the East Street PA;

XXI. LHA is the property manager of the East Street Property under a separate property management agreement between LHA and the East Street Partnership (the "LHA East Street Property Management Agreement");

XXII. BCHA is the property manager of the East Street Property under a separate property management agreement between BCHA and LHA (the "East Street Property Management Agreement");

XXIII. The East Street Partnership is the borrower under the terms of a certain promissory note, attached hereto as Exhibit N and incorporated by reference herein (the "Senior East Street Note");

NOTES AND SECURITY INSTRUMENTS

XXIV. The East Street Partnership is the borrower and LHA is the payee under the terms of a certain loan agreement dated July 17, 2000 (the "Junior East Street Loan Agreement") and promissory notes with original principal amounts of $85,000.00 and $316,370.00, attached hereto as Exhibits O and P (the "Junior East Street Notes"), which are secured by certain deeds of trust, recorded with the Boulder County Clerk and Recorder at Reception Numbers 2045806 and 2066112 (the "Junior East Street DOTs");

LHA'S AGREEMENTS

XXV. LHA is a party to a certain U.S. Department of Housing and Urban Development ("HUD") Housing Assistance Payment contract, HUD Contract Number CO99R000003, which provides an annual subsidy for the Regal Square Property (the "HAP Contract");

XXVI. LHA is a party to a certain HUD Annual Contribution Contract, HUD Contract Number DEN-2296, which provides an annual operating subsidy and capital fund for the Hillside Square Property (the "ACC Contract"), which constitutes Public Housing as that term is used in the Housing Act of 1937;

XXVII. The ACC Contract and the HAP Contract require that any actions taken by the Parties in accordance with this Agreement relating to the Regal Square Property and the Hillside Square Property will require the Parties to cooperate with and obtain the consent of HUD through HUD's regulated process for the transfer or disposition of Public Housing and for the assignment of the HAP Contract;

XXVIII. Pursuant a series of management agreements (each, a "Management Agreement" and collectively, the "Management Agreements"), BCHA is currently the property manager of the LHA Properties;

XXIX. The LHA Properties are leased to a variety of residential tenants through a series of leases (the "Leases");

TRANSFER OF PROPERTIES, FUNDS, DEBT, AND AGREEMENTS

XXX. LHA wishes to transfer or cause the transfer of, and BCHA wishes to acquire: the LHA Properties, the LHA Funds, the East Street Property, LHA's assignable contract rights, and all other assets of LHA as set forth in this Agreement; and

XXXI. The Parties recognize and agree that in consideration of such acquisition, BCHA shall assume responsibility for the LHA Debt and the obligations appurtenant to the East Street Property, including the Senior East Street Note, and obligations under assigned contracts and leases; and

XXXII. The Parties recognize and agree that in consideration of such acquisition, BCHA shall commit to expanding the provision of affordable housing in Louisville as set forth in this Agreement and providing Louisville with a guaranteed seat on Boulder County's Housing and Human Services Advisory Committee, as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

1. Louisville Affordable Units.

a. Beginning as of the Effective Date and continuing for a period of fifty consecutive years (the "Commitment Term"), BCHA shall provide a minimum number of units within the City of Louisville, either in its own name or in the name of entities that BCHA owns, controls, or manages, including LHA (the "Louisville Affordable Units"), as set forth below:

i. The number of the Louisville Affordable Units shall equal 146.

ii. 25% of the Louisville Affordable Units shall be units for which the maximum rents and income limits do not exceed those listed for Boulder County in the Colorado Housing and Finance Authority's ("CHFA") Income and Rent Tables, as amended, for tenants earning 50% of the Area Median Income ("AMI"), as adjusted for family size and number of bedrooms; 30% of the Louisville Affordable Units shall be units for which the maximum rents and income limits do not exceed those listed for Boulder County in the CHFA's Income and Rent Tables, as amended, for tenants earning 60% of the AMI, as adjusted for family size and number of bedrooms; and 45% of the Louisville Affordable Units shall be units for which the maximum rents and income limits do not exceed those listed for Boulder County in the CHFA's Income and Rent Tables, as amended, for tenants earning 80% of the AMI, as adjusted for family size and number of bedrooms.

iii. Within five years of the Effective Date, BCHA shall increase the number of Louisville Affordable Units by proving fifteen (15) additional units. BCHA may fulfill this requirement through new development, acquisitions, or redevelopment of existing properties.

iv. The units that will comprise the Louisville Affordable Units shall be designated by BCHA in its sole discretion. Nothing in this Agreement shall be construed to limit BCHA's ability to develop or own units in Louisville outside of those that comprise the Louisville Affordable Units.

v. In determining the number of Louisville Affordable Units as provided in this Section, it is the understanding of LHA and BCHA that each of the LHA Properties and the East Street Property will be conveyed to BCHA as provided in this Agreement. The Parties shall work in good faith to adjust the required number of Louisville Affordable Units if any such conveyances do not occur.

b. The parties recognize and agree that in order to maximize the provision for and quality of affordable housing in Louisville, transactions involving the sale of the Louisville Affordable Units and the purchase or development of replacement units may be necessary. Accordingly, notwithstanding anything in this Agreement to the contrary, BCHA shall have a six month grace period, meaning that BCHA shall not be in violation this Section 1 unless and until BCHA has failed to provide the required number of Louisville Affordable Units for a continuous period of six months.

2 **Housing and Human Services Advisory Board.** At all times during the Commitment Term, the County hereby grants Louisville the right to be exercised by the City Council to appoint one member and an alternate to the Boulder County Housing and Human Services Advisory Board. Louisville shall make such appointments by written notice, as provided in Section 18 of this Agreement ("Notice"), to the County. Any removal of such member or alternate shall be by the Louisville City Council.

3. **Boundaries of the Boulder County Housing Authority.** Louisville hereby agrees that during the Commitment Term, the City of Louisville shall be within the boundaries of the Boulder County Housing Authority pursuant to C.R.S. § 29-4-508. BCHA hereby agrees that during the Commitment Term, BCHA shall continue to provide the same or better level of service for the City of Louisville's low and moderate income population as it has through its management of LHA.

4. **Reporting Obligations.** BCHA shall provide annual reports to the City of Louisville during the Commitment Term. Such annual report shall be made to Louisville's City Council at a

public meeting, and shall detail the condition and current operating analysis of the Louisville Affordable Units, current development and acquisition plans in Louisville, and any changes to policies, plans or standards involving eligibility for admission to Louisville Affordable Units.

5. **Public Meetings in LHA Properties**. The LHA Properties shall continue to be available during the Commitment Term for public meetings for applicable public purposes even after such properties are transferred to BCHA as provided in this Agreement.

6. **Consents.**

a. Lilac Place. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender under the terms of the Lilac Note for BCHA's assumption of such notes (the "Lilac Place Consents").

b. Regal Court II. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender(s) under the terms of the Regal Court Notes for BCHA's assumption of the Regal Court Notes, if necessary (the "Regal Court Consents").

c. Lincoln Street. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender under the terms of the Lincoln Street Note for BCHA's assumption of the Lincoln Street Note (the "Lincoln Street Consent").

d. Regal Square. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of HUD for LHA's assignment of the HAP Contract to BCHA. Contingent upon and following HUD's valid consent for the assignment of the HAP Contract, LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender under the terms of the Regal Square Note for BCHA's assumption of the Regal Square Note ("Regal Square Consent").

e. Hillside. LHA and BCHA shall each make commercially reasonable efforts to expeditiously request HUD's permission to transfer the Hillside Units from LHA to BCHA, including, if necessary, an application for Public Housing Disposition to HUD, and to obtain the valid consent of HUD for the assignment of the ACC Contract to BCHA (the "Hillside Consents").

7. **Transfer of LHA Properties and Assumption or Payoff of LHA Debt**. LHA hereby agrees to transfer the LHA Properties to BCHA under the terms and conditions set forth below. BCHA hereby agrees to assume or payoff whatever LHA Debt, and pay whatever title fees, lender fees, recording fees, and other fees are applicable to each of the transfers set forth herein.

a. Acme Place. Within 60 days of the Effective Date of this Agreement, LHA shall convey to BCHA marketable title to the Acme Place Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and recording with the Boulder County Clerk and Recorder ("Recording") a special warranty deed, of form and substance substantially similar to that attached hereto as Exhibit Q (a "Special Warranty Deed"). Concurrently with and contingent upon the transfer of the Acme Place Property, LHA shall transfer any Security Deposits associated with the Acme Place Property to BCHA.

b. Lilac Place. Within 60 days of the Lilac Place Consents or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Lilac Note, whichever occurs first, LHA shall convey to BCHA marketable title to the Lilac Place Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Lilac Place Property, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Lilac Note and LHA shall transfer any Security Deposits associated with the Lilac Place Property to BCHA.

c. Regal Court II. Within 60 days of the Regal Court Consents or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Regal Court Notes, whichever occurs first, LHA shall convey to BCHA marketable title to the Regal Court Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Regal Court Property, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Regal Court Notes and LHA shall transfer any Security Deposits associated with the Regal Court Property to BCHA.

d. Lincoln Street. Within 60 days of the Lincoln Street Consent or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Lincoln Street Note, whichever occurs first, LHA shall convey to BCHA marketable title to the Lincoln Street Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Lincoln Street Property, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Lincoln Street Note, and LHA shall transfer all of the Lincoln Street Funds and any Security Deposits associated with the Lincoln Street Property to BCHA.

e. Regal Square. Contingent upon and within 60 days of the Regal Square Consent or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Regal Square Note, LHA shall convey to BCHA marketable title to the Regal Square Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and

Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Regal Square Property, LHA shall execute a valid assignment of the HAP Contract to BCHA, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Regal Square Note, and LHA shall transfer any Security Deposits associated with the Regal Square Property to BCHA.

f. Hillside Square. Contingent upon and within 90 days of the Hillside Consents, subject to HUD's requirements pursuant to the Hillside Consents, LHA shall convey marketable title to the Regal Square Property to BCHA or an entity owned, controlled, or managed by BCHA, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Hillside Square Property, the Parties shall take whatever actions are required by HUD pursuant to the Hillside Consents, including but not limited to LHA's assignment of the ACC Contract to BCHA and the transfer of any disposition proceeds to BCHA to be used for the exclusive purpose of furthering affordable housing within the City of Louisville. Concurrently with and contingent upon the transfer of the Hillside Square Property, LHA shall transfer any Security Deposits associated with the Hillside Square Property to BCHA.

8. Responsibility for Management and Maintenance. Upon the successful transfer of each LHA Property to BCHA as provided in Section 7 of this Agreement, the Management Agreement applicable to such LHA Property shall be automatically terminated, notwithstanding anything in such Management Agreement to the contrary, and BCHA shall assume sole responsibility for the management, maintenance, and necessary rehabilitation of the LHA Properties. BCHA shall maintain the LHA Properties in accordance with HUD's Housing Quality Standards (HQS), as amended from time to time. BCHA shall notify tenants of the change in property ownership within 60 days. Management of the LHA Properties includes, as applicable for each property, obtaining appropriate insurance; maintaining appropriate operational procedures and accurate accounting, reporting, auditing, tax, and other financial records; and ensuring ongoing local, state, and federal regulatory compliance. BCHA and LHA shall not terminate, and hereby agree to extend, the Management Agreement for each LHA Property until such Property is transferred to BCHA as provided in this Agreement.

9. East Street Property. With respect to the East Street Property, the Parties agree as follows:

a. Transfer of East Street Property. LHA and BCHA each agree to make their best efforts to cause the East Street Partnership to convey to BCHA marketable title to the East Street Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Such efforts may include, but are not limited to:

i. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, the Colorado Housing and Finance Authority ("CHFA"), for the exit of the East Street Limited Partner from the East Street Limited Partnership;

ii. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, CHFA, for the admission of BCHA to the East Street Partnership;

iii. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, CHFA, for transfer of the East Street Property to BCHA; and

iv. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, CHFA, for the transfer of LHA's East Street Partnership Interest to BCHA.

b. East Street Option. If LHA and BCHA's best efforts to cause the East Street Partnership to convey to BCHA marketable title to the East Street Property are unsuccessful, LHA hereby agrees to exercise the East Street Option and purchase the East Street Property for the price required pursuant to the East Street PA, and then, within 90 days of taking title to the East Street Property, convey marketable title to the East Street Property to BCHA, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. BCHA shall advance to LHA any funds necessary to exercise the East Street Option prior to conveying the East Street Property to BCHA.

c. Notes, Leases, and Security Deposits. Concurrently with and contingent upon any conveyance of the East Street Property to BCHA:

i. BCHA shall either assume and be solely responsible for payment of or payoff at closing of the remaining balance on the Senior East Street Note and the AHP East Street Note;

ii. LHA shall assign to BCHA, and BCHA shall assume, all of LHA's right, title, and interest in, to, and under the Junior East Street Loan Agreement, the Junior East Street Notes, and the Junior East Street Deeds of Trust, if then in effect;

iii. LHA shall transfer any Security Deposits associated with the East Street Property to BCHA; and

iv. LHA shall assign to, or cause the East Street Partnership to assign to BCHA, all right, title, and interest in, to, and under any residential leases pertaining to the East Street Property.

d. East Street Developer Fee. Upon transfer of the East Street Property to BCHA as provided in this Section, LHA shall be discharged of any obligation to BCHA or the East Street Partnership, including but not limited to the $225,000 developer fee owed to BCHA for the development of the East Street Property.

e. Property Management. Upon transfer of the East Street Property to BCHA, the East Street Property Management Agreement shall be automatically terminated, notwithstanding anything in such Management Agreement to the contrary, and BCHA shall assume sole responsibility for the management, maintenance, and necessary rehabilitation of the East Street Property. BCHA shall maintain the East Street Property in accordance with HUD's Housing Quality Standards (HQS), as amended from time to time. BCHA shall notify tenants of the change in property ownership within 60 days. Management of the East Street Property includes obtaining appropriate insurance; maintaining appropriate operational procedures and accurate accounting, reporting, auditing, tax, and other financial records; and ensuring ongoing local, state, and federal regulatory compliance. BCHA and LHA shall not terminate, and hereby agree to extend, the East Street Property Management Agreement until the East Street Property is transferred to BCHA as provided in this Agreement.

10. LHA Funds. BCHA and LHA hereby agree on the following method of disposition of the LHA Funds. Within three business days of each transfer of any of the LHA funds as described herein, BCHA shall provide Notice and a report to Louisville and LHA detailing such transfer.

a. Operating Funds, Investment Funds. Each time LHA transfers any one of the LHA Properties to BCHA, LHA hereby authorizes BCHA to transfer 15% of its then available Operating Funds and Investment Funds to BCHA, subject to LHA's requirements under the East Street PA and related agreements. Upon transfer of either the East Street Property or the East Street Partnership Interest to BCHA, LHA hereby authorizes BCHA to transfer 15% of its then available Operating Funds and Investment Funds to BCHA.

b. Lockbox Account. Within 90 days of the Effective Date of this Agreement, LHA shall transfer any monies or personal property in the Lockbox Account to BCHA.

c. Lincoln Street Funds. The Lincoln Street Funds shall be transferred to BCHA in accordance with Section 9 of this Agreement.

d. Security Deposits. The Security Deposits shall be transferred to BCHA in accordance with Sections 7 and 9 of this Agreement.

e. Remaining Funds. Once all of the LHA Properties and either the East Street Property or the East Street Partnership Interest have been transferred to BCHA, LHA hereby authorizes BCHA to transfer any remaining LHA Funds to BCHA.

11. Other Assets. Within 90 days of the Effective Date of this Agreement, unless associated with a particular LHA Property or the East Street Property, in which case LHA shall transfer contemporaneously with execution and recording of the deed for that particular property, LHA shall transfer to BCHA by bill of sale:

a. All furniture, fixtures, and equipment owned by LHA;
b. All inventory, goods, parts, stocks, and supplies owned by LHA;
c. All vehicles owned by LHA;
d. All plans, specifications, designs, notes, schematics and related materials pertaining to the design or development of the LHA Properties or the East Street Property;
e. All transferable licenses and/or permits obtained by LHA; and
f. All accounts receivable, notes, and other instruments under which LHA is owed money.

12. Assignment of Contracts.

a. Leases. Effective as of the date of the successful transfer of each LHA Property to BCHA as provided in Section 7 of this Agreement, LHA hereby assigns to BCHA, and BCHA hereby assumes, all of LHA's right, title, and interest in, to, and under each of the Leases pertaining to such transferred property, at which point LHA is discharged from all obligations thereunder

b. Other Contracts. Effective as of the date of transfer of each of the LHA Properties and the East Street Property to BCHA, LHA hereby assigns to BCHA, and BCHA hereby assumes, all of LHA's right, title, and interest in, to, and under any warranties and services agreements affecting such transferred LHA Property and the East Street Property, subject to the constraints and limitations provided for in such warranties and services agreements

c. Housing Choice Voucher. LHA hereby assigns to Louisville, and Louisville hereby assumes, all of LHA's right, title, and interest in, to, and under the Housing Choice Voucher IGA. BCHA hereby consents to such assignment.

13. Exclusions.

a. Liability. By virtue of this Agreement, BCHA and Louisville assume no liability for:

i. The actions or inactions of LHA, Louisville, or the East Street Partnership;
ii. Causes of action arising out of LHA Properties prior to the transfer of such properties to BCHA, except as may arise out of the Management Agreements; and
iii. Causes of action arising out of East Street Property prior to the transfer of such property to BCHA, except as may arise out of the BCHA East Street Property Management Agreement.

b. **Louisville and the County**. Nothing in this Agreement shall be construed to impose any liability on Louisville or the County for any of the commitments of LHA or BCHA provided for in this Agreement, or for or on any of the notes, contracts, agreements, or other instruments, referenced herein. Notwithstanding anything in this Agreement to the contrary, Boulder County's obligations under this Agreement are limited to those specifically provided for in Section 2 of this Agreement.

14. Representations and Warranties. LHA hereby represents and warrants as follows:

a. LHA is a duly organized housing authority operating under Colorado law, in good standing, and has the power to enter into this contract and transfer the assets and property which are the subject of this Agreement;

b. LHA is the owner of and has good and marketable title to all of the property and assets to be transferred to BCHA under this Agreement;

c. Neither LHA, the East Street Property, nor the LHA Properties are the subject of any actual or threatened litigation, nor is LHA aware of any outstanding judgments against it;

d. LHA has obtained all licenses, approvals, and permits to own and operate the LHA properties;

e. LHA is not in default under any contractual obligation;

f. LHA is not currently involved in any voluntary or involuntary bankruptcy proceedings;

g. LHA is in compliance with all local, state, and federal laws, rules, and regulations, including all environmental regulations; and

h. LHA is not a creditor or lender on any loans or notes other than those specifically addressed in this Agreement, and under no circumstances shall BCHA or the East Street Partnership be indebted to LHA by virtue of the transfers provided for in this Agreement.

15. Due Diligence, Material Adverse Differences, and Material Adverse Changes.

a. Due Diligence Costs. BCHA shall with funds other than with LHA Funds pay for the cost of all due diligence associated with the transfers of assets and liabilities provided for in this Agreement, including but not limited to surveys, title insurance, environmental assessments, and physical needs assessments (the "Due Diligence Reports").

b. Related Documents. Within 10 days of the effective date of this Agreement, LHA shall provide to BCHA all plans, abstracts, maps, reports, surveys, tests, permits, licenses, other building or us authorizations, and permanent Certificates of Occupancy that are within LHA's reasonable control related to either the LHA Properties or the East Street Property (the "Related Documents").

c. Adverse Differences. Notwithstanding anything to the contrary in this Agreement, BCHA shall not be obligated to accept the East Street Partnership Interest or title to any of the LHA Properties or the East Street Property if the Related Documents reveal any material adverse differences compared to the Due Diligence Reports or LHA's representations regarding the character or condition of the LHA Properties and the East Street East Street Property, including but not limited to threatened or pending litigation and any damage of such significance so as to materially affect the consideration of the Parties contemplated in this Agreement.

d. Adverse Changes. Notwithstanding anything to the contrary in this Agreement, BCHA shall not be obligated to accept the East Street Partnership Interest or title to any of the LHA Properties if there is any material adverse change to the character or condition of such LHA Property or the East Street Property arising after the Effective Date and prior to the date of conveyance of title, including but not limited to any threatened or pending litigation and any damage to the property of such significance so as to materially affect the consideration of the Parties contemplated in this Agreement. However, BCHA may not refuse to accept title based on property damage if there are sufficient insurance proceeds available for the casualty, in which case LHA shall assign such insurance proceeds to BCHA. BCHA acknowledges that except as specifically provided in this Agreement, BCHA is acquiring such interest and the LHA Properties based on BCHA's own inspections and investigations and that BCHA is acquiring each of the LHA Properties "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of conveyance of title.

16. Commitment of the Parties. The Parties shall make their best efforts to take all actions reasonably necessary to achieve the mutual goals set forth in this Agreement, whether or not such actions are specifically addressed by this Agreement.

17. Time is of the Essence. Time is of the essence with respect to all provisions within this Agreement. Any delay in performance by either party shall constitute a material breach of this Agreement.

18. Notices.

a. For purposes of the Notices required to be provided under this Agreement, all such Notices shall be in writing, shall be signed by a person duly authorized to provide such notice, and shall be given by (i) first class registered or certified mail, (ii) facsimile transmission, or (iii) electronic mail, read receipt requested, to the following representatives at the following addresses:

For BCHA:

Executive Director
Boulder County Housing Authority
P.O. Box 471
Boulder, CO 80306
Fax: 720-564-2283
housingfrontdesk@bouldercounty.org

With a Copy to:

County Attorney's Office
P.O. Box 471
Boulder, CO 80306
Fax: 303-441-4794
ca@bouldercounty.org

For LHA:

Chairperson
Louisville Housing Authority
c/o City Manager's Office
749 Main Street
Louisville, CO 80027
Fax: (303) 335-4550

For Louisville:

City Manager
City of Louisville
c/o City Manager's Office
749 Main Street
Louisville, CO 80027
Fax: (303) 335-4550

b. All notices shall be deemed sufficient (i) upon receipt after dispatch by registered or certified mail, (ii) upon confirmation of receipt when transmitted by facsimile transmission, or (iii) upon confirmation of receipt when transmitted by electronic mail.

19. **No Indemnification**. The Parties each assume responsibility for the actions and omissions of their own agents and employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of their own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as the same may be later amended. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability, which are provided to the Parties under the Colorado Governmental Immunity Act § 24-10-101, et seq., C.R.S., as amended.

20. **Termination and Amendments.** This Agreement may be terminated, altered, or amended only on the mutual agreement of the Parties by a duly executed written instrument.

21. **Successors and Assigns**. This Agreement shall be binding upon the successors and assigns of the Parties.

22. **Governing Law**: The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Agreement shall be initiated and pursued by the Parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts or within courts of the United States District Court for the District of Colorado, if appropriate.

23. **Breach**. Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

24. **Termination of Prior Agreements.** This Agreement supersedes, as of the Effective Date, all prior agreements between the Parties relating to the services covered by this Agreement, whether written or oral or partly written and partly oral.

25. **Enforcement**. The Parties may enforce this Agreement by any legal or equitable means, including, but not limited to, specific performance, declaratory judgment, and/or injunctive relief. However, the Parties agree that the goals and objectives of this Agreement can be attained only if the Parties substantially perform their obligations and that monetary damages likely will be an inadequate remedy for breach. The Parties therefore agree that if there is substantial failure of performance by any party as to any obligation imposed by this Agreement, the non-breaching Parties shall be entitled to specific performance as their first remedy. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, and the Parties shall consider alternative dispute resolution, including mediation and arbitration, as an alternative to litigation.

26. **Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. **No Third Party Beneficiary**. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

28. **Defense of Claims by Third Parties**. If any person allegedly aggrieved by any provision of this Agreement and who is not a Party to the Agreement should sue any Party concerning such provision, such Party shall, and the other Parties may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Each Party shall be responsible for its own costs and attorney fees and for the payment of any damages against it.

29. **Force Majeure.** None of the Parties shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. Without limiting the forgoing, the term "Force Majeure" includes acts of God; fire; flood; or other similar occurrences beyond the control of the Parties.

30. **Headings**. Headings in this Agreement are for convenience or reference only and shall not be used in the interpretation or construction of this Agreement.

31. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.

32. **No Waiver; Remedies**. No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

33. **Electronic Signatures and Electronic Records**. Each of the Parties consents to the use of electronic signatures by each of the other Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

WHEREFORE, the Parties have entered into the foregoing Agreement, the Effective date of which shall be the date on which all Parties have signed a copy hereof (whetner the same copy or different copies).

BOULDER COUNTY HOUSING AUTHORITY

By: _____ 8/28/12
Chair, Board of the Boulder County Housing Authority — Date

Attest: _____ 8/28/12
Clerk to the Board of Boulder County Housing Authority — Date

[Signature Pages to Follow]

THE LOUISVILLE HOUSING AUTHORITY

By: _____ 8/28/12
Chair, Board of the Louisville Housing Authority — Date

Attest: _____ 8/28/2012
Clerk to the Board of Louisville Housing Authority — Date

[Signature Pages to Follow]

CITY OF LOUISVILLE

By: _____ 8-21-12
Mayor, City of Louisvillle Date

Attest: _____ 8-21-12
Date

Name: _____
City Clerk

[Signature Page to Follow]

BOULDER COUNTY

By: _____ 8/28/12
Chair, Board of the Boulder County Board of County Commissioners — Date

Attest: _____ 8/28/12
Clerk to the Board — Date

EXHIBIT A

Legal Description

Acme Place Property

The following property located in the Southwest Quarter of Section 8, Township 1 South, Range 69 West:

Lots 15, 16, 17, Block 1, Acme Place,
according to the plat recorded in Plat Book 2, Page 104,
County of Boulder, State of Colorado

Also known as 504 LaFarge Avenue, City of Louisville, State of Colorado

EXHIBIT B

Legal Description

Lilac Place Property

The following property located in the West Half of the Northeast Quarter of Section 8, Township 1 South, Range 69 West:

Lots 4, 5, and 6, and the South 30 feet of Lot 3, Block 9,
Fischer Subdivision, County of Boulder, State of Colorado

Also known as 1301 Lincoln Avenue, City of Louisville, State of Colorado

EXHIBIT C

Legal Description

Regal Court II Property

The following property located in the Southwest Quarter of Section 5, Township 1 South, Range 69 West:

Lots 1, 9, and 12, Louisville North Sixth Filing,
County of Boulder, State of Colorado

Also known as 1899 Regal Court, 1817 Regal Street, and 1888 Regal Court,
City of Louisville, State of Colorado

EXHIBIT D

Legal Description

Regal Square Property

The following property located in the Southwest Quarter of Section 5, Township 1 South, Range 69 West:

Tract F, Louisville North – First Filing
County of Boulder, State of Colorado

Also known as 255 Regal Street, City of Louisville, State of Colorado

EXHIBIT E

Legal Description

Lincoln Street Property

The following property located in the Northwest Quarter of the Northeast Quarter of Section 8, Township 1 South, Range 69 West:

Lot 1, Block 1, Fischer Subdivision Replat A,
County of Boulder, State of Colorado

Also known as 1450 Lincoln Avenue, City of Louisville, State of Colorado

EXHIBIT F

Legal Description

Hillside Property

The following property located in the Northeast Quarter of the Northeast Quarter of Section 7, Township 1 South, Range 69 West:

All of Hillside Square, a Subdivision in which the Plat is Recorded August 9, 1983 under Reception No. 567450; excepting therefrom the Northerly 30 Feet for Additional Right of Way, as Dedicated on said Plat,
County of Boulder, State of Colorado

Also known as 502 South Boulder Road, City of Louisville, State of Colorado

EXHIBIT G

Lilac Place

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No.	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-900	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	655,000.00				655,000.00
6/30/1999	655,000.00	3,502.43	519.84	4,022.27	654,480.16
7/31/1999	654,480.16	3,099.69	922.58	4,022.27	653,557.58
8/31/1999	653,557.58	3,095.32	926.95	4,022.27	652,630.63
9/30/1999	652,630.63	2,991.22	1,031.05	4,022.27	651,599.58
10/31/1999	651,599.58	3,086.05	936.22	4,022.27	650,663.36
11/30/1999	650,663.36	2,982.21	1,040.06	4,022.27	649,623.30
12/31/1999	649,623.30	3,076.69	945.58	4,022.27	648,677.72
1/31/2000	648,677.72	3,072.21	950.06	4,022.27	647,727.66
2/29/2000	647,727.66	2,869.79	1,152.48	4,022.27	646,575.18
3/31/2000	646,575.18	3,062.25	960.02	4,022.27	645,615.16
4/30/2000	645,615.16	2,959.07	1,063.20	4,022.27	644,551.96
5/31/2000	644,551.96	3,052.67	969.60	4,022.27	643,582.36
6/30/2000	643,582.36	2,949.75	1,072.52	4,022.27	642,509.84
7/31/2000	642,509.84	3,043.00	979.27	4,022.27	641,530.57
8/31/2000	641,530.57	3,038.36	983.91	4,022.27	640,546.66
9/30/2000	640,546.66	2,935.84	1,086.43	4,022.27	639,460.23
10/31/2000	639,460.23	3,028.55	993.72	4,022.27	638,466.51
11/30/2000	638,466.51	2,926.30	1,095.97	4,022.27	637,370.54
12/31/2000	637,370.54	3,018.66	1,003.61	4,022.27	636,366.93
1/31/2001	636,366.93	3,013.90	1,008.37	4,022.27	635,358.56
2/28/2001	635,358.56	2,717.92	1,304.35	4,022.27	634,054.21
3/31/2001	634,054.21	3,002.95	1,019.32	4,022.27	633,034.89
4/30/2001	633,034.89	2,901.41	1,120.86	4,022.27	631,914.03
5/31/2001	631,914.03	2,992.82	1,029.45	4,022.27	630,884.58
6/30/2001	630,884.58	2,891.55	1,130.72	4,022.27	629,753.86
7/31/2001	629,753.86	2,982.58	1,039.69	4,022.27	628,714.17
8/31/2001	628,714.17	2,977.66	1,044.61	4,022.27	627,669.56
9/30/2001	627,669.56	2,876.82	1,145.45	4,022.27	626,524.11
10/31/2001	626,524.11	2,967.29	1,054.98	4,022.27	625,469.13
11/30/2001	625,469.13	2,866.73	1,155.54	4,022.27	624,313.59
12/31/2001	624,313.59	2,956.82	1,065.45	4,022.27	623,248.14
1/31/2002	623,248.14	2,951.77	1,070.50	4,022.27	622,177.64
2/28/2002	622,177.64	2,661.54	1,360.73	4,022.27	620,816.91
3/31/2002	620,816.91	2,940.26	1,082.01	4,022.27	619,734.90
4/30/2002	619,734.90	2,840.45	1,181.82	4,022.27	618,553.08
5/31/2002	618,553.08	2,929.54	1,092.73	4,022.27	617,460.35
6/30/2002	617,460.35	2,830.03	1,192.24	4,022.27	616,268.11
7/31/2002	616,268.11	2,918.71	1,103.56	4,022.27	615,164.55
8/31/2002	615,164.55	2,913.49	1,108.78	4,022.27	614,055.77
9/30/2002	614,055.77	2,814.42	1,207.85	4,022.27	612,847.92
10/31/2002	612,847.92	2,902.52	1,119.75	4,022.27	611,728.17
11/30/2002	611,728.17	2,803.75	1,218.52	4,022.27	610,509.65
12/31/2002	610,509.65	2,891.44	1,130.83	4,022.27	609,378.82
1/31/2003	609,378.82	2,886.09	1,136.18	4,022.27	608,242.64
2/28/2003	608,242.64	2,601.93	1,420.34	4,022.27	606,822.30
3/31/2003	606,822.30	2,873.98	1,148.29	4,022.27	605,674.01

Lilac Place

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	605,674.01	2,776.01	1,246.26	4,022.27	604,427.75
5/31/2003	604,427.75	2,862.64	1,159.63	4,022.27	603,268.12
6/30/2003	603,268.12	2,764.98	1,257.29	4,022.27	602,010.83
7/31/2003	602,010.83	2,851.19	1,171.08	4,022.27	600,839.75
8/31/2003	600,839.75	2,845.64	1,176.63	4,022.27	599,663.12
9/30/2003	599,663.12	2,748.46	1,273.81	4,022.27	598,389.31
10/31/2003	598,389.31	2,834.04	1,188.23	4,022.27	597,201.08
11/30/2003	597,201.08	2,737.17	1,285.10	4,022.27	595,915.98
12/31/2003	595,915.98	2,822.32	1,199.95	4,022.27	594,716.03
1/31/2004	594,716.03	2,816.64	1,205.63	4,022.27	593,510.40
2/29/2004	593,510.40	2,629.58	1,392.69	4,022.27	592,117.71
3/31/2004	592,117.71	2,804.34	1,217.93	4,022.27	590,899.78
4/30/2004	590,899.78	2,708.29	1,313.98	4,022.27	589,585.80
5/31/2004	589,585.80	2,792.34	1,229.93	4,022.27	588,355.87
6/30/2004	588,355.87	2,696.63	1,325.64	4,022.27	587,030.23
7/31/2004	587,030.23	2,780.24	1,242.03	4,022.27	585,788.20
8/31/2004	585,788.20	2,774.36	1,247.91	4,022.27	584,540.29
9/30/2004	584,540.29	2,679.14	1,343.13	4,022.27	583,197.16
10/31/2004	583,197.16	2,762.09	1,260.18	4,022.27	581,936.98
11/30/2004	581,936.98	2,667.21	1,355.06	4,022.27	580,581.92
12/31/2004	580,581.92	2,749.70	1,272.57	4,022.27	579,309.35
1/31/2005	579,309.35	2,743.67	1,278.60	4,022.27	578,030.75
2/28/2005	578,030.75	2,472.69	1,549.58	4,022.27	576,481.17
3/31/2005	576,481.17	2,730.28	1,291.99	4,022.27	575,189.18
4/30/2005	575,189.18	2,636.28	1,385.99	4,022.27	573,803.19
5/31/2005	573,803.19	2,717.60	1,304.67	4,022.27	572,498.52
6/30/2005	572,498.52	2,623.95	1,398.32	4,022.27	571,100.20
7/31/2005	571,100.20	2,704.79	1,317.48	4,022.27	569,782.72
8/31/2005	569,782.72	2,698.55	1,323.72	4,022.27	568,459.00
9/30/2005	568,459.00	2,605.44	1,416.83	4,022.27	567,042.17
10/31/2005	567,042.17	2,685.57	1,336.70	4,022.27	565,705.47
11/30/2005	565,705.47	2,592.82	1,429.45	4,022.27	564,276.02
12/31/2005	564,276.02	2,672.47	1,349.80	4,022.27	562,926.22
1/31/2006	562,926.22	2,666.08	1,356.19	4,022.27	561,570.03
2/28/2006	561,570.03	2,402.27	1,620.00	4,022.27	559,950.03
3/31/2006	559,950.03	2,651.99	1,370.28	4,022.27	558,579.75
4/30/2006	558,579.75	2,560.16	1,462.11	4,022.27	557,117.64
5/31/2006	557,117.64	2,638.57	1,383.70	4,022.27	555,733.94
6/30/2006	555,733.94	2,547.11	1,475.16	4,022.27	554,258.78
7/31/2006	554,258.78	2,625.03	1,397.24	4,022.27	552,861.54
8/31/2006	552,861.54	2,618.41	1,403.86	4,022.27	551,457.68
9/30/2006	551,457.68	2,527.51	1,494.76	4,022.27	549,962.92
10/31/2006	549,962.92	2,604.69	1,417.58	4,022.27	548,545.34
11/30/2006	548,545.34	2,514.17	1,508.10	4,022.27	547,037.24
12/31/2006	547,037.24	2,590.83	1,431.44	4,022.27	545,605.80
1/31/2007	545,605.80	2,584.05	1,438.22	4,022.27	544,167.58
2/28/2007	544,167.58	2,327.83	1,694.44	4,022.27	542,473.14

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Lilac Place **Louisville Housing Authority**

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
3/31/2007	542,473.14	2,569.21	1,453.06	4,022.27	541,020.08
4/30/2007	541,020.08	2,479.68	1,542.59	4,022.27	539,477.49
5/31/2007	539,477.49	2,555.03	1,467.24	4,022.27	538,010.25
6/30/2007	538,010.25	2,465.88	1,556.39	4,022.27	536,453.86
7/31/2007	536,453.86	2,540.71	1,481.56	4,022.27	534,972.30
8/31/2007	534,972.30	2,533.69	1,488.58	4,022.27	533,483.72
9/30/2007	533,483.72	2,445.13	1,577.14	4,022.27	531,906.58
10/31/2007	531,906.58	2,519.17	1,503.10	4,022.27	530,403.48
11/30/2007	530,403.48	2,431.02	1,591.25	4,022.27	528,812.23
12/31/2007	528,812.23	2,504.51	1,517.76	4,022.27	527,294.47
1/31/2008	527,294.47	2,497.33	1,524.94	4,022.27	525,769.53
2/29/2008	525,769.53	2,329.45	1,692.82	4,022.27	524,076.71
3/31/2008	524,076.71	2,482.09	1,540.18	4,022.27	522,536.53
4/30/2008	522,536.53	2,394.96	1,627.31	4,022.27	520,909.22
5/31/2008	520,909.22	2,467.08	1,555.19	4,022.27	519,354.03
6/30/2008	519,354.03	2,380.37	1,641.90	4,022.27	517,712.13
7/31/2008	517,712.13	2,451.94	1,570.33	4,022.27	516,141.80
8/31/2008	516,141.80	2,444.50	1,577.77	4,022.27	514,564.03
9/30/2008	514,564.03	2,358.42	1,663.85	4,022.27	512,900.18
10/31/2008	512,900.18	2,429.15	1,593.12	4,022.27	511,307.06
11/30/2008	511,307.06	2,343.49	1,678.78	4,022.27	509,628.28
12/31/2008	509,628.28	2,413.66	1,608.61	4,022.27	508,019.67
1/31/2009	508,019.67	2,406.04	1,616.23	4,022.27	506,403.44
2/28/2009	506,403.44	2,166.28	1,855.99	4,022.27	504,547.45
3/31/2009	504,547.45	2,389.59	1,632.68	4,022.27	502,914.77
4/30/2009	502,914.77	2,305.03	1,717.24	4,022.27	501,197.53
5/31/2009	501,197.53	2,373.73	1,648.54	4,022.27	499,548.99
6/30/2009	499,548.99	2,289.60	1,732.67	4,022.27	497,816.32
7/31/2009	497,816.32	2,357.71	1,664.56	4,022.27	496,151.76
8/31/2009	496,151.76	2,349.83	1,672.44	4,022.27	494,479.32
9/30/2009	494,479.32	2,266.36	1,755.91	4,022.27	492,723.41
10/31/2009	492,723.41	2,333.59	1,688.68	4,022.27	491,034.73
11/30/2009	491,034.73	2,250.58	1,771.69	4,022.27	489,263.04
12/31/2009	489,263.04	2,317.20	1,705.07	4,022.27	487,557.97
1/31/2010	487,557.97	2,309.13	1,713.14	4,022.27	485,844.83
2/28/2010	485,844.83	2,078.34	1,943.93	4,022.27	483,900.90
3/31/2010	483,900.90	2,291.81	1,730.46	4,022.27	482,170.44
4/30/2010	482,170.44	2,209.95	1,812.32	4,022.27	480,358.12
5/31/2010	480,358.12	2,275.03	1,747.24	4,022.27	478,610.88
6/30/2010	478,610.88	2,193.63	1,828.64	4,022.27	476,782.24
7/31/2010	476,782.24	2,258.09	1,764.18	4,022.27	475,018.06
8/31/2010	475,018.06	2,249.74	1,772.53	4,022.27	473,245.53
9/30/2010	473,245.53	2,169.04	1,853.23	4,022.27	471,392.30
10/31/2010	471,392.30	2,232.57	1,789.70	4,022.27	469,602.60
11/30/2010	469,602.60	2,152.35	1,869.92	4,022.27	467,732.68
12/31/2010	467,732.68	2,215.23	1,807.04	4,022.27	465,925.64
1/31/2011	465,925.64	2,206.68	1,815.59	4,022.27	464,110.05

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Lilac Place

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	464,110.05	1,985.36	2,036.91	4,022.27	462,073.14
3/31/2011	462,073.14	2,188.43	1,833.84	4,022.27	460,239.30
4/30/2011	460,239.30	2,109.43	1,912.84	4,022.27	458,326.46
5/31/2011	458,326.46	2,170.69	1,851.58	4,022.27	456,474.88
6/30/2011	456,474.88	2,092.18	1,930.09	4,022.27	454,544.79
7/31/2011	454,544.79	2,152.77	1,869.50	4,022.27	452,675.29
8/31/2011	452,675.29	2,143.92	1,878.35	4,022.27	450,796.94
9/30/2011	450,796.94	2,066.15	1,956.12	4,022.27	448,840.82
10/31/2011	448,840.82	2,125.76	1,896.51	4,022.27	446,944.31
11/30/2011	446,944.31	2,048.49	1,973.78	4,022.27	444,970.53
12/31/2011	444,970.53	2,107.43	1,914.84	4,022.27	443,055.69
1/31/2012	443,055.69	2,098.36	1,923.91	4,022.27	441,131.78
2/29/2012	441,131.78	1,954.46	2,067.81	4,022.27	439,063.97
3/31/2012	439,063.97	2,079.46	1,942.81	4,022.27	437,121.16
4/30/2012	437,121.16	2,003.47	2,018.80	4,022.27	435,102.36
5/31/2012	435,102.36	2,060.69	1,961.58	4,022.27	433,140.78
6/30/2012	433,140.78	1,985.23	2,037.04	4,022.27	431,103.74
7/31/2012	431,103.74	2,041.76	1,980.51	4,022.27	429,123.23
8/31/2012	429,123.23	2,032.38	1,989.89	4,022.27	427,133.34
9/30/2012	427,133.34	1,957.69	2,064.58	4,022.27	425,068.76
10/31/2012	425,068.76	2,013.17	2,009.10	4,022.27	423,059.66
11/30/2012	423,059.66	1,939.02	2,083.25	4,022.27	420,976.41
12/31/2012	420,976.41	1,993.79	2,028.48	4,022.27	418,947.93
1/31/2013	418,947.93	1,984.18	2,038.09	4,022.27	416,909.84
2/28/2013	416,909.84	1,783.45	2,238.82	4,022.27	414,671.02
3/31/2013	414,671.02	1,963.93	2,058.34	4,022.27	412,612.68
4/30/2013	412,612.68	1,891.14	2,131.13	4,022.27	410,481.55
5/31/2013	410,481.55	1,944.09	2,078.18	4,022.27	408,403.37
6/30/2013	408,403.37	1,871.85	2,150.42	4,022.27	406,252.95
7/31/2013	406,252.95	1,924.06	2,098.21	4,022.27	404,154.74
8/31/2013	404,154.74	1,914.12	2,108.15	4,022.27	402,046.59
9/30/2013	402,046.59	1,842.71	2,179.56	4,022.27	399,867.03
10/31/2013	399,867.03	1,893.81	2,128.46	4,022.27	397,738.57
11/30/2013	397,738.57	1,822.97	2,199.30	4,022.27	395,539.27
12/31/2013	395,539.27	1,873.32	2,148.95	4,022.27	393,390.32
1/31/2014	393,390.32	1,863.14	2,159.13	4,022.27	391,231.19
2/28/2014	391,231.19	1,673.60	2,348.67	4,022.27	388,882.52
3/31/2014	388,882.52	1,841.79	2,180.48	4,022.27	386,702.04
4/30/2014	386,702.04	1,772.38	2,249.89	4,022.27	384,452.15
5/31/2014	384,452.15	1,820.81	2,201.46	4,022.27	382,250.69

360 Day Promissory Note

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

Bank's Address, City, State & Zip Code
1242 PEARL STREET, BOULDER, CO 80302

FOR BANK USE ONLY		Face Amount	Rate (% per year)	Note Date	Maturity Date
Customer No. 0054266	Loan No. 9001	$655,000.00	5.500 %	05/25/1999	05/31/2014

Maker	Home Phone	Business Phone
LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY		

Street Address, City, State, Zip Code
PO BOX 471 BOULDER, CO 80306

Security
DEED OF TRUST

The captions in the boxes above, and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below.

Maker promises to pay to the order of Bank at Bank's address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based upon a year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows:

Principal including interest in tha amount of $4,022.27 shall be payable monthly on the last day of each month beginning 06/30/1999. The balance of principal plus accrued interest shall be payable at maturity.

Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate four percentage points above the rate in effect at the time such principal or interest becomes due.

At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accommodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer (1) waive presentment, notice of dishonor and protest, (2) assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party, and (3) agree that Bank may apply, as Bank elects, any payment received after default to any portion of Maker's obligations hereunder. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

THE ARBITRATION TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE A PART OF AND INCORPORATED INTO THIS NOTE.

LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY
By: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

COPY

ARBITRATION

1. Agreement to Arbitrate: Subject to the provisions of the next paragraph below, Bank and Maker agree to submit to binding arbitration any and all claims, disputes and controversies between or among them, whether in tort, contract or otherwise (and their respective employees, officers, directors, attorneys, and other agents) arising out of or relating to in any way to the loan and related loan documents which are the subject of this note and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, collection, enforcement, default or termination.

Nothing in the preceding paragraph, nor the exercise of any right to arbitrate thereunder, shall limit the right of any party hereto (1) to foreclose against any real or personal property collateral by the exercise of the power of sale under a deed of trust, mortgage, or other security agreement, or instrument, or applicable law; (2) to exercise self-help remedies such as setoff or repossession; or (3) to obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or appointment of a receiver from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit to provisional or ancillary remedies, or exercise of self-help remedies shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration, including those claims or disputes arising from exercise of any such judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies.

2. Selection of Arbitrator: If the amount in dispute is $500,000.00 or more, arbitration hereunder shall be before a three-person panel of neutral arbitrators, consisting of one person from each of the following categories: (1) an attorney who has practiced in the area of commercial law in the State of Colorado for at least eight (8) years or a retired judge at the district court or appellate court level from the State of Colorado; (2) a person with at least eight (8) years experience in commercial lending; and (3) a person with at least eight (8) years experience in the HOUSING AUTHORITY industry. The parties to the dispute or their representatives shall obtain from AAA a list of persons meeting the criteria outlined above and the parties shall select the person in the manner established by the AAA.

If the amount in dispute is less than $500,000.00, the arbitration shall be conducted before one arbitrator who shall be an attorney who has practiced in the area of commercial law for at least eight (8) years or a retired judge at the District Court or an appellate court level. The parties to the dispute or their representatives shall obtain from AAA a list of the persons meeting the criteria outlined above and the parties shall select the person in the manner established by the AAA.

3. Governing Laws and Rules: Such arbitration shall proceed in the State of Colorado in the city or county (if the Bank is not located in a city) wherein the Bank is located, shall be governed by Colorado law, including all applicable statutes of limitations, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

4. Discovery: In any arbitration hereunder: (1) the arbitrator(s) shall decide (by documents only or with a hearing, at the arbitrators' discretion) any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication; (2) discovery shall be permitted, but shall be limited as provided in Rule 26.1 (c) of the Colorado Rules of Civil Procedure, and shall be subject to the scheduling by the arbitrator(s), and any discovery disputes shall be subject to final determination by the arbitrator(s); and (3) the arbitrator(s) shall award costs and expenses of the arbitration proceeding in accordance with the provisions of the loan agreement, promissory note and/or other loan documents.

DEED OF TRUST
(Colorado)

1. **Grantor:** LOUISVILLE HOUSING AUTHORITY

   PO BOX 471
   BOULDER, CO. 80306

2. **Beneficiary:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
   1242 PEARL STREET
   BOULDER, CO 80302

3. **Trustee:** The Public Trustee for the County in which the property is located.

4. **Property:** The following land in BOULDER County, Colorado
   LOTS 4, 5, AND 6 AND THE SOUTH 30 FEET OF LOT 3, BLOCK 9, FISCHER SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO

5. **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Beneficiary, and all renewals, extensions and amendments thereof and substitutions therefor.

   Date: May 25, 1999

   Amount: $655,000.00 Plus Interest

   Maturity Date: May 31, 2014

   Maker (if other than Grantor):

   (b) future advances made by Beneficiary on or before the maturity date of the Note plus interest thereon provided any required notice of right to rescind or cancel has been given; (c) all expenditures made or incurred by beneficiary pursuant to the provisions of the Note and this deed of trust together with interest thereon.
   (d) other:

6. **Construction Mortgage:** If checked here (_____) this deed of trust secures an indebtedness for construction purposes as described in CRS (1973) section 4-9-313

THE GRANT, TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE A PART OF THIS DEED OF TRUST AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

LOUISVILLE HOUSING AUTHORITY

BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

Attest: _____

Co-owner, spouse or other claimant of a right with respect to the real property described above joins in granting the lien and waiver set forth in paragraph 13 of this deed of trust, but does not assume any liability for payment of the Note.

Date: _____

STATE OF COLORADO _____)
) ss.
_____)

COPY

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

(as _____ President and _____

as _____ Secretary of _____,

a corporation).

_____
Notary Public

Witness my hand and official seal.

My commission expires _____

89-5-386 (Rev. 7/89)

7. Grant. For valuable consideration Grantor hereby sells and conveys the Property to Trustee, together with all appurtenances, fixtures, rents, issues and profits, water, ditch and reservoir rights, however evidenced, appertaining thereto or used in connection therewith, and warrants the title to the Property, subject to liens for real property taxes and assessments not currently due and other matters shown on any attachment hereto. This grant is made in trust to secure the Obligations.

8. Covenants of Grantor. Grantor covenants and agrees: (a) to pay and satisfy all the Obligations and to keep and perform according to their terms all of the covenants and agreements contained in this deed of trust, the Note and in any other instrument which may have been executed in connection with this deed of trust; (b) to pay and satisfy when due all claims, taxes and assessments and prior encumbrances which affect the Property and not to permit or suffer any other lien against the Property, except with the prior written consent of Beneficiary; (c) to obtain and maintain at all times policies of fire and extended coverage insurance in an amount equal to the full insurable value of all improvements on the Property, and such other hazard insurance as Beneficiary may require, all with such policy provisions and with such companies as may be approved by Beneficiary with Beneficiary named as an insured party, and to assign and deliver the policies of insurance to Beneficiary, and to authorize application of the entire insurance proceeds from such policies to the payment or, in the discretion of Beneficiary, prepayment of all or any part of the Obligations, with the surplus, if any, to be paid to Grantor; (d) to keep the Property and any improvements which may at any time be on the Property in good condition and repair and to commit or suffer no waste; (e) not to commit or suffer destruction or removal of any improvements which may at any time be on the Property without the prior written consent of Beneficiary, and not to assign the rents or income from the Property except to Beneficiary; (f) to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing the Property or its use; (g) to appear in and defend any action or proceeding purporting to affect the Property, the Note, this deed of trust or Beneficiary's rights therein or herein and to pay or reimburse Beneficiary for all costs and expenses, including attorneys' fees, incurred by Beneficiary as a result of any such action or proceeding; (h) that all awards and proceeds received in connection with the condemnation of or injury or damage to the Property or amounts received in lieu of such awards or proceeds shall be paid to Beneficiary and shall be applied by Beneficiary first to costs and expenses, including attorneys' fees, incurred by Beneficiary in connection with such awards or proceeds and then to the payment or, in the discretion of Beneficiary, prepayment, of the Obligations with the surplus, if any, to be paid to Grantor; (i) that, if Grantor fails to keep and perform any covenant or agreement contained in this deed of trust according to its terms, Beneficiary may, after reasonable notice, take or cause to be taken such action as it deems necessary or desirable to the end that such covenants and agreements may be kept and performed, and any sums advanced or costs and expenses incurred by Beneficiary in connection therewith, including attorneys' fees, shall become due immediately without notice and shall be due and payable on demand and shall bear interest at the rate on the face of the promissory note; (j) at the request of Beneficiary, to deposit with Beneficiary each month an amount equal to one-twelfth of the estimated annual real estate taxes and assessments for the Property and one-twelfth of the estimated annual insurance premium to be applied to payment of taxes and insurance as required; and (k) to notify Beneficiary promptly upon the violation of any covenant contained in this deed of trust.

9. Environmental Covenant and Indemnity. (a) Grantor covenants and agrees that the Property is not currently the subject of any threatened or ongoing litigation, judgment, decree, order, citation, complaint or notice of violation relating to or arising out of environmental laws or issues. To the best of Grantor's knowledge, (i) the use of the Property will not result in Contamination or threatened Contamination, and no Contamination or threatened Contamination was formerly or is presently on or under the Property that could lead to the payment of or for damages, penalties, injunctive relief or clean-up costs or would require clean-up, removal or remedial action under any environmental law or regulation thereunder or common law, and (ii) the Property is in compliance with all applicable environmental laws (b) Grantor agrees to defend, indemnify and hold harmless Beneficiary for, from, and against, and to reimburse Beneficiary with respect to any and all claims, actions, costs and expenses whatsoever (including, without limitation, attorneys' fees and expenses and costs reasonably incurred) known or unknown, asserted against or incurred by Beneficiary at any time by reason of or arising out of or relating to any actual or alleged violation of any existing or future environmental law or regulation thereunder or actual or threatened Contamination on or under the Property, whether or not such Contamination was in violation of any environmental statute or regulation thereunder. This indemnity shall last indefinitely and is specifically intended to survive the release of this deed of trust. (c) The terms Contamination or Contaminated shall mean the presence of solid or hazardous waste, hazardous substances, pollutants or contaminants, petroleum, toxic or hazardous constituents, or similar materials, as such terms are defined under any federal or state or local statute, whether currently or subsequently enacted, or regulation thereunder or under common law.

10. Transfer. If Grantor shall lease, sell, contract to sell or otherwise transfer all or any part of the Property without the prior written consent of Beneficiary, all Obligations shall be forthwith due and payable at the election of the Beneficiary if permitted by Colorado law as then in effect. Beneficiary may require the transferee to assume the Obligations as a condition to its consent to the transfer and impose any other conditions permitted by law. Grantor shall promptly notify Beneficiary at least 10 days prior to any transfer of the Property.

11. Events of Default. The occurrence of any of the following shall constitute an event of default hereunder: (a) failure to pay any of the Obligations when due; (b) failure to perform or observe any other covenant contained in this deed of trust, the Note or any other agreement given by Grantor to Beneficiary in connection with the Obligations; (c) any warranty, representation or statement of Grantor in this deed of trust, or otherwise made or furnished to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made or furnished; (d) death of, dissolution of, termination of the existence of, insolvency of, business failure of, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or any guarantor of the Obligations; or (e) good faith belief by Beneficiary that the Obligations are inadequately secured or that the prospect for payment or performance of any of the Obligations is impaired. If this deed of trust is given to secure the Obligations of a person other than Grantor, an additional event of default shall be the happening of any of the above events or conditions to, by or with respect to such other person.

12. Remedies Upon Default. Upon the occurrence of any event of default, Beneficiary shall have the following rights and remedies which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remedy hereunder or which Beneficiary may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare any or all of the Obligations immediately due and payable; (b) to take immediate possession, management and control of the Property and to repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Beneficiary may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Obligations in any manner or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, experte and without notice, the appointment of a temporary receiver and after notice, the appointment of a permanent receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; (e) to foreclose this deed of trust through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee, such foreclosure shall be conducted in the manner provided by the laws of the State of Colorado; (f) to clean up Contamination at the expense of Grantor.

13. Waiver of Homestead Exemption. Grantor hereby waives all rights that Grantor may have in or to the Property as a homestead exemption or under any similar law that may hereafter be enacted. Such waiver shall be effective as to any foreclosure hereunder and to any redemption by Beneficiary from the foreclosure of any encumbrance prior in right to this deed of trust.

14. Miscellaneous. (a) This deed of trust and each of its provisions shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of the Trustee, the Beneficiary and his and its successors and assigns. (b) This deed of trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (c) The terms "Grantor," "Beneficiary," "Trustee," "Property," "Obligations," and "Note" are defined in paragraphs 1 through 5, respectively. (d) The Trustee may, upon production of the Note, duly cancelled, and payment of all fees and cost by Grantor release this deed of trust without further showing as to payment of the Obligations. (e) If more than one Grantor, all the terms and conditions of this deed of trust shall apply to each of them. (f) The Trustee may release parts of the Property from the lien of this deed of trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property or against Grantor. (g) Failure on the Beneficiary's part to exercise its rights in the event of any one default shall not constitute a waiver of such rights in the event of any subsequent default. (h) Any correct notice and other communications required or contemplated by this deed of trust shall be in writing. If intended for Grantor it shall be deemed given if mailed, postage prepaid, to Grantor at the address given on the reverse side hereof or at such other address given by notice as herein provided. If intended for Bank it shall be deemed, given only if actually received by Bank. (i) Where the Grantor and obligor on the Obligations are not the same, the term "Grantor" means the owner of the Property, in any provision dealing with the Property, the obligor in any provision dealing with the Obligations, and both where the context so requires.

ASSIGNMENT OF LEASES AND RENTS

1. **Defined Terms:** The following terms shall have the following meanings whenever used in this Agreement:

1.1 **Assignor:** LOUISVILLE HOUSING AUTHORITY

PO BOX 471
BOULDER, CO. 80306

1.2 **Bank:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
1242 PEARL STREET
BOULDER, CO 80302

1.3 **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Bank, and all renewals, extensions and amendments thereto and substitutions therefor.

Date: May 25, 1999
Amount: $655,000.00
Maturity Date: May 31, 2014

Maker (if other than Assignor):

(b) Future advances made by Bank on or before the maturity date of the Note plus interest thereon. (c) All expenditures made or incurred by Bank pursuant to the provisions of the Note, Mortgage orDeed of Trust and this Assignment of Leases and Rents.

(d) Other.

1.4 **Deed of Trust:** Mortgage or deed of trust, executed by Assignor, describing the Property and dated May 25, 1999.

1.5 **Property:** The following described real property together with all improvements thereon and to be constructed thereon.

LOTS 4, 5, AND 6 AND THE SOUTH 30 FEET OF LOT 3, BLOCK 9, FISCHER SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO

THE GRANT, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS ASSIGNMENT AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

LOUISVILLE HOUSING AUTHORITY

BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

(Seal)
Attest: _____

STATE OF COLORADO _____)
)ss.
_____COUNTY OF _____)

COPY

The foregoing instrument was acknowledged before me this _____ day of _____, 19____.

by _____

(as _____ President and _____

as _____ Secretary of _____ a corporation).

Witness my hand and official seal.

_____
Notary Public
My Commission Expires _____

99 S-388 (Rev. 7/88)

2. **Recitals.** Assignor desires to further secure, and the Bank has required as additional and further security for the payment of the Obligations, an assignment of the leases of all or any portion of the Property and the rents, profits and income from the Property in the event of default in the payment of the Obligations or default in the performance of the terms, conditions and obligations to be performed by Assignor contained in the Note or the Mortgage orDeed of Trust.

3. **Assignment.** As further consideration for the sums advanced and to be advanced to it under the Note, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Assignor hereby assigns, transfers and sets over to the Bank all of its right, title and interest in any leases now existing or hereafter entered into on the Property or any part thereof and the rents, profits and income derived from the Property, with full and complete authority and right in the Bank in case of default in the payment of Obligations, or the failure to comply with any of the terms and conditions contained in the Note or the Mortgage orDeed of Trust, to: (a) demand, collect, receive and receipt for such rents, profits and income; (b) take possession of the Property, the buildings and improvements thereon and any personal property belonging to Assignor situated therein without having a receiver appointed therefor; (c) rent and manage the Property and make alterations, renovations and repairs to the Property; (d) apply the proceeds of such rents, income and profits from the Property to pay the expense of managing, renting, altering, renovating and repairing the Property, including reasonable compensation for the agents or representatives of the Bank; (e) pay all taxes, assessments and insurance premiums with respect to the Property as they become due; (f) apply for and obtain, ex parte and without notice, the appointment of a temporary receiver and after notice, the appointment of the permanent receiver for the Property of the rents, issues and profits thereof or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers after deducting and paying costs and expenses of such receiverships, including attorney's fees of the Bank, applied to the Obligations in such manner and order as the Bank may request; and (g) apply the balance of such proceeds to sums due under the Note and the Mortgage orDeed of Trust and then to any other Obligations.

4. **Release.** A release of the Mortgage or Deed of Trust shall automatically release this Assignement of Leases and Rents, and the curing of any default under the Obligations and the Mortgage or Deed of Trust in accordance with their terms shall stay the application of this Assignment of Leases and Rents until subsequent default, if any.

5. **General.** (a) No failure of the Bank to avail itself of any of the terms and conditions of this Assignment of Leases and Rents for any period of time shall be construed to be a waiver of any of its rights hereunder; and the Bank shall have the full right and authority to enforce this Assignment of Leases and Rents, or any of its terms, at any time or times that the Bank shall deem fit. (b) Assignor hereby expressly waives the Bank's written acceptance of this Assignment of Leases and Rents. (c) Any consent notice or other communication required or contemplated by this Assignment of Leases and Rents shall be in writing. If intended for Assignor, it shall be deemed given if mailed, postage prepaid to Assignor at the address given on the front page of this Assignment of Leases and Rents or at such other address given by notice as herein provided. If intended for the Bank, it shall be deemed given only if actually received by the Bank. (d) This Assignment of Leases and Rents shall be governed by the laws of the State of Colorado. (e) All the rights of the Bank under this Assignment of Leases and Rents shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of the Assignor hereunder shall be binding upon the heirs, legal representatives, successors and assigns of the Assignor.

DEED OF TRUST
(Colorado)

1. **Grantor:** HOUSING AUTHORITY OF CITY OF LOUISVILLE

   PO BOX 471
   BOULDER, CO. 80306

2. **Beneficiary:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
   1242 PEARL STREET
   BOULDER, CO 80302

3. **Trustee:** The Public Trustee for the County in which the property is located.

4. **Property:** The following land in BOULDER County, Colorado
   TRACT F, LOUISVILLE NORTH-FIRST FILING, COUNTY OF BOULDER, STATE OF COLORADO

5. **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Beneficiary, and all renewals, extensions and amendments thereof and substitutions therefor.

   Date: May 25, 1999

   Amount: $655,000.00 Plus Interest

   Maturity Date: May 31, 2014

   Maker (if other than Grantor):

   (b) future advances made by Beneficiary on or before the maturity date of the Note plus interest thereon provided any required notice of right to rescind or cancel has been given; (c) all expenditures made or incurred by beneficiary pursuant to the provisions of the Note and this deed of trust together with interest thereon.
   (d) other:

6. **Construction Mortgage:** If checked here (_____) this deed of trust secures an indebtedness for construction purposes as described in CRS (1973) section 4-9-313

THE GRANT, TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE A PART OF THIS DEED OF TRUST AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF CITY OF LOUISVILLE
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

Attest: _____

Co-owner, spouse or other claimant of a right with respect to the real property described above joins in granting the lien and waiver set forth in paragraph 13 of this deed of trust, but does not assume any liability for payment of the Note.

Date: _____

COPY

STATE OF COLORADO _____)
) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____,

by _____

(as _____ President and _____

as _____ Secretary of _____,

a corporation).

_____
Notary Public

Witness my hand and official seal.

My commission expires _____

89-5-388 (Rev. 7/89)

7. Grant. For valuable consideration Grantor hereby sells and conveys the Property to Trustee, together with all appurtenances, fixtures, rents, issues and profits, water, ditch and reservoir rights, however evidenced, appertaining thereto or used in connection therewith, and warrants the title to the Property, subject to liens for real property taxes and assessments not currently due and other matters shown on any attachment hereto. This grant is made in trust to secure the Obligations

8. Covenants of Grantor. Grantor covenants and agrees: (a) to pay and satisfy all the Obligations and to keep and perform according to their terms all of the covenants and agreements contained in this deed of trust, the Note and in any other instrument which may have been executed in connection with this deed of trust; (b) to pay and satisfy when due all claims, taxes and assessments and prior encumbrances which affect the Property and not to permit or suffer any other lien against the Property, except with the prior written consent of Beneficiary; (c) to obtain and maintain at all times policies of fire and extended coverage insurance in an amount equal to the full insurable value of all improvements on the Property, and such other hazard insurance as Beneficiary may require, all with such policy provisions and with such companies as may be approved by Beneficiary with Beneficiary named as an insured party, and to assign and deliver the policies of insurance to Beneficiary, and to authorize application of the entire insurance proceeds from such policies to the payment or, in the discretion of Beneficiary, prepayment of all or any part of the Obligations, with the surplus, if any, to be paid to Grantor; (d) to keep the Property and any improvements which may at any time be on the Property in good condition and repair and to commit or suffer no waste; (e) not to commit or suffer destruction or removal of any improvements which may at any time be on the Property without the prior written consent of Beneficiary, and not to assign the rents or income from the Property except to Beneficiary; (f) to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing the Property or its use; (g) to appear in and defend any action or proceeding purporting to affect the Property, the Note, this deed of trust or Beneficiary's rights therein or herein and to pay or reimburse Beneficiary for all costs and expenses, including attorneys' fees, incurred by Beneficiary as a result of any such action or proceeding; (h) that all awards and proceeds received in connection with the condemnation of or injury or damage to the Property or amounts received in lieu of such awards or proceeds shall be paid to Beneficiary and shall be applied by Beneficiary first to costs and expenses, including attorneys' fees, incurred by Beneficiary in connection with such awards or proceeds and then to the payment or, in the discretion of Beneficiary, prepayment, of the Obligations with the surplus, if any, to be paid to Grantor; (i) that, if Grantor fails to keep and perform any covenant or agreement contained in this deed of trust according to its terms, Beneficiary may, after reasonable notice, take or cause to be taken such action as it deems necessary or desirable to the end that such covenants and agreements may be kept and performed, and any sums advanced or costs and expenses incurred by Beneficiary in connection therewith, including attorneys' fees, shall become due immediately without notice and shall be due and payable on demand and shall bear interest at the rate on the face of the promissory note; (j) at the request of Beneficiary, to deposit with Beneficiary each month an amount equal to one-twelfth of the estimated annual real estate taxes and assessments for the Property and one-twelfth of the estimated annual insurance premium to be applied to payment of taxes and insurance as required; and (k) to notify Beneficiary promptly upon the violation of any covenant contained in this deed of trust.

9. Environmental Covenant and Indemnity. (a) Grantor covenants and agrees that the Property is not currently the subject of any threatened or ongoing litigation, judgment, decree, order, citation, complaint or notice of violation relating to or arising out of environmental laws or issues. To the best of Grantor's knowledge, (i) the use of the Property will not result in Contamination or threatened Contamination, and no Contamination or threatened Contamination was formerly or is presently on or under the Property that could lead to the payment of or for damages, penalties, injunctive relief or clean-up costs or would require clean-up, removal or remedial action under any environmental law or regulation thereunder or common law, and (ii) the Property is in compliance with all applicable environmental laws. (b) Grantor agrees to defend, indemnify and hold harmless Beneficiary for, from, and against, and to reimburse Beneficiary with respect to any and all claims, actions, costs and expenses whatsoever (including, without limitation, attorneys' fees and expenses and costs reasonably incurred) known or unknown, asserted against or incurred by Beneficiary at any time by reason of or arising out of or relating to any actual or alleged violation of any existing or future environmental law or regulation thereunder or actual or threatened Contamination on or under the Property, whether or not such Contamination was in violation of any environmental statute or regulation thereunder. This indemnity shall last indefinitely and is specifically intended to survive the release of this deed of trust. (c) The terms Contamination or Contaminated shall mean the presence of solid or hazardous waste, hazardous substances, pollutants or contaminants, petroleum, toxic or hazardous constituents, or similar materials, as such terms are defined under any federal or state or local statute, whether currently or subsequently enacted, or regulation thereunder or under common law.

10. Transfer. If Grantor shall lease, sell, contract to sell or otherwise transfer all or any part of the Property without the prior written consent of Beneficiary, all Obligations shall be forthwith due and payable at the election of the Beneficiary if permitted by Colorado law as then in effect. Beneficiary may require the transferee to assume the Obligations as a condition to its consent to the transfer and impose any other conditions permitted by law. Grantor shall promptly notify Beneficiary at least 10 days prior to any transfer of the Property.

11. Events of Default. The occurrence of any of the following shall constitute an event of default hereunder: (a) failure to pay any of the Obligations when due; (b) failure to perform or observe any other covenant contained in this deed of trust, the Note or any other agreement given by Grantor to Beneficiary in connection with the Obligations; (c) any warranty, representation or statement of Grantor in this deed of trust, or otherwise made or furnished to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made or furnished; (d) death of, dissolution of, termination of the existence of, insolvency of, business failure of, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or any guarantor of the Obligations; or (e) good faith belief by Beneficiary that the Obligations are inadequately secured or that the prospect for payment or performance of any of the Obligations is impaired. If this deed of trust is given to secure the Obligations of a person other than Grantor, an additional event of default shall be the happening of any of the above events or conditions to, by or with respect to such other person.

12. Remedies Upon Default. Upon the occurrence of any event of default, Beneficiary shall have the following rights and remedies which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remedy hereunder or which Beneficiary may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare any or all of the Obligations immediately due and payable; (b) to take immediate possession, management and control of the Property and to repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Beneficiary may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Obligations in any manner or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, experte and without notice, the appointment of a temporary receiver and after notice, the appointment of a permanent receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existance of waste, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; (e) to foreclose this deed of trust through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee, such foreclosure shall be conducted in the manner provided by the laws of the State of Colorado; (f) to clean up Contamination at the expense of Grantor.

13. Waiver of Homestead Exemption. Grantor hereby waives all rights that Grantor may have in or to the Property as a homestead exemption or under any similar law that may hereafter be enacted. Such waiver shall be effective as to any foreclosure hereunder and to any redemption by Beneficiary from the foreclosure of any encumbrance prior in right to this deed of trust.

14. Miscellaneous. (a) This deed of trust and each of its provisions shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of the Trustee, the Beneficiary and his and its successors and assigns. (b) This deed of trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (c) The terms "Grantor," "Beneficiary," "Trustee," "Property," "Obligations," and "Note" are defined in paragraphs 1 through 5, respectively. (d) The Trustee may, upon production of the Note, duly cancelled, and payment of all fees and cost by Grantor release this deed of trust without further showing as to payment of the Obligations. (e) If more than one Grantor, all the terms and conditions of this deed of trust shall apply to each of them. (f) The Trustee may release parts of the Property from the lien of this deed of trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property or against Grantor. (g) Failure on the Beneficiary's part to exercise its rights in the event of any one default shall not constitute a waiver of such rights in the event of any subsequent default. (h) Any correct notice and other communications required or contemplated by this deed of trust shall be in writing. If intended for Grantor it shall be deemed given if mailed, postage prepaid, to Grantor at the address given on the reverse side hereof or at such other address given by notice as herein provided. If intended for Bank it shall be deemed, given only if actually received by Bank. (i) Where the Grantor and obligor on the Obligations are not the same, the term "Grantor" means the owner of the Property, in any provision dealing with the Property, the obligor in any provision dealing with the Obligations, and both where the context so requires.

ASSIGNMENT OF LEASES AND RENTS

1. **Defined Terms:** The following terms shall have the following meanings whenever used in this Agreement:

1.1 **Assignor:** HOUSING AUTHORITY OF CITY OF LOUISVILLE

PO BOX 471
BOULDER, CO. 80306

1.2 **Bank:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
1242 PEARL STREET
BOULDER, CO 80302

1.3 **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Bank, and all renewals, extensions and amendments thereto and substitutions therefor.

Date: May 25, 1999
Amount: $655,000.00
Maturity Date: May 31, 2014

Maker (if other than Assignor):

(b) Future advances made by Bank on or before the maturity date of the Note plus interest thereon. (c) All expenditures made or incurred by Bank pursuant to the provisions of the Note, Mortgage orDeed of Trust and this Assignment of Leases and Rents.

(d) Other.

1.4 **Deed of Trust:** Mortgage or deed of trust, executed by Assignor, describing the Property and dated May 25, 1999.

1.5 **Property:** The following described real property together with all improvements thereon and to be constructed thereon.

TRACT F, LOUISVILLE NORTH-FIRST FILING, COUNTY OF BOULDER, STATE OF COLORADO

THE GRANT, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS ASSIGNMENT AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF CITY OF LOUISVILLE
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

(Seal)
Attest: _____

COPY

STATE OF COLORADO _____)
)ss.
_____COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____.

by _____

(as _____ President and _____

as _____ Secretary of _____ a corporation).

Witness my hand and official seal.

_____
Notary Public
My Commission Expires _____

89-5-388 (Rev. 7/89)

2. **Recitals.** Assignor desires to further secure, and the Bank has required as additional and further security for the payment of the Obligations, an assignment of the leases of all or any portion of the Property and the rents, profits and income from the Property in the event of default in the payment of the Obligations or default in the performance of the terms, conditions and obligations to be performed by Assignor contained in the Note or the Mortgage orDeed of Trust.

3. **Assignment.** As further consideration for the sums advanced and to be advanced to it under the Note, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Assignor hereby assigns, transfers and sets over to the Bank all of its right, title and interest in any leases now existing or hereafter entered into on the Property or any part thereof and the rents, profits and income derived from the Property, with full and complete authority and right in the Bank in case of default in the payment of Obligations, or the failure to comply with any of the terms and conditions contained in the Note or the Mortgage orDeed of Trust, to: (a) demand, collect, receive and receipt for such rents, profits and income; (b) take possession of the Property, the buildings and improvements thereon and any personal property belonging to Assignor situated therein without having a receiver appointed therefor; (c) rent and manage the Property and make alterations, renovations and repairs to the Property; (d) apply the proceeds of such rents, income and profits from the Property to pay the expense of managing, renting, altering, renovating and repairing the Property, including reasonable compensation for the agents or representatives of the Bank; (e) pay all taxes, assessments and insurance premiums with respect to the Property as they become due; (f) apply for and obtain, ex parte and without notice, the appointment of a temporary receiver and after notice, the appointment of the permanent receiver for the Property of the rents, issues and profits thereof or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers after deducting and paying costs and expenses of such receiverships, including attorney's fees of the Bank, applied to the Obligations in such manner and order as the Bank may request; and (g) apply the balance of such proceeds to sums due under the Note and the Mortgage orDeed of Trust and then to any other Obligations.

4. **Release.** A release of the Mortgage or Deed of Trust shall automatically release this Assignement of Leases and Rents, and the curing of any default under the Obligations and the Mortgage or Deed of Trust in accordance with their terms shall stay the application of this Assignment of Leases and Rents until subsequent default, if any.

5. **General.** (a) No failure of the Bank to avail itself of any of the terms and conditions of this Assignment of Leases and Rents for any period of time shall be construed to be a waiver of any of its rights hereunder; and the Bank shall have the full right and authority to enforce this Assignment of Leases and Rents, or any of its terms, at any time or times that the Bank shall deem fit. (b) Assignor hereby expressly waives the Bank's written acceptance of this Assignment of Leases and Rents. (c) Any consent notice or other communication required or contemplated by this Assignment of Leases and Rents shall be in writing. If intended for Assignor, it shall be deemed given if mailed, postage prepaid to Assignor at the address given on the front page of this Assignment of Leases and Rents or at such other address given by notice as herein provided. If intended for the Bank, it shall be deemed given only if actually received by the Bank. (d) This Assignment of Leases and Rents shall be governed by the laws of the State of Colorado. (e) All the rights of the Bank under this Assignment of Leases and Rents shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of the Assignor hereunder shall be binding upon the heirs, legal representatives, successors and assigns of the Assignor.

Louisville Housing Authority
Postclosing 1998-99 Refinance Information

	Lilac Place	Regal Court	Regal Square	Total
Property address	1301 Lincoln St. #1-#12 Louisville, CO 80027	1899 Regal Court, 1817 Regal Street, 1888 Regal Court Louisville, CO 80027	255 Regal St. #1-#30 Louisville, CO 80027	
Appraised value	$730,000	$710,000	$1,350,000*	$2,790,000
Original Loan Amount	$448,000	$515,000	$300,000	$1,263,000
Original Rate	6.4%	6%	5.5%	
Original Annual Debt Service	$40,060	$37,400	$25,320.00	$102,780
Original Maturity	10/15/00	6/22/03	12/23/99	
Payoff as of 5/20/99	$365,679.78	$512,199.11	$77,819.80	$955,698.69
Amount of New Debt	$655,000	$521,000	$250,000	$1,426,000
New Rate	5.5%	5.5%	5.5%	
New Annual Debt Service	$48,270	$35,500	$18,420	$102,190
New Term and Amortization	15 yrs./25 yrs.	15 yrs./ 30 yrs.	15 yrs./25 yrs.	
Total Fees	$9,286.48	$7,986.10	$3,206.50	$20,479.08
Acme Payoff			$25,000	
Rehab Funds Available	$291,320	Not Applicable	$147,180	$438,500

* Staff estimate

Lilac Place

Louisville Housing Authority

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/99

When making payments distribute the principal amount to account 21192-550
When making payments distribute the interest amount to account 45830-550

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/99	655,000.00				655,000.00
6/30/99	655,000.00	3,502.43	519.84	4,022.27	654,480.16
7/31/99	654,480.16	3,099.69	922.58	4,022.27	653,557.58
8/31/99	653,557.58	3,095.32	926.95	4,022.27	652,630.63
9/30/99	652,630.63	2,991.22	1,031.05	4,022.27	651,599.58
10/31/99	651,599.58	3,086.05	936.22	4,022.27	650,663.36
11/30/99	650,663.36	2,982.21	1,040.06	4,022.27	649,623.30
12/31/99	649,623.30	3,076.69	945.58	4,022.27	648,677.72
1/31/00	648,677.72	3,072.21	950.06	4,022.27	647,727.66
2/29/00	647,727.66	2,869.79	1,152.48	4,022.27	646,575.18
3/31/00	646,575.18	3,062.25	960.02	4,022.27	645,615.16
4/30/00	645,615.16	2,959.07	1,063.20	4,022.27	644,551.96
5/31/00	644,551.96	3,052.67	969.60	4,022.27	643,582.36
6/30/00	643,582.36	2,949.75	1,072.52	4,022.27	642,509.84
7/31/00	642,509.84	3,043.00	979.27	4,022.27	641,530.57
8/31/00	641,530.57	3,038.36	983.91	4,022.27	640,546.66
9/30/00	640,546.66	2,935.84	1,086.43	4,022.27	639,460.23
10/31/00	639,460.23	3,028.55	993.72	4,022.27	638,466.51
11/30/00	638,466.51	2,926.30	1,095.97	4,022.27	637,370.54
12/31/00	637,370.54	3,018.66	1,003.61	4,022.27	636,366.93
1/31/01	636,366.93	3,013.90	1,008.37	4,022.27	635,358.56
2/28/01	635,358.56	2,717.92	1,304.35	4,022.27	634,054.21
3/31/01	634,054.21	3,002.95	1,019.32	4,022.27	633,034.89
4/30/01	633,034.89	2,901.41	1,120.86	4,022.27	631,914.03
5/31/01	631,914.03	2,992.82	1,029.45	4,022.27	630,884.58
6/30/01	630,884.58	2,891.55	1,130.72	4,022.27	629,753.86
7/31/01	629,753.86	2,982.58	1,039.69	4,022.27	628,714.17
8/31/01	628,714.17	2,977.66	1,044.61	4,022.27	627,669.56
9/30/01	627,669.56	2,876.82	1,145.45	4,022.27	626,524.11
10/31/01	626,524.11	2,967.29	1,054.98	4,022.27	625,469.13
11/30/01	625,469.13	2,866.73	1,155.54	4,022.27	624,313.59
12/31/01	624,313.59	2,956.82	1,065.45	4,022.27	623,248.14
1/31/02	623,248.14	2,951.77	1,070.50	4,022.27	622,177.64
2/28/02	622,177.64	2,661.54	1,360.73	4,022.27	620,816.91
3/31/02	620,816.91	2,940.26	1,082.01	4,022.27	619,734.90
4/30/02	619,734.90	2,840.45	1,181.82	4,022.27	618,553.08
5/31/02	618,553.08	2,929.54	1,092.73	4,022.27	617,460.35
6/30/02	617,460.35	2,830.03	1,192.24	4,022.27	616,268.11
7/31/02	616,268.11	2,918.71	1,103.56	4,022.27	615,164.55

EXHIBIT H

Regal Court II

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	521,000.00				521,000.00
6/30/1999	521,000.00	2,865.50	92.68	2,958.18	520,907.32
7/31/1999	520,907.32	2,467.07	491.11	2,958.18	520,416.21
8/31/1999	520,416.21	2,464.75	493.43	2,958.18	519,922.78
9/30/1999	519,922.78	2,382.98	575.20	2,958.18	519,347.58
10/31/1999	519,347.58	2,459.69	498.49	2,958.18	518,849.09
11/30/1999	518,849.09	2,378.06	580.12	2,958.18	518,268.97
12/31/1999	518,268.97	2,454.58	503.60	2,958.18	517,765.37
1/31/2000	517,765.37	2,452.19	505.99	2,958.18	517,259.38
2/29/2000	517,259.38	2,291.75	666.43	2,958.18	516,592.95
3/31/2000	516,592.95	2,446.64	511.54	2,958.18	516,081.41
4/30/2000	516,081.41	2,365.37	592.81	2,958.18	515,488.60
5/31/2000	515,488.60	2,441.41	516.77	2,958.18	514,971.83
6/30/2000	514,971.83	2,360.29	597.89	2,958.18	514,373.94
7/31/2000	514,373.94	2,436.13	522.05	2,958.18	513,851.89
8/31/2000	513,851.89	2,433.66	524.52	2,958.18	513,327.37
9/30/2000	513,327.37	2,352.75	605.43	2,958.18	512,721.94
10/31/2000	512,721.94	2,428.31	529.87	2,958.18	512,192.07
11/30/2000	512,192.07	2,347.55	610.63	2,958.18	511,581.44
12/31/2000	511,581.44	2,422.91	535.27	2,958.18	511,046.17
1/31/2001	511,046.17	2,420.37	537.81	2,958.18	510,508.36
2/28/2001	510,508.36	2,183.84	774.34	2,958.18	509,734.02
3/31/2001	509,734.02	2,414.16	544.02	2,958.18	509,190.00
4/30/2001	509,190.00	2,333.79	624.39	2,958.18	508,565.61
5/31/2001	508,565.61	2,408.62	549.56	2,958.18	508,016.05
6/30/2001	508,016.05	2,328.41	629.77	2,958.18	507,386.28
7/31/2001	507,386.28	2,403.04	555.14	2,958.18	506,831.14
8/31/2001	506,831.14	2,400.41	557.77	2,958.18	506,273.37
9/30/2001	506,273.37	2,320.42	637.76	2,958.18	505,635.61
10/31/2001	505,635.61	2,394.75	563.43	2,958.18	505,072.18
11/30/2001	505,072.18	2,314.91	643.27	2,958.18	504,428.91
12/31/2001	504,428.91	2,389.03	569.15	2,958.18	503,859.76
1/31/2002	503,859.76	2,386.34	571.84	2,958.18	503,287.92
2/28/2002	503,287.92	2,152.95	805.23	2,958.18	502,482.69
3/31/2002	502,482.69	2,379.81	578.37	2,958.18	501,904.32
4/30/2002	501,904.32	2,300.39	657.79	2,958.18	501,246.53
5/31/2002	501,246.53	2,373.96	584.22	2,958.18	500,662.31
6/30/2002	500,662.31	2,294.70	663.48	2,958.18	499,998.83
7/31/2002	499,998.83	2,368.05	590.13	2,958.18	499,408.70
8/31/2002	499,408.70	2,365.26	592.92	2,958.18	498,815.78
9/30/2002	498,815.78	2,286.24	671.94	2,958.18	498,143.84
10/31/2002	498,143.84	2,359.26	598.92	2,958.18	497,544.92
11/30/2002	497,544.92	2,280.41	677.77	2,958.18	496,867.15
12/31/2002	496,867.15	2,353.22	604.96	2,958.18	496,262.19
1/31/2003	496,262.19	2,350.35	607.83	2,958.18	495,654.36
2/28/2003	495,654.36	2,120.30	837.88	2,958.18	494,816.48
3/31/2003	494,816.48	2,343.51	614.67	2,958.18	494,201.81

Regal Court II **Louisville Housing Authority**

Norwest Bank Loan

GL Account #	GL Bal	New Loan No.	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	494,201.81	2,265.09	693.09	2,958.18	493,508.72
5/31/2003	493,508.72	2,337.31	620.87	2,958.18	492,887.85
6/30/2003	492,887.85	2,259.07	699.11	2,958.18	492,188.74
7/31/2003	492,188.74	2,331.06	627.12	2,958.18	491,561.62
8/31/2003	491,561.62	2,328.09	630.09	2,958.18	490,931.53
9/30/2003	490,931.53	2,250.10	708.08	2,958.18	490,223.45
10/31/2003	490,223.45	2,321.75	636.43	2,958.18	489,587.02
11/30/2003	489,587.02	2,243.94	714.24	2,958.18	488,872.78
12/31/2003	488,872.78	2,315.36	642.82	2,958.18	488,229.96
1/31/2004	488,229.96	2,312.31	645.87	2,958.18	487,584.09
2/29/2004	487,584.09	2,160.27	797.91	2,958.18	486,786.18
3/31/2004	486,786.18	2,305.47	652.71	2,958.18	486,133.47
4/30/2004	486,133.47	2,228.11	730.07	2,958.18	485,403.40
5/31/2004	485,403.40	2,298.92	659.26	2,958.18	484,744.14
6/30/2004	484,744.14	2,221.74	736.44	2,958.18	484,007.70
7/31/2004	484,007.70	2,292.31	665.87	2,958.18	483,341.83
8/31/2004	483,341.83	2,289.16	669.02	2,958.18	482,672.81
9/30/2004	482,672.81	2,212.25	745.93	2,958.18	481,926.88
10/31/2004	481,926.88	2,282.46	675.72	2,958.18	481,251.16
11/30/2004	481,251.16	2,205.73	752.45	2,958.18	480,498.71
12/31/2004	480,498.71	2,275.70	682.48	2,958.18	479,816.23
1/31/2005	479,816.23	2,272.46	685.72	2,958.18	479,130.51
2/28/2005	479,130.51	2,049.61	908.57	2,958.18	478,221.94
3/31/2005	478,221.94	2,264.91	693.27	2,958.18	477,528.67
4/30/2005	477,528.67	2,188.67	769.51	2,958.18	476,759.16
5/31/2005	476,759.16	2,257.98	700.20	2,958.18	476,058.96
6/30/2005	476,058.96	2,181.94	776.24	2,958.18	475,282.72
7/31/2005	475,282.72	2,250.99	707.19	2,958.18	474,575.53
8/31/2005	474,575.53	2,247.64	710.54	2,958.18	473,864.99
9/30/2005	473,864.99	2,171.88	786.30	2,958.18	473,078.69
10/31/2005	473,078.69	2,240.55	717.63	2,958.18	472,361.06
11/30/2005	472,361.06	2,164.99	793.19	2,958.18	471,567.87
12/31/2005	471,567.87	2,233.40	724.78	2,958.18	470,843.09
1/31/2006	470,843.09	2,229.97	728.21	2,958.18	470,114.88
2/28/2006	470,114.88	2,011.05	947.13	2,958.18	469,167.75
3/31/2006	469,167.75	2,222.03	736.15	2,958.18	468,431.60
4/30/2006	468,431.60	2,146.98	811.20	2,958.18	467,620.40
5/31/2006	467,620.40	2,214.70	743.48	2,958.18	466,876.92
6/30/2006	466,876.92	2,139.85	818.33	2,958.18	466,058.59
7/31/2006	466,058.59	2,207.31	750.87	2,958.18	465,307.72
8/31/2006	465,307.72	2,203.75	754.43	2,958.18	464,553.29
9/30/2006	464,553.29	2,129.20	828.98	2,958.18	463,724.31
10/31/2006	463,724.31	2,196.25	761.93	2,958.18	462,962.38
11/30/2006	462,962.38	2,121.91	836.27	2,958.18	462,126.11
12/31/2006	462,126.11	2,188.68	769.50	2,958.18	461,356.61
1/31/2007	461,356.61	2,185.04	773.14	2,958.18	460,583.47
2/28/2007	460,583.47	1,970.27	987.91	2,958.18	459,595.56

2006
Prin
19,486.46
Int
24,011.68

Regal Court II

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
3/31/2007	459,595.56	2,176.70	781.48	2,958.18	458,814.08
4/30/2007	458,814.08	2,102.90	855.28	2,958.18	457,958.80
5/31/2007	457,958.80	2,168.94	789.24	2,958.18	457,169.56
6/30/2007	457,169.56	2,095.36	862.82	2,958.18	456,306.74
7/31/2007	456,306.74	2,161.12	797.06	2,958.18	455,509.68
8/31/2007	455,509.68	2,157.34	800.84	2,958.18	454,708.84
9/30/2007	454,708.84	2,084.08	874.10	2,958.18	453,834.74
10/31/2007	453,834.74	2,149.41	808.77	2,958.18	453,025.97
11/30/2007	453,025.97	2,076.37	881.81	2,958.18	452,144.16
12/31/2007	452,144.16	2,141.40	816.78	2,958.18	451,327.38
1/31/2008	451,327.38	2,137.54	820.64	2,958.18	450,506.74
2/29/2008	450,506.74	1,996.00	962.18	2,958.18	449,544.56
3/31/2008	449,544.56	2,129.09	829.09	2,958.18	448,715.47
4/30/2008	448,715.47	2,056.61	901.57	2,958.18	447,813.90
5/31/2008	447,813.90	2,120.90	837.28	2,958.18	446,976.62
6/30/2008	446,976.62	2,048.64	909.54	2,958.18	446,067.08
7/31/2008	446,067.08	2,112.62	845.56	2,958.18	445,221.52
8/31/2008	445,221.52	2,108.62	849.56	2,958.18	444,371.96
9/30/2008	444,371.96	2,036.70	921.48	2,958.18	443,450.48
10/31/2008	443,450.48	2,100.23	857.95	2,958.18	442,592.53
11/30/2008	442,592.53	2,028.55	929.63	2,958.18	441,662.90
12/31/2008	441,662.90	2,091.76	866.42	2,958.18	440,796.48
1/31/2009	440,796.48	2,087.66	870.52	2,958.18	439,925.96
2/28/2009	439,925.96	1,881.91	1,076.27	2,958.18	438,849.69
3/31/2009	438,849.69	2,078.44	879.74	2,958.18	437,969.95
4/30/2009	437,969.95	2,007.36	950.82	2,958.18	437,019.13
5/31/2009	437,019.13	2,069.77	888.41	2,958.18	436,130.72
6/30/2009	436,130.72	1,998.93	959.25	2,958.18	435,171.47
7/31/2009	435,171.47	2,061.02	897.16	2,958.18	434,274.31
8/31/2009	434,274.31	2,056.77	901.41	2,958.18	433,372.90
9/30/2009	433,372.90	1,986.29	971.89	2,958.18	432,401.01
10/31/2009	432,401.01	2,047.90	910.28	2,958.18	431,490.73
11/30/2009	431,490.73	1,977.67	980.51	2,958.18	430,510.22
12/31/2009	430,510.22	2,038.94	919.24	2,958.18	429,590.98
1/31/2010	429,590.98	2,034.59	923.59	2,958.18	428,667.39
2/28/2010	428,667.39	1,833.74	1,124.44	2,958.18	427,542.95
3/31/2010	427,542.95	2,024.89	933.29	2,958.18	426,609.66
4/30/2010	426,609.66	1,955.29	1,002.89	2,958.18	425,606.77
5/31/2010	425,606.77	2,015.72	942.46	2,958.18	424,664.31
6/30/2010	424,664.31	1,946.38	1,011.80	2,958.18	423,652.51
7/31/2010	423,652.51	2,006.47	951.71	2,958.18	422,700.80
8/31/2010	422,700.80	2,001.96	956.22	2,958.18	421,744.58
9/30/2010	421,744.58	1,933.00	1,025.18	2,958.18	420,719.40
10/31/2010	420,719.40	1,992.57	965.61	2,958.18	419,753.79
11/30/2010	419,753.79	1,923.87	1,034.31	2,958.18	418,719.48
12/31/2010	418,719.48	1,983.10	975.08	2,958.18	417,744.40
1/31/2011	417,744.40	1,978.48	979.70	2,958.18	416,764.70

10,029.23 PRIN
25,468.93 Int

Regal Court II **Louisville Housing Authority**

Norwest Bank Loan

GL Account #	GL Bal	New Loan No.	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	416,764.70	1,782.83	1,175.35	2,958.18	415,589.35
3/31/2011	415,589.35	1,968.28	989.90	2,958.18	414,599.45
4/30/2011	414,599.45	1,900.25	1,057.93	2,958.18	413,541.52
5/31/2011	413,541.52	1,958.58	999.60	2,958.18	412,541.92
6/30/2011	412,541.92	1,890.82	1,067.36	2,958.18	411,474.56
7/31/2011	411,474.56	1,948.79	1,009.39	2,958.18	410,465.17
8/31/2011	410,465.17	1,944.01	1,014.17	2,958.18	409,451.00
9/30/2011	409,451.00	1,876.65	1,081.53	2,958.18	408,369.47
10/31/2011	408,369.47	1,934.08	1,024.10	2,958.18	407,345.37
11/30/2011	407,345.37	1,867.00	1,091.18	2,958.18	406,254.19
12/31/2011	406,254.19	1,924.06	1,034.12	2,958.18	405,220.07
1/31/2012	405,220.07	1,919.17	1,039.01	2,958.18	404,181.06
2/29/2012	404,181.06	1,790.75	1,167.43	2,958.18	403,013.63
3/31/2012	403,013.63	1,908.72	1,049.46	2,958.18	401,964.17
4/30/2012	401,964.17	1,842.34	1,115.84	2,958.18	400,848.33
5/31/2012	400,848.33	1,898.46	1,059.72	2,958.18	399,788.61
6/30/2012	399,788.61	1,832.36	1,125.82	2,958.18	398,662.79
7/31/2012	398,662.79	1,888.11	1,070.07	2,958.18	397,592.72
8/31/2012	397,592.72	1,883.04	1,075.14	2,958.18	396,517.58
9/30/2012	396,517.58	1,817.37	1,140.81	2,958.18	395,376.77
10/31/2012	395,376.77	1,872.55	1,085.63	2,958.18	394,291.14
11/30/2012	394,291.14	1,807.17	1,151.01	2,958.18	393,140.13
12/31/2012	393,140.13	1,861.96	1,096.22	2,958.18	392,043.91
1/31/2013	392,043.91	1,856.76	1,101.42	2,958.18	390,942.49
2/28/2013	390,942.49	1,672.37	1,285.81	2,958.18	389,656.68
3/31/2013	389,656.68	1,845.46	1,112.72	2,958.18	388,543.96
4/30/2013	388,543.96	1,780.83	1,177.35	2,958.18	387,366.61
5/31/2013	387,366.61	1,834.61	1,123.57	2,958.18	386,243.04
6/30/2013	386,243.04	1,770.28	1,187.90	2,958.18	385,055.14
7/31/2013	385,055.14	1,823.66	1,134.52	2,958.18	383,920.62
8/31/2013	383,920.62	1,818.29	1,139.89	2,958.18	382,780.73
9/30/2013	382,780.73	1,754.41	1,203.77	2,958.18	381,576.96
10/31/2013	381,576.96	1,807.19	1,150.99	2,958.18	380,425.97
11/30/2013	380,425.97	1,743.62	1,214.56	2,958.18	379,211.41
12/31/2013	379,211.41	1,795.99	1,162.19	2,958.18	378,049.22
1/31/2014	378,049.22	1,790.48	1,167.70	2,958.18	376,881.52
2/28/2014	376,881.52	1,612.22	1,345.96	2,958.18	375,535.56
3/31/2014	375,535.56	1,778.58	1,179.60	2,958.18	374,355.96
4/30/2014	374,355.96	1,715.80	1,242.38	2,958.18	373,113.58
5/31/2014	373,113.58	1,767.11	1,191.07	2,958.18	371,922.51

360 Day Promissory Not

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

Bank's Address, City, State & Zip Code

1242 PEARL STREET, BOULDER, CO 80302

FOR BANK USE ONLY		Face Amount	Rate (% per year)	Note Date	Maturity Date
Customer No. 0054266	Loan No. 9002	$521,000.00	5.500 %	05/25/1999	05/31/201

Maker	Home Phone	Business Phone
LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY		

Street Address, City, State, Zip Code

PO BOX 471 BOULDER, CO. 80306

Security

DEED OF TRUST

The captions in the boxes above, and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below.

Maker promises to pay to the order of Bank at Bank's address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based up year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows:

Principal including interest in the amount of $2,958.18 shall be payable monthly on the last day of each month beginning 06/30/1999. The balance of principal plus accrued interest shall be payable at maturity.

Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate four percentage points above the rate in effect at the time such principal or interest becomes due.

At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accommodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer (1) waive presentment, notice of dishonor and protest, (2) assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party, and (3) agree that Bank may apply, as Bank elects, any payment received after default to any portion of Maker's obligations hereunder. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

THE ARBITRATION TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE A PART OF AND INCORPORATED INTO THIS NOTE.

LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY

BY: _____

JAMES J. LILES, EXECUTIVE DIRECTOR

COPY

ASSIGNMENT OF LEASES AND RENTS

1. **Defined Terms:** The following terms shall have the following meanings whenever used in this Agreement:

1.1 **Assignor:** HOUSING AUTHORITY OF THE CITY OF LOUISVILLE

PO BOX 471
BOULDER, CO. 80306

1.2 **Bank:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
1242 PEARL STREET
BOULDER, CO 80302

1.3 **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Bank, and all renewals, extensions and amendments thereto and substitutions therefor.

Date: May 25, 1999
Amount: $521,000.00
Maturity Date: May 31, 2014

Maker (if other than Assignor):

(b) Future advances made by Bank on or before the maturity date of the Note plus interest thereon. (c) All expenditures made or incurred by Bank pursuant to the provisions of the Note, Mortgage orDeed of Trust and this Assignment of Leases and Rents.

(d) Other.

1.4 **Deed of Trust:** Mortgage or deed of trust, executed by Assignor, describing the Property and dated May 25, 1999.

1.5 **Property:** The following described real property together with all improvements thereon and to be constructed thereon.

LOTS 1, 9 AND 12, LOUISVILLE NORTH SIXTH FILING, COUNTY OF BOULDER, STATE OF COLORADO

THE GRANT, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS ASSIGNMENT AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF THE CITY OF LOUISVILLE
BY: _____
JAMES J LILES, EXECUTIVE DIRECTOR

(Seal)
Attest: _____

COPY

STATE OF COLORADO _____)
)ss.
_____COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____.

by _____

(as _____ President and _____

as _____ Secretary of _____ a corporation).

Witness my hand and official seal.

_____
Notary Public
My Commission Expires _____

99-5-388 (Rev. 7/89)

DEED OF TRUST
(Colorado)

1. **Grantor:** HOUSING AUTHORITY OF THE CITY OF LOUISVILLE

   PO BOX 471
   BOULDER, CO. 80306

2. **Beneficiary:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
   1242 PEARL STREET
   BOULDER, CO 80302

3. **Trustee:** The Public Trustee for the County in which the property is located.

4. **Property:** The following land in BOULDER County, Colorado
   LOTS 1, 9 AND 12, LOUISVILLE NORTH SIXTH FILING, COUNTY OF BOULDER, STATE OF COLORADO

5. **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Beneficiary, and all renewals, extensions and amendments thereof and substitutions therefor.

   Date: May 25, 1999

   Amount: $521,000.00 Plus Interest

   Maturity Date: May 31, 2014

   Maker (if other than Grantor):

   (b) future advances made by Beneficiary on or before the maturity date of the Note plus interest thereon provided any required notice of right to rescind or cancel has been given; (c) all expenditures made or incurred by beneficiary pursuant to the provisions of the Note and this deed of trust together with interest thereon.
   (d) other:

6. **Construction Mortgage:** If checked here (_____) this deed of trust secures an indebtedness for construction purposes as described in CRS (1973) section 4-9-313

THE GRANT, TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE A PART OF THIS DEED OF TRUST AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF THE CITY OF LOUISVILLE
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

Attest: _____

Co-owner, spouse or other claimant of a right with respect to the real property described above joins in granting the lien and waiver set forth in paragraph 13 of this deed of trust, but does not assume any liability for payment of the Note.

Date: _____

STATE OF COLORADO _____)
) ss.
_____)

COPY

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

(as _____ President and _____

as _____ Secretary of _____,

a corporation).

_____
Notary Public

Witness my hand and official seal.

My commission expires _____

99-5-368 (Rev. 7/89)

EXHIBIT I

PROMISSORY NOTE
(BCHA & LHA -- AHP)

$200,000 October 1998

FOR VALUE RECEIVED, The Housing Authority of the County of Boulder and the Housing Authority of the City of Louisville, statutory housing authorities ("Borrower"), promise to pay to the order of the Community First National Bank ("Payee") the principal sum of $200,000 without interest. Provided no Event of default (as defined below) has occurred, this Note shall be forgiven in its entirety by the anniversary date of this Note in the year 2013.

The Loan from Payee to Borrower evidenced by this Note is being made pursuant to Federal Home Loan Bank Affordable Housing Program. The proceeds of the Loan are being loaned by the Payee to Borrower to help finance the acquisition and rehabilitation of a 40-unit affordable housing development in Louisville, Colorado (the "property"). The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Note: (I) the failure of the Borrower to maintain the Property as low-income housing (as required by the Agreement Concerning AHP Loan dated the date hereof between the Borrower and the Payee (the "AHP Agreement") at any time between the date hereof and the 15th anniversary of that date, and to cure any such failure within 180 days following notice from Payee; (ii) the leasing of apartment units included in the Property at annual rents representing at the time of initial occupancy the following; 50 percent of the units (20) at between 51% - 60% of tenant households annual median income; 50% of the units (20) at between 0% - 50% of tenant household's annual median income; (iii) the sale of the Property on terms that do not require the purchaser to continue to observe the low-income housing requirements identified in the AHP Agreement; or (iv) the failure of the Borrower to deliver to the Payee all reports required in connection with the Property under the AHP Monitoring and Reporting Procedures, as amended from time to time. Upon the occurrence of an Event of Default, the Payee may by notice to Borrower, at Payee's option, declare the entire balance of this Note to be due on a date no earlier than ten business days from the date of such notice.

All payments shall be made at Payee's offices at 890 West Cherry Street, Louisville, Colorado 80027, or at such other place as Payee shall have designated to Borrower in writing. All payments received hereunder shall be applied first to accrued interest (if any) as of the date of payment and then to the outstanding principal balance of this Note.

Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate equal to twelve percent per annum from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

This Note may be prepaid, either in whole or in part at any time without premium or penalty and without the prior consent of the holder hereof.

This Note is secured by, and the holder of the Note is entitled to the benefits of a Collateral Assignment of Note and Deed of Trust (the "Collateral Assignment"), of even date

herewith, given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Collateral Assignment for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

Time is of the essence hereof, in the event of any Event of Default that is not cured within any applicable cure periods, then the whole principal sum of this Note (plus accrued interest, if any) and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Collateral Assignment, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Collateral Assignment, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to exercise its rights under the Collateral Assignment, then Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to the fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction.

No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any partner, or affiliate or Borrower or any third party shall have any personal liability for any amounts owing under this Note, and in the event of any default under this Note the Payee shall look solely to the property covered by the Collateral Assignment and shall not be entitled to seek any deficiency from Borrower, or any partner, or affiliate of Borrower, or any third person.

All notices to Borrower given hereunder shall be in writing, shall be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Housing Authority of the County of Boulder and
Housing Authority of the City of Louisville
PO Box 471
Boulder, Colorado 80306

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery to Borrower (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the US Postal Service.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in and fro Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 13-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado.

THE HOUSING AUTHORITY OF THE COUNTY OF BOULDER, a statutory housing authority

By: James J. Iles
Title: Secretary / Executive Director

THE HOUSING AUTHORITY OF THE CITY OF LOUISVILLE, a statutory housing authority

By: James J. Iles
Title: Secretary / Executive Director

EXHIBIT J

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	250,000.00				250,000.00
6/30/1999	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/1999	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/1999	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/1999	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/1999	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/1999	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/1999	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/2000	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/2000	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/2000	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/2000	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/2000	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/2000	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/2000	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/2000	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/2000	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/2000	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/2000	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/2000	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/2001	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/2001	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/2001	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/2001	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/2001	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/2001	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/2001	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/2001	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/2001	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/2001	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/2001	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/2001	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/2002	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/2002	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/2002	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/2002	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/2002	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/2002	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/2002	235,216.77	1,114.01	421.21	1,535.22	234,795.56
8/31/2002	234,795.56	1,112.02	423.20	1,535.22	234,372.36
9/30/2002	234,372.36	1,074.21	461.01	1,535.22	233,911.35
10/31/2002	233,911.35	1,107.83	427.39	1,535.22	233,483.96
11/30/2002	233,483.96	1,070.13	465.09	1,535.22	233,018.87
12/31/2002	233,018.87	1,103.60	431.62	1,535.22	232,587.25
1/31/2003	232,587.25	1,101.56	433.66	1,535.22	232,153.59
2/28/2003	232,153.59	993.10	542.12	1,535.22	231,611.47
3/31/2003	231,611.47	1,096.94	438.28	1,535.22	231,173.19

02-04-0000-206-2126.001
5610.000

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	231,173.19	1,059.54	475.68	1,535.22	230,697.51
5/31/2003	230,697.51	1,092.61	442.61	1,535.22	230,254.90
6/30/2003	230,254.90	1,055.33	479.89	1,535.22	229,775.01
7/31/2003	229,775.01	1,088.24	446.98	1,535.22	229,328.03
8/31/2003	229,328.03	1,086.12	449.10	1,535.22	228,878.93
9/30/2003	228,878.93	1,049.03	486.19	1,535.22	228,392.74
10/31/2003	228,392.74	1,081.69	453.53	1,535.22	227,939.21
11/30/2003	227,939.21	1,044.72	490.50	1,535.22	227,448.71
12/31/2003	227,448.71	1,077.22	458.00	1,535.22	226,990.71
1/31/2004	226,990.71	1,075.05	460.17	1,535.22	226,530.54
2/29/2004	226,530.54	1,003.66	531.56	1,535.22	225,998.98
3/31/2004	225,998.98	1,070.36	464.86	1,535.22	225,534.12
4/30/2004	225,534.12	1,033.70	501.52	1,535.22	225,032.60
5/31/2004	225,032.60	1,065.78	469.44	1,535.22	224,563.16
6/30/2004	224,563.16	1,029.25	505.97	1,535.22	224,057.19
7/31/2004	224,057.19	1,061.16	474.06	1,535.22	223,583.13
8/31/2004	223,583.13	1,058.91	476.31	1,535.22	223,106.82
9/30/2004	223,106.82	1,022.57	512.65	1,535.22	222,594.17
10/31/2004	222,594.17	1,054.23	480.99	1,535.22	222,113.18
11/30/2004	222,113.18	1,018.02	517.20	1,535.22	221,595.98
12/31/2004	221,595.98	1,049.50	485.72	1,535.22	221,110.26
1/31/2005	221,110.26	1,047.20	488.02	1,535.22	220,622.24
2/28/2005	220,622.24	1,043.78	491.45	1,535.22	220,030.79
3/31/2005	220,030.79	1,042.00	493.18	1,535.22	219,537.66
4/30/2005	219,537.66	1,006.21	529.01	1,535.22	219,008.65
5/31/2005	219,008.65	1,037.75	497.47	1,535.22	218,510.68
6/30/2005	218,510.68	1,001.51	533.71	1,535.22	217,976.97
7/31/2005	217,976.97	1,032.86	502.36	1,535.22	217,474.11
8/31/2005	217,474.11	1,029.98	505.24	1,535.22	216,968.87
9/30/2005	216,968.87	994.44	540.78	1,535.22	216,428.09
10/31/2005	216,428.09	1,025.03	510.19	1,535.22	215,917.90
11/30/2005	215,917.90	989.62	545.60	1,535.22	215,372.30
12/31/2005	215,372.30	1,020.03	515.19	1,535.22	214,857.11
1/31/2006	214,857.11	1,017.59	517.63	1,535.22	214,339.48
2/28/2006	214,339.48	916.90	618.32	1,535.22	213,721.16
3/31/2006	213,721.16	1,012.21	523.01	1,535.22	213,198.15
4/30/2006	213,198.15	977.16	558.06	1,535.22	212,640.09
5/31/2006	212,640.09	1,007.09	528.13	1,535.22	212,111.96
6/30/2006	212,111.96	972.18	563.04	1,535.22	211,548.92
7/31/2006	211,548.92	1,001.92	533.30	1,535.22	211,015.62
8/31/2006	211,015.62	999.39	535.83	1,535.22	210,479.79
9/30/2006	210,479.79	964.70	570.52	1,535.22	209,909.27
10/31/2006	209,909.27	994.15	541.07	1,535.22	209,368.20
11/30/2006	209,368.20	959.60	575.62	1,535.22	208,792.58
12/31/2006	208,792.58	988.86	546.36	1,535.22	208,246.22
1/31/2007	208,246.22	986.28	548.94	1,535.22	207,697.28
2/28/2007	207,697.28	888.48	646.74	1,535.22	207,050.54

2005 Int - 12,169.49
2005 Prin - 6,253.15

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
3/31/2007	207,050.54	980.61	554.61	1,535.22	206,495.93
4/30/2007	206,495.93	946.44	588.78	1,535.22	205,907.15
5/31/2007	205,907.15	975.20	560.02	1,535.22	205,347.13
6/30/2007	205,347.13	941.17	594.05	1,535.22	204,753.08
7/31/2007	204,753.08	969.73	565.49	1,535.22	204,187.59
8/31/2007	204,187.59	967.06	568.16	1,535.22	203,619.43
9/30/2007	203,619.43	933.26	601.96	1,535.22	203,017.47
10/31/2007	203,017.47	961.51	573.71	1,535.22	202,443.76
11/30/2007	202,443.76	927.87	607.35	1,535.22	201,836.41
12/31/2007	201,836.41	955.92	579.30	1,535.22	201,257.11
1/31/2008	201,257.11	953.18	582.04	1,535.22	200,675.07
2/29/2008	200,675.07	889.10	646.12	1,535.22	200,028.95
3/31/2008	200,028.95	947.36	587.86	1,535.22	199,441.09
4/30/2008	199,441.09	914.10	621.12	1,535.22	198,819.97
5/31/2008	198,819.97	941.63	593.59	1,535.22	198,226.38
6/30/2008	198,226.38	908.54	626.68	1,535.22	197,599.70
7/31/2008	197,599.70	935.85	599.37	1,535.22	197,000.33
8/31/2008	197,000.33	933.02	602.20	1,535.22	196,398.13
9/30/2008	196,398.13	900.16	635.06	1,535.22	195,763.07
10/31/2008	195,763.07	927.16	608.06	1,535.22	195,155.01
11/30/2008	195,155.01	894.46	640.76	1,535.22	194,514.25
12/31/2008	194,514.25	921.24	613.98	1,535.22	193,900.27
1/31/2009	193,900.27	918.33	616.89	1,535.22	193,283.38
2/28/2009	193,283.38	826.82	708.40	1,535.22	192,574.98
3/31/2009	192,574.98	912.06	623.16	1,535.22	191,951.82
4/30/2009	191,951.82	879.78	655.44	1,535.22	191,296.38
5/31/2009	191,296.38	906.00	629.22	1,535.22	190,667.16
6/30/2009	190,667.16	873.89	661.33	1,535.22	190,005.83
7/31/2009	190,005.83	899.89	635.33	1,535.22	189,370.50
8/31/2009	189,370.50	896.88	638.34	1,535.22	188,732.16
9/30/2009	188,732.16	865.02	670.20	1,535.22	188,061.96
10/31/2009	188,061.96	890.68	644.54	1,535.22	187,417.42
11/30/2009	187,417.42	859.00	676.22	1,535.22	186,741.20
12/31/2009	186,741.20	884.43	650.79	1,535.22	186,090.41
1/31/2010	186,090.41	881.34	653.88	1,535.22	185,436.53
2/28/2010	185,436.53	793.26	741.96	1,535.22	184,694.57
3/31/2010	184,694.57	874.73	660.49	1,535.22	184,034.08
4/30/2010	184,034.08	843.49	691.73	1,535.22	183,342.35
5/31/2010	183,342.35	868.33	666.89	1,535.22	182,675.46
6/30/2010	182,675.46	837.26	697.96	1,535.22	181,977.50
7/31/2010	181,977.50	861.87	673.35	1,535.22	181,304.15
8/31/2010	181,304.15	858.68	676.54	1,535.22	180,627.61
9/30/2010	180,627.61	827.88	707.34	1,535.22	179,920.27
10/31/2010	179,920.27	852.12	683.10	1,535.22	179,237.17
11/30/2010	179,237.17	821.50	713.72	1,535.22	178,523.45
12/31/2010	178,523.45	845.51	689.71	1,535.22	177,833.74
1/31/2011	177,833.74	842.24	692.98	1,535.22	177,140.76

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	177,140.76	757.77	777.45	1,535.22	176,363.31
3/31/2011	176,363.31	835.28	699.94	1,535.22	175,663.37
4/30/2011	175,663.37	805.12	730.10	1,535.22	174,933.27
5/31/2011	174,933.27	828.50	706.72	1,535.22	174,226.55
6/30/2011	174,226.55	798.54	736.68	1,535.22	173,489.87
7/31/2011	173,489.87	821.67	713.55	1,535.22	172,776.32
8/31/2011	172,776.32	818.29	716.93	1,535.22	172,059.39
9/30/2011	172,059.39	788.61	746.61	1,535.22	171,312.78
10/31/2011	171,312.78	811.36	723.86	1,535.22	170,588.92
11/30/2011	170,588.92	781.87	753.35	1,535.22	169,835.57
12/31/2011	169,835.57	804.36	730.86	1,535.22	169,104.71
1/31/2012	169,104.71	800.90	734.32	1,535.22	168,370.39
2/29/2012	168,370.39	745.97	789.25	1,535.22	167,581.14
3/31/2012	167,581.14	793.68	741.54	1,535.22	166,839.60
4/30/2012	166,839.60	764.68	770.54	1,535.22	166,069.06
5/31/2012	166,069.06	786.52	748.70	1,535.22	165,320.36
6/30/2012	165,320.36	757.72	777.50	1,535.22	164,542.86
7/31/2012	164,542.86	779.29	755.93	1,535.22	163,786.93
8/31/2012	163,786.93	775.71	759.51	1,535.22	163,027.42
9/30/2012	163,027.42	747.21	788.01	1,535.22	162,239.41
10/31/2012	162,239.41	768.38	766.84	1,535.22	161,472.57
11/30/2012	161,472.57	740.08	795.14	1,535.22	160,677.43
12/31/2012	160,677.43	760.99	774.23	1,535.22	159,903.20
1/31/2013	159,903.20	757.32	777.90	1,535.22	159,125.30
2/28/2013	159,125.30	680.70	854.52	1,535.22	158,270.78
3/31/2013	158,270.78	749.59	785.63	1,535.22	157,485.15
4/30/2013	157,485.15	721.81	813.41	1,535.22	156,671.74
5/31/2013	156,671.74	742.01	793.21	1,535.22	155,878.53
6/30/2013	155,878.53	714.44	820.78	1,535.22	155,057.75
7/31/2013	155,057.75	734.37	800.85	1,535.22	154,256.90
8/31/2013	154,256.90	730.58	804.64	1,535.22	153,452.26
9/30/2013	153,452.26	703.32	831.90	1,535.22	152,620.36
10/31/2013	152,620.36	722.83	812.39	1,535.22	151,807.97
11/30/2013	151,807.97	695.79	839.43	1,535.22	150,968.54
12/31/2013	150,968.54	715.00	820.22	1,535.22	150,148.32
1/31/2014	150,148.32	711.12	824.10	1,535.22	149,324.22
2/28/2014	149,324.22	638.78	896.44	1,535.22	148,427.78
3/31/2014	148,427.78	702.97	832.25	1,535.22	147,595.53
4/30/2014	147,595.53	676.48	858.74	1,535.22	146,736.79
5/31/2014	146,736.79	694.96	840.26	1,535.22	145,896.53

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	250,000.00				250,000.00
6/30/1999	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/1999	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/1999	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/1999	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/1999	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/1999	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/1999	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/2000	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/2000	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/2000	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/2000	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/2000	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/2000	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/2000	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/2000	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/2000	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/2000	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/2000	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/2000	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/2001	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/2001	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/2001	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/2001	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/2001	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/2001	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/2001	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/2001	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/2001	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/2001	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/2001	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/2001	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/2002	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/2002	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/2002	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/2002	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/2002	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/2002	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/2002	235,216.77	1,114.01	421.21	1,535.22	234,795.56
8/31/2002	234,795.56	1,112.02	423.20	1,535.22	234,372.36
9/30/2002	234,372.36	1,074.21	461.01	1,535.22	233,911.35
10/31/2002	233,911.35	1,107.83	427.39	1,535.22	233,483.96
11/30/2002	233,483.96	1,070.13	465.09	1,535.22	233,018.87
12/31/2002	233,018.87	1,103.60	431.62	1,535.22	232,587.25
1/31/2003	232,587.25	1,101.56	433.66	1,535.22	232,153.59
2/28/2003	232,153.59	993.10	542.12	1,535.22	231,611.47
3/31/2003	231,611.47	1,096.94	438.28	1,535.22	231,173.19

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance	
3/31/2007	207,050.54	980.61	554.61	1,535.22	206,495.93	
4/30/2007	206,495.93	946.44	588.78	1,535.22	205,907.15	
5/31/2007	205,907.15	975.20	560.02	1,535.22	205,347.13	
6/30/2007	205,347.13	941.17	594.05	1,535.22	204,753.08	6989.11 PR
7/31/2007	204,753.08	969.73	565.49	1,535.22	204,187.59	11433.53 IN
8/31/2007	204,187.59	967.06	568.16	1,535.22	203,619.43	
9/30/2007	203,619.43	933.26	601.96	1,535.22	203,017.47	
10/31/2007	203,017.47	961.51	573.71	1,535.22	202,443.76	
11/30/2007	202,443.76	927.87	607.35	1,535.22	201,836.41	
12/31/2007	201,836.41	955.92	579.30	1,535.22	201,257.11	
1/31/2008	201,257.11	953.18	582.04	1,535.22	200,675.07	$1,535.22
2/29/2008	200,675.07	889.10	646.12	1,535.22	200,028.95	x 12 =
3/31/2008	200,028.95	947.36	587.86	1,535.22	199,441.09	
4/30/2008	199,441.09	914.10	621.12	1,535.22	198,819.97	$18,422.64
5/31/2008	198,819.97	941.63	593.59	1,535.22	198,226.38	
6/30/2008	198,226.38	908.54	626.68	1,535.22	197,599.70	
7/31/2008	197,599.70	935.85	599.37	1,535.22	197,000.33	
8/31/2008	197,000.33	933.02	602.20	1,535.22	196,398.13	
9/30/2008	196,398.13	900.16	635.06	1,535.22	195,763.07	
10/31/2008	195,763.07	927.16	608.06	1,535.22	195,155.01	
11/30/2008	195,155.01	894.46	640.76	1,535.22	194,514.25	
12/31/2008	194,514.25	921.24	613.98	1,535.22	193,900.27	
1/31/2009	193,900.27	918.33	616.89	1,535.22	193,283.38	
2/28/2009	193,283.38	826.82	708.40	1,535.22	192,574.98	
3/31/2009	192,574.98	912.06	623.16	1,535.22	191,951.82	
4/30/2009	191,951.82	879.78	655.44	1,535.22	191,296.38	
5/31/2009	191,296.38	906.00	629.22	1,535.22	190,667.16	
6/30/2009	190,667.16	873.89	661.33	1,535.22	190,005.83	
7/31/2009	190,005.83	899.89	635.33	1,535.22	189,370.50	
8/31/2009	189,370.50	896.88	638.34	1,535.22	188,732.16	
9/30/2009	188,732.16	865.02	670.20	1,535.22	188,061.96	
10/31/2009	188,061.96	890.68	644.54	1,535.22	187,417.42	
11/30/2009	187,417.42	859.00	676.22	1,535.22	186,741.20	
12/31/2009	186,741.20	884.43	650.79	1,535.22	186,090.41	
1/31/2010	186,090.41	881.34	653.88	1,535.22	185,436.53	
2/28/2010	185,436.53	793.26	741.96	1,535.22	184,694.57	
3/31/2010	184,694.57	874.73	660.49	1,535.22	184,034.08	
4/30/2010	184,034.08	843.49	691.73	1,535.22	183,342.35	
5/31/2010	183,342.35	868.33	666.89	1,535.22	182,675.46	
6/30/2010	182,675.46	837.26	697.96	1,535.22	181,977.50	
7/31/2010	181,977.50	861.87	673.35	1,535.22	181,304.15	
8/31/2010	181,304.15	858.68	676.54	1,535.22	180,627.61	
9/30/2010	180,627.61	827.88	707.34	1,535.22	179,920.27	
10/31/2010	179,920.27	852.12	683.10	1,535.22	179,237.17	
11/30/2010	179,237.17	821.50	713.72	1,535.22	178,523.45	
12/31/2010	178,523.45	845.51	689.71	1,535.22	177,833.74	
1/31/2011	177,833.74	842.24	692.98	1,535.22	177,140.76	

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	177,140.76	757.77	777.45	1,535.22	176,363.31
3/31/2011	176,363.31	835.28	699.94	1,535.22	175,663.37
4/30/2011	175,663.37	805.12	730.10	1,535.22	174,933.27
5/31/2011	174,933.27	828.50	706.72	1,535.22	174,226.55
6/30/2011	174,226.55	798.54	736.68	1,535.22	173,489.87
7/31/2011	173,489.87	821.67	713.55	1,535.22	172,776.32
8/31/2011	172,776.32	818.29	716.93	1,535.22	172,059.39
9/30/2011	172,059.39	788.61	746.61	1,535.22	171,312.78
10/31/2011	171,312.78	811.36	723.86	1,535.22	170,588.92
11/30/2011	170,588.92	781.87	753.35	1,535.22	169,835.57
12/31/2011	169,835.57	804.36	730.86	1,535.22	169,104.71
1/31/2012	169,104.71	800.90	734.32	1,535.22	168,370.39
2/29/2012	168,370.39	745.97	789.25	1,535.22	167,581.14
3/31/2012	167,581.14	793.68	741.54	1,535.22	166,839.60
4/30/2012	166,839.60	764.68	770.54	1,535.22	166,069.06
5/31/2012	166,069.06	786.52	748.70	1,535.22	165,320.36
6/30/2012	165,320.36	757.72	777.50	1,535.22	164,542.86
7/31/2012	164,542.86	779.29	755.93	1,535.22	163,786.93
8/31/2012	163,786.93	775.71	759.51	1,535.22	163,027.42
9/30/2012	163,027.42	747.21	788.01	1,535.22	162,239.41
10/31/2012	162,239.41	768.38	766.84	1,535.22	161,472.57
11/30/2012	161,472.57	740.08	795.14	1,535.22	160,677.43
12/31/2012	160,677.43	760.99	774.23	1,535.22	159,903.20
1/31/2013	159,903.20	757.32	777.90	1,535.22	159,125.30
2/28/2013	159,125.30	680.70	854.52	1,535.22	158,270.78
3/31/2013	158,270.78	749.59	785.63	1,535.22	157,485.15
4/30/2013	157,485.15	721.81	813.41	1,535.22	156,671.74
5/31/2013	156,671.74	742.01	793.21	1,535.22	155,878.53
6/30/2013	155,878.53	714.44	820.78	1,535.22	155,057.75
7/31/2013	155,057.75	734.37	800.85	1,535.22	154,256.90
8/31/2013	154,256.90	730.58	804.64	1,535.22	153,452.26
9/30/2013	153,452.26	703.32	831.90	1,535.22	152,620.36
10/31/2013	152,620.36	722.83	812.39	1,535.22	151,807.97
11/30/2013	151,807.97	695.79	839.43	1,535.22	150,968.54
12/31/2013	150,968.54	715.00	820.22	1,535.22	150,148.32
1/31/2014	150,148.32	711.12	824.10	1,535.22	149,324.22
2/28/2014	149,324.22	638.78	896.44	1,535.22	148,427.78
3/31/2014	148,427.78	702.97	832.25	1,535.22	147,595.53
4/30/2014	147,595.53	676.48	858.74	1,535.22	146,736.79
5/31/2014	146,736.79	694.96	840.26	1,535.22	145,896.53

Regal Square

Louisville Housing Authority

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 510	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/99

When making payments distribute the principal amount to account 21192-510
When making payments distribute the interest amount to account 45830-510

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/99	250,000.00				250,000.00
6/30/99	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/99	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/99	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/99	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/99	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/99	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/99	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/00	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/00	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/00	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/00	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/00	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/00	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/00	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/00	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/00	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/00	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/00	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/00	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/01	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/01	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/01	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/01	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/01	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/01	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/01	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/01	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/01	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/01	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/01	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/01	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/02	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/02	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/02	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/02	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/02	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/02	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/02	235,216.77	1,114.01	421.21	1,535.22	234,795.56

510

Regal Square

Louisville Housing Authority

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 510	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/99

When making payments distribute the principal amount to account 21192-510
When making payments distribute the interest amount to account 45830-510

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/99	250,000.00				250,000.00
6/30/99	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/99	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/99	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/99	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/99	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/99	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/99	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/00	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/00	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/00	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/00	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/00	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/00	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/00	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/00	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/00	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/00	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/00	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/00	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/01	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/01	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/01	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/01	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/01	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/01	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/01	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/01	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/01	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/01	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/01	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/01	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/02	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/02	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/02	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/02	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/02	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/02	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/02	235,216.77	1,114.01	421.21	1,535.22	234,795.56

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	231,173.19	1,059.54	475.68	1,535.22	230,697.51
5/31/2003	230,697.51	1,092.61	442.61	1,535.22	230,254.90
6/30/2003	230,254.90	1,055.33	479.89	1,535.22	229,775.01
7/31/2003	229,775.01	1,088.24	446.98	1,535.22	229,328.03
8/31/2003	229,328.03	1,086.12	449.10	1,535.22	228,878.93
9/30/2003	228,878.93	1,049.03	486.19	1,535.22	228,392.74
10/31/2003	228,392.74	1,081.69	453.53	1,535.22	227,939.21
11/30/2003	227,939.21	1,044.72	490.50	1,535.22	227,448.71
12/31/2003	227,448.71	1,077.22	458.00	1,535.22	226,990.71
1/31/2004	226,990.71	1,075.05	460.17	1,535.22	226,530.54
2/29/2004	226,530.54	1,003.66	531.56	1,535.22	225,998.98
3/31/2004	225,998.98	1,070.36	464.86	1,535.22	225,534.12
4/30/2004	225,534.12	1,033.70	501.52	1,535.22	225,032.60
5/31/2004	225,032.60	1,065.78	469.44	1,535.22	224,563.16
6/30/2004	224,563.16	1,029.25	505.97	1,535.22	224,057.19
7/31/2004	224,057.19	1,061.16	474.06	1,535.22	223,583.13
8/31/2004	223,583.13	1,058.91	476.31	1,535.22	223,106.82
9/30/2004	223,106.82	1,022.57	512.65	1,535.22	222,594.17
10/31/2004	222,594.17	1,054.23	480.99	1,535.22	222,113.18
11/30/2004	222,113.18	1,018.02	517.20	1,535.22	221,595.98
12/31/2004	221,595.98	1,049.50	485.72	1,535.22	221,110.26
1/31/2005	221,110.26	1,047.20	488.02	1,535.22	220,622.24
2/28/2005	220,622.24	943.77	591.45	1,535.22	220,030.79
3/31/2005	220,030.79	1,042.09	493.13	1,535.22	219,537.66
4/30/2005	219,537.66	1,006.21	529.01	1,535.22	219,008.65
5/31/2005	219,008.65	1,037.25	497.97	1,535.22	218,510.68
6/30/2005	218,510.68	1,001.51	533.71	1,535.22	217,976.97
7/31/2005	217,976.97	1,032.36	502.86	1,535.22	217,474.11
8/31/2005	217,474.11	1,029.98	505.24	1,535.22	216,968.87
9/30/2005	216,968.87	994.44	540.78	1,535.22	216,428.09
10/31/2005	216,428.09	1,025.03	510.19	1,535.22	215,917.90
11/30/2005	215,917.90	989.62	545.60	1,535.22	215,372.30
12/31/2005	215,372.30	1,020.03	515.19	1,535.22	214,857.11
1/31/2006	214,857.11	1,017.59	517.63	1,535.22	214,339.48
2/28/2006	214,339.48	916.90	618.32	1,535.22	213,721.16
3/31/2006	213,721.16	1,012.21	523.01	1,535.22	213,198.15
4/30/2006	213,198.15	977.16	558.06	1,535.22	212,640.09
5/31/2006	212,640.09	1,007.09	528.13	1,535.22	212,111.96
6/30/2006	212,111.96	972.18	563.04	1,535.22	211,548.92
7/31/2006	211,548.92	1,001.92	533.30	1,535.22	211,015.62
8/31/2006	211,015.62	999.39	535.83	1,535.22	210,479.79
9/30/2006	210,479.79	964.70	570.52	1,535.22	209,909.27
10/31/2006	209,909.27	994.15	541.07	1,535.22	209,368.20
11/30/2006	209,368.20	959.60	575.62	1,535.22	208,792.58
12/31/2006	208,792.58	988.86	546.36	1,535.22	208,246.22
1/31/2007	208,246.22	986.28	548.94	1,535.22	207,697.28
2/28/2007	207,697.28	888.48	646.74	1,535.22	207,050.54

2005 Int - 12,169.49
2005 Prin - 6,253.15

2006
Prin
6,610.89
Int
11,811.75

6/9/2004

3:42 PM

360 Day Promissory Note

NORWEST BANK COLORADO, NATIONAL ASSOCIATION				
Bank's Address, City, State & Zip Code 1242 PEARL STREET, BOULDER, CO 80302				
FOR BANK USE ONLY Customer No. 0054266 / Loan No. 9003	Face Amount $250,000.00	Rate (% per year) 5.500 %	Note Date 05/25/1999	Maturity Date 05/31/2014
Maker LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY		Home Phone	Business Phone	
Street Address, City, State, Zip Code PO BOX 471 BOULDER, CO. 80306				
Security DEED OF TRUST				

The captions in the boxes above, and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below.

Maker promises to pay to the order of Bank at Bank's address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based upon a year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows:

Principal including interest in the amount of $1,535.22 shall be payable monthly on the last day of each month beginning 06/30/1999. The balance of principal plus accrued interest shall be payable at maturity.

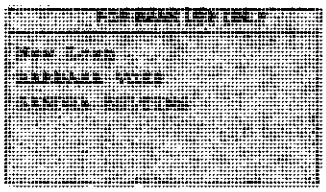
Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate four percentage points above the rate in effect at the time such principal or interest becomes due.

At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accommodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer (1) waive presentment, notice of dishonor and protest, (2) assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party, and (3) agree that Bank may apply, as Bank elects, any payment received after default to any portion of Maker's obligations hereunder. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

THE ARBITRATION TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE A PART OF AND INCORPORATED INTO THIS NOTE.



LOUISVILLE URBAN RENEWAL AND
HOUSING AUTHORITY
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

COPY

EXHIBIT K

PROMISSORY NOTE

(Construction Loan Converting to Term Loan)

$1,843,294 February 25, 1997

1. Borrower's Promise to Pay. FOR VALUE RECEIVED, LINCOLN STREET ELDERLY LIMITED PARTNERSHIP, a Colorado limited partnership ("**Borrower**"), promises to pay to the order of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association ("**Payee**"), on or before February 24, 1998 (the "Initial Maturity Date"), the principal sum of One Million Eight Hundred Forty-three Thousand Two Hundred Ninety-four Dollars ($1,843,294), or so much thereof as may be advanced by Payee pursuant to the Construction Loan Agreement (the "**Loan Agreement**"), of even date herewith, between Borrower and Payee.

2. Definitions. Capitalized terms used herein and not defined herein shall have the meaning set forth in the Loan Agreement. The following terms have the following meanings:"

(a) *"Extended Maturity Date"* means the date which is fifteen (15) years after the Term Loan Phase Date.

(b) *"Term Loan Phase"* means the fifteen (15) year term of the Loan commencing on the Term Loan Phase Date and ending on the Extended Maturity Date.

(c) *"Term Loan Phase Date"* means the first day of the first month following the Initial Maturity Date.

3. Interest. The principal sum outstanding from time to time under this Note shall bear interest according to this terms of this Note. Prior to the Term Loan Phase Date, interest will be computed on the basis of a three hundred sixty (360) day year and actual days elapsed, which results in more interest than if a three hundred sixty-five (365) day year were used. Commencing with the Term Loan Phase Date, interest will be computed on the basis of a 360-day year, comprised of twelve 30-day months and the early or late date of making a monthly payment will be disregarded for purposes of allocating the payment between principal and interest. For this purpose, the payment will be treated as though made on the due date.

4. Initial Interest Rate and Payment Terms. Prior to the Term Loan Phase, interest will accrue on the outstanding unpaid balance of the principal amount at such fluctuating rate, adjustable the day of any change in such rate, whether or not Borrower has notice of such change, that is equal to three quarters of one percent (.75%) above the annual rate publicly announced or published from time to time by Norwest Bank Colorado, National Association in Denver, Colorado as its prime rate, which may not be the lowest interest rate charged by such Bank. Interest shall accrue daily, shall be

payable monthly in arrears on the first day of each month commencing March 1, 1997, and at the Initial Maturity Date.

5. Interest Rate and Payment Terms During Term Loan Phase.

(a) If all Term Loan Conditions and Provisions, including reduction of the then outstanding principal balance of the Loan to not more than Nine Hundred Ninety Thousand Dollars ($990,000), have been satisfied before the Initial Maturity Date, Borrower may convert the Loan to the Term Loan Phase as of the Initial Maturity Date.

(b) During the Term Loan Phase, Borrower must pay monthly installments of principal and interest accruing over the extended term, based on a three hundred sixty (360) month amortization schedule, beginning on the Term Loan Phase Date and ending on the Extended Maturity Date. The interest rate in effect during the Term Loan Phase shall be seven and three-quarters percent (7.75%). The first installment during the Term Loan Phase will be due and payable on the first day of the first month following the Term Loan Phase Date and subsequent installments will be due and payable on the first day of each succeeding month thereafter until the Extended Maturity Date, when all remaining unpaid principal, accrued interest and other sums due under this Note are due and payable.

6. Payments. All payments of principal and interest hereof shall be made at Payee's offices at 1242 Pearl Street, Boulder, Colorado 80302, Attention: Sandra L. Zeltins, or at such other place as Payee shall have designated to Borrower in writing. All payments received hereunder shall be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

7. Default Rate. Overdue principal, and (to the extent permitted under applicable law) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at such fluctuating rate, adjustable the day of any change in such rate, that is equal to five percentage points above the annual rate publicly announced or published from time to time by Norwest Bank Colorado, National Association in Denver, Colorado as its prime rate, until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

8. Principal Prepayments. This Note may be prepaid, either in whole or in part, at any time without premium or penalty and without the consent of Payee.

9. Collateral. This Note is secured by, and the holder of this Note is entitled to the benefits of a Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (the "**Deed of Trust**"), dated of even date herewith, given by Borrower for the benefit of Payee to secure this Note, and by certain other security documents provided for in the Loan Agreement (the Deed of Trust and such other

documents being referred to herein and in the Loan Agreement as, the "**Security Documents**"). Reference is made to the Security Documents for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

10. Miscellaneous.

(a) If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Security Documents, including without limitation retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust or to enforce Payee's rights under the Security Documents, then Borrower agrees to pay on demand all reasonable costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including but not limited to the fees and disbursements of Payee's attorneys and their staff.

(b) It is not intended hereby to charge interest at a rate in excess of the maximum rate of interest permitted to be charged to Borrower under applicable law, but if, notwithstanding such intention, interest in excess of the maximum rate shall be paid hereunder, the excess shall be retained by the holder of this Note as additional cash collateral for the payment of the Loan, unless such retention is not permitted by law, in which case the interest rate on this Note shall be adjusted to the maximum permitted under applicable law during the period or periods that the interest rate otherwise provided herein would exceed such rate.

(c) Time is of the essence hereof. In the event of (a) a default in any payment of the principal of or interest on this Note when due and payable, or (b) any other default or event of default (which has not been cured in accordance with the provisions of the Loan Agreement) under the provisions of the Loan Agreement, the Security Documents, or any other Loan Document, then the whole principal sum of this Note plus accrued and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the holder of this Note become immediately due and payable without notice or demand, and the holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Loan Agreement and the Security Documents, as they may be amended, modified or supplemented from time to time, and under applicable law.

(d) The remedies provided in this Note shall be cumulative, and shall be in addition to any other rights or remedies now or hereafter provided by law or equity. No delay, failure or omission by any holder of this Note, in respect of any default by the Borrower, to exercise any right or remedy shall constitute a waiver of the right to exercise the right or remedy upon any such default or subsequent default.

(e) Borrower and any endorser herein waives presentment, demand, notice of dishonor, notice of acceleration and protest and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

(f) This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(g) If any of the provisions of this Note shall be held to be invalid or unenforceable, the determination of invalidity or unenforceability of any such provision shall not affect the validity or enforceability of any other provision or provisions hereof.

(h) This Note shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of and be enforceable by the Payee and its successors and assigns.

(i) Payee in its sole discretion may transfer this Note and may sell or assign participation or other interests in all or part of the Note, without notice to or consent of Borrower. Notwithstanding the foregoing, Payee will not sell, assign, transfer or convey this Note or any interest herein to Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("Freddie Mac") or include this Note or any interest herein in a pool of loans to be sold, assigned, transferred or conveyed to FNMA or Freddie Mac.

(j) All notices to Borrower expressly required in this Note shall be given in the manner set forth in the Loan Agreement.

(k) At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for the City and County of Denver, State of Colorado, or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to such venue and jurisdiction and to service of process under Colorado Revised Statutes (1973) Sections 13-1-124(1)(a) and 13-1-125, in any action commenced to enforce this Note.

(l) This Note shall be construed and enforced in accordance with the laws of the State of Colorado.

11. Limited Recourse.

Prior to the commencement of the Term Loan Phase, Borrower and any General Partner of Borrower (but in no event the limited partner(s) of Borrower) are

personally liable for any deficiency in the payment to Payee of any amounts due hereunder and under the Security Documents that may remain following a foreclosure of the Deed of Trust. Subject to the provisions of this Section, and provided that all Term Loan Conditions and Provisions have been satisfied and the Loan converts to the Term Loan Phase, from and after the Term Loan Phase Date, no partner of Borrower shall have personal liability for any amount owing under this Note; but nothing herein shall relieve Borrower of any liability.

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed as of the day and year first above written.

BORROWER:

LINCOLN STREET ELDERLY LIMITED PARTNERSHIP, a Colorado limited partnership

By: Louisville Housing Corporation, a Colorado nonprofit corporation, its general partner

By: _____
Doug Dohman
President

DNVR1:60016965.04
2/24/97 3:33 PM

EXHIBIT L

4

COPY

PROMISSORY NOTE
(LHA-- AHP)

$85,000.00 May 8, 2000

FOR VALUE RECEIVED, The Housing Authority of the City of Louisville, a statutory housing authorities ("Borrower"), promise to pay to the order of the Community First National Bank ("Payee") the principal sum of $85,000, or so much thereof as may not have been forgiven hereunder, without interest. Provided no Event of default (as defined below) has occurred, this Note shall be forgiven in its entirety by the anniversary date of this Note in the year 2015.

The Loan from Payee to Borrower evidenced by this Note is being made pursuant to Federal Home Loan Bank Affordable Housing Program. The proceeds of the Loan are being loaned by the Payee to East Street, LP, a Colorado Limited Partnership (the "Owner") to help finance the construction of a 17-unit affordable housing development in Louisville, Colorado (the "Property"). The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Note: (i) the failure of the Borrower to maintain the Property as low-income housing (as required by the Agreement Concerning AHP Loan dated the date hereof between the Borrower and the Payee and the Owner (the "AHP Agreement")) at any time between the date hereof and the 15th anniversary of that date, and to cure any such failure within 180 days following notice from Payee; (ii) the leasing of apartment units included in the Property at annual rents representing at the time of initial occupancy the following: 100 percent of the units (17) at between 0% - 50% of the tenant household's annual median income; (iii) the sale of the Property on terms that do not require the purchaser to continue to observe the low-income housing requirements identified in the AHP Agreement; or (iv) the failure of the Owner or the Borrower to deliver to the Payee all reports required in connection with the Property under the AHP Monitoring and Reporting Procedures, as amended from time to time. Upon the occurrence of an Event of Default, the Payee may by notice to Borrower, at Payee's option, declare the entire balance of this Note to be due on a date no earlier than ten business days from the date of such notice.

All payments shall be made at Payee's offices at 890 West Cherry Street, Louisville, Colorado 80027, or at such other place as Payee shall have designed to Borrower in writing. All payments received hereunder shall be applied first to accrued interest (if any) as of the date of payment and then to the outstanding principal balance of this Note.

Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate equal to twelve percent per annum from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

This Note may be prepaid, either in whole or in part at any time without premium or penalty and without the prior consent of the holder hereof.

This Note is secured by, and the holder of this Note is entitled to the benefits of a Collateral Assignment of Note and Deed of Trust (the "Collateral Assignment"), of even date herewith, given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Collateral Assignment for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

Time is of the essence hereof. In the event of any Event of Default that is not cured within any applicable cure periods, then the whole principal sum of this Note (plus accrued interest, if any) and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing of hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Collateral Assignment, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under the Note and Payee has to take any action to collect the amount due or to exercise its rights under the Collateral Assignment, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or

for protection of the indebtedness or to exercise its rights under the Collateral Assignment, the Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to the fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction.

No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any partner, or affiliate or Borrower or any third party shall have any personal liability for any amounts owing under this Note, and in the event of any default under this Note the Payee shall look solely to the property covered by the Collateral Assignment and shall not be entitled to seek any deficiency from Borrower, or any partner, or affiliate of Borrower, or any third person.

All notices to Borrower given hereunder shall be in writing, shall be had delivered or sent by overnight courier of by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Housing Authority of the City of Louisville
c/o Boulder County Housing Authority
PO Box 471
Boulder, Colorado 80306

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery to Borrower (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the US Postal Service.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for the Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in and for Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 12-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado.

THE HOUSING AUTHORITY OF THE CITY OF LOUISVILLE, a statutory housing authority

By: _____
Name: James J. Liles
Title: Executive Director

EXHIBIT M

Legal Description

East Street Property

The following property located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 1 South, Range 69 West:

Lot 3, Lombardi Subdivision,
according to the plat recorded November 18, 1983 under Reception No. 588946,
County of Boulder, State of Colorado

Also known as 401 East Street, City of Louisville, State of Colorado

EXHIBIT N

PROMISSORY NOTE

$1,418,993.00

July 26, 2000
Denver, Colorado

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as "Borrower") promises to pay to the order of U.S. Bank National Association, its successors and assigns (hereinafter referred to as "Lender"), the principal sum of One Million Four Hundred Eighteen Thousand Nine Hundred Ninety-three and No/100ths Dollars ($1,418,993.00) in accordance with the terms set forth below:

I. Definitions.

A. **Construction Loan Period.** The term "Construction Loan Period" shall mean that time period commencing on the date of this Promissory Note and concluding on or before July 26, 2001. Borrower's obligation to complete certain improvements on or before said date is set forth in a certain agreement of even date herewith referred to as the Construction Loan Agreement, which agreement shall control the respective rights and obligations of Borrower and Lender regarding the construction of improvements and disbursement of the proceeds of this Promissory Note.

B. **Permanent Loan Period.** The term "Permanent Loan Period" shall mean that time period commencing on the day following the conclusion of the Construction Loan Period ("Conversion Date") and concluding and including the final maturity date of this Promissory Note as more fully set forth hereinafter.

II. Construction Loan Period.

During the Construction Loan Period and any extension thereof, the principal sum of this Promissory Note actually advanced at any given time shall bear interest from the date hereof at a fluctuating rate per annum equal at all times to the LIBOR Rate plus 250 basis points, as said LIBOR Rate is defined on Exhibit A attached hereto and incorporated herein by reference. Construction Loan Period interest shall be due and payable monthly by Borrower, which amounts may be advanced from an interest reserve established with Lender in accordance with the Construction Loan Agreement. Construction Loan Period interest payments shall be due on the 26th day of August, 2000, and on the same day of each successive month, with the final Construction Loan Period interest payment due on July 26, 2001, or on the expiration of any Construction Loan Period extension.

III. Permanent Loan Period.

A. Upon the expiration of the Construction Loan Period, the Note amount shall be reduced to an amount not to exceed the lesser of (a) $1,100,000, or (b) 80% of the appraised value (based on real estate market value only) of the completed Project, or (c) 40% of the total Project cost, or (d) an amount that may be supported by the Property at a 1.10 Debt Service Coverage Ratio (DSCR) for the first two years following stabilization, which amount shall be converted to the Permanent Loan Period. During the Permanent Loan Period the outstanding balance of the Loan shall bear interest at a fixed rate equal to 8.17% per annum if said Permanent Loan Period begins on or before April 1, 2001, the expiration date of the lock-in rate provided by Lender to Borrower. If the Permanent Loan Period commences subsequent to April 1, 2001, the Lender may or may not offer the Borrower the same fixed rate for the Permanent Loan Period, in its sole discretion.

Borrower's Initials

B. The principal balance of the Note as of the commencement date of the Permanent Loan Period shall be amortized over three hundred sixty (360) months, and shall be paid in equal monthly installments of principal and accrued interest on the first day of each month commencing on the first day of the first month following the Conversion Date, and continuing thereafter through a date 16 years from the Conversion Date, but in no event later than July 26, 2017, when the entire outstanding principal balance and accrued interest thereon shall be due and payable in full (the "Maturity Date"). All payments on this Note shall be applied by Bank first to interest and then to principal.

C. From and after conversion to the Permanent Loan Period, the obligations evidenced hereby shall be non-recourse and neither Borrower nor any of its general and limited partners shall have any personal liability for repayment of any amounts due hereunder. From and after conversion to the Permanent Loan Period, the sole recourse of Bank in the event of the entry of a judgment for repayment of the amounts due hereunder shall be the exercise of its rights against the collateral given as security for the indebtedness, including, but not limited to, foreclosure of the Improvements and real property as described in the Deed of Trust, Assignment of Leases, Rents, and Profits, any Security Agreement and Fixture Financing Statement of even date.

IV. Conversion Conditions.

Before the Construction Loan Period shall terminate and the Permanent Loan Period commence, Borrower shall comply with the following requirements, except paragraph C. which shall be complied with as set forth therein:

A. Borrower shall provide a Final Certificate of Occupancy from the appropriate governmental authority evidencing that the Improvements as defined in the Loan Agreement were built in compliance with all applicable building codes, pursuant to approved plans and specifications and free and clear of mechanics' liens.

B. Borrower shall execute any additional documentation reasonably required by Bank, including, but not limited to, a Modification Agreement evidencing compliance with these conditions and conversion to the Permanent Loan Period which Modification Agreement may be recorded in the records of the Clerk and Recorder for Boulder County, Colorado.

C. Bank shall receive a date-down of the policy of title insurance or a new title insurance policy and current endorsements insuring the lien of the deed of trust to be in a first lien position subject only to those exceptions acceptable to Bank in its sole discretion, which title insurance shall be issued no later than 120 days after the date of conversion to the Permanent Loan Period hereunder. Any costs incurred shall be paid for by Borrower. In the event acceptable title insurance is not able to be given on or before 120 days from conversion to the Permanent Loan Period, Bank may, in its sole discretion, declare a default hereunder and call this Note immediately due and payable.

D. Borrower shall have suffered no material adverse change in financial condition since the date hereof.

E. Borrower shall provide any and all other documentation Bank may reasonably request to evidence completion of the construction project in conformance with the plans and specifications and to assure Bank that its loan during the Permanent Loan Period as defined herein is secured by a deed of trust in a first lien position.

Borrower's Initials

F. Borrower shall have complied with the conditions in the Partnership Agreement for disbursement of $135,264.00 and $366,993.00 to Lender to be applied to the reduction of the Construction Loan. Any additional amounts needed to reduce the principal outstanding balance of the Construction Loan to the Permanent Loan Amount shall have been forwarded to Lender for application to the outstanding balance on the Construction Loan.

G. The Project shall have achieved a minimum 1.00X Debt Service Coverage Ratio for three months prior to the Conversion Date.

H. Borrower shall provide to Lender a certified current rent roll at conversion and any time thereafter as Lender may reasonably request.

I. Borrower shall provide a copy of the executed Management Agreement(s) to Lender in a form and with a company acceptable to Lender and approved by the limited partner.

J. Borrower shall provide a copy of the final Tax Opinion rendered in connection with the tax credits described in the Partnership Agreement rendered to the Borrower's limited partner.

K. Borrower shall provide a copy of the regulatory agreement(s) executed in connection with issuance of the tax credits.

L. Borrower shall establish and fund a Replacement Reserve Account with Lender in accordance with the terms of the Partnership Agreement but in no event for an amount less than $16.67 per unit per month beginning four months from the date of issuance of the certificate of occupancy for the rental units..

M. Borrower shall establish an account with Lender in its name for all security deposits received from tenants in the Project and deposit all such amounts in said account ("Security Deposit Account").

N. Borrower shall establish and fund an Operating Reserve Account with Lender in accordance with the terms of the Partnership Agreement in an amount not less than $48,000.00.

O. Borrower shall deposit an amount equal to one-twelfth of the annual taxes due and annual insurance premium for the Property on a monthly basis into an account at Lender's offices, which account shall be in Borrower's name and under Borrower's control. Borrower shall pay all taxes and insurance premiums for the Property from this account.

P. Completion of the paving of East Street by the City of Louisville sufficient to meet municipality requirements and commitment to make any repairs required, and assumption and dedication of the street as necessary to evidence City of Louisville's responsibility for maintenance of the street.

No default shall exist under the terms of this Promissory Note, the Deed of Trust or the Loan Agreement securing the Note, or under the terms of any other loan between Borrower and Bank. In the event the terms and conditions for conversion are not met, all amounts due under the terms of this Note, and the Loan Agreement and Deed of Trust shall be due on July 26, 2001.

V. Prepayment.

Upon commencement of interest accrual at a fixed rate, the Borrower acknowledges and agrees as follows: (i) the Borrower has no right to prepay the principal of this Note without the Lender's consent, which the Lender will grant only on the terms and subject to the conditions

Borrower's Initials

hereinafter provided; (ii) the Lender will be harmed by reason of any prepayment of the principal of this Note at a time when interest rates have declined below the levels prevailing at the time the existing interest rate was established, because any reinvestment of the prepaid funds at the lower rates prevailing at the time of prepayment will produce a lower return to the Lender; (iii) there is no readily available index of rates payable on loans such as that from the Lender to the Borrower, nor any assurance that the Lender could replace the loan with a similar loan; and (iv) changes in the yields on U.S. government securities provide a reasonable approximation for changes in interest rates generally.

To induce the Lender to agree to accept voluntary prepayments, the Borrower agrees to pay the Lender a prepayment indemnity as described herein upon any prepayment, whether voluntary, mandatory or upon acceleration of the principal of this Note, and agrees to all of the other terms of prepayment herein.

As used herein, the following terms have the meanings assigned to them:

"Average Initial Maturity Period" means the weighted average time from the Base Date to the next Interest Change Date following the prepayment date or, if none, the scheduled maturity of this Note. Average Initial Maturity Period shall be computed by multiplying the dollar amount of each installment of principal of this Note during the applicable Time Period by the number of days from the Base Date until the earlier of the scheduled maturity of that installment or the next Interest Change Date (if any) following the prepayment date, adding together the resulting products and dividing the resulting sum by the total dollar amount of principal payable during the applicable Time Period.

"Average Remaining Maturity Period" means the weighted average time from the prepayment date to the earlier of the scheduled maturity of the amount prepaid or the next Interest Change Date (if any). Average Remaining Maturity Period shall be computed by multiplying the dollar amount of each installment of principal prepaid by the number of days from the prepayment date until the earlier of the scheduled maturity of that installment or the next Interest Change Date (if any) following the prepayment date, adding together the resulting products and dividing the resulting sum by the total dollar amount of principal being prepaid.

"Base Date" means the date on which the interest rate on the Note, as in effect on the date of prepayment, was established.

"Government Yield " means the annual yield (converted as necessary to the equivalent semi-annual compound rate) on a U.S. Treasury security having a maturity date closest to the date computed by adding (i) for the Government Yield as of the Base Date, the Average Initial Maturity Period to the Base Date or (ii) for the Government Yield as of the prepayment date, the Average Remaining Maturity Period to the date of prepayment, as published in The Wall Street Journal (or, if not so published, as determined by the Lender based on quotations by secondary market dealers selected by the Lender). "U.S. Treasury securities" means actively traded U.S. Treasury bonds, bills and notes. If more than one issue of U.S. Treasury securities is scheduled to mature at or about the time of such computed date, then to the extent possible the U.S. Treasury security trading closest to its par value will be chosen as the basis of the Government Yield.

"Interest Change Date" means the date of any regularly scheduled adjustment in the interest rate on the Note.

"Interest Differential" means the Government Yield as of the Base Date minus the Government Yield as of the prepayment date.

Borrower's Initials

"Time Period" means the time period from the Base Date to the next Interest Change Date following the prepayment date or, if none, the scheduled maturity date of the Note.

Any voluntary prepayment under this Note shall be either in the full amount of the outstanding loans under this Note or, if a partial prepayment, in the amount of $100,000 or an integral multiple thereof, and partial prepayments shall be applied to installments due under this Note in inverse order of their maturities. If, at the time of any prepayment (whether voluntary, mandatory or upon acceleration of the principal of this Note), the Interest Differential shall exceed zero, such prepayment shall be accompanied by payment of a prepayment indemnity. The amount of the prepayment indemnity shall equal the present value (determined by the Lender using the Government Yield as of the date of prepayment as the discount factor) on the prepayment date of a stream of equal monthly payments in number equal to the number of whole months (using a thirty-day month) in the Average Remaining Maturity Period. The amount of each such monthly payment shall equal the quotient obtained by dividing (a) the product of the amount prepaid, times the Interest Differential, times a fraction, the numerator of which is the number of days in the Average Remaining Maturity Period and the denominator of which is 360, by (b) the number of whole months (using a thirty-day month) in the Average Remaining Maturity Period.

VI. Security.

This Promissory Note is secured by a Deed of Trust, Assignment of Leases, Rents, and Profits, any Security Agreement, Assignments of Plans and Specifications and General Contractor's Contract, and one or more Financing Statements of even date ("Security Instruments"). The Deed of Trust shall encumber real property more specifically described therein and located in Boulder County, Colorado.

VII. Default, Acceleration and Collection.

A. If Borrower fails to pay any amount on this Promissory Note when due and such failure shall continue for a period of thirty (30) days after the due date thereof or Borrower's failure to perform any of the conditions, terms or covenants of this Promissory Note or of the Security Instruments which failure to perform is not cured within thirty (30) days after written notice thereof from Lender to Borrower, and if such failure cannot be cured within said period, if Borrower does not commence to cure such failure within said thirty (30) day period and diligently pursue the same to completion (the aforedescribed failures after the expiration of the enumerated cure periods being referred to herein and in the Security Instruments as "default"), then the entire amount due hereunder may at the option of Lender, become at once due and payable without further notice.

B. In the event that this Promissory Note is placed in the hands of an attorney (including an in-house attorney) for collection (whether or not a foreclosure or a collection proceeding is in fact filed); or Lender becomes involved in any suit, claim, action, or proceeding which may involve or affect the real property or personal property described in the Security Instruments or in any suit, claim, action, or proceeding which may in any way involve or affect this Promissory Note or the Security Instruments, Borrower agrees to pay upon demand all reasonable and necessary costs and expenses of such suit or proceeding which are incurred by Lender, including all reasonable attorney fees, and in-house attorney fees and costs.

VIII. General Provisions.

A. Each payment shall be applied first to the payment of late charges, if any, then to interest and the balance, if any, shall be applied to the reduction of principal. In the event of the failure to make any monthly payment of principal and interest on or before the thirtieth (30th) day of

Borrower's Initials

the month, Borrower will pay Lender an additional charge equal to five percent (5%) of the aggregate amount of principal and interest included in the delinquent payment.

B. In the event of a default under the terms of this Promissory Note or under the terms of the Security Instruments, interest shall be payable under the terms of this Promissory Note from the date upon which the default first occurred, at the rate of five percent (5%) per annum plus the interest rate otherwise in effect for this Promissory Note at the time of such default ("Default Rate").

C. Non-default interest shall be calculated on the unpaid principal balance on the basis of actual days elapsed and a 360-day year with accruals daily. Default interest shall be calculated on the unpaid principal balance at the Default Rate, on the basis of a 360-day year, with accruals daily.

D. Payments are to be paid in lawful money of the United States of America at the offices of U.S. Bank National Association, 918 Seventeenth Street, Denver, Colorado 80202, or at such other places as Lender may from time to time designate in writing.

E. The makers, guarantors and endorsers hereof, jointly and severally, waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note. The makers, guarantors and endorsers hereof, and all others who may become liable for any part of this obligation, hereby consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without notice to any of said parties without in any way relieving or affecting their liability hereunder.

F. The captions, letters and numbers used herein are for convenience only and shall in no way change, alter or amend the meaning of the provisions of this Promissory Note.

G. The laws of the State of Colorado shall govern the interpretation, construction and enforcement of this Promissory Note and the Security Instruments. The courts of the State of Colorado shall be the forum within which any and all issues of fact and law concerning the Promissory Note and Security Instruments shall be resolved. Borrower hereby consents to and confers jurisdiction over Borrower to the Colorado courts.

H. Enforcement by Lender of this Promissory Note, or any term or provision of this Promissory Note or of the Security Instruments, shall not constitute an election of remedies by Lender, so as to preclude the exercise of any other remedy available to Lender. No delay on the part of Lender in the exercise of any power or right under this Promissory Note or any Security Instrument shall operate as a waiver thereof. No waiver, expressed or implied, of any provision of this Promissory Note or of the Security Instruments shall be deemed to constitute a continuing waiver of such provision nor a waiver of any other provision. Acceptance by Lender of all or any portion of a delinquent payment due under this Promissory Note shall not constitute a waiver of any default, unless such waiver is in writing and signed by the Lender.

I. In the event any one or more of the provisions of this Promissory Note for any reason shall be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Promissory Note operate or would operate prospectively to invalidate this Promissory Note, then and in any of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

IX. **Jury Waiver.**

Borrower's Initials

IT IS MUTUALLY AGREED THAT BORROWER AND LENDER EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY BORROWER OR LENDER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATING TO, THIS PROMISSORY NOTE OR THE INDEBTEDNESS DUE HEREUNDER, THE SECURITY INSTRUMENTS, THE PROPERTY PLEDGED OR ENCUMBERED UNDER THE SECURITY INSTRUMENTS, THE NEGOTIATION, CLOSING, ADMINISTRATION, PROCESSING OR SUPERVISION OF THE LOAN EVIDENCED BY THIS PROMISSORY NOTE AND THE SECURITY INSTRUMENTS, OR ANY MODIFICATION, EXTENSION OR RENEWAL OF THIS PROMISSORY NOTE.

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note the day and year above written.

BORROWER:

EAST STREET, LP
a Colorado limited partnership

By: Louisville Housing Authority,
a Colorado statutory housing authority,
as General Partner

By: James J. Liles
Name: James J. Liles
Title: Secretary

COPY

Borrower's Initials

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7/31/00

EXHIBIT A

[Interest Rate - Daily Reset, One-Month Reserve Adjusted LIBOR Rate]

This Exhibit A contains provisions expressly incorporated into that certain promissory note (the "Note") dated July 26, 2000 in the original principal amount of $1,418,993 executed by East Street, L.P., a Colorado limited partnership (the "Borrower") and payable to the order of U.S. Bank National Association (the "Bank"). In the event of any inconsistency between the provisions of this Exhibit A and the terms of the Note, the terms of this Exhibit A shall control.

1. Definitions. Unless otherwise defined in the Note, capitalized terms shall have the following meanings:

"**Board**": The Board of Governors of the Federal Reserve System.

"**Business Day**": Any day of the year on which the Bank's main Denver office is open for carrying on substantially all of its business and which is also a day for trading by and between banks in United States dollar deposits in the interbank Eurodollar market and a day on which banks are open for business in New York City.

"**Eurocurrency Reserve Rate**": A percentage equal to the daily average during the applicable Interest Period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by member banks the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Eurocurrency Reserve Rate shall reflect any reserves required to be maintained by the Bank against (i) any category of liabilities that includes deposits by reference to which the LIBOR Rate is to be determined, or (ii) any category of extensions of credit or other assets that includes loans or advances having an interest rate based upon the LIBOR Rate. Any LIBOR Rate Advance shall be deemed to be "Eurocurrency liability" as defined in Regulation D of the Board.

"**Interest Period**": One (1) month.

"**LIBOR Rate**": The offered rate for deposits in United States Dollars (rounded upwards, if necessary, to the nearest 1/100th of 1%) for delivery of such deposits in two Business Days for the applicable Interest Period, which appears on the Reuters Screen LIBO Page as of 11:00 a.m., London time. If at least two rates appear on the Reuters Screen LIBO page, the rate for such Interest Period shall be the arithmetic mean of such rates (rounded to the nearest 1/100th). If fewer than two rates appear, the rate for such Interest Period shall be determined by the Bank based on rates offered to banks for United States Dollar deposits in the interbank Eurodollar market. "Reuters Screen LIBO Page" means the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBO Page on that service for the purpose of displaying London interbank offered rates of major banks for United States Dollar deposits).

"**Reference Rate**": The per annum interest rate publicly announced from time to time as such by or on behalf of the Bank, which is not necessarily the lowest rate charged by the Bank; and the Bank may lend to its customers at per annum rates that are at, above or below the Reference Rate. The Reference Rate shall be adjusted automatically from time to time simultaneously with any change in the Reference Rate.

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"**Reserve Adjusted LIBOR Rate**": The rate per annum (rounded to the nearest 1/100th) equal to the rate obtained by dividing (a) the LIBOR Rate for the first day of the applicable Interest Period, by (b) a percentage equal to 1.00 minus the Eurocurrency Reserve Rate. The Reserve Adjusted LIBOR Rate as to any LIBOR Rate Advance then outstanding shall be adjusted automatically on and after the date as to which any change in the reserve requirement percentage referred to above is published by the Board (or any successor thereto), regardless of whether such change falls within an existing Interest Period.

2. Interest Rate Not Ascertainable. If the Bank determines (which determination will be binding on the Borrower) that adequate and reasonable means do not exist for determining the LIBOR Rate, the interest rate index applicable to the Note shall automatically convert to the Reference Rate and the Note shall bear interest at the Reference Rate in effect from time to time.

Borrower's Initials

EXHIBIT O

COPY

PROMISSORY NOTE
(LHA -- ES, LP)

$85,000.00

May 8, 2000

FOR VALUE RECEIVED, East Street, LP, a Colorado limited partnership ("Borrower"), promises to pay to the order of The Housing Authority of the City of Louisville, statutory housing authorities ("Payee") the principal sum of $85,000 together with interest on the outstanding unpaid balance of such principal amount at the annual rate, compounded annually, equal to one percent (1%) from the date hereof until paid. Interest shall accrue daily, shall be payable in arrears at the maturity of this Note and shall be calculated on the basis of a 365-day year and the actual number of days elapsed. Principal and accrued interest shall be due on the later of six months after retirement of the principal and interest on the first mortgage loan secured by the property securing this Note or December 31, 2015.

All payments of principal and interest hereof shall be made at Payee's offices at c/o Boulder County Housing Authority, P.O.Box 471, Boulder, Colorado 80306 or at such other place as Payee shall have designed to Borrower in writing. All payments received hereunder shall be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate equal to twelve percent per annum from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

This Note may be prepaid, either in whole or in part at any time without premium or penalty and without the prior consent of the holder hereof.

It is not intended hereby to charge interest at a rate in excess of the maximum rate of interest that Payee may charge to Borrower under applicable usury and other laws, but if, notwithstanding, interest in excess of such rate shall be paid hereunder, the excess shall be retained by the holder of this Note as additional cash collateral for the payment of the Loan, unless such retention is not permitted by law, in which case the interest rate on this Note shall be adjusted to the maximum permitted under applicable law during the period or periods that the interest rate otherwise provided herein would exceed such rate.

This Note is secured by, and the holder of the Note is entitled to the benefits of a Second Deed of Trust (the "Deed of Trust"), of even date herewith, given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Deed of Trust for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

The original principal amount of this Note represents and equals the original principal amount (but note the payment or other terms) of a promissory note dated of even date herewith (the "AHP Note") executed by Payee, payable to the order of Community First National Bank ("CFNB") and secured by a Collateral Assignment of this Note and the Deed of Trust (the "Collateral Assignment"). Borrower covenants and agrees that an Event of Default under the AHP Note shall constitute an event of default under this Note, and that Borrower will comply with and perform all the terms and covenants of Payee under the AHP Note and the Collateral Assignment (collectively, the "AHP Documents") except for any payments of principal or interest due thereunder, which Payee agrees and shall continue to be obligated to make. If Payee fails to make any such payment when due, Borrower shall have the right to make the payment required to cure such default directly to CFNB, and shall be entitled to full credit for all such payments against amounts otherwise due to Payee under this Note. Notwithstanding the foregoing, Borrower shall not be deemed in default under this Note for failure to comply with or perform any term of covenant of the AHP Documents unless such failure results in a default, the effect of which is to require a payment by Payee of principal, pursuant to the AHP Documents. Prior to making any payments otherwise due at

maturity of this Note, Borrower may either (i) as a condition to payment hereunder, require a certificate from the payee of the AHP Note that the AHP Note and the lien securing such note have been paid and discharged or (ii) make such payments to the payee of the AHP Note as are necessary to discharge such note and the lien securing it. All amounts so paid shall be applied as a credit against amounts owing under this Note.

Time is of the essence hereof, in the event of (a) any default in any payment of the principal of or interest on this Note when due and payable that is not cured within five days after the date on which the payment is due and payable or (b) any default or event of default under the provisions of the Deed of Trust, that is not cured within any applicable cure periods set forth therein, then the whole principal sum of this Note plus accrued interest and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing of hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Deed of Trust, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Deed of Trust, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust, then the Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to the fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction. No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any partner, or affiliate or Borrower or any third party shall have any personal liability for any amounts owing under this Note, and int eh event of any default under this Note the Payee shall look solely to the property covered by the Collateral Assignment and shall not be entitled to seek any deficiency from Borrower, or any partner, or affiliate of Borrower, or any third person.

All notices to Borrower given hereunder shall be in writing, shall be had delivered or sent by overnight courier of by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

East Street, LP
c/o Boulder County Housing Authority
PO Box 471
Boulder, Colorado 80306

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery to Borrower (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the US Postal Service.

Notwithstanding anything to the contrary contained in this Note, neither the Note nor any portion thereof or any interest therein shall be sold or conveyed by the Beneficiary to the Federal National Mortgage

Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("Freddie Mac") nor shall the Loan (or any portion thereof or any interest therein) be included by the Payee in any pool of loans to be sold or transferred to FNMA or Freddie Mac.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for the Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in and for Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 12-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado.

EAST STREET, LP, a Colorado Limited Partnership

By: LOUISVILLE HOUSING CORPORATION
a Colorado corporation, as General Partner

By: _____
Name: Braham Sharma
Title: President

EXHIBIT P

THIRD PROMISSORY NOTE
(Housing Authority of the City of Louisville to East Street LP)

$316,370 June 1, 2000
Boulder, Colorado

East Street Limited Partnership, a Colorado limited partnership ("Borrower"), promises to pay to the order of Housing Authority of the City of Louisville, a Colorado housing authority, the sum of Three Hundred Sixteen Thousand Three Hundred Seventy Dollars ($316,370), together with simple interest from the date of the advance at the rate of one and one-half percent (1.5%) per annum, as set forth herein.

1. Payments of Interest. Interest accrued on the Note shall be paid each year, starting with calendar year 2002. Payments hereunder shall be made by Borrower within 75 days after the end of each calendar year starting with calendar year 2001 and shall be equal to one-half of one percent (0.5%) per annum on the outstanding principal balance of the Note, due and payable out of "Net Cash Flow" as that term is defined in that certain First Amended and Restated Agreement of Limited Partnership of East Street Limited Partnership of even date herewith (the "Amended Partnership Agreement") in accordance with the payment order set forth in Section 13.1 of the Amended Partnership Agreement. Deferred payments of interest shall not accrue interest and shall be paid upon maturity.

2. Optional Payments of Principal and Interest. The principal balance of this Note may be paid in part or in full at any time without premium or penalty. Any prepayment shall be applied first to accrued interest and then to principal. In the case of a partial payment of principal, subsequent interest payments shall be computed on the remaining outstanding principal balance.

3. Maturity. If not otherwise paid, this Note shall be due and payable in full on December 31, 2030, or, at the option of the holder of this Note, upon any default under this Note or any agreement or instrument securing this Note, which default remains uncured after any applicable cure period.

4. Use of Proceeds. The Proceeds of this Note shall be used solely in connection with the construction and development of the Project in such manner as shall be determined in the reasonable discretion of the general partner of the Partnership.

5. Default. Borrower shall not be in default hereunder unless (i) Borrower fails to pay any installment within 10 days after written notice form the holder that it is due, (ii) Borrower fails to pay any other amounts due hereunder within 10 days after written notice from the holder that it is due, (iii) Borrower fails to cure any non-monetary default within 20 days after written notice form holder specifying the default, or (iv) any default occurs under any instrument or agreement securing this Note and such default is not cured within any applicable cure period.

6. Late Charge. If any installment payable under this Note is not paid in full within fifteen (15) days of its due date, the holder of this Note may assess a late charge equal to five percent (5%) of the late installment payment. The late charge shall be paid with the late installment payment or within 15 days after demand therefore, but, if not so paid, the holder of this Note may add the late charge to the principal balance of this Note. It is specifically understood, however, that assessment of a late charge is not a waiver of the holder's right to demand and receive timely payment of installments or waiver of any of the holder's remedies hereunder or under any instrument or agreement securing this Note.

7. Interest on Late Charges. If the late charge is not paid as provided in Section 6 of this Note, and if the late charge is added to the principal balance, the late charge itself will bear interest at the rate of interest on the outstanding principal balance provided for under this Note.

8. Interest After Judgment. If this Note is reduce to judgment, any judgment shall bear interest on the unpaid balance at the higher of (i) the per annum rate provided for by law for interest on judgments, or (ii) the per annum rate of interest on the outstanding principal balance provided for under this Note.

9. Attorney Fees. If any suit or action is instituted to collect the Note or any portion thereof, the prevailing party shall receive from the losing party in such suit or action such additional sum as the court may adjudge reasonable as attorneys' fees and costs in such suit or action, or on any appeal therefrom, including but not limited by, those fees and expenses permitted or defined by statutory law, and including without limitation all fees and expenses incurred at trial, on appeal, in petition for review, arbitration, mediation and in a bankruptcy proceeding. Further, in the event of default in any payment, whether or not suit or action is instituted, Borrower promises to pay all reasonable costs of collecting such delinquent payments.

10. Limitation on Assignment. The indebtedness evidenced by this Note (and any interest therein) shall not be sold, assigned, transferred or conveyed by the Lender to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation and such indebtedness (or any interest therein) shall not be included by the Lender in a pool of loans to be sold, assigned, transferred or conveyed to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.

11. Nonrecourse. This Note shall be nonrecourse to Borrower. Neither Borrower, any partner, or affiliate of Borrower shall have any personal liability for any amounts owing under this Note.

12. Time of Essence. The times for performance of any obligations under this Note shall be strictly construed, time being of the essence.

13. Governing Law. This Note shall be governed by and construed in accordance with the law of the state of Colorado, without regard to the conflict of law provisions of Colorado law. If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction ,the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction.

14. Jurisdiction. At the option of Lender, an action may be brought to enforce this Note in the District Court in and for the Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower consents to venue and jurisdiction in the District Court in and for Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 12-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is dated as of the date first set forth above.

EAST STREET LIMITED PARTNERSHIP

By: Housing Authority of the City of Louisville, General Partner

By: James J. Liles

COPY

EXHIBIT Q

SPECIAL WARRANTY DEED

(Statutory Form, C.R.S., Sec. 38-30-115)

Grantor, , of the County of Boulder and State of Colorado, for the consideration of , in hand paid, hereby sells and conveys to Grantee, , whose legal address is , of the County of Boulder, and State of Colorado, the following real property in the County of Boulder, State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE,

with all its appurtenances, and warrants the title against all persons claiming under the Grantor, subject to those matters set forth in EXHIBIT B attached hereto and made a part hereof by this reference.

Signed this _____ day of , 2012..

Grantor:

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, by

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

Planning Commission

Meeting Minutes

January 8, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chairman Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present:	Chris Pritchard, Chairman Cary Tengler, Vice Chairman Ann O'Connell, Secretary Steve Brauneis Jeff Moline Tom Rice Scott Russell
Staff Members Present:	Troy Russ, Director of Planning and Building Safety Scott Robinson, Planner II Lauren Trice, Planner I

Approval of Agenda –
Brauneis made motion and O'Connell seconded to approve the agenda. Motion passed by voice vote.

Approval of Minutes –
Brauneis made motion and O'Connell seconded to approve December minutes. Motion passed by voice vote.

Public Comments: Items not on the Agenda
None.

Regular Business –

- **AT&T Antennae – Louisville Recreation Center: Resolution No. 2, Series 2014 -** A request for a special review use (SRU) to allow for the placement of 3 sectors of four (4) 8 foot tall rooftop antennas, totaling 12 antennas.
  - Applicant, Owner and Representative: Cliff Spencer
  - Case Manager: Scott Robinson, Planner II

Robinson states that AT&T informs the Planning Commission that they are withdrawing application.

Motion to withdraw the AT&T Antennae, Resolution No. 2, Series 2014 made by Brauneis, seconded by Tengler. Motion passed by voice vote.

DRAFT

- ☐**Boulder County Housing Authority: Resolution No. 02, Series 2015** - A request annexation and zoning for the development of affordable senior housing, affordable multi-family housing, art center and artist co-housing.
  Case #14-043-AN/ZN
  - Applicant, Owner and Representative: Boulder County Housing Authority
  - Case Manager: Troy Russ, Director of Planning and Building Safety

Public Notice Certification:
Published in the Boulder Daily Camera on December 21, 2014 and posted in City Hall, Public Library, Recreation Center, Courts, and Police Building on Dec 22, 2014. Mailed to surrounding property owners and property posted on December 22, 2014.

Conflict of Interest and Disclosure:
Moline states he works for Boulder County in Parks and Open Space Department. He does not think it will cause any reason to unfairly judge the application. Pritchard sees no conflict. The other commissioners agree.

Staff Report of Facts and Issues:
Russ presented from Power Point.

- Property is 13.404 acres and a voluntary annexation request by Boulder County Housing Authority (BCHA).
- Locally known as Alconis Property. Applicant is requesting initial zoning of Planned Community Zone District Commercial and Residential (PCZD-C/R).
- Total of 231 dwelling units and 18,000 SF of commercial.
- Requesting compliance/adherence to Title 31, Article 12 of Colorado State Statutes as well as Chapter 16.32 within Louisville Municipal Code.
- The proposed street network matches the Comprehensive Plan, the North Louisville Small Area Plan, and the Hwy 42 Corridor Plan. The proposal continues Hecla Drive from Hwy. 42, near Balfour Senior Living and extends northwest through the proposed annexation to Hecla Drive in Steel Ranch. Also, the proposed GDP provides Kaylix Avenue the opportunity to extend from South Boulder Road to Paschal Avenue in Steel Ranch, creating a parallel roadway to Hwy. 42. This proposed street network divides the proposed annexation into four quadrants, consistent with the Comprehensive Plan.
- Highway 42 Setbacks: The applicant is requesting a building setback of 40-feet from the existing Hwy. 42 right of-way (ROW) south of Hecla Drive and 45' north of Hecla Drive. These setbacks are intended to accommodate the future ROW of Hwy. 42 (30-feet needed) and an easement for a piped Goodhue Ditch. The resulting 10' and 15' ditch easements in combination with the Hwy 42 ROW have not been approved by the Goodhue Ditch company. As a result, the applicant added a note to the GDP stating: *"Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements."*
- Continuance of Parks and Open Space Advisory Board of the Lake to Lake Trail, from Waneka Lake to Marshall Lake, hitting Lake Park as well as Harper Lake and Hecla.
- Currently there is no signal at Hecla but the Plan calls for a signal installation in the future.
- Public Land Dedication: The applicant has provided Public Land Dedication (PLD) calculations based on the requested land uses on the GDP. Staff has reviewed the calculations provided and believes they meet the requirements of Section 16.16.060 in the LMC. Note the PLD is not required until the property is platted within the City of Louisville. Additionally, City Council will determine if the PLD comes in the form of land, or a payment in lieu. The numbers provided on the GDP simply acknowledge the PLD requirement with the annexation and zoning of the property.

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- The plan is developed into four quadrants. Planning Area A is 1.88 acres and requests PCZD-C/R. It is located in the Highway 42/South Boulder Road Urban Center. Commercial maximum development allowance is 82,000 SF. They request 18,000 SF of commercial development, 11,000 SF to Art Center not specified. In total, there are 28 units on this site with dwelling density calculation of 15 units per acre.
- Planning Area B is 3.4 acres and requests PCZD-R. It is called urban neighborhood and needs to match adjacent neighbors in character and density. 103 units which calculates to 30 units per acre.
- Planning Area C is 2.77 acres and requests PCZD-R. 69 units which is 25 units per acre.
- Planning Area D is 2.1 acres and requests PCZD-R. 31 units which is 15 units per acre.
- The LMC provides development requirements for City Council annexation considerations. Section 16.32.020 defines the eligibility requirements and 16.32.030 provides the City's development standards. Staff examined the annexation request and has determined the application meets the standards and guidelines for annexation in the LMC. Louisville's Vision Statement and Core Community Values define how the City sees itself and identifies the key characteristics that should be carried into the future. Many of these items described are abstract by design and are difficult to quantify at the zoning level and are more suited for Planned Unit Development, or design level evaluations. The Framework Plan and its supporting principles and policies are more measurable for this analysis. Staff did not find this annexation and zoning application to be working against the Comprehensive Plan's Vision Statement and Core Community Values. Staff also found this annexation and zoning application to be compatible with the Comprehensive Plan's Framework and its supporting principles and polices.
- Building Heights: The applicant is requesting building heights in Planning Areas A and B to be 50-feet in height. The Comprehensive Plan defines building heights as floors of buildings, rather than feet. That was done to provide flexibility in changing building technologies. Regardless, staff believes the 50-foot building height request warrants an explanation. As a result the applicant added a note to the GDP stating: *"The 50' max building height accommodates two specific instances: a) Planning Area A - a two story commercial building with a steeply pitched 'barn-like' roof form is proposed; and b) Planning Area B - a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.*" With the note on the applicant's requested GDP, staff finds the requested building heights consistent with the Comprehensive Plan.
- City Zoning: Staff reviewed the annexation and zoning request against the City's existing zoning map and found it compatible. The proposed annexation is surrounded by Steel Ranch (Zoned PCZD – C and R) to the West and north; Balfour Senior Living to the East (Zoned PCZD – C); and Christopher Village and Christopher Plaza (Zoned Commercial Business) to the South. The proposed yard and bulk standards were also found compatible with the surrounding zoning.
- Intergovernmental Agreements: In August of 2012, The City of Louisville and the Louisville Housing Authority entered into an Intergovernmental agreement with Boulder County and the Boulder County Housing Authority concerning affordable housing within the City of Louisville. The City entered into this agreement as the Louisville Housing Authority proposed to transfer its 116 affordable housing units to the Boulder County Housing Authority. In the agreement the City and County agreed that the County would own and manage the City's 116 affordable housing units along with the County's existing 30 units in Louisville. Additionally, the County agreed to build an additional 15 units in Louisville within the next five years.
- The Louisville Fire Department stated they could serve the annexation and reserved specific comments to the property's design following the submittal of a Planned Unit Development (PUD).

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- The Boulder Valley School District (BVSD) was a referral for this development. A letter from BVSD dated January 2, 2015 states this development proposes *"a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School."* Note BVSD anticipated 70 of the proposed Housing authority units to be restricted to seniors and were not used in their student evaluation. The letter goes on to state, *"When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."* Louisville staff underlined the last sentence of the BVSD statement for emphasis. The School Board has agreed to a meeting with City Council at the School District on February 4, 2015 to discuss enrollment solutions.
- Fiscal Impact: The applicant submitted a fiscal impact study completed by Economic and Planning Systems based on the City's current fiscal model. The development program shown in this document (194 units and 18,406 square feet of commercial development) does not match the development program requested on the General Development Plan (231 units and 11,000 sf of commercial development). Staff directed the applicant to update the model. However, the timing of the holiday season and the public hearing schedule, the updated model was not completed in time for the posting of this report; but, the report will be completed prior to the City Council meeting February 17th. Staff is presenting the findings of the initial report for planning commission information. Note these numbers will not reflect the final number for the applicant's requested GDP. Regardless staff anticipates this requested annexation zoning will generate a negative fiscal impact on the City in terms of both annual operating and one time capital. The study makes various assumptions about building unit values, sales per square foot, household income attributable to new residents, the study estimates: "*The BCHA development is estimated to result in approximately $150,000 in ongoing annual revenue to the City and to generate approximately $264,000 ongoing annual expenditures. The result is a net fiscal on-going operations balance of negative $114,000 annually. There is expected to be an annual recurring revenue stream of $29,000 from sales tax revenue that is dedicated to capital projects, open space, and historic preservation. Therefore, the total net on-going fiscal balance will be negative by $85,000. The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,104,000 upon the City in demand for new capital investments. The project is estimated to generate $1,340,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $764,000. Although there is not a large retail component to this project, EPS believes it will have a positive impact on the Christopher Plaza commercial center at the northwest corner of South Boulder Road and Hwy 42."*

Additional outside communication:
Email to Planning Department from Alexandra Bradley received on Wednesday, January 7, 2015 regarding BCHA Annexation and Rezoning Application. Motion made by Brauneis to enter email into the record, seconded by Moline. Passed by voice vote.

Commission Questions of Staff:
Russell asks about Hecla and whether there is a traffic signal there.
Russ says there is no traffic signal at Hecla at this time. It is a T-intersection.

Tengler asks about Planning Area A being zoning commercial, not commercial/residential. Has this changed.
Russ says in GDP, it should be Commercial/Residential. Last minute fixes to the GDP and the Staff Report may not have reflected it in the graphic referenced.

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Tengler asks about fiscal analysis. At what point does Staff think a negative fiscal balance would have impacted the decision for approval.
Russ says it is not sole determinate of any development. This is BCHA coming with a proposal. Staff recognizes the diversity of affordable housing.

Brauneis asks about LES enrollment projection. The 106% projection is concerning but he assumes this is projection unabated. The discussion with City Council and BVSD will hopefully address this projection.
Russ says should the possibility of the projections materialize in the future, BVSD has several actions that they can take to meet it. Old Town Louisville is difficult for BVSD to understand.

Moline asks about public land dedication, is there a park site or trail corridor the Comp Plan identified for this location that the community and staff would want?
Russ says there is the number of plans for the trail corridor (Lake to Lake Trail). Louisville has a partnership with Boulder County Transportation to set aside $600,000 for an underpass at Highway 42 at the northwest quadrant of this parcel. The Comp Plan does not identify a park location.
Moline says this development has to be amended and added to the Takota GDP. Did the Takota GDP have a limit on number of units?
Russ says it had a maximum. This property is too small to come in as an independent GDP so it needs to be attached. It could have been attached to the Alvenus GDP (Balfour) or Takota or Steel Ranch South. Staff thought the Takota was best.
Moline says although this is added to Takota GDP, does it not need to abide by unit limits?
Russ says it can be viewed as an amendment to that GDP particular to this parcel.

O'Connell asks if any of the adjacent property owners had any objections.
Russ says he has not heard of any objections.

Rice asks about fiscal analysis numbers. Regarding one time capital expenditures, the projection is that it will be $764,000 in the red. Why is it that much in the red?
Russ says the number of residents coming in will put a demand on capital facilities such as the Rec Center, Police, and roadway network. Based on calculated revenue from one-time investment use tax as well as impact fees, the numbers do not match.
Rice says the goal is to have a net 0 or a positive. Why is it so far from the ideal? This is more than one-third to be in the red.
Russ says it is the type of land use that is proposed as well as the price points of housing units. Fees are based on evaluation and market rates. This is a different price point than the Commission is accustomed to seeing. There is no expectation that a residential development alone necessarily would be positive unless the price points of the homes are high. The Art Underground is currently conceived as 11,000 SF of the commercial development and is a 501(c)(3). There is no revenue from property tax.
Rice asks how this project compares to other residential developments that have been considered in the past.
Russ says that Steel Ranch and North End came in fiscally neutral or slightly positive because there are junks of commercial property. The commercial property at Steel Ranch has not been developed yet. Residential developments generally are negative in fiscal development. From an economic perspective of how much sales it brings in and what residents bring to a city, there are hugely positive economic impacts that are not fiscal.
Rice asks if there are any options to close the gap.
Russ says changing the users in the commercial portion. The infrastructure with Kaylix and Hecla positions the quadrant to perform well economically as well as help Christopher Village.
Rice asks where the funding stream comes from to pay for these impacts, being short $764,000.
Russ says it comes from annual budgeting. Council looks at annual revenues and budgets.

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Rice asks on an ongoing basis, if the model is correct, there will be negative $85,000/year.
Russ says there are services needed to serve the property and revenue generated from the property in taxes and services may not generate enough revenue to compensate for the expected deficits.
Rice asks about the property just north of this property. Is it annexed into the City? How is it zoned?
Russ says the Davidson Highline subdivision with Divine Canine (doggie daycare) and RV storage at the back. It is zoned Planned Community Commercial.
Rice asks if Kaylix will run through the Davidson Highline subdivision?
Russ says when the Lanterns subdivision dedicated their land, the dotted line shows the Kaylix extension not constructed yet. The City has the right-of-way and funds set aside to construct it through the Lanterns. Staff is in conversation with the Davidson Highline owner since Steel Ranch was approved prior to Lanterns. The City will have to acquire the property.

Russell asks about Planning Area A and D regarding density. He asks if the PC should be considering density in aggregate or by planning area in terms of conformity to Comp Plan?
Russ says by Planning area. Planning Area A is an urban center.
Russell asks about Planning Area A, there is a maximum density up to 30 units/acre, but there will be 15 units. Is there a minimum amount of units?
Russ says it is a fiscal question. In an urban center, it is supposed to be a commercial corridor and not meant to be residential. There will be a mix of units.
Russell says Planning Area B matches 30 units/acres and Planning Area C matches the 25 units/acres. Planning Area D has 15 units/acres. He asks about the maximum allowable building height in this zone district.
Russ says there is no zone district as it is annexed property. 2-3 stories are the guideline. Properties to the west are 50'. Staff measures the elevation of the building, high and low points, and takes the average.

Brauneis asks about traffic concerns. There have been traffic studies looking at Highway 42 and South Boulder Road. Can you share information from them?
Russ says the Highway 42 Plan matched the Comp Plan and densities. The GDP is met by the Highway 42 Plan and the Comp Plan. At PUD, the traffic lanes will be determined. General traffic operation is consistent with the Highway 42 Plan. The most important issue of this portion of Highway 42 is the Kaylix Avenue connection, which will become another north-south road to South Boulder Road and the Christopher Shopping Center.

Russell asks about Parks Department feedback.
Russ says feedback from Parks is that they have no general concerns or comments. They have provided the trail connection.

Pritchard wants clarification. Is it fair to say that the deficit on the fiscal land is basically the cost of fulfilling policies? In regard to transportation, he asks Russ if this will facilitate the need for the traffic signals?
Russ says we anticipate the Pascal signal to be installed in 2015 based on warrants and agreements with CDOT. The Highway 42 Plan with CDOT's endorsement shows signals at Hecla and Pascal. The purpose of the Kaylix extension will be a bigger relief to the residents of Steel Ranch than a signal at Pascal.

Applicant Presentation:
Norie Boyd, Boulder County Housing Authority, Planning Division Manager.
Present are Willa Willaford, Housing Division Director; Ian Swallow, Project Manager: Ben Doyle, County Attorney; Nicole Delmage, Barrett Studio Architects.

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BCHA is working with Humphries Poli Architects; Milender White Construction; Olson and Associates for civil engineering; and Wenk Associates for landscaping.

- History: In 2012, the BCHA entered into an IGA with Louisville and LHA to transfer LHA 116 affordable housing units over to the Housing Authority. Part of the agreement was that BCHA would invest $1 million to reposition the properties and renovate them. That investment has already occurred at $1.3 million. They are also to provide 15 new affordable housing units. This proposal is for slightly more than 15 units, but it is due by 2016 and it is fulfilling that obligation.
- Fiscal impact questions: There are 65 housing vouchers distributed to landlords throughout Louisville which brings $600,000 to landlords in the City today. We have a Human Services Safety Net program, Housing Stabilization program, and other benefits the County is providing to the City. This plan is consistent with the other community value statements and elements of the Comp Plan to provide much needed affordable housing to serve seniors and families. The plan is strong in addressing affordable housing policy goals which have not had a significant investment over the past 15 years in Louisville. Now is the time to develop affordable housing in the City. Affordable housing will support local businesses especially the Christopher Village to the south.
- The Art Underground will be developed as a partner, a non-profit arts organization to provide dance studios and classes for children. This is an existing local business in downtown Louisville which will expand.
- BCHA thinks this housing development will be a huge benefit for the City although it may not show up “on paper”.
- Financing: Low income tax credits as well as State Disaster Relief Funds. Part of BCHA’s obligation to these entities is to describe it when presenting to the public. Norie takes a few minutes to fulfill that obligation. The State of Colorado has set aside to support affordable housing especially in disaster communities affected by the September 2013 flood. BCHA will take advantage of a new mechanism of State Low Income Housing Tax Credit which is administered through the Colorado Housing Finance Authority. It is an investment vehicle that provides private equity into an affordable housing project. Currently, a portion of our project is pursuing a State Low Income Housing Tax Credit for 120 units of affordable housing on this site. The 121 unit project is expected to cost approximately $36 million, so the project will be requesting approximately $1.8 million in annual allocation which equals approximately $10.5 million in total tax credit allocation over the statutory six year period. It is about $8.8 million in present value. The total cost of the project is about $36 million; the present value is $8.8 million. Total annual allocation is $1,736,000 with an estimated allocation of $10 million. The Low Income Tax Credit is one mechanism that BCHA use to leverage private equity into the project. We can borrow less, have a lower mortgage, and spend more money on the actual project itself.
- Schedule: BCHA is working aggressively with City Staff because they want to finance this project by applying for low income tax credits as well as State Disaster Relief Funds by February to May 2015. BCHA wants to start infrastructure in summer 2015, and try to begin construction in the third or fourth quarter of 2015.

Commission Questions of Applicant:
Moline asks at what point does BCHA make decisions about how many units will be affordable and how many will not be?
Boyd answers the best solution by using Low Income Tax Credits if 100% are affordable homes. The goal to make all of the units affordable to residents earning 60% of the area median income or below. Both senior designated property as well as family (non-senior).

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Brauneis asks about Housing Authority ongoing role in the management of the property.
Boyd answers projects are built for the long term view. Properties are not built and then sold. Boulder County will be invested and sign a 30-40 year lease agreement that restricts the property with funders. There is self-management with case managers who provide resident services. There is facility management as well as wraparound services for clients.
Brauneis asks if there will be managers living on-site?
Boyd says property managers do not live on site but are there during regular business hours. There is evening financial counseling and some after school programs. There is interaction with different staff and groups whether seniors or families.

Tengler asks about her opinion of the fiscal analysis. Do you agree with those numbers?
Boyd says she does not expect the project to come in positive. The value of providing affordable housing and what can be done for a family is not reflected in the fiscal model. One tool to provide affordable housing with the lowest rent possible but building the highest quality is to request an exception from property tax. The use tax and property tax are not showing up in the model. BCHA does not have to request it, but it helps to keep operating costs low so they can provide service and a well maintained building. The Arts Underground is a 501(c)(3) and is a local business that will be expanding and it is exempt from property tax. BCHA has had two well-attended community meetings where affordable housing is needed for seniors as well as people earning 30% of the area median income which is $80,000 for a two-person household. BCHA will be borrowing "real" debt at a local bank which generate costs not accounted for in the fiscal model.
Tengler asks about the senior housing and what its characteristics are.
Boyd says senior housing is not skilled nursing. They are independent seniors, typically 55 and older. Some will be two bedroom units with live-in aide.
Tengler asks if there will be concierge service to help with emergencies or rides?
Boyd says she does not know.
Tengler asks what is the anticipated number of senior units and affordable units?
Boyd says all senior housing is affordable housing. The current design has 70 units for seniors with buildings with elevators and accessibility. The project has noncontiguous buildings with seniors distributed throughout the property.

Russell asks about qualifying for affordable housing. Is it different to quality for senior housing?
Boyd answers it is the same.

Moline asks how BCHA determined the amount of units.
Nicole Delmage, Barrett Studio Architects, 1944 20th Street, Boulder, CO 80302.
In determining the number of units on the site, at some level the site designs itself in terms of the number of units. We try to get the maximum of the number of units for the BCHA program so they get the most affordable housing they can. We also look at logistics of how the site will be drained, satisfy parking, as well as park space and quality space. The Art Underground on the property, we look to incorporate art into the landscape and streetscapes. We look to maximize housing, getting quality of place, and quality of life.

Public Comment:
Michael Menaker, 1827 W Choke Cherry Drive, Louisville, CO 80027.
His first comment regards the fiscal model and finds the discussion to be disconcerting. This is the subsidized part of subsidized housing. He is opposed to inclusionary zoning which takes the cost burden of providing low income housing and puts it on people who do not live here yet. He believes strongly that if it is a community value, and it seems to be a community value expressed in every document generated over a decade to provide low income housing, then it is incumbent on us to put our "money where our mouth is". He thinks that cost models are not appropriate to this conversation and should not impact your decision. It is subsidized housing

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and incumbent on all of us as a community to provide that subsidy. There is a moral obligation here, there is a stated community goal here, and dollars and cents do not enter into it. He is troubled by the proposed balance between family and senior housing. Our needs in Louisville are skewed heavily to seniors and in an appropriate forum, he will discuss that in more detail. He would say to the applicant that you should expect a lot of push back on that mix and lobbying for more senior specific housing which seems to be our particular need. He is troubled by the 28 discussed market rate co-housing artist units. He wants to see that land turned to senior housing as well. He has some concerns about BCHA subsidizing Art Underground as well. He is supportive of this annexation. There is a PUD and final process to hammer out the details of residential types and mixed uses, so there will be plenty of time to talk about it later. He feels strongly that it is incumbent on us as a community to embrace and support affordable housing and for it to be inclusive in our policies, and to make everything done to make this project a success. He urges a positive vote from the PC.

Debby Fahey, 1118 W Enclave Circle, Louisville, CO 80027.
She agrees with everything that Michael Menaker said. It is important to support low income housing and affordable housing, particularly for seniors. She is in favor of more senior housing on this property. She questions the co-housing for the artist community and would rather see that as senior housing. She agrees there will be push back if more senior housing is not provided. With senior housing, there will not be as much of an issue with BVSD because seniors do not generally have children attending elementary school. The plans for the proposed parking show the situation is limited. If there will be limited parking spaces, it could be balanced with making sure it is a very pedestrian and bike friendly community with ways to get in and out safely on foot or on a bike. She is in favor of annexation.

Rob Lathrop, 601 Johnson Street, Louisville, CO 80027
He and his wife own the Davidson Highline subdivision. To address Commissioner O'Connell's question regarding any objections, this is an annexation and GDP. He does not have any objections at this stage. As the process goes through, he is sure there will be questions and concerns of adjacent property owners and neighbors when they see what the plans really look like. He will address Troy Russ's comment about Kaylix. We have had conversations about Kaylix coming through our property and we do not have an agreement. We have an understanding of what the alignment will be when it is built. Looking at the way the property is laid out, you are severing the property by putting the street through it and it can create problems that have not been addressed yet. He wants to make sure his concerns are part of the record. He has no agreement regarding the street at this time. He is friendly with everyone and willing to talk, but there are issues to be addressed as we go through it. He is generally in support of the annexation. This property obviously needs to be annexed. How much support it gets after we get to see more detail remains to be seen.

Summary and request by Staff and Applicant:
Staff recommends Planning Commission approve Resolution No. 2, Series 2015, a resolution recommending approval of an ordinance zoning as Planned Community Zone District - Commercial / Residential (PCZD – C/R) certain property annexed into the City of Louisville and known as the 245 North 96th Street Annexation. Applicant has no further comment.

Open Public Hearing and discussion by Commission:
Moline asks if the applicant is interested in commenting on the public comments you just heard regarding co-housing application.
Boyd says BCHA is not subsidizing the artist co-housing. They are partners because it is costly to develop the site. BCHA's goal is affordable housing and make the best use of the public dollars given to invest in the site. We are not subsidizing co-housing or the Art Underground. They are separate saleable parcels that will proportionately carry their share of the cost. We

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have found that we do need some revenue in order to develop the affordable housing. There is a lot of infrastructure with raw land and two big public streets crossing the site. Water and sewer cost a lot. To keep costs low for our clients, we cannot spend an exorbitant amount. We need partners to get the development done. For the Art Underground, we are not commercial developers and do not know that business. We are relying on them to fulfill that commercial component because it is important to tie Christopher Village commercial component with this site. As to the artist co-housing, we think it is a different product from what we are providing, so we do not partner with someone who is providing market rate rental housing because that undercuts our market and our ability to lease out the land and keep our property occupied. We are looking for a distinctly Louisville partner and it felt like the arts in Louisville are good synergy with the Art Underground. We like the design as a whole and the focus on the arts, and it has given us a lot of creative ideas to influence our design, site planning, and adjacencies. The co-housing could be a really good partner and they are part of Louisville and involved with the community, so she does not think it is a detraction from the affordable housing goals.

Closed Public Hearing and discussion by Commission:
Tengler in support of annexation. We can address a lot of issues regarding the specific number of units and parking considerations and road construction when we get into the PUD.
Brauneis is encouraged to hear this discussion. He thinks now is the time for affordable housing for people within Louisville. He thinks balance is important and when we look at the non-economical and non-fiscal benefits of this project, there is a richness to the project that helps balance the numbers in the report.
Moline thanks applicant and staff for working on a project that appears to help accomplish some of the goals in the Comp Plan with regard to urban form and street layout.
O'Connell is in support and recommends approval of the ordinance. It is a good opportunity to speak to some of the visions and values and intent in the Comp Plan. She thinks there will be more concerns for the BVSD, especially Louisville Elementary, and to keep conversations rolling as we continue with this project. She thinks the benefits far outweigh the fiscal impact and look forward to continuing to hear community input and adjoining neighbor input.
Rice thanks Russ for the written presentation as it contained a lot of information and it was very accessible and easy to understand. He has concerns about the fiscal impact as these are not inconsequential numbers. He is sensitive to the policy considerations that are driven by this kind of project. These are not easy to put specific numbers on as the applicant has given good testimony to as well. It comes down to the question that Commissioner Tengler suggested early on, that it becomes a question of balance and what degree of disparity we have. There comes a point in time when it is so far out of skew that you cannot rationalize it. He appreciates the discussion on fiscal impacts and how it has to be weighed. He supports the project because there are a lot of positives that come out of it.
Russell thanks Norie Boyd and BCHA. He thinks her answer on the fiscal impact questions was probably as good an answer as he has heard anyone give. He thinks our fiscal impact analysis approach is really tricky and not always very helpful because there is no context for it. It does not speak to how we perform financially as a community. The impulse is always to treat it like a financial analysis. We cannot use it that way as there is so much more value to does not get captured. It is a misapplication to think that we can slice this community in every sort of way and every slice is going to look good financially. He is not too concerned about the fiscal analysis. He is impressed with the BVSD response to this query as it is the most substantive information we have received from them. He loves the introduction of the artist co-housing, is a fan of the Art Underground, and thinks their programming is so important to what they are trying to accomplish. He knows there will be pushback. He encourages BCHA to embrace the public input and the dialogue, but remain true to what you are trying to accomplish. He thinks this may be the most important project the PC will do this year as it will have a great impact on our community. He supports annexation.

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Pritchard agrees with all comments. He agrees this is important for the community. This is what we have said historically and what we have tried to accomplish.

Motion made by Brauneis to approve Boulder County Housing Authority: Resolution No. 02, Series 2015 - A request annexation and zoning for the development of affordable senior housing, affordable multi-family housing, art center and artist co-housing. Seconded Moline. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Tom Rice	Yes
Scott Russell	Yes
Motion passed/failed:	Pass

Motion passes 7-0.

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CITY COUNCIL COMMUNICATION
AGENDA ITEM 8G

SUBJECT: **ORDINANCE NO. 1681, SERIES 2015 – AN ORDINANCE APPROVING THE VACATION OF A 20-FOOT WIDE UNIMPROVED ALLEY BETWEEN 225 COUNTY RD. (LOTS 12 AND 13) AND 224 FRONT STREET (LOTS 10 AND 11), BLOCK 9, MURPHY PLACE – 1ST Reading – Set public hearing for 3/03/2015**

DATE: **FEBRUARY 17, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY**

BACKGROUND:
The applicant, Lawrence Verbeck, representing both 224 Front Street and 225 County Road, is requesting the City vacate an unimproved alley located between 224 Front Street and 225 County Road. Two private garages serving each property are located within the alley's public right-of-way. The construction dates of the garages are unknown. This vacation request is intended to adjust the property lines so the garages are located on private property.

SUMMARY OF PROPOSAL:
Two existing garages, one being used by 224 Front Street and the other being used for 225 County Road are located in an unimproved public alley right-of-way. The construction dates of the garages are unknown because no building permit exists for either structure.

The two requesting properties are located on the south side of an improved public alley which runs east and west between Roosevelt Street and County Road, north of Community Park. The improved alley provides access to 5 properties. The alley being requested for vacation is unimproved and does not provide access to private properties. No utilities are located in the unimproved alley.

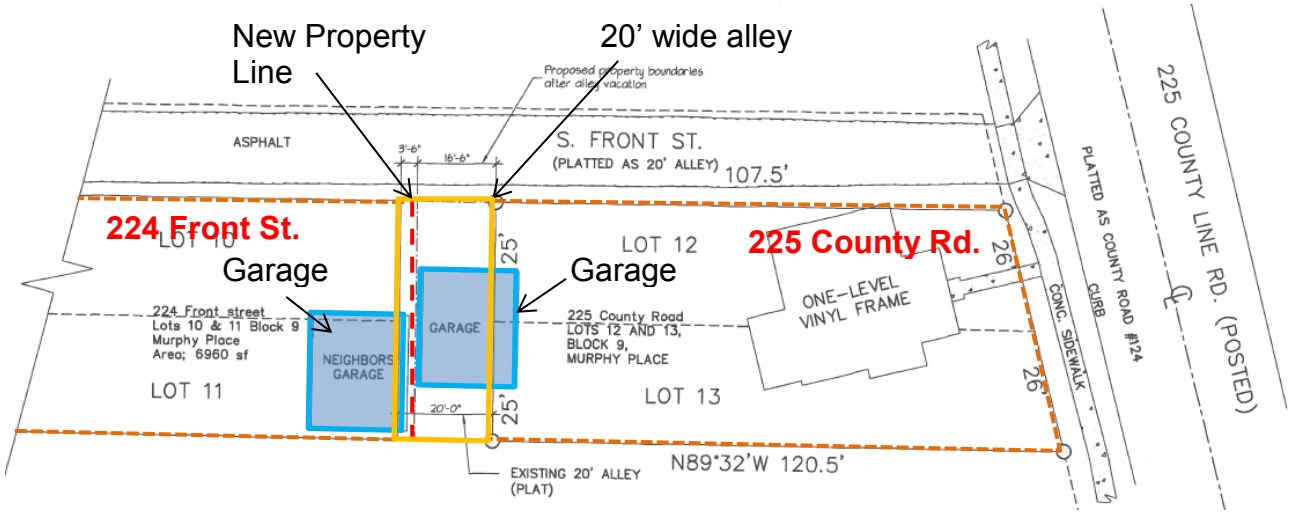
The two properties are zoned Residential Medium Density (RM) and are located within the Old Town Overlay District. The regulations for the Old Town Overlay District are found in Section 17.12.050 of the Louisville Municipal Code (LMC). The rear-yard setback requirement for an accessory structure in Section 17.12.050 is 3 feet from the property line. A zero rear-yard setback is permitted if the property is adjacent to an improved 20' wide alley. The alley is unimproved; as such, the rear-yard setback requirement for these properties is 3 feet.

On October 15, 2014 the Board of Adjustment approved a rear yard setback variance to allow for a 1 foot rear yard setback variance to allow for the garages to remain in place if the alley is vacated.

The Public Works Department recommends the unimproved alley be vacated.

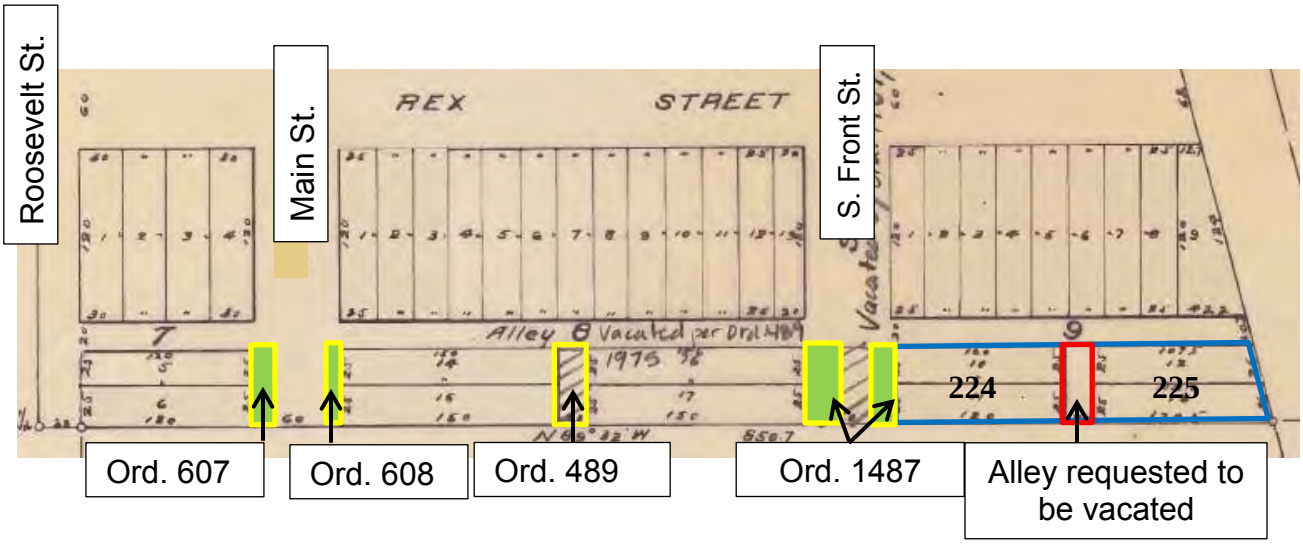
If the alley is vacated by City Council, state statues require ownership of the alley be divided equally. In this case, 10 feet going to each 224 Front Street and 225 County Road.

Attached in the Application Documents is an agreement between the two owners to allow for 18 feet to be given to 225 County Road and 2 feet to be given to 224 Front Street if the vacation is approved. According to the City Attorney, this agreement can be executed via deed and would be done so after the vacation has been recorded with the Boulder County.



There have been three previous public right of way vacations near Community Park:

- Ordinance 489 (1975) – a request to vacate the alley between Lots 14 and 15, and Lots 16 and 17, Block 8 of Murphy Place.
- Ordinance 1487 (2006) – a request to vacate a portion of South Front Street; the Ordinance requires the creation of a new 15' wide and 50' long right-of-way to connect Community Park to the City alley on the north end of the old right of way.
- Ordinances 607 & 608 (2011) - a request to vacate a portion of South Main Street south of the alley in exchange for park improvements.



FISCAL IMPACT
There are no fiscal impacts associated with vacating the 20-foot unimproved alley.

RECOMMENDATIONS
Staff recommends City Council approve Ordinance 1681, Series 2015, an Ordinance approving the vacation of a 20-foot wide unimproved alley between 225 County Rd. (lots 12 and 13) and 224 Front Street (lots 10 and 11), block 9, Murphy Place subdivision on 1st reading and set the 2nd reading and public hearing for March 3, 2015.

ATTACHMENTS:
1. Ordinance No. 1681, Series 2015
2. Application Documents
3. Exhibit A
4. PowerPoint

ORDINANCE NO. 1681
SERIES 2015

AN ORDINANCE APPROVING THE VACATION OF A 20-FOOT WIDE UNIMPROVED ALLEY BETWEEN 225 COUNTY RD. (LOTS 12 AND 13) AND 224 FRONT STREET (LOTS 10 AND 11), BLOCK 9, MURPHY PLACE

WHEREAS, by the plat of Murphy Place Subdivision, recorded May 25, 1907 in Book 3, Page 28, Boulder County Records, there was dedicated to the City a 20-foot wide by 49.96-foot long right-of-way for a north-south alley lying between the western property line of Lots 10 and 11, Block 9, Murphy Place Subdivision and the eastern property lines of Lot 12 and 13, Block 9, Murphy Place Subdivision, which 999 square-foot area is hereafter referred to as the "Alley Right-of-Way"; and

WHEREAS, proper application has been made to the City for vacation of the Alley Right-of-Way; and

WHEREAS, the City Council has determined that the Alley Right-of-Way for which vacation has been requested is not and has not been used or required as a roadway or thoroughfare for the public; and

WHEREAS, the City Council has determined that the Alley Right-of-Way for which vacation is requested is not and will not be needed for any public purposes; and

WHEREAS, the City Council has determined that the Alley Right-of-Way for which vacation is requested is not being used or held for park purposes or for any other governmental purposes; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the Alley Right-of-Way described herein for which vacation is requested, subject to the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Subject to the provisions of Section 2 hereof, the City hereby vacates that certain 20-foot wide by 49.96-foot long right-of-way for a north-south alley lying between the western property line of Lots 10 and 11, Block 9, Murphy Place Subdivision and the eastern property lines of Lot 12 and 13, Block 9, Murphy Place Subdivision, which 999 square-foot area is hereafter referred to as the "Alley Right-of-Way". Title to the vacated Alley Right-of-Way shall vest in the manner provided by law.

Section 2. As a condition of recording this vacation ordinance, there shall be simultaneously recorded deeds effecting the disposition of title to the western two feet, more or less, of the Alley Right-of-Way so it becomes part of 224 Front Street and the disposition of title to the eastern eighteen feet, more or less, of the Alley Right-of-Way so it becomes part of 225 County

Road.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the right-of-way herein vacated, including but not execution of quit claim deeds. All action heretofore taken in furtherance of the vacation of such right-of-way are hereby ratified and confirmed.

Section 4. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light | Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: LAURENCE VERBECK
Contact: SAME
Address: 936 PARKVIEW ST
LOUISVILLE
Mailing Address: P.O. BOX 1663
BOULDER 80306
Telephone: 303 931 9386
Fax: X
Email: RENZO@VERBECKDESIGN.COM

OWNER INFORMATION

Firm: SAME AS ABV.
Contact:
Address:
Mailing Address:
Telephone:
Fax:
Email:

REPRESENTATIVE INFORMATION

Firm: SAME AS ABV
Contact:
Address:
Mailing Address:
Telephone:
Fax:
Email:

PROPERTY INFORMATION

Common Address: 225 COUNTY RD
Legal Description: Lot 12 & 13 Blk 9
Subdivision MURPHY
Area: 5700 Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: ALLEY VACATION
SEE NARRATIVE

Current zoning: _____ Proposed zoning: _____

SIGNATURES & DATE

Applicant: [signature]
Print: LAURENCE VERBECK
Owner: LAURENCE VERBECK
Print:
Representative:
Print:

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

City of Louisville Planning.
Nov 6 2014

Re;
Alley Vacation / Re-plat

Applicant;
Laurence Verbeck, owner of 225 County Road, Louisville, Lots 12 & 13, BLOCK 9, Murphy Place

Narrative;
The owners of the residential properties at 225 Country Road and 224 Front Street, Louisville, request vacation of the 50' x 20' alley between their properties with the resultant property allotted to the owners per the accompanying survey documents.

In October 2014, the applicant requested and the Board of Adjustments granted a setback variance for this alley vacation. The alley in question is an abandon stub for which there is no record of public use; each of the property owners garages, built perhaps in the 1950s, are partially in the alley and therefore do not conform to current City Planning regulation. Vacation of the alley, along with the already approved variance, will allow the garages to come into compliance and there by allow appropriate maintenance of the structures.

Laurence Verbeck

03370307
Page: 1 of 1
03/14/2014 01:27 PM RF: $11.00 DF: $0.00
Boulder County Clerk, CO

QUIT CLAIM DEED

This Quit Claim Deed made this 11th day of March, 2014 by and between **LAURENCE VERBECK**, hereinafter **GRANTOR** and **225 County LLC**, the mailing address of which is P. O. Box 1663, Boulder, Colorado 80306, hereinafter **GRANTEE.**

WITNESSETH, That the Grantors, for and in consideration of the sum of TEN DOLLARS ($10.00), lawful money of the United States of America, to in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever QUIT CLAIM, unto the Grantee, and to its successors and assigns, that certain parcel of land, situate, lying and being in the County of Boulder, State of Colorado, described as follows, to-wit:

Lots 12-13 Block 9 Murphy Place, Louisville

also known as: **225 County Road Louisville, Co. 80027**

Together with all appurtenant water, water rights, ditches and ditch rights, and
Together with any vacated rights-of- way that have attached to said lots by operation of law.

Signed this 11th day of MARCH, 2014.

Grantor, Laurence Verbeck

JANICE A FORLENZA
Notary Public
State of Colorado

STATE OF COLORADO)
)ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 11th day of March, 2014 by **Laurence Verbeck.**

Witness my hand and official seal. My Commission expires: 12.22.2017

Janice Forlenza
Notary Public

4/7

12/11/2013 10:58 AM RF: $16.00
Boulder County Clerk, CO
03356811
Page: 1 of 2
DF: $0.00

PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

THIS DEED is dated December 10, 20 13, and is made between Denise Ehrmann
221 Front St. Louisville, CO 80027

the "Grantor," as Personal Representative of the estate of
Bernadine Mae Sawyer

, deceased, and

Denise Ehrmann
MARK Edward Sawyer
(whether one, or more than one), the "Grantee," whose legal address is listed below
Denise Ehrmann 221 Front St Louisville, CO 80027
Mark Edward Sawyer 1537 Bain Dr. Erie CO 80516
of the Louisville * County of Boulder and State of Colorado

16

WHEREAS, the decedent died on the date of APRIL 25, 2010 and Grantor was duly appointed Personal Representative of said estate by the District Court in and for the County of Boulder, State of Colorado, Probate No. 2013PR24, on the date of FebrUARY 12, 2013, and is now qualified and acting in said capacity;

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby convey, assign, transfer and release unto Grantee (in joint tenancy),** as the person entitled to distribution, the following described real property situate in the City of Louisville County of Boulder, State of Colorado:

Lot10-11 BLK 9 Murphy Place & ADJ ELY 12FT Vac S.Front St

also known by street address as: 224 Front St. Louisville, CO 80027
and assessor's schedule or parcel number: 157508456004

With all appurtenances.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Denise Ehrmann
Personal Representative of the estate of
Bernadine M Sawyer deceased

*Insert "City and" where applicable.
**Strike as required.

MICHAEL TSOKUR
Notary Public
State of Colorado
Notary ID 20134037952
My Commission Expires Jul 24, 2017

STATE OF COLORADO
} ss.
COUNTY OF

The foregoing instrument was acknowledged before me this 11th day of December, 2013.
by as Personal Representative of
the estate of , Deceased.

Witness my hand and official seal.
My commission expires:

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

225 County LLC, a Colorado Limited Liability Company

Statement of Authority and Operating Agreement

June 9, 2014

Laurence Verbeck is the Managing Member and only Member of **225 County LLC** which holds title to the residential property; 225 County Road Louisville, CO. 80027.

Laurence Verbeck has the authority to act on behalf of **225 County LLC.**

Laurence Verbeck, Managing Member, 225 County LLC

MANAGING MEMBER

9 JUNE 14

AGREEMENT TO COOPERATE

This agreement, dated 29 January 2014 is between;

Laurence Verbeck (Renzo), owner of the residence at 225 County Road Louisville Co. 80027 (AKA Lots 12 and 13, Block 9, Murphy Place).

Renzo@verbeckdesign.com
303-931-9386

Mailing Address;
P.O. Box 1663
Boulder CO. 83036

AND

Denise Ehrmann and Mark Sawyer owners of the residence at 224 Front St Louisville Co. 80027 (AKA lots 10 and 11, Block 9 Murphy Place).

denise.ehrmann@gmail.com
303-710-5724

Mailing address;
224 Front St Louisville Co 80027.

MARK SAWYER
MAIL ADDRESS:
1537 BAIN DRIVE
ERIE CO 80516
MARK_SAWYER@COMCAST.NET

Collectively known as the "Property Owners"

The Improvement Location Certificate (ILC) by FLATRIONS INC, dated 2013, (commissioned by Verbeck) illustrates an alley between the Owners Properties, which measures 20 feet wide by 50 feet deep (The Alley). Verbeck 's garage is shown 20.2 feet into the Alley and Ehrmann' s garage is shown roughly 2 feet into the Alley, with an empty walking space between these two garages of approximately 3 feet.

Ehrmann represents a separate survey (Verbeck is not in receipt of said survey) depicts her garage entirely out of the Alley. The Property Owners agree that the discrepancy of surveys is substantially immaterial.

The Property Owners have agreed to petition the City to vacate the Alley by way of various Land Use procedures as required by the City of Louisville. The Property Owners agree that, upon vacation of the Alley their new shared East / West property boundary shall be located exactly between (or as close as possible to be practical) their two garages.

The Property Owners agree that Verbeck shall submit, shepherd and pay for applications and related fees (including possibly further professional survey fees), attend hearings and related as required by the City of Louisville in the effort to vacate the Alley.

Ehrmann and Sawyer shall not be responsible to Verbeck for reimbursement of said application fees and or professional services. Ehrmann and Sawyer shall cooperate by signing application and related forms,

as required by the City of Louisville in a timely manor in the endeavor to vacate the Alley as described above; such cooperation shall not unreasonably withheld by Ehrmann and or Sawyer.

Verbeck may quit the process at any time without penalty or obligation to Ehrmann or Sawyer.

Denise Ehrmann_____ Date 3-7-14

Mark Sawyer Mark Sawyer Date 3-17-14

Laurence Verbeck_____ Date 12-MARCH-14

Exhibit A

Description of a Vacated Western Portion – 20 foot wide alley

A portion of the 20 foot wide alley in Block 9, MURPHY PLACE,
lying between Lots 10, 11, 12 and 13,
located in the southeast quarter of Section 8,
Township 1 South, Range 69 West of the Sixth Principal Meridian,
County of Boulder, State of Colorado,
more particularly described as follows:

Beginning at the Southeast corner of Lot 11, Block 9, MURPHY PLACE;

thence North 00 degrees 07 minutes 00 seconds West, along the easterly line of Lots 11 and 10, Block 9, MURPHY PLACE, a distance of 49.96 feet to the northeast corner of Lot 10;

thence South 89 degrees 33'07" East, along the north line of Lot 10 extended easterly, a distance of 3.04 feet;

thence South 00 degrees 24'20" West, along a line that is midway between the existing garages, that are partially located in the 20 foot wide platted alley, a distance of 49.96 feet, to a point on the south line of Block 9, MURPHY PLACE;

thence North 89 degrees 32'00" West, along the south line of Block 9, a distance of 2.58 feet to the **Point of Beginning**.

This parcel contains 140 square feet.

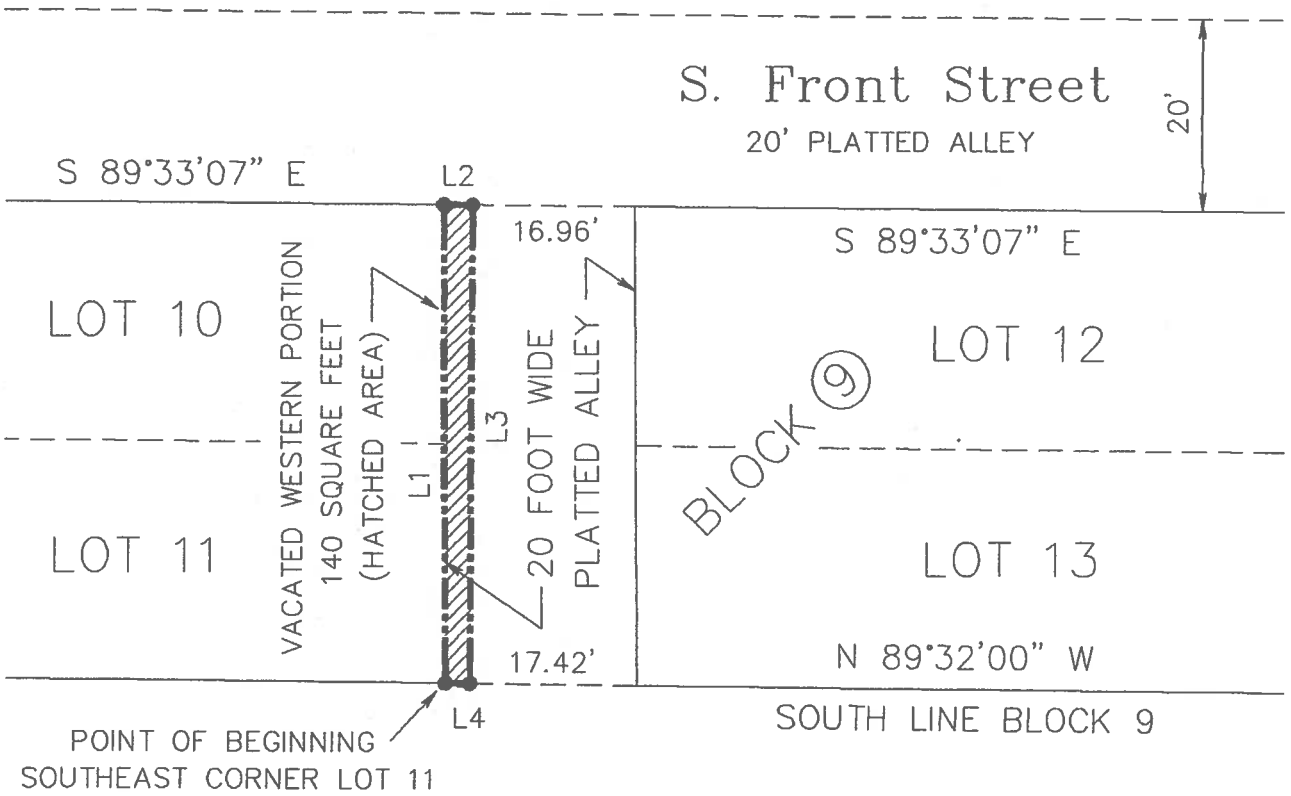
COLORADO LICENSED
LEE M. STADELE
26300
11/5/14
PROFESSIONAL LAND SURVEYOR

prepared by Lee Stadele
Colorado PLS 26300
17126e1.doc

637 South Broadway . Suite C – Table Mesa Shopping Center
Boulder . Colorado . 80305
LeeStadele@FlagstaffSurveying.com 303.499.9737

– Vacation Exhibit –

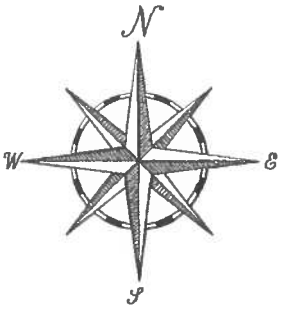
OVER A PORTION OF THE PLATTED ALLEY BETWEEN LOTS 10, 11, 12 + 13
BLOCK 9 . MURPHY PLACE . LOCATED IN THE SOUTHEAST 1/4
OF SECTION 8 . TOWNSHIP 1 SOUTH . RANGE 69 WEST OF THE 6TH P.M.
IN THE CITY OF LOUISVILLE . BOULDER COUNTY . COLORADO



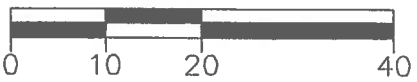
– Line Table –

L1 – NORTH 00–07–00 WEST / 49.96 FEET	
L2 – SOUTH 89–33–07 EAST / 3.04 FEET	
L3 – SOUTH 00–24–20 WEST / 49.96 FEET	
L4 – NORTH 89–32–00 WEST / 2.58 FEET	

DEGREES–MINUTES–SECONDS / DECIMAL FEET



SCALE : 1" = 20'



U.S. SURVEY FEET

Flagstaff Surveying Inc.
Table Mesa Shopping Center
637 South Broadway . Suite C
Boulder . Colorado . 80305
303.499.9737

17126a–1.dwg . 4 November 2014

Exhibit A

Description of a Vacated Eastern Portion – 20 foot wide alley

A portion of the 20 foot wide alley in Block 9, MURPHY PLACE,
lying between Lots 10, 11, 12 and 13,
located in the southeast quarter of Section 8,
Township 1 South, Range 69 West of the Sixth Principal Meridian,
County of Boulder, State of Colorado,
more particularly described as follows:

Commencing at the southeast corner of Lot 11, Block 9, MURPHY PLACE;

thence South 89 degrees 32'00" East, along the south line of Block 9, distance of 2.58 feet, to the **Point of Beginning**;

thence North 00 degrees 24'20" East, along a line that is midway between the existing garages, that are partially located in the 20 foot wide platted alley, a distance of 49.96 feet to a point on the north line of Lot 10, extended easterly;

thence South 89 degrees 33'07" East, along the north line of Lot 10 extended easterly, a distance of 16.96 feet to the northwest corner if Lot 12;

thence South 00 degrees 07 minutes 00 seconds East, along the westerly line of Lots 12 and 13, Block 9, MURPHY PLACE, a distance of 49.97 feet to the southwest corner of Lot 13;

thence North 89 degrees 32'00" West, along the south line of Block 9, a distance of 17.42 feet to the **Point of Beginning**.

This parcel contains 859 square feet.

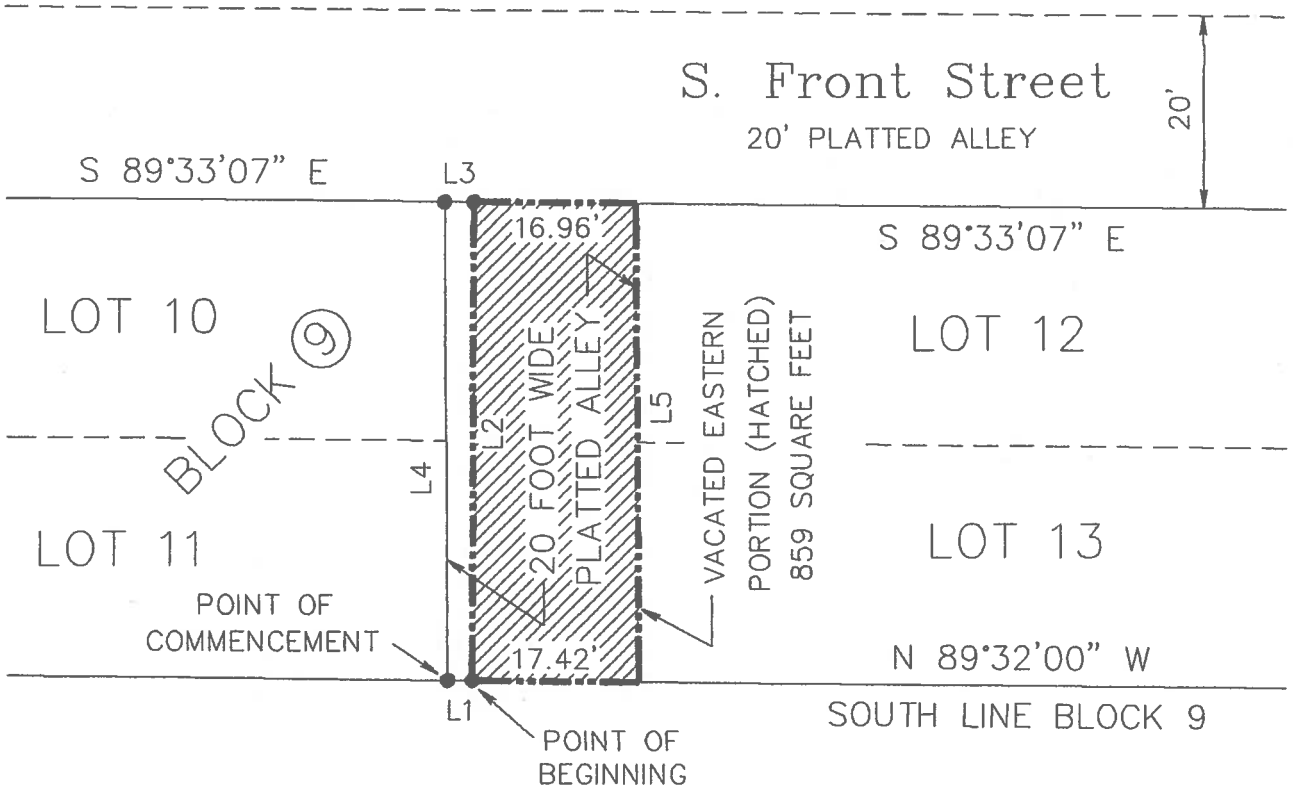
prepared by Lee Stadele
Colorado PLS 26300
17126e2.doc

COLORADO LICENSED
LEE STADELE
26300
11/5/14
PROFESSIONAL LAND SURVEYOR

637 South Broadway . Suite C – Table Mesa Shopping Center
Boulder . Colorado . 80305
LeeStadele@FlagstaffSurveying.com 303.499.9737

– Vacation Exhibit –

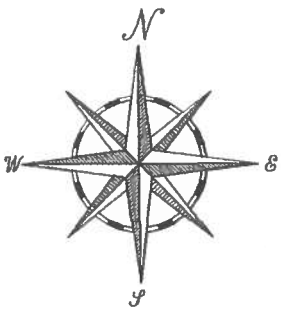
OVER A PORTION OF THE PLATTED ALLEY BETWEEN LOTS 10, 11, 12 + 13
BLOCK 9 . MURPHY PLACE . LOCATED IN THE SOUTHEAST 1/4
OF SECTION 8 . TOWNSHIP 1 SOUTH . RANGE 69 WEST OF THE 6TH P.M.
IN THE CITY OF LOUISVILLE . BOULDER COUNTY . COLORADO



– Line Table –

L1	SOUTH 89–32–00 EAST / 2.58 FEET
L2	NORTH 00–24–20 EAST / 49.96 FEET
L3	NORTH 89–33–07 WEST / 3.04 FEET
L4	SOUTH 00–07–00 EAST / 49.96 FEET
L5	SOUTH 00–07–00 EAST / 49.97 FEET

DEGREES–MINUTES–SECONDS / DECIMAL FEET



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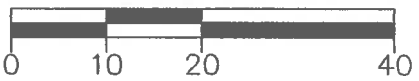


U.S. SURVEY FEET

Flagstaff Surveying Inc.
Table Mesa Shopping Center
637 South Broadway . Suite C
Boulder . Colorado . 80305
303.499.9737

17126a–1.dwg . 4 November 2014

City Council – Public Hearing

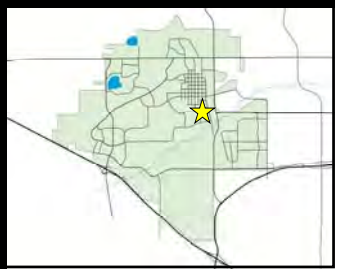
224 Front Street and 225 County Road – Alley vacation

ORDINANCE NO. 1681, SERIES 2015 – AN ORDINANCE APPROVING THE VACATION OF A 20-FOOT WIDE UNIMPROVED ALLEY BETWEEN 225 COUNTY RD. (LOTS 12 AND 13) AND 224 FRONT STREET (LOTS 10 AND 11), BLOCK 9, MURPHY PLACE

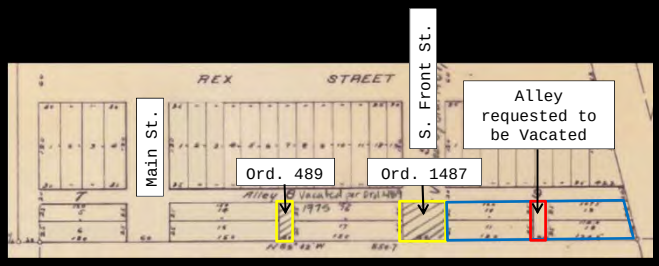
Prepared by:
Dept. of Planning & Building Safety

224 Front Street and 225 County Road

- Request to vacate alley
- Existing Garages located in alley
- Vacation would create non-conforming setbacks
- Variance required prior to ROW Vacation
- No changes to garages
- Variance approved by BOA on October 15, 2014

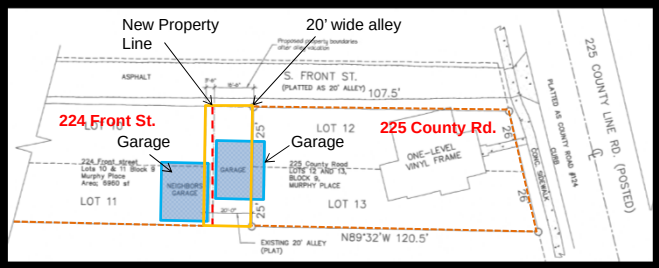


224 Front Street and 225 County Road



- Ordinance 489 (1975) – a request to vacate the alley between Lots 14 and 15, and Lots 16 and 17, Block 8 of Murphy Place.
- Ordinance 1487 (2006) – a request to vacate a portion of South Front Street south of the alley.

224 Front Street and 225 County Road



224 Front Street and 225 County Road

Staff recommends City Council approve Ordinance 1681, Series 2015, an Ordinance approving the vacation of a 20-foot wide unimproved alley between 225 County Rd. (lots 12 and 13) and 224 Front Street (lots 10 and 11), block 9, Murphy Place subdivision