



**City of Willow Park
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, November 13, 2018 at 7:00 p.m.**

Call to Order

Invocation & Pledge of Allegiance

Presentations & Proclamations

Norman Hogue Plaque/ Proclamation

Public Comments (Limited to five minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to five (5) minutes. The Texas Open Meetings Act provides the following:

- (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - (1) A statement of specific factual information given in response to the inquiry; or
 - (2) A recitation of existing policy in response to the inquiry.
- (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- A. Approve City Council Meeting Minutes – October 9, 2018

Regular Agenda Items

1. Discussion/ Action: To consider and make an appointment to fulfill the unexpired term of Place 1.

- a. Issue oath of office for newly appointed Place 1 Councilmember.
2. Discussion/ Action: Discussion/ Action: To consider and take action on election of mayor pro tem.
3. Discussion/ Action: To consider and take action on Ordinance 781-18, a request by Charles Brady to abandon a 30-foot road easement on the south east side of a 1.140 tract of land being the East ½ of the South ½ of Block 10, El Chico Addition, located on Pitchfork Trail.
4. Discussion/ Action: To consider and take action on a Final Plat of a Replat of Lots 5R1 and 5R2, Block A, Meadow Place Estates, City of Willow Park, Parker County, Texas.
5. Presentation by Kyle Wilkes update on the Shops at Willow Park.
6. Presentation by Jake Weber on Quarterly Financials.
7. Discussion/ Action: To consider and take action on Tyler Technologies Contract.
8. Discussion/ Action: To consider and take action to award bid on Church Parking Lot
9. Discussion/ Action: To consider and take action on donating Fire Department surplus equipment.
10. Discussion/ Action: To consider and take action to adopt negotiated Texas Gas Rate
11. Discussion/ Action: To consider and take action on approving an interlocal agreement with Hudson Oaks to fund, construct and maintain certain water supply facilities.
12. Discussion/ Action: To consider and take action on Resolution 2018-10, resolution to adopt a financial and investment policy.
13. Discussion/ Action: To consider and take action to adopt Ordinance 782-18, to reinstate a juvenile curfew.

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. Any Posted Item

Informational

- A. Mayor & Council Member Comments

- B. City Manager's Comments

Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before November 9, 2018 at 5:00 p.m.

Alicia Smith TRMC, CMC
City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

This public notice was removed from the official posting board at the Willow Park City Hall on the following date and time:

By: _____
City Secretary's Office
City of Willow Park, Texas



A Proclamation Honoring Norman Hogue

WHEREAS, On October 6, 2018, the City of Willow Park lost a husband, father, son, councilmember, leader, mentor and friend; and

WHEREAS, Norman served on the Willow Park City Council since July, 2016, and as Mayor ProTem since June, 2018; and

WHEREAS, Norman was a hardworking, fair and dedicated City Councilmember and Mayor ProTem; and

WHEREAS, Norman was a strong advocate for the improvement and advancement of city streets and thoroughfares; and

WHEREAS, Norman was an intense supporter for City growth and development;

NOW, THEREFORE, I, Doyle Moss, Mayor of the City of Willow Park, along with the Willow Park City Council, staff and community, do hereby recognize and acknowledge the significant contributions of Norman Hogue and honor his service and dedication to The City of Willow Park. And extend its sincerest condolences to his family and friends.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Willow Park, Texas, to be affixed this the 13th day of November, 2018.

Doyle Moss, Mayor



**City of Willow Park
Regular Council Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, October 09, 2018 at 7:00 p.m.**

Call to Order

Mayor Moss called the meeting to order at 7:00 pm.

Determination of Quorum

Present:

Mayor Doyle Moss

Councilmember Amy Fennell

Councilmember Lea Young

Councilmember Gary McKaughan

Absent:

Councilmember Greg Runnebaum

Staff Present:

City Administrator Bryan Grimes

City Secretary Alicia Smith

City Attorney Pat Chesser

Invocation & Pledge of Allegiance

Clark Bosher, Pastor, Willow Park Baptist Church conducted the invocation.

The pledge of allegiance was led by Girl Scout Troop 4801.

Presentation & Proclamations

Mayor Moss read a proclamation proclaiming Fire Prevention Week.

Public Comments

Citizens participating: NONE

Consent Agenda

A. Approve City Council Meeting Minutes – September 11 & 18, 2018

Motion made by Councilmember Young

To approve the minutes from the September 11 & 18, 2018, meetings with a correction on the September 11, item 9, minutes to show that Councilmember McKaughan was a nay vote and the vote was passed with a 4-1 vote.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Runnebaum, Young and McKaughan

Motion passed with a vote of 3-0

Regular Agenda Items

1. A presentation was made by City Engineer Derek Turner on the Water Well Rehab Project and the Ranch House Rd Project.
2. Public Hearing was opened at 7: 28pm
 - a. Statements were read by the City Attorney Pat Chesser from the following citizens:
 - i. Ginger Adams
 - ii. Mary Robb
 - b. The following people spoke:
 - i. KJ Hannah
 - ii. Marcy Galle
 - iii. Michael Mathews
 - iv. Ray Oujesky
 - v. Paul Senter
 - vi. Tim Barton
 - vii. Pat Martin
 - viii. Clark Bosher

- ix. Jim Martin
- x. Ann Elkins

Public Hearing was closed at 8:14 pm

Motion made by Councilmember Fennell

To adopt Ordinance 778-18, an ordinance to rezone from R-1 Single Family District to R-3 Multifamily District (8.08 acres) and C Commercial District (3.61 acres), 11.69 acres J. Ozer Survey, Abstract No. 1029, City of Willow Park, Parker County, Texas, located at 8892 East Bankhead Hwy.

Seconded by Councilmember Young

Aye votes: Councilmembers Fennell and Young

Nay votes: Councilmember McKaughan

Motion passed with a vote of 2-1

3. Motion made by Councilmember Fennell

To approve a Preliminary Plat of an 11.69-acre tract J. Ozer Survey, Abstract No. 1029, City of Willow Park, Parker County, Texas.

Seconded by: Councilmember Young

Aye votes: Councilmembers Fennell and Young

Nay votes: Councilmember McKaughan

Motion passed with a vote of 2-1

4. Public Hearing was opened at 8:34 PM

No one spoke

Public Hearing was closed at 8:36 PM

Motion was made by Councilmember Young

To approve Ordinance 779-18, an ordinance approving a request to rezone from PD/HR Planned Development - Horse Racing to R-5 Single Family Medium Density District, 11.17 acres John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2, Trinity Meadows Addition, City of Willow Park, Texas, located on the Northeast corner of Meadow Place Drive and Kings Gate Road.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

5. Motion made by Councilmember McKaughan

To accept a Preliminary Plat of an 11.17-acre tract John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2, Trinity Meadows Addition, City of Willow Park, Texas.

Seconded by Young

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

6. Motion made by Councilmember Young

To accept a Preliminary Plat of a 140.302-acre tract A. McCarver Survey, Abstract No. 910; W. Franklin Survey, Abstract No. 458; I. Hendley Survey, Abstract No. 619; M. Edwards Survey, Abstract No. 1955; and J. Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

7. Motion made by Councilmember Young

To accept a Final Plat of a Replat of Willow Park Business Plaza Addition being 5.45 acres John Cole Survey, Abstract No. 218; John Phelps Survey, Abstract No. 1046; arid

the Heirs of Francisco Sanchez Survey, Abstract No. 2347 and being a Replat of Lot 1, Block 1, Fawcett Addition, City of Willow Park, Parker County, Texas.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

8. Motion made Councilmember Young

To authorize the City to dedicate an approximately 1.277 acre tract of land to be used as right-of-way for the proposed Crown Point Boulevard; and to authorize the City to accept the dedication from the Willow Park Baptist Church of an approximately 1.154 acre tract of land to be used as right-of-way for the proposed Crown Point Boulevard; and approve an agreement between the City and Willow Park Baptist Church of Texas to exchange 0.77 acre tracts of land adjacent to the proposed Crown Point Boulevard.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

9. Motion made by Councilmember Fennell

To retain the audit firm Clifton, Larson Allen, LLP for the fiscal year 2017-18.

Seconded by Councilmember Young

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

10. Motion made by Councilmember Fennell

To table item until the November 13 meeting.

Seconded by Councilmember McKaughan

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

11. Motion made by Councilmember Young

To approve accept new Financial and Investment Policy.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

12. Motion made by Young

To approve a Change Order to delete ribbon curbs and other related items from certain side streets on the Ranch House Road Project.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

13. Motion made by Councilmember Young

To approve a Memorandum of Understanding with the Texas Department of Public Safety.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

14. Motion made by Councilmember McKaughan

To designate the Community News as the official newspaper for 2018-2019.

Seconded by Councilmember Fennell

Aye votes: Councilmember Fennell, Young and McKaughan

Motion passed with a vote of 3-0

15. Motion made by Councilmember Young

To approve the 2018-2019 City holiday schedule.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

16. Motion made by Councilmember Young

To approve authorize City Administrator to execute a trade of equipment with Holt Equipment.

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

Adjournment

Motion made by Councilmember McKaughan

To adjourn

Seconded by Councilmember Fennell

Aye votes: Councilmembers Fennell, Young and McKaughan

Motion passed with a vote of 3-0

APPROVED:

Doyle Moss, Mayor
City of Willow Park, Texas

ATTEST:

Alicia Smith TRMC CMC, City
Secretary
City of Willow Park, Texas



P & Z AGENDA ITEM BRIEFING SHEET

Meeting Date: November 13, 2018	Department: Development Services	Presented By: Betty Chew
-------------------------------------------	--------------------------------------------	------------------------------------

AGENDA ITEM: 1

Consider and act on a request by Charles Brady to abandon a 30 foot road easement on the south east side of a 1.140 tract of land being the East ½ of the South ½ of Block 10, El Chico Addition, located on Pitchfork Trail.

BACKGROUND:

Charles Brady purchased this 1.14 acre lot on Pitchfork Trail east of its intersection with Stagecoach Trail. There is 30 foot of a 60 foot road easement which runs the length of the eastern lot line. Mr. Brady wants to construct his personal residence on the property. He is requesting the City abandon and vacate this easement. He could then move the 25 foot building setback line to this area. There are no utilities located in this right of way easement. Water and sanitary sewer mains are located in Pitchfork Trail.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends abandoning the 30 foot right of way easement with the property owner replatting the lot to reflect the new 25 foot building setback line.

EXHIBITS:

Property owner letter
Survey
El Chico Plat

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

The City of Willow Park
516 Ranch House Road
Willow Park, Tx 76087

Charles Brady
6201 Lozier Heights Ct
Apartment 1112
Fort Worth, Tx 76132

To the City of Willow Park,

I Charles Brady am the legal owner of the below listed property. The property is a 1 acre lot near the intersection of Pitchfork and Stagecoach. The lot is to the east of a new construction home at the corner of Pitchfork and Stagecoach. This acre along with the lot with the newly constructed home at one time was part of a larger property. It was sold and subdivided. The Acre I own has a 30 foot easement on the southeastern side of the property noted as a roadway easement. I want to build a house on this property and would like to make Willow Park my home. I would like to utilize as much of the property that I can. I am requesting to have the easement abandoned or removed in order to do so. I am submitting with this letter the plat map that I have from the survey company and the legal description of the property. The legal descriptions attached are parts of the schedule A and B that pertain to the easements. I understand the process and time this may take and appreciate everyone's time on this request.

SCHEDULE A

1. Legal Description of land:

All that certain lot, tract or parcel of land lying and being situated in Parker County, Texas, and being a part of Block 10 of EL CHICO ADDITION, Parker County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point, said point being the Point of Intersection of the EBL of West Stagecoach with the NBL of Pitchfork Trail, said point also being the SW corner of said Block 10;

THENCE N 47 deg. 57 min. with the EBL of the above mentioned West Stagecoach, 300.0 ft. to a point for corner;

THENCE S 43 deg. 03 min. E, 330.0 ft. to a point for a corner;

THENCE S 47 deg. 57 min. W, 296.57 ft. to a point in the NBL of the above mentioned Pitchfork Trail for a corner;

THENCE with the NBL of said Pitchfork Trail and with a curve to the right, said curve having a radius of 1104.14 ft., a distance of 133.4 ft. to the PT of said curve;

THENCE N 43 deg. 03 min. W, with the NBL of the above mentioned Pitchfork Trail,

196.9 ft. to the place of beginning.

SAVE AND EXCEPT:

All that certain lot, tract or parcel of land lying and being situated in Parker County, Texas, and being a part of Block 10, El Chico Addition to Parker County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a steel rod, said point being the point of intersection of the SEBL of West Stagecoach Trail with the NEBL of Pitchfork Trail;

THENCE N 47 deg. 57 min. E, with the SEBL of the above mentioned West Stagecoach Trail, 300.0 ft. to a steel rod for a corner;

THENCE S 43 deg. 03 min. E, 165.0 ft. to a steel rod for a corner;

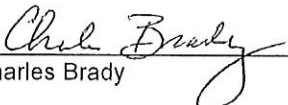
THENCE S 47 deg. 57 min. W, 300.0 ft. to a steel rod in the NEBL of the above mentioned Pitchfork Trail for a corner;

THENCE N 43 deg. 03 min. W, with the NEBL of said Pitchfork Trail, 165.0 ft. to the place of beginning and containing 1.14 acres of land, more or less.

- a. Rights of parties in possession.
- b. Visible and apparent easements over and across subject property.
- c. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- d. 25 foot building setback line over the Northwest, Southwest and Southeast property lines of subject property, as shown on the plat recorded in Volume 277, Page 358 of the Plat Records of Parker County, Texas.
- e. 30 foot road easement over the Southeast portion of subject property, as shown on plat recorded in Volume 277, Page 358 of the Plat Records of Parker County, Texas.
- f. Easements as reserved by Curby H. Mirike in Instruments recorded in Volume 277, Page 359 and Volume 281, Page 633 of the Deed Records of Parker County, Texas.


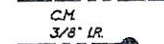

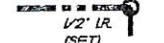
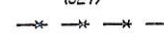
The Plat Map for the property is attached as a PDF file.

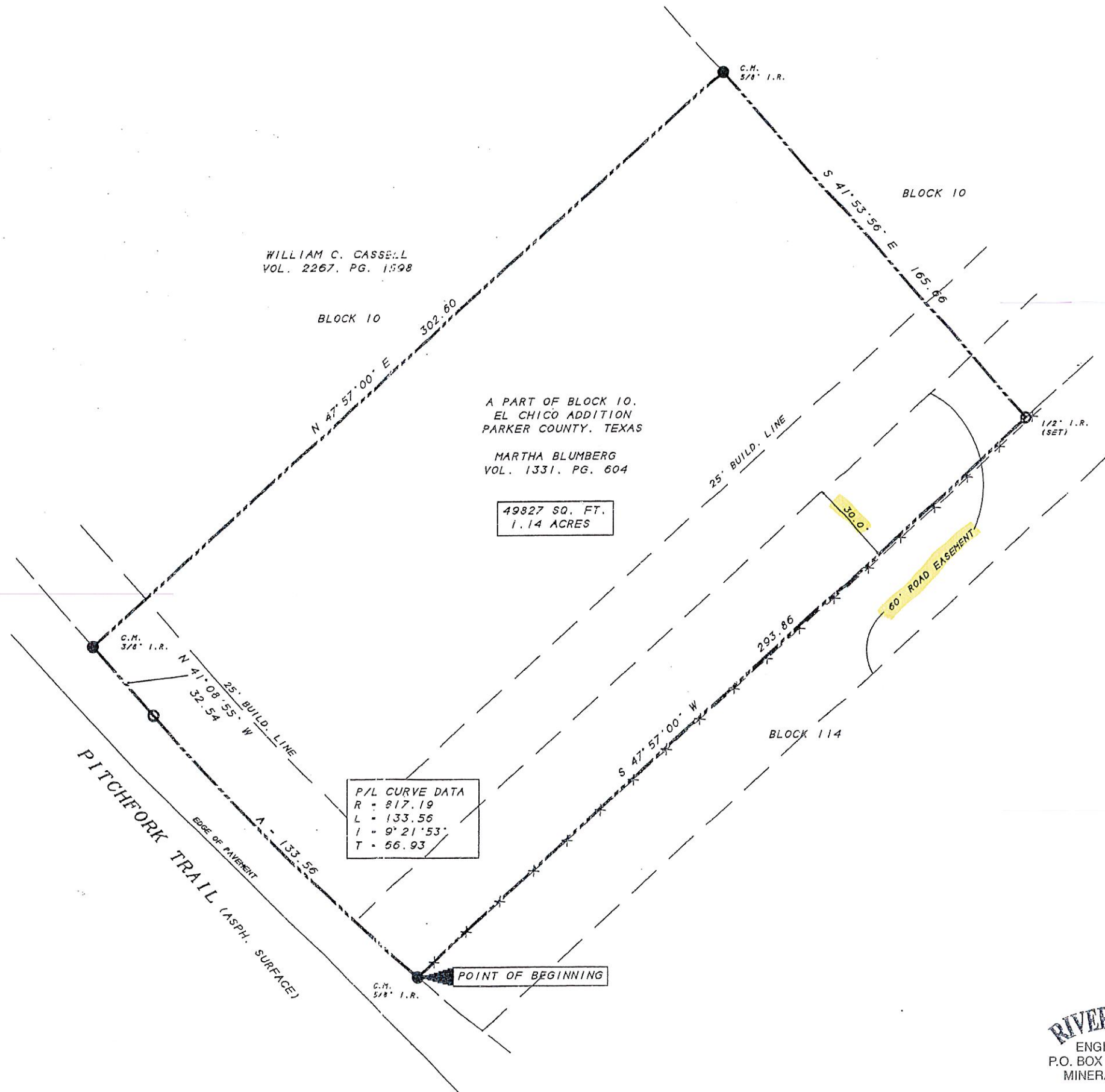
Thank You,


Charles Brady

SCALE: 1" = 40'

LEGEND

-  TRACT BOUNDARY
-  CONTROL MONUMENT
-  SET MONUMENT
-  FENCE LINE
-  OVERHEAD POWER LINE



SINCE 1976
RIVERS & ASSOCIATES
ENGINEERS & SURVEYORS
P.O. BOX 1447 - 139 CROWLEY LANE
MINERAL WELLS, TEXAS 76068
940-325-8613
FAX 940-325-8028

ROAD EASEMENT
VACATED &
ABANDONED
MARCH 20, 2007
DRID 559-07.



BLOCKS 1 THRU 73
EL CHICO
PARKER COUNTY, TEXAS
SURVEYED: SUMMER 1954
BROWN & DAVIES, ENGINEERS, FT. WORTH

NOTE: Easement lines shown adjacent to property lines are 60 foot road easements, 30 feet each side of property line, except on curves or as shown.

APPROVED:
COMMISSIONER'S COURT
PARKER COUNTY, TEXAS
BY: *Orville Mulburn*
CLERK OF THE COURT
DATE: March 15-1955

NOTE - Bearings shown are NOT LAMBERT GRID BEARINGS. Add 0°04' to NE and SW Bearings and Subtract 0°04' from NW and SE Bearings to Convert to LAMBERT GRID BEARINGS.

CITY OF WILLOW PARK

ORDINANCE NO. 781-18

AN ORDINANCE ABANDONING THAT CERTAIN 30-FOOT RIGHT-OF-WAY EASEMENT WITHIN BLOCK 10, EL CHICO ADDITION; PROVIDING FOR THE TERMS AND CONDITIONS OF ABANDONMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park is a Type A General law municipality located in Parker County, created in accordance with the provisions of Chapter 211 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the owner of Pt. Block 10 (Charles Brady) El Chico Addition petitioned the City of Willow Park to vacate, abandon, relinquish the 30-foot right-of-way easement within Block 10, El Chico Addition;

WHEREAS, the City desires to abandon, vacate and relinquish all of its right, title and interest in and to that certain portion of 30-foot right-of-way easement within Block 10, El Chico Addition, located within the corporate limits of the City, described in Exhibit "A", which are attached hereto and incorporated herein by reference and;

WHEREAS, the 30-foot right-of-way easement described in Exhibit "A" attached hereto is located within the corporate limits of the City and is not needed for current or future use and the same should be abandoned, vacated and relinquished;

NOW THEREFORE: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. AUTHORITY

The Mayor, or his designee, is hereby authorized and directed to implement the applicable provisions of this ordinance.

SECTION 2. ABANDONMENT

The 30-foot right-of-way easement or the right, title and interest of the City to that certain portion of such easement, described in Exhibit "A", attached hereto and made a part hereof, that lies within the corporate limits of the City is hereby vacated, abandoned, and relinquished.

SECTION 3. RECORDING

The City Secretary of the City of Willow Park is instructed to file a copy of this Ordinance reflecting the abandonment, vacation and relinquishment authorized by this Ordinance

with the Real Property Records of the City of Willow Park and the Real Property Records of Parker County, Texas.

SECTION 4. RESTRICTIONS

The abandonment provided for herein is made subject to all present zoning and deed restrictions and is subject to all pre-existing rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. TITLE

The abandonment provided for herein shall extend only to that public right, title, easement and interest and shall be construed only to the extent of that interest which the governing body of the City of Willow Park may legally and lawfully abandon and vacate.

SECTION 6. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective on or after its adoption.

PASSED AND ADOPTED this the 13th day of November, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary

APPROVED AS TO FORM:

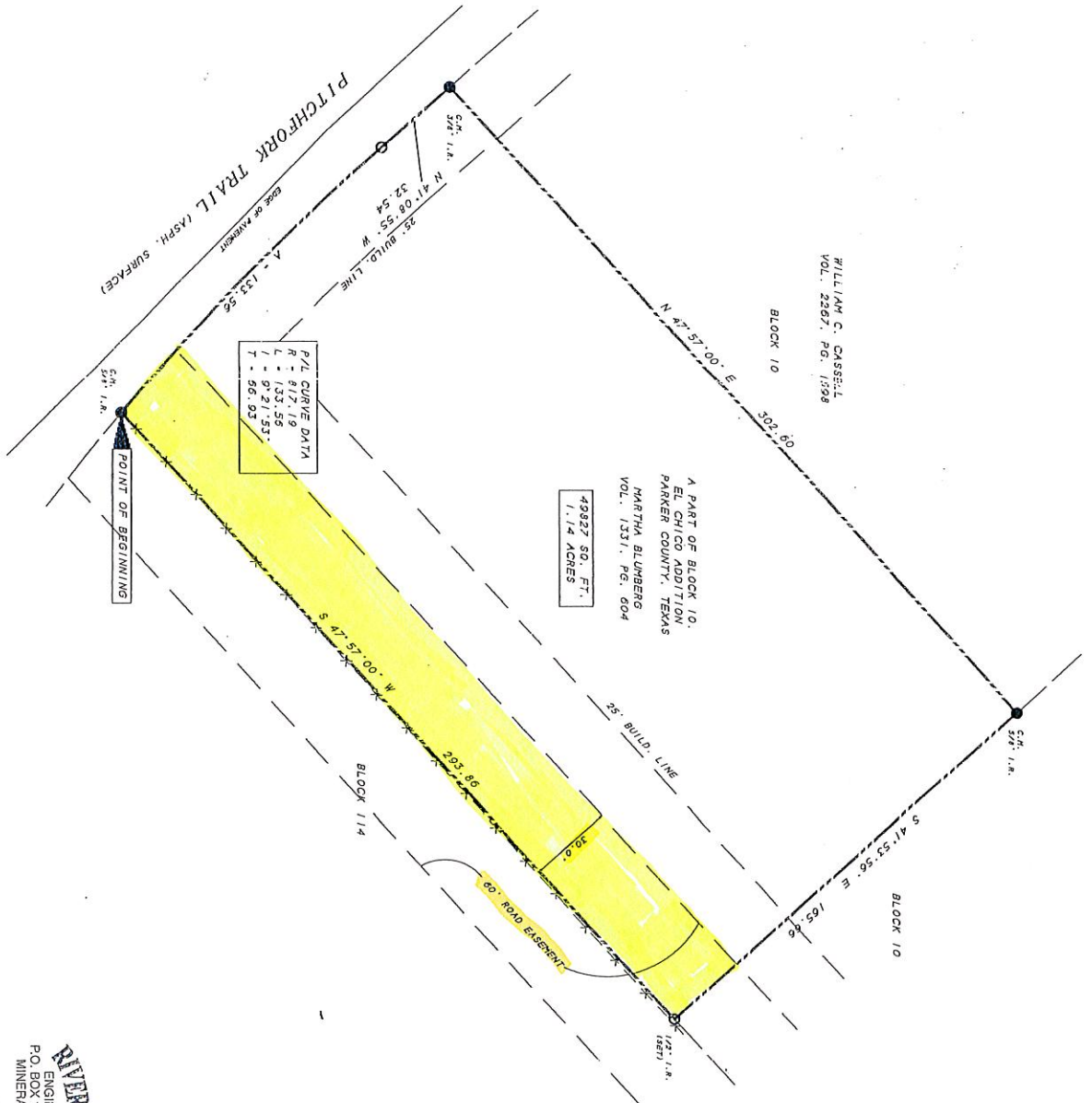
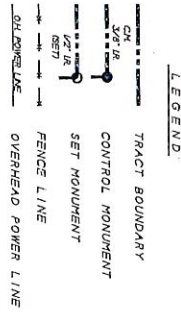
Pat Chesser, City Attorney

The Willow Park City Council in acting on Ordinance 781-18, did on the 13th day of November, 2018 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Mayor Doyle Moss	_____	_____	_____
Place 1 Councilmember	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Gary McKaughan, Place 5	_____	_____	_____

EXHIBIT "A"

SCALE: 1" = 40'



WILLIAM C. CASSELL
VOL. 2267, PG. 1598

BLOCK 10

A PART OF BLOCK 10,
EL CHICO ADDITION,
PARKER COUNTY, TEXAS
MARTHA BLUMBERG
VOL. 1331, PG. 604

49,927 SQ. FT.
1.14 ACRES

P/L CURVE DATA
R = 917.10
L = 133.56
T = 66.93

POINT OF BEGINNING

SINCE 1976
RIVERS & ASSOCIATES
ENGINEERS & SURVEYORS
P.O. BOX 1447 - 139 CROWLEY LANE
MINERAL WELLS, TEXAS 76068
940-325-8613
FAX 940-325-8028



P & Z AGENDA ITEM BRIEFING SHEET

November 13, 2018

Department:
Development Services

Presented By:
Betty Chew

AGENDA ITEM: 2

Consider and act on a Final Plat of a Replat of Lots 5R1 and 5R2, Block A, Meadow Place Estates, City of Willow Park, Parker County, Texas.

BACKGROUND:

Parker County Holdings LLC represented by Jerry Stockon proposes to Replat these 2 lots in Block A, Meadow Place Estates. The common side lot line will be moved 3.33 feet to 5.33 feet north. Both lots will exceed the lot size required for R-5 zoning. Water and sanitary sewer service is provided to each lot.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Replat for Meadow Place Estates meets the requirements of the Subdivision Ordinance and Staff recommends approval.

EXHIBITS:

Plat Application
Replat

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

10/16/2018



City of Willow Park Development Services

516 Ranch House Road
Willow Park, Texas 76087
Phone: (817) 441-7108 · Fax: (817) 441-6900

PLAT APPLICATION
MUST BE AN ORIGINAL DOCUMENT – FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: ☐ Preliminary ☐ Final ☒ Replat ☐ Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: _____

Address (if assigned): 119 # 123 BREEDERS DRIVE

Name of Additions: LOTS 5R2R & 5R34, BLOCK A, MEADOW PLACE ESTATES

Location of Addition: BREEDERS DRIVE

Number of Lots: 2 Gross Acreage: 0.55 Zoning: R7 # of New Street Intersections: 0

PROPERTY OWNER:

Name: PARKER COUNTY HOLDINGS, LLC

Contact: JERRY STOCKON

Address: 5354 AIRPORT FRWY.

Phone: 817-371-6776

City: HALTOM CITY, TX 76117

Fax: _____

State: _____ Zip: _____

Email: jerry.c.21@aol.com

Signature: [Signature]

APPLICANT:

Name: SAME AS OWNER

Contact: _____

Address: _____

Phone: _____

City: _____

Fax: _____

State: _____ Zip: _____

Email: _____

Signature: _____

SURVEYOR:

Name: CHUCK STARK

Contact: _____

Address: 6221 SOUTHWEST BLVD.

Phone: 817-296-9550

City: F.W., TX 76132

Fax: _____

State: _____ Zip: _____

Email: chucks@barrenstark.com

Signature: [Signature]

ENGINEER:

Name: SAME AS SURVEYOR Contact: _____
Address: _____ Phone: _____
City: _____ Fax: _____
State: _____ Zip: _____ Email: _____
Signature: _____


PRINCIPAL CONTACT: _____ Owner _____ Applicant _____ Surveyor _____ Engineer

- Staff comment letters and mark-ups will be distributed only to the designated principle contact
- Comments will be sent via email unless otherwise specified

UTILITY PROVIDERS

Electric Provider: ONGOR
Water Provider: WILLOW PARK
Wastewater Provider: WILLOW PARK
Gas Provider (if applicable): N/A

APPLICATION FEES

350  25
\$300.00 PLUS \$10 PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR
\$300.00 PLUS \$10 PER ACRE OR FRACTION THEREOF FOR LOTS LARGER THAN 1/2 ACRE

Additional fees (if applicable):

Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

City Use Only

Fees Collected: \$ _____ \$ _____
\$ _____ \$ _____
Receipt Number: _____

PLAT REVIEW CHECKLIST:

****This checklist must be submitted with the initial plat application****

I. GENERAL:

Name of Addition: LOT 5R2R & 5R3R, MEADOW PLACE
Applicant: PARKER COUNTY HOLDINGS, LLC
Property Owner(s): " " "
Location of Addition: MEADOW PLACE / BREEDERS DRIVE

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT

STAFF

A. Preliminary Plat Application (original signatures)	_____	_____
B. Preliminary Plat Drawing (5 paper copies & 1 digital)	_____	_____
C. Preliminary Drainage Analysis (5 paper copies & 1 digital)	_____	_____
D. Concept Construction Plan (5 paper copies & 1 digital)	_____	_____
E. Tree Survey	_____	_____
F. Location and Dimensions of Existing Structures	_____	_____
G. Sectionalizing or Phasing of Plats	_____	_____
H. Zoning Classification of All Properties Shown on the Plat	_____	_____
I. Dimensions of all Proposed or Existing Lots	_____	_____
J. Location of 100-year Flood Limits Where Applicable	_____	_____

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

A. Final Plat Application (original signatures)	_____	_____
B. Final Plat Drawing (5 paper copies & 1 digital copy)	_____	_____
C. Drainage Study (5 paper copies & 1 digital)	_____	_____
D. Submit 1 mylar copy and 1 paper copy from county filing	_____	_____
E. Written Metes and Bounds Description	_____	_____
F. Dimensions of All Proposed or Existing Lots	_____	_____
G. Area in acres for each lot	_____	_____
H. Any Existing Structures which Encroach and Setback Lines	_____	_____
I. Parker County Tax Certificate	_____	_____
J. Plans for all water & sewer lines	_____	_____
K. Plans for fire hydrants	_____	_____
L. Plans for all proposed streets and sidewalks	_____	_____

IV. REQUIRED DOCUMENTS FOR A REPLAT

A. Replat Application (original signatures)	<u>/</u>	<u>✓</u>
B. Replat Drawing (5 paper copies & 1 digital copy)	<u>/</u>	<u>✓</u>
C. Original Plat for comparison	<u>/</u>	<u>✓</u>
D. Drainage Study (5 paper copies & 1 digital)	<u>N/A</u>	<u>N/A</u>
E. Submit 1 mylar copy and 1 paper copy from county filing	<u>/</u>	<u>✓</u>
F. Written Metes and Bounds Description	<u>/</u>	<u>✓</u>
G. Dimensions of All Proposed or Existing Lots	<u>/</u>	<u>✓</u>
H. Area in acres for each lot	<u>/</u>	<u>✓</u>
I. Any Existing Structures which Encroach and Setback Lines	<u>N/A</u>	<u>N/A</u>
J. Parker County Tax Certificate	<u>N/A Mylar</u>	<u>DK</u>

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

A. Amended Plat Application (original signatures)	_____	_____
B. Final Plat Drawing (5 paper copies & 1 digital)	_____	_____
C. Original Plat for comparison	_____	_____
D. Drainage Study (5 paper copies & 1 digital)	_____	_____
E. Submit 1 mylar copy and 1 paper copy from county filing	_____	_____
F. Written Metes and Bounds Description	_____	_____
G. Dimensions of All Proposed or Existing Lots	_____	_____
H. Area in acres for each lot	_____	_____
I. Any Existing Structures which Encroach and Setback Lines	_____	_____

VI.	REQUIREMENTS ON ALL PLATS	APPLICANT	STAFF
A.	Adjacent Property Lines, Streets, Easements	/	/
B.	Names of Owners of Property within 200 feet	/	/
C.	Names of Adjoining Subdivisions	/	/
D.	Front and Rear Building Setback Lines	/	/
E.	Side Setback Lines	N/A	OK N/A 10'
F.	City Boundaries Where Applicable	/	/
G.	Date the Drawing was Prepared	/	/
H.	Location, Width, Purpose of all Existing Easements	/	/
I.	Location, Width, Purpose of all Proposed Easements	/	/
J.	Consecutively Numbered or Lettered Lots and Blocks	/	/
K.	Map Sheet Size of 18"x24" to 24"x36"	/	/
L.	North Arrow	/	/
M.	Name, Address, Telephone, of Property Owner	/	/
N.	Name, Address, Telephone of Developer	/	/
O.	Name, Address, Telephone of Surveyor	/	/
P.	Seal of Registered Land Surveyor	/	/
Q.	Consecutively Numbered Plat Notes and Conditions	/	/
R.	City of Willow Park Plat Dedication Language	/	/
S.	Location and Dimensions of Public Use Area	N/A	N/A
T.	Graphic Scale of Not Greater Than 1" = 200'	/	/
U.	All Existing and Proposed Street Names	/	/
V.	Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan	/	/
W.	Subdivision Boundary in Bold Lines	/	/
X.	Subdivision Name	/	/
Y.	Title Block Identifying Plat Type	/	/
Z.	Key Map at 1"=2000'	/	/
AA.	Surveyor's Certification of Compliance	/	/
BB.	Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)	/	/
CC.	Show relationship of plat to existing "water, sewage, and drainage	/	/

VII.	ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS	APPLICANT	STAFF
A.	A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	_____	N/A
B.	A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)	_____	AT RECORDING
C.	A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (if applicable)	_____	N/A

PLEASE NOTE: After staff approval, up to fifteen (15) additional paper copies may be required for review by the Planning & Zoning Commission and City Council.

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: 25' ft. Rear building setback: 10' ft.

Side building setback: 10' ft. Side building setback: 10' ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes No

Does the site include any drainage easements? Yes No

Does the site include any roadway/through fare easements? Yes No

Staff Review:

Does the plat include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Do the proposed easements align with neighboring easements? Yes No

Are the proposed easements sufficient to provide service? Yes No

Does the proposed project pose any planning concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 10/16/2018

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road?

☒ Yes

☐ No

If yes, which road? BREEDERS DRIVE

Is the project serviced by an existing water line?

☒ Yes

☐ No

If yes, what size line? 8"

Will the project require the extension of a water line?

☐ Yes

☒ No

Does the project use well water?

☒ No

☐ Drinking

☐ Irrigation

If yes, which aquifer does the well pull from? _____

Is the project serviced by an existing sewer line?

☒ Yes

☐ No

If yes, what size line? 8"

If no, what type and size is the septic system? _____

Staff Review:

Will servicing this project require additional infrastructure beyond what is identified in the Capital Improvement Plan?

☐ Yes

☒ No

Any additional concerns: _____

EXISTING SERVICE

☒ Approved

☐ Not Approved

☐ Needs More Information or Corrections

Public Works Approval Signature: RAYMON JOHNSON Date: 10/16/2018

Willow Park
Plat
Flood Plain Review

Applicant Questions:

Is any part of the plat in the 100-year flood plain?	Yes	<u>No</u>
If yes, what is the base flood elevation for the area? _____		
Is the footprint of any built improvement in the 100-year flood plain?	Yes	<u>No</u>
If yes, what is the base flood elevation for the area? _____		
Is the footprint of any habitable structure in the 100-year flood plain?	Yes	<u>No</u>
If yes, what is the base flood elevation for the area? _____		

Staff Review:

Base flood elevations confirmed?	<u>N/A</u>	Yes	No
Does the proposed project pose any safety concerns?		Yes	<u>No</u>

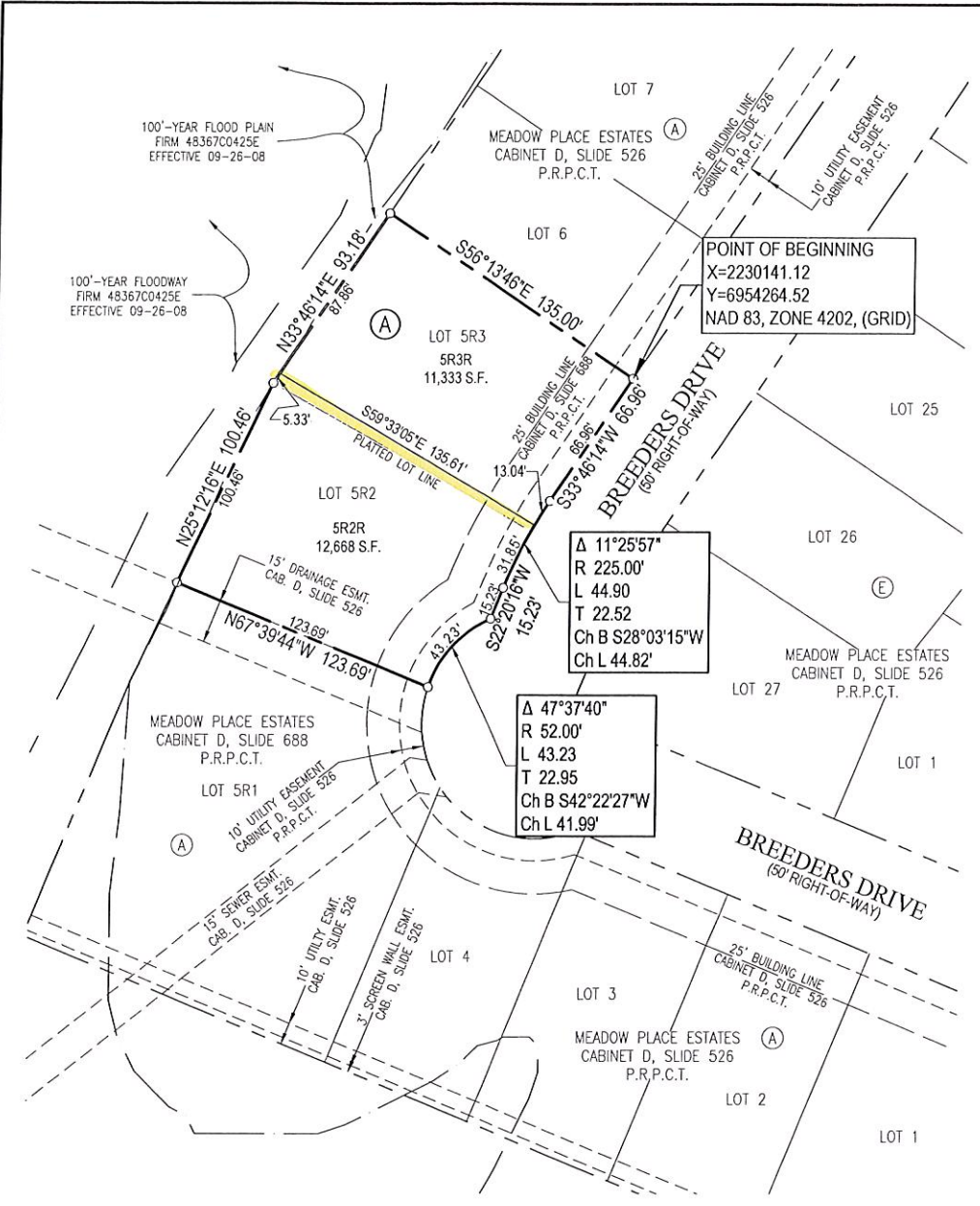
Approved

Not Approved

Needs More Information or Corrections

Flood Plain Manager Approval Signature:

DEREK TURNER Date: 10/16/18



NOTES:
1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM RESOLVED OPUS SOLUTIONS.
2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR PARKER COUNTY, TEXAS, DATED SEPT. 26, 2008 MAP NO. 48367C0425E, THE PROPERTY DESCRIBED HEREIN DOES APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

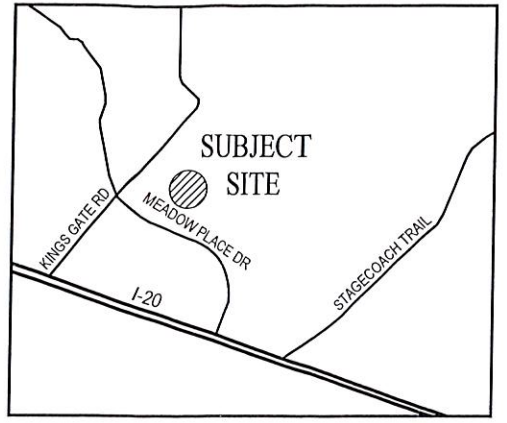
OWNER DEDICATION:
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
That, _____ acting herein by and through its duly authorized officer, Randy Pack, does hereby certify and adopt this plat designating the hereinabove described property as Lots 5R2R and Lot 5R3R, Block A, MEADOW PLACE ESTATES being a Re-Plat of Lots 5R2 and 5R3, Block A, MEADOW PLACE ESTATES, an addition to the City of Willow Park, Texas, as recorded in Cabinet D, Slide 688, Plat Records, Parker County, Texas and does hereby dedicate to the public use forever, the streets, easements, and encumbrances shown hereon.

- Parker County Holdings, LLC herein certifies the following:
- The public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
 - The easements, streets, and public use areas, as shown, are dedicated for the public use forever for the purposes indicated or shown on this plat.
 - No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City.
 - The City is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
 - Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and the City's use thereof.
 - The City and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or public use in the easements.
 - The City and public utilities shall at all times have a right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems or public use without the necessity of procuring permission from anyone.
 - Any modification of this document shall be by means of plat and shall be approved by the City.

This plat is approved subject to the conditions herein and to all platting ordinances, rules, regulations and resolutions of the City of Willow Park, Texas.

Witness my hand this the _____ day of _____, 2016.

By _____
NAME ?



BEING 0.55 acre situated in the JOHN FREEMAN SURVEY, Abstract No. 471, City of Willow Park, Parker County, Texas and being all of Lots 5R2 and 5R3, Block, MEADOW PLACE ESTATES, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 688, Plat Records, Parker County, Texas, said 0.55 acre being more particularly described, as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the west line of Breeders Drive (a 50 foot dedicated public Right-of-Way) at the east corner of said Lot 5R3 and being the south corner of Lot 6, Block 4, MEADOW PLACE ESTATES, an Addition to the City of Willow Park, Parker County, Texas, according to the Plat recorded in Cabinet D, Slide 526, Plat Records, Parker County, Texas, said BEGINNING point having a NAD 83, Zone 4202 (Grid) coordinate value of X=2230141.12 and Y=6954264.52, for reference;

THENCE along the west line of said Breeders Drive as follows:

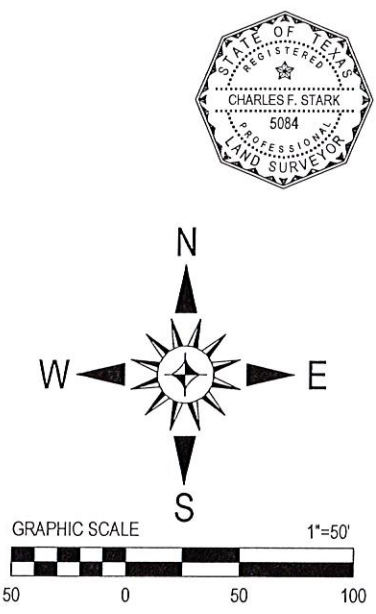
S 33°46'14" W, a distance of 66.96 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 225.00 feet and whose long chord bears S 28°03'15" Wm a chord distance of 44.82 feet; Along said curve in a southwesterly direction, through a central angle of 11°25'57", an arc distance of 44.90 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084"; S 22°20'16" W, a distance of 15.23 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 52.00 feet and whose long chord bears S 42°22'27" W, a chord distance of 41.99 feet; Along said curve in a southwesterly direction, through a central angle of 47°37'40", an arc distance of 43.23 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the southeast corner of said Lot 5R2;

THENCE N 67°39'44" W, leaving the west line of said Breeders Drive, along the south line of said Lot 5R2, a distance of 123.69 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the southwest corner of said Lot 5R2;

THENCE N 25°12'16" E, along the west line of said Lot 5R2, a distance of 100.46 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the northwest corner of said Lot 5R2 and being the southwest corner of said Lot 5R3;

THENCE N 33°46'14" E, along the west line of said Lot 5R3, a distance of 93.18 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the north corner of said Lot 5R3 and being the west corner of said Lot 6;

THENCE S 56°13'46" E, along the common line of said Lot 5R3 and said Lot 6, a distance of 135.00 feet to the POINT OF BEGINNING and containing 0.55 acre (24,001 square feet) of land, more or less.



SURVEYOR CERTIFICATE
I, Charles F. Stark, a Registered Professional Land Surveyor in the State of Texas hereby certify this drawing correctly reflects the facts found at the time of this survey and that this drawing correctly shows all visible easements and rights-of-way known to me at the time of this survey. Basis of Bearing for this plat is _____
Charles F. Stark, R.P.L.S. No. 5084

State of Texas
County of Parker
This instrument was witnessed before me by Charles F. Stark on the _____ of _____, 2018
Notary Public in and for the State of Texas

APPROVED BY THE CITY OF WILLOW PARK
APPROVED BY _____ CITY COUNCIL
SIGNED _____ MAYOR DATE _____
SIGNED _____ CITY ADMINISTRATOR DATE _____

FILED FOR RECORD
PARKER COUNTY, TEXAS PLAT RECORD
CABINET _____, SLIDE _____
DATE _____

- TOTAL NUMBER OF RESIDENTIAL LOTS = 2 LOTS.
- AVERAGE LOT SIZE - 70'x130' (9,100 sf).
- SMALLEST LOT SIZE - (9,001 sf).
- BUILDING SETBACK LINES
FRONT - 25 FEET
SIDE & REAR - 10 FEET
- SEWER SERVICE-CITY OF WILLOW PARK
- WATER SERVICE-CITY OF WILLOW PARK
- A PORTION OF THIS PROPERTY DOES LIE WITHIN A DESIGNATED 'AE' FLOODPLAIN ZONE PER FIRM MAP #48367C0425E
- THIS PROPERTY IS IN ALEDO ISD
- EXIST. ZONING "R5"

OWNER:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX



6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

JOB No. 291-9373
DATE SEPT 2018
SHEET

Final Plat Plat
Lots 5R2R & 5R3R, Block A
MEADOW PLACE ESTATES
An Addition to the City of Willow Park, Parker County, Texas
Sited in the
JOHN FROMAN SURVEY, ABSTRACT NO. 471
Parker County, Texas
Being a Replat of
Lots 5R2 & 5R3, Block A
MEADOW PLACE ESTATES
An Addition to the City of Willow Park, Parker County, Texas
According to the Plat recorded in Cabinet D, Slide 688
Plat Records, Parker County, Texas

Project No. 291-9373



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:

November 13, 2018

Department:

Admin

Presented By:

City Manager

AGENDA ITEM:

Quarterly Financial Reporting

BACKGROUND:

Jake Weber will present the Quarterly Financial Statement as of September 30, 2018—which is also the last day of the previous FY.

STAFF/BOARD/COMMISSION RECOMMENDATION:

No Action Taken

EXHIBITS:

Quarterly Financial Statement

ADDITIONAL INFO:

FINANCIAL INFO:

Cost

\$

**Source of
Funding**

\$



City of Willow Park
Financial Update
Financial Reports as of September 30, 2018

Financial Highlights

	General	Water	Wastewater
-FYE 2017-2018 Revenue Actual	\$ 3,448,109	\$ 2,358,184	\$ 698,028
-FYE 2017-2018 Expense Actual	3,389,821	1,731,240	549,988
-FYE 2017-2018 Net Change	\$ 58,288	\$ 626,944	\$ 148,040
-FY 2017-2018 Revenue Budget	\$ 4,031,030	\$ 1,988,948	\$ 588,944
-FY 2017-2018 Expense Budget	\$ 4,028,143	\$ 1,923,724	\$ 487,721
-FYE 2017-2018 Revenue - Actual to Budget %	86%	119%	119%
-FYE 2017-2018 Expense - Actual to Budget %	84%	90%	113%

Capital Project Tracker

	Public Works Building	Ranch House Road	Temporary Package Plant
Original Net Bond Proceeds	\$ 5,205,000	\$ 3,110,000	\$ 2,660,000
Interest Earned to Date	88,365	43,707	12,883
Costs Incurred to Date	(832,255)	(1,383,330)	(2,518,702)
Remaining to Spend	\$ 4,461,110	\$ 1,770,377	\$ 154,181

Monthly Performance

	Sep-18	Sep-17	Change
General Fund			
Revenue			
Property Tax & Other Taxes	\$ 112,504	\$ 71,829	\$ 40,675
Franchise Fees	376	97,296	(96,920)
Development & Permit Fees	16,058	25,931	(9,873)
Fines & Forfeitures/Other Revenue	(5,533)	24,636	(30,169)
Expenses			
Personnel Expense	174,048	125,718	48,329
Supplies (Maintenance & Operations)	35,482	31,256	4,225
Utilities	8,740	12,313	(3,572)
Operational & Contractual Services	81,933	44,669	37,263
Capital Outlay & Interfund Transfer	115,779	(550)	116,330
Net Income (Loss)	\$ (292,577)	\$ 6,286	\$ (298,863)
Water & Wastewater Funds			
Revenue	\$ 269,146	\$ 332,053	\$ (62,907)
Expense			
Personnel Expense	49,609	62,531	(12,922)
Supplies (Maintenance & Operations)	15,716	18,645	(2,929)
Utilities	14,348	12,541	1,807
Operational & Contractual Services	48,118	(2,659)	50,777
Capital Outlay/Debt Service	89,439	155,691	(66,252)
Net Income (Loss)	\$ 51,915	\$ 85,304	\$ (33,389)

General Fund
Profit & Loss Budget vs Actual
For the Fiscal Year Ended September 30, 2018

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenue					
Property Tax & Other Taxes					
M & O TAX	\$ 1,511,672	\$ 1,190,744	\$ 1,360,340	\$ 151,332	90%
SALES TAX	896,426	831,932	1,001,798	(105,372)	112%
MIXED BEVERAGE TAX	20,440	20,464	28,020	(7,580)	137%
AUTO/TRAILER TAXES	-	210	243	(243)	0%
DELINQUENT TAXES	15,000	18,232	5,442	9,558	36%
Total Property Tax & Other Taxes	2,443,538	2,061,582	2,395,844	47,694	98%
Franchise Fees					
TXU ELECTRIC	168,500	168,662	164,836	3,664	98%
A T & T	71,016	72,900	60,018	10,998	85%
TEXAS GAS	3,700	3,715	7,826	(4,126)	212%
MISC. FRANCHISE	2,700	3,659	6,055	(3,355)	224%
MESH NET	3,024	3,024	2,772	252	92%
WATER FRANCHISE FEE	98,020	98,020	98,020	-	100%
WASTEWATER FRANCHISE FEES	28,553	-	28,553	-	100%
Total Franchise Fees	375,513	349,981	368,080	7,433	98%
Development & Permit Fees					
BUILDING PERMITS	120,000	131,745	222,063	(102,063)	185%
HEALTH PERMITS	9,000	10,175	11,465	(2,465)	127%
SUBCONTRACTORS PERMITS	12,000	41,595	21,585	(9,585)	180%
REGISTRATION FEES	7,500	9,670	7,210	290	96%
OSSF PERMITS	1,200	11,200	4,200	(3,000)	350%
WELL APPLICATION FEE	-	-	1,500	(1,500)	0%
PLAN REVIEW	25,000	57,021	65,950	(40,950)	264%
BACKFLOW INSPECTIONS	-	200	100	(100)	0%
RE - INSPECTION	-	100	500	(500)	0%
SPECIAL EVENT PERMITS	-	-	100	(100)	0%
REVIEWS/ REQUESTS	2,000	1,973	5,358	(3,358)	268%
METER RELEASE	-	434	9,000	(9,000)	0%
RENTAL INSPECTIONS	400	300	-	400	0%
IRRIGATION	-	100	300	(300)	0%
LATE HOURS ALOCHOL PERMIT FEE	-	-	785	(785)	0%
NSF FEES	-	35	-	-	0%
Total Development & Permit Fees	177,100	264,548	350,116	(173,016)	198%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Fines & Forfeitures					
NON-PARKING	195,000	188,080	138,801	56,199	71%
PARKING	1,000	1,260	1,300	(300)	130%
WARRANTS/CAPIAS	1,200	1,172	1,308	(108)	109%
STATE LAW - CLASS C	13,500	17,588	14,926	(1,426)	111%
COURT ADMINISTRATION	100	15,721	35,379	(35,279)	35379%
COURT SECURITY	3,500	4,608	-	3,500	0%
TIME PAYMENT	600	570	238	363	40%
MC TECH FEE	5,500	6,644	-	5,500	0%
SEAT BELT	1,000	433	595	405	60%
Total Fines & Forfeitures	221,400	236,077	192,546	28,854	87%
Other Revenue					
INTEREST - OPERATING FUND	-	5,865	21,459	(21,459)	0%
FIRE ALARMS	1,000	2,500	11,000	(10,000)	1100%
FIRE SPRINKLER	1,000	-	10,000	(9,000)	1000%
VFD CONTRIBUTIONS	-	61	2,016	(2,016)	0%
SERVICE REVENUE	-	100	-	-	0%
REVENUE RECOVERY	-	2,940	10,947	(10,947)	0%
REFUNDS/ BANK CREDITS	-	3,688	1,832	(1,832)	0%
OTHER REIMBURSEABLES	-	638	(136)	136	0%
FIRE SPRINKLER	-	2,000	500	(500)	0%
OPEN RECORDS FEES	-	-	138	(138)	0%
COURT TECHNOLOGY	-	210	-	-	0%
MISCELLANEOUS	-	1,016	757	(757)	0%
POLICE CONTRIBUTIONS	-	78	1,308	(1,308)	0%
ACCIDENT REPORTS	600	836	681	(81)	114%
GRANT FUNDS	19,875	-	-	19,875	0%
FOUND PROPERTY	-	-	192	(192)	0%
ROAD CONTRIBUTIONS	-	-	195	(195)	0%
PARK CONTRIBUTIONS	-	4,810	124	(124)	0%
USPS CONTRACT UNIT	5,004	7,038	4,105	899	82%
CERTIFICATE OF OCCUPANCY	1,000	1,400	4,650	(3,650)	465%
BOND PROCEEDS	-	406,651	71,755	(71,755)	0%
FROM GENERAL FUND RESERVES	785,000	-	-	785,000	0%
Other Revenue	813,479	439,832	141,523	671,956	17%
Total Revenue	4,031,030	3,352,020	3,448,109	582,921	86%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Expenditures					
Personnel					
SALARIES	1,587,659	1,545,398	1,570,873	16,786	99%
PAYROLL EXPENSE	24,256	35,257	23,441	815	97%
WORKERS COMPENSATION	37,296	30,498	29,679	7,617	80%
HEALTH INSURANCE	224,273	161,502	201,317	22,956	90%
RETIREMENT	120,779	111,246	125,254	(4,475)	104%
UNEMPLOYMENT INSURANCE	5,985	654	5,018	967	84%
CELL PHONE STIPEND	6,480	2,991	6,327	153	98%
CERTIFICATE PAY	14,399	6,460	12,162	2,237	84%
OVERTIME	68,898	40,562	68,176	722	99%
FLOATER SHIFTS	16,000	414	6,433	9,567	40%
DENTAL INSURANCE	15,809	10,398	14,107	1,702	89%
LIFE INSURANCE	5,250	4,158	3,365	1,885	64%
PHYSICALS & GYM MEMBERSHIPS	4,640	59	3,940	700	85%
ACCRUED COMP & VACATION	-	-	7,524	(7,524)	0%
PERSONNEL SUPPORT	-	-	2,658	(2,658)	0%
BAILIFF DUTIES	1,400	600	1,175	225	84%
Total Personnel	2,133,124	1,950,198	2,081,448	51,676	98%
Supplies (Maintenance & Operations)					
POSTAGE & SHIPPING	10,216	1,943	8,498	1,718	83%
OFFICE SUPPLIES	12,360	9,821	14,328	(1,968)	116%
FLOWERS/GIFTS/PLAQUES	1,700	6,832	6,382	(4,682)	375%
BASIC OPERATING SUPPLIES	13,729	17,045	6,427	7,302	47%
PRINTING & BINDING	1,800	1,622	1,263	537	70%
MINOR EQUIPMENT: OFFICE	5,168	1,229	13,818	(8,650)	267%
MV OILS, LUBRICANTS & FLUIDS	500	-	218	282	44%
MV REPAIR & MAINTENACE	33,399	38,010	50,742	(17,343)	152%
UNIFORMS & SUPPLIES	21,481	6,138	18,566	2,916	86%
PAVING MATERIALS	-	17,098	-	-	0%
TRAFFIC & STREET SIGNS	3,500	317	1,692	1,808	48%
FINANCE CHARGES	200	543	587	(387)	293%
USPS CONTRACT UNIT	1,500	1,794	796	704	53%
PPE AND SUPPLIES	23,942	-	22,780	1,162	95%
MEDICAL SUPPLIES	5,840	2,017	4,600	1,240	79%
FOAM SUPPLIES	1,750	-	1,716	34	98%
ROAD ABSORBENT SUPPLIES	1,606	-	1,500	106	93%
MINOR TOOLS	2,000	-	-	2,000	0%
EQUIPMENT	500	468	-	500	0%
MISC. TOOLS/SUPPLIES	2,000	-	347	1,653	17%
ASPHALT MATERIALS	31,200	-	7,378	23,822	24%
ROAD BASE MATERIALS - PAVING	20,000	-	8,913	11,087	45%
ICE & INCLEMENT WEATHER	4,500	-	-	4,500	0%
CONCRETE REPLACEMENT	15,000	-	975	14,025	7%
DRAINAGE	20,500	-	1,142	19,358	6%
BARRICADES/MARKERS	2,500	-	-	2,500	0%
SAFETY EQUIPMENT & SUPPLIES	10,709	1,183	9,209	1,500	86%
BUILDING & FACILITIES REPAIRS	9,543	28,087	9,842	(299)	103%
PUBLIC WORKS BUILDING	1,000	-	134	867	13%
FACILITIES MAINT SUPPLIES	3,000	11,163	2,318	682	77%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
MINOR EQUIPMENT: FIELD	4,832	16,278	5,279	(447)	109%
OPERATING SUPPLIES NON CONSUMA	1,000	-	1,013	(13)	101%
SUBSCRIPTIONS & PUBLICATIONS	3,278	50	4,514	(1,236)	138%
PROMOTIONS	3,000	3,000	639	2,361	21%
MV FUEL	34,000	36,895	42,720	(8,720)	126%
MV TIRES, TUBES & BATTERIES	4,000	-	4,966	(966)	124%
SPECIAL EVENTS	500	-	-	500	0%
AMMUNITION & WEAPONS RELATED	800	-	698	102	87%
EMERGENCY RESPONSE SUPPLIES	7,120	6,298	3,256	3,864	46%
HEALTH PLAN REVIEWS	-	100	-	-	0%
Total Supplies (Maintenance & Operations)	319,673	207,931	257,256	62,417	80%
Utilities					
ELECTRICITY	32,400	34,369	33,582	(1,182)	104%
GAS	3,660	3,102	2,690	970	73%
TELEPHONE	14,400	7,771	-	14,400	0%
MOBILE TELEPHONE	1,700	-	-	1,700	0%
COMMUNICATION SERVICES	55,638	48,057	55,042	596	99%
Total Utilities	107,798	93,299	91,313	16,485	85%
Operational & Contractual Services					
TRAVEL & TRAINING	46,665	21,057	61,547	(14,882)	132%
CONSULTANTS & PROFESSIONALS	116,500	161,589	122,165	(5,665)	105%
ADVERTISING & LEGAL NOTICES	5,000	5,400	10,616	(5,616)	212%
PRINTING & BINDING	800	3	703	97	88%
PROPERTY & LIABILITY	46,000	41,556	38,191	7,809	83%
REPAIR & MAINTENANCE	-	11,355	604	(604)	0%
PROFESSIONAL LICENSE	500	158	168	333	34%
DUES & MEMBERSHIPS	5,546	13,220	12,005	(6,459)	216%
SPECIAL EVENTS	-	280	4,331	(4,331)	0%
PERMITS & APPLICATIONS	-	-	30	(30)	0%
LAB TESTING	-	7,222	1,323	(1,323)	0%
PROPERTY DAMAGE	-	-	658	(658)	0%
OTHER RENTAL	-	198	202	(202)	0%
CONTRACT STREET REPAIR	-	-	10,471	(10,471)	0%
FINANCE CHARGES	-	223	6	(6)	0%
FINES & PENALTIES	-	(86)	-	-	0%
LEGAL/CITY ATTORNEY	42,000	38,959	57,406	(15,406)	137%
ACCOUNTING & AUDITOR	56,700	57,311	47,043	9,657	83%
CONTRACTUAL SERVICES	136,448	134,657	195,021	(58,573)	143%
ELECTIONS ADMINISTRATION	5,000	1,357	4,868	132	97%
INMATE HOUSING	1,000	917	1,904	(904)	190%
MUNICIPAL JUDGE	12,000	7,000	10,500	1,500	88%
MAGISTRATE	2,000	2,000	2,800	(800)	140%
FOOD SERVICE INSPECTOR	5,700	3,775	7,300	(1,600)	128%
ENGINEERING/CITY ENGINEER	5,000	15,661	11,861	(6,861)	237%
SOLID WASTE COLLECTION	-	-	867	(867)	0%
SOFTWARE TECH SUPPORT	6,400	23,454	18,185	(11,785)	284%
EQUIPMENT TECH SUPPORT	18,025	-	14,436	3,589	80%
OSSF	-	30	-	-	0%
POOL INSPECTOR	1,650	675	450	1,200	27%
BLACKBOARD CONNECT	4,160	-	3,824	336	92%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
IT CONTRACT	26,964	31,336	27,230	(266)	101%
JURY SERVICE	200	(7)	-	200	0%
GOVERNMENT & MISC OPERATING	46,000	1,014	23,100	22,900	50%
EQUIPMENT RENTAL	9,560	11,566	8,320	1,240	87%
STREET MAINTENANCE	-	3,385	-	-	0%
ANIMAL CONTROL	49,500	22,500	37,125	12,375	75%
ECONOMIC DEVELOPMENT	-	-	25,000	(25,000)	0%
REIMBURSABLES & REFUNDS	-	-	80	(80)	0%
Total Operational & Contractual Services	649,318	617,761	760,340	(111,022)	117%
Capital Outlay					
58601 VEHICLES	-	406,651	-	-	0%
58602 TECHNOLOGY PROJECTS	-	8,700	9,095	(9,095)	0%
58606 CAPITAL PROJECT CONTRACTS	-	5,125	-	-	0%
58610 FACILITIES: CITY BUILDINGS	-	126	-	-	0%
58624 EQUIPMENT PURCHASE	25,000	-	71,755	(46,755)	287%
58646 PREDETERMINED PROJECT EXPENDIT	120,000	-	39,892	80,108	33%
58647 CAPITAL PROJECTS-RESERVE FUNDS	650,000	-	-	650,000	0%
58703 COURT TECHNOLOGY	11,300	6,359	-	11,300	0%
Total Capital Outlay	806,300	426,961	120,742	685,558	15%
Transfers & Restricted Funds					
INTERFUND TRANSFER	11,930	(73,656)	78,722		
Total Expenditures	4,028,143	3,222,495	3,389,821	705,114	84%
Net Income	\$ 2,887	\$ 129,525	\$ 58,288	\$ (122,193)	

Water Fund
Profit & Loss Budget vs Actual
For the Fiscal Year Ended September 30, 2018

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenue					
USER CHARGES	\$ 1,873,882	\$ 1,827,371	\$ 2,053,205	\$ (179,323)	110%
PENALTIES	15,000	33,439	26,415	(11,415)	176%
NEW ACCOUNT FEES	15,700	12,820	15,821	(121)	101%
TAP FEES	10,000	6,250	4,850	5,150	49%
IMPACT FEES	50,180	216,493	161,768	(111,588)	322%
INTEREST REVENUE	9,936	23,140	46,708	(36,772)	470%
METER FEE	5,000	20,603	29,497	(24,497)	590%
METER BOX FEE	5,000	5,250	5,750	(750)	115%
DEVELOPMENT CONTRIBUTION	-	40,360	-	-	0%
RECONNECT FEES	2,500	4,830	12,530	(10,030)	501%
RETURNED CHECK FEES	250	491	640	(390)	256%
REIMBURSEMENT FOR REPAIRS	-	150	-	-	0%
REFUNDS/ BANK CREDITS	1,500	2,176	-	1,500	0%
MISCELLANEOUS REVENUE	-	(5,382)	1,001	(1,001)	0%
ADJUSTMENT TO REVENUE	-	(25)	-	-	0%
OTHER REIMBURSABLES	-	395	-	-	0%
SALE OF ASSETS	-	25,297	-	-	0%
Total Revenue	1,988,948	2,213,659	2,358,184	(369,236)	119%
Expenditures					
Personnel					
SALARIES	257,131	293,356	312,129	(54,998)	121%
PAYROLL EXPENSE	3,972	16,714	5,557	(1,585)	140%
WORKERS COMPENSATION	6,216	6,100	7,914	(1,698)	127%
HEALTH INSURANCE	38,447	42,916	51,326	(12,879)	133%
RETIREMENT	19,779	32,224	25,257	(5,478)	128%
UNEMPLOYMENT INSURANCE	1,026	199	1,332	(306)	130%
CELL PHONE STIPEND	1,080	1,309	3,196	(2,116)	296%
EXTRA HELP	-	7,758	-	-	0%
CERTIFICATE PAY	2,280	268	501	1,779	22%
OVERTIME	16,817	19,825	26,305	(9,488)	156%
DENTAL INSURANCE	2,710	2,381	3,511	(801)	130%
LIFE INSURANCE	900	928	933	(33)	104%
ACCRUED COMP & VACATION	-	30,010	-	-	0%
Total Personnel	350,358	453,986	437,961	(87,603)	125%
Supplies (Maintenance & Operations)					
POSTAGE & SHIPPING	11,520	15,452	12,114	(594)	105%
OFFICE SUPPLIES	3,500	6,965	4,605	(1,105)	132%
FLOWERS/GIFTS/PLAQUES	300	-	417	(117)	139%
BASIC OPERATING SUPPLIES	2,000	690	1,079	921	54%
MINOR EQUIPMENT: OFFICE	3,000	402	1,212	1,789	40%
MV REPAIR & MAINTENANCE	16,000	15,635	8,002	7,998	50%
UNIFORMS & SUPPLIES	6,500	4,542	2,414	4,087	37%
FINANCE CHARGES	1,800	2,300	3,589	(1,789)	199%
MISC. TOOLS/SUPPLIES	4,000	-	1,150	2,851	29%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
ICE & INCLEMENT WEATHER	2,000	-	-	2,000	0%
CHEMICALS	10,000	-	10,470	(470)	105%
FIRE HYDRANTS	10,500	-	1,470	9,030	14%
ROAD BASE MATERIAL - MAIN BREA	6,000	-	1,700	4,300	28%
SAND	4,000	-	-	4,000	0%
TOP SOIL	3,000	-	611	2,389	20%
SAFETY EQUIPMENT & SUPPLIES	2,500	-	18	2,482	1%
BUILDING & FACILITIES REPAIRS	5,800	5,339	3,886	1,914	67%
FACILITIES MAINT SUPPLIES	3,000	5,010	882	2,118	29%
MINOR EQUIPMENT: FIELD	3,000	2,104	2,315	685	77%
SUBSCRIPTIONS & PUBLICATIONS	2,000	-	315	1,685	16%
MV FUEL	30,000	20,439	18,802	11,198	63%
WATER DISTRIBUTION SUPPLIES	90,000	112,874	43,865	46,135	49%
WATER PRODUCTION SUPPLIES	40,000	45,650	133	39,867	0%
Total Supplies (Maintenance & Operations)	260,420	237,401	119,048	141,372	46%
Utilities					
ELECTRICITY	100,000	89,447	79,509	20,491	80%
TELEPHONE	-	354	-	-	0%
MOBILE TELEPHONE	5,700	4,275	6,122	(422)	107%
COMMUNICATION SERVICES	6,132	8,071	6,731	(599)	110%
Total Utilities	111,832	102,147	92,362	19,470	83%
Operational & Contractual Services					
TRAVEL & TRAINING	3,000	2,373	1,618	1,382	54%
CONSULTANTS & PROFESSIONALS	25,000	21,679	27,423	(2,423)	110%
ADVERTISING & LEGAL NOTICES	1,000	307	-	1,000	0%
PRINTING & BINDING	-	-	482	(482)	0%
PROPERTY & LIABILITY	5,000	4,408	5,462	(462)	109%
REPAIR & MAINTENANCE	-	19,123	80	(80)	0%
DUES & MEMBERSHIPS	1,000	432	449	551	45%
PERMITS & APPLICATIONS	5,000	4,799	4,550	450	91%
LAB TESTING	-	-	840	(840)	0%
PROPERTY DAMAGE	2,500	(711)	-	2,500	0%
FINANCE CHARGES	-	480	12	(12)	0%
FINES & PENALTIES	-	39	-	-	0%
ACCOUNTING & AUDITOR	8,200	16,463	15,813	(7,613)	193%
CONTRACTUAL SERVICES	-	5,698	-	-	0%
ENGINEERING/CITY ENGINEER	36,000	14,879	75,315	(39,315)	209%
SOLID WASTE COLLECTION	-	-	2,698	(2,698)	0%
SOFTWARE TECH SUPPORT	4,000	4,160	187	3,813	5%
BLACKBOARD CONNECT	1,040	-	956	84	92%
IT CONTRACT	3,850	4,032	3,849	1	100%
WELL SITE MAINTENANCE	20,000	30,102	29,233	(9,233)	146%
EQUIPMENT MAINTENANCE	2,000	1,361	3,531	(1,531)	177%
WATER TANK MAINTENANCE	6,000	-	5,512	488	92%
BUILDING MAINT - WELL SITES	3,000	-	-	3,000	0%
GOVERNMENT & MISC. OPERATING	-	11,607	-	-	0%
EQUIPMENT RENTAL	5,000	3,795	5,017	(17)	100%
WATER DISTRIBUTION CONTRACTUAL	45,000	34,654	11,371	33,629	25%
WATER PRODUCTION CONTRACTUAL	50,000	56,793	60,372	(10,372)	121%
Total Operational & Contractual Services	226,590	236,471	254,768	(28,178)	112%

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Capital Outlay					
CAPITAL PROJECT CONTRACTS	10,000	-	-	10,000	0%
CAPITAL IMPROVEMENTS	-	39,590	-	-	0%
WATER PURCHASES (EMER WATER)	-	-	71,612	(71,612)	0%
UTILITIES: WATER DISTRIBUTION	65,000	37,693	31,072	33,928	48%
UTILITIES: WATER PRODUCTION	264,500	-	86,367	178,133	33%
TRANSFER OUT	-	(146)	-	-	0%
FRANCHISE FEES	98,020	98,020	98,020	-	0%
PAYING AGENT FEES	-	2,375	3,125	(3,125)	0%
DEBT SERVICE PAYMENTS	537,004	489,512	536,905	99	100%
Total Capital Outlay	974,524	667,044	827,101	147,423	85%
Total Expenditures	1,923,724	1,697,049	1,731,240	192,484	90%
Net Income	\$ 65,224	\$ 516,610	\$ 626,944	\$ (561,720)	

Wastewater Fund
Profit & Loss Budget vs Actual
For the Fiscal Year Ended September 30, 2018

	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenue					
USER CHARGES	\$ 549,979	\$ 479,582	\$ 556,584	\$ (6,605)	101%
TAP FEES	-	4,720	500	(500)	0%
IMPACT FEES	38,965	128,735	112,010	(73,045)	287%
INTEREST REVENUE	-	13,026	20,507	(20,507)	0%
DEVELOPMENT CONTRIBUTION	-	34,552	-	-	0%
REFUNDS/BANK CREDITS	-	220	2,446	(2,446)	0%
BORE FEES	-	-	5,980	(5,980)	0%
Total Revenue	588,944	660,835	698,028	(109,084)	119%
Expenditures					
Personnel					
SALARIES	75,802	76,036	77,106	(1,304)	102%
PAYROLL EXPENSE	1,130	896	1,240	(110)	110%
WORKERS COMPENSATION	2,072	2,033	1,979	93	95%
HEALTH INSURANCE	12,816	12,472	13,613	(797)	106%
RETIREMENT	5,628	1,719	6,274	(646)	111%
UNEMPLOYMENT INSURANCE	1,800	15	327	1,473	18%
CELL PHONE STIPEND	1,080	540	1,128	(48)	104%
CERTIFICATE PAY	1,080	540	1,128	(48)	104%
OVERTIME	2,142	1,534	3,700	(1,558)	173%
DENTAL INSURANCE	903	811	939	(36)	104%
LIFE INSURANCE	300	307	252	49	84%
ACCRUED COMP & VACATION	-	3,498	-	-	0%
Total Personnel	104,753	100,400	107,683	(2,930)	103%
Supplies (Maintenance & Operations)					
POSTAGE & SHIPPING	-	218	-	-	0%
OFFICE SUPPLIES	1,200	1,933	1,158	42	97%
BASIC OPERATING SUPPLIES	-	1,113	440	(440)	0%
MINOR EQUIPMENT: OFFICE	1,000	138	-	1,000	0%
MV OILS, LUBRICANTS & FLUIDS	1,800	-	-	1,800	0%
MV REPAIR & MAINTENANCE	4,000	934	433	3,567	11%
UNIFORMS & SUPPLIES	2,000	499	178	1,822	9%
WASTEWATER SUPPLIES	2,500	1,982	1,110	1,390	44%
MINOR TOOLS	1,000	-	194	806	19%
EQUIPMENT	4,000	-	562	3,438	14%
MISC. TOOLS/SUPPLIES	1,000	32	1,295	(295)	130%
CHEMICALS	10,000	-	6,035	3,965	60%
BELT PRESS SUPPLIES	5,000	-	1,915	3,085	38%
SAFETY EQUIPMENT & SUPPLIES	2,000	330	840	1,160	42%
BUILDING & FACILITIES REPAIRS	1,000	953	1,342	(342)	134%
FACILITIES MAINT SUPPLIES	-	25,364	824	(824)	0%
MINOR EQUIPMENT: FIELD	-	362	87	(87)	0%
MV FUEL	4,100	3,536	3,269	831	80%
WASTEWATER COLLECTION	5,000	1,867	8,195	(3,195)	164%
WASTEWATER TREATMENT	5,000	7,014	1,148	3,852	23%

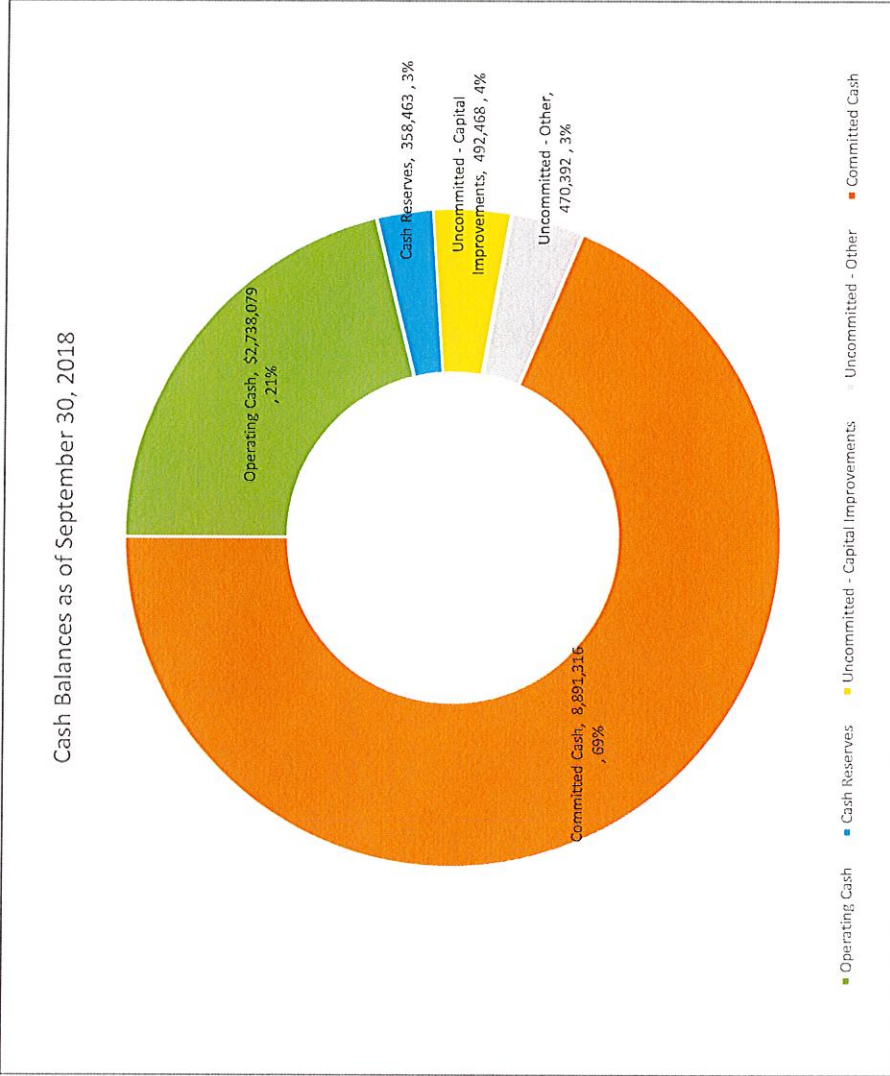
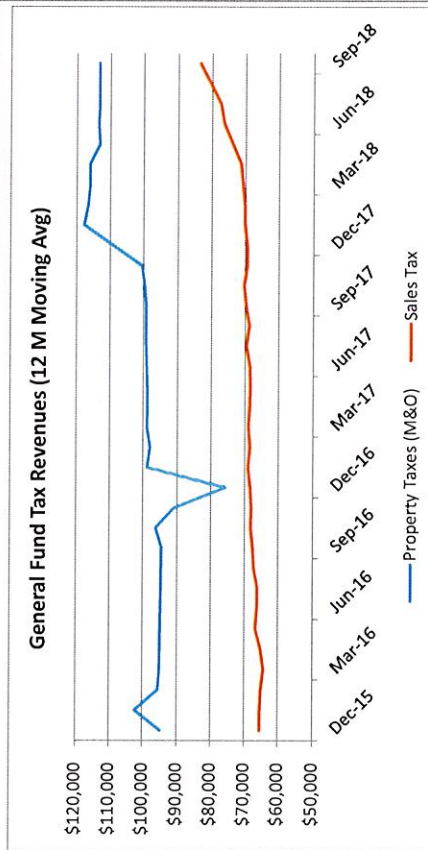
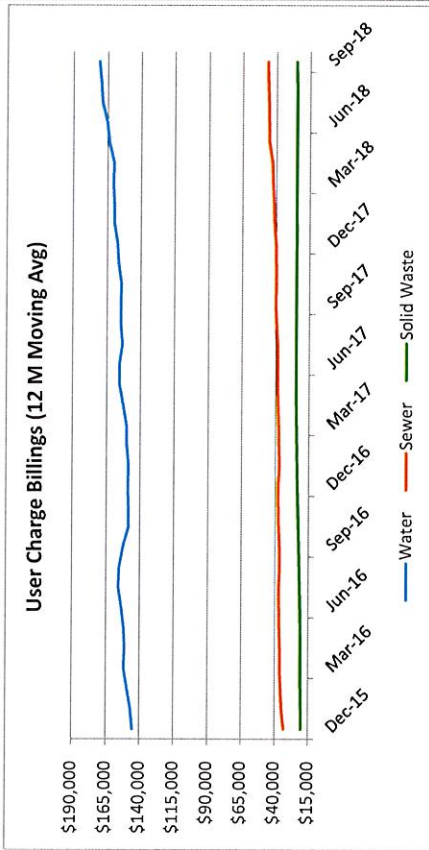
	Adopted Budget	PYTD Actual	YTD Actual	Amount Remaining	Pct Spent/ Collected
Total Supplies (Maintenance & Operations)	50,600	46,273	29,027	21,573	57%
Utilities					
ELECTRICITY	40,500	45,118	58,503	(18,003)	144%
MOBILE TELEPHONE	-	536	-	-	0%
COMMUNICATION SERVICES	-	434	-	-	0%
Total Utilities	40,500	46,089	58,503	(18,003)	144%
Operational & Contractual Services					
TRAVEL & TRAINING	3,000	3,153	1,920	1,080	64%
CONSULTANTS & PROFESSIONALS	-	(771)	60,267	(60,267)	0%
ADVERTISING & LEGAL NOTICES	-	769	952	(952)	0%
PROPERTY & LIABILITY	5,000	4,408	5,462	(462)	109%
REPAIR & MAINTENANCE	12,000	3,138	7,994	4,006	67%
DUES & MEMBERSHIPS	1,000	-	111	889	11%
PERMITS & APPLICATIONS	-	3,446	20	(20)	0%
LAB TESTING	12,500	485	11,477	1,023	92%
FINES & PENALTIES	-	2,446	-	-	0%
ACCOUNTING & AUDITOR	8,200	8,167	5,000	3,200	61%
CONTRACTUAL SERVICES	12,000	11,007	32,572	(20,572)	271%
ENGINEERING/CITY ENGINEER	12,000	2,708	4,010	7,990	33%
SLUDGE HAULING	32,500	29,273	39,978	(7,478)	123%
IT CONTRACT	4,000	4,032	3,849	151	96%
LIFT STATION EQUIPMENT MAINT	15,000	2,604	46,404	(31,404)	309%
GOVERNMENT & MISC OPERATING	-	2,595	-	-	0%
EQUIPMENT RENTAL	1,000	-	428	572	43%
Total Operational & Contractual Services	118,200	77,459	220,445	(102,245)	187%
Capital Outlay					
WASTEWATER TREATMENT	-	18,499	-	-	0%
CAPITAL PROJECT CONTRACTS	10,000	-	-	10,000	0%
DEBT ISSUANCE COSTS	-	55,784	-	-	0%
FRANCHISE FEES	28,553	-	28,553	-	100%
DEBT SERVICE PAYMENTS	135,115	43,509	105,775	29,340	78%
Total Capital Outlay	173,668	117,792	134,328	39,340	0%
Total Expenditures	487,721	388,013	549,988	(62,267)	113%
Net Income	\$ 101,223	\$ 272,822	\$ 148,040	\$ (46,817)	

**City of Willow Park
Bank Account Balances**

	<u>At 09/30/2018</u>	<u>At 06/30/2018</u>	<u>At 09/30/2017</u>
<u>General Fund</u>			
Operating Cash - General	\$ 645,411	\$ 1,050,292	\$ 488,365
General Fund Cash Reserve	231,008	230,043	227,903
TexStar General Fund Capital Improvements	1,032	1,027	1,016
TexStar General Fund Investment	116,206	115,640	114,434
General Fund CD - 431549	125,957	125,957	125,316
General Fund CD - 65686	123,668	123,254	122,713
	<u>1,243,282</u>	<u>1,646,213</u>	<u>1,079,747</u>
<u>Water Fund</u>			
Operating Cash - Water	1,188,636	989,689	920,751
Water Cash Reserve	127,455	126,922	125,742
Water Capital Improvements	287,469	286,268	283,606
TexStar Water Capital Improvements	1,537,427	1,529,939	1,513,992
TexStar Water Investment	128,194	127,569	126,240
Water Fund CD - 65712	63,414	63,202	62,972
Water Fund CD - 90271	50,227	50,227	49,971
Water Deposits - 56788	105,345	105,058	105,005
	<u>3,488,167</u>	<u>3,278,874</u>	<u>3,188,279</u>
<u>Wastewater Fund</u>			
Operating Cash - Wastewater	550,185	479,648	3,034,795
Wastewater Package Plant	154,181	551,665	-
Wastewater Capital Improvements	1,646	1,639	1,624
TexStar Wastewater	23,521	23,407	23,163
Wastewater Fund CD - 431557	27,695	27,695	27,554
	<u>757,228</u>	<u>1,084,054</u>	<u>3,087,136</u>
<u>Other Funds</u>			
Operating Cash - Solid Waste	353,847	337,280	350,758
Operating Cash - Court Security	31,370	-	-
Operating Cash - Court Technology	49,810	-	-
Operating Cash - General (Police Training)	7,690	10,932	1,329
Capital Equipment/Replacement Fund	158,919	158,255	35,216
Construction Fund - Building	4,461,110	4,402,500	4,576,222
Construction Fund - Roads	1,770,377	3,013,951	2,196,781
Debt Service (I&S)	424,845	544,437	292,523
Police Seizure (Federal)	1,619	1,612	1,599
Police Seizure (State)	12,563	12,184	19,218
Tourism	56,814	51,687	43,438
TIRZ Reimbursement Fund	36,330	36,178	-
TexStar Capital Equipment/Replacement	43,402	43,190	42,740
TexStar Economic Development	53,345	53,085	52,532
	<u>7,462,041</u>	<u>8,665,291</u>	<u>7,612,356</u>
Total Cash	\$ 12,950,718	\$ 14,674,432	\$ 14,967,518



City of Willow Park
Key Metrics & Trends
As of September 30, 2018





CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 11/13/2018	Department: Finance	Presented By: Candy Scott
------------------------------------	-------------------------------	-------------------------------------

AGENDA ITEM:

Software Upgrade

BACKGROUND:

The city has been using the STW software for utility billing for about 4 years and for finance and payroll for almost 2 years. There are a lot of steps that have to be taken in order to do any procedures in the software no matter which module you are working in, and we currently have issues with the compatibility of the STW software and the meter reading software.

Staff looked at both InCode and Asyst software programs and determined that the InCode software would be the best fit for the city. Staff followed the Texas Local Government Code for Cooperative Agreements for Purchases.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The staff recommends upgrading to the InCode Software

EXHIBITS:

License & Services Agreement – Financials, Payroll, Development & Utility Billing
License & Services Agreement – Municipal Court & Police Department
Texas Legal References for Cooperative Purchasing

ADDITIONAL INFO:	FINANCIAL INFO:	
	One Time Cost	\$ 151,464.00
	Annual Cost	\$ 19,654.00
	Source of Funding	

Texas Legal References

State Agencies:

Tex. Gov't. Code § 2156.181 (2017). Interstate Compacts and Cooperative Agreements for Procurements

(a) The commission may enter into one or more compacts, interagency agreements, or cooperative purchasing agreements directly with one or more state governments, agencies of other states, or other governmental entities or may participate in, sponsor, or administer a cooperative purchasing agreement through an entity that facilitates those agreements for the purchase of goods or services if the commission determines that the agreement would be in the best interest of the state.

(a-1) A compact or agreement described by this section may not be used to purchase services that are defined as part of the practice of engineering under Section 1001.003, Occupations Code, or architecture under Section 1051.001, Occupations Code.

(b) The commission may adopt rules to implement this section.

Local Governments:

Tex. Gov't. Code § 791.025 (2017). Contracts for Purchases

(a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

(d) In this section, "council of governments" means a regional planning commission created under Chapter 391, Local Government Code.

Tex. Gov't. Code § 271.102 (2017). Cooperative Purchasing Program Participation

(a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

- (1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;
- (2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract

made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

(3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

The information found on the Sourcewell website are provided for educational and informational purposes only. This information contained on the website, including any printed material derived from this website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information. Information here may be out of date, obsolete, or otherwise inaccurate. Please consult with a qualified attorney regarding any questions.



LICENSE AND SERVICES AGREEMENT

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

"WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 119867.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure court case management and e-citation software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;"

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

1. **"Agreement"** means this License and Services Agreement.
2. **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
3. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Investment Summary.
4. **"Client"** means the City of Willow Park, Texas.
5. **"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.
6. **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
7. **"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.
8. **"Effective Date"** means the date both parties sign this Agreement.

9. **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
10. **"Hosting Services"** means the hosting services we will provide for the Brazos Components for the fees set forth in the Investment Summary. Terms and conditions for the Hosting Services are set forth in Exhibit D.
11. **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
12. **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
13. **"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.
14. **"SLA"** means the service level agreement applicable to the Brazos Components. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit D.
15. **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
16. **"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.
17. **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
18. **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
19. **"Third Party Products"** means the Third Party Software and Third Party Hardware.
20. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.
21. **"Third Party Software"** means the third-party software, if any, identified in the Investment Summary.
22. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
23. **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
24. **"we", "us", "our"** and similar terms mean Tyler.
25. **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. Your license to use the Brazos Components is limited to the number of licenses identified in the Investment Summary. 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 software license rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. The Tyler Software is licensed, not sold.

2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

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

SECTION D – MAINTENANCE AND SUPPORT

1. This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and

continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

2. If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will: receive the lowest priority under our Support Call Process; (i) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches; (ii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software; (iii) be charged for a minimum of two (2) hours of support services for every support call; and, (iv) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

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

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. **Third Party Products Warranties.**

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and

pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2) “Invoice Disputes”.

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the

time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. **Force Majeure.** Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides

your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. **General Indemnification.**

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

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

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTEND ALLOWED UNDER APPLICABLE LAW, THIS SECTION H(4) "LIMITATION OF LIABILITY" AND SECTION H(5) "EXCLUSION OF CERTAIN DAMAGES" SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) "INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION" AND H(2) "GENERAL INDEMNIFICATION".

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers

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

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Non-discrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect on the terms and conditions of this Agreement. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

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

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

22. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Hosting Terms for Brazos Components Schedule 1: Service Level Agreement Schedule 2: Web Services – Hosted Application Terms
Exhibit E	Statement of Work

[Remainder of page is intentionally left blank; signature page to follow]

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

TYLER TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

Address for

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

With copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

CITY OF WILLOW PARK, TEXAS:

By: _____

Name: _____

Title: _____

Date: _____

Address for

Notices: The City of Willow Park
516 Ranch House Road
Willow Park, TX 76087

Attention: _____



EXHIBIT A
Investment Summary

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

[Remainder of page is intentionally left blank]

**Sales Quotation For**

Carrie West
 City of Willow Park
 516 Ranch House Rd
 Willow Park, TX 76087
 Phone: +1 (817) 205-3249
 Email: cwest@willowpark.org

Quoted By: Mark Northcutt
 Quote Expiration: 12/19/2018
 Quote Name: Willow Park Police-Brazos
 Quote Number: 2018-52280-2
 Quote Description: City of Willow Park Combined Brazos and Court

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$5,445	32	\$3,200	\$0	\$8,645	\$1,361
Incode Court Suite						
Criminal Court Case Mgt	\$4,400	48	\$4,800	\$0	\$9,200	\$1,100
Cashiering	\$0	4	\$400	\$0	\$400	\$0
Collection Agency Export Interface	\$1,100	0	\$0	\$0	\$1,100	\$275
Output Director	\$3,025	8	\$800	\$0	\$3,825	\$756
Brazos						
Interface: Tyler Incode Court Case Mgmt System	\$0	0	\$0	\$0	\$0	\$0
eCitation - Brazos Rapid Extension Framework - PDA (5)	\$4,250	0	\$0	\$0	\$4,250	\$893
	<i>Sub-Total:</i>		\$18,220	\$9,200	\$0	\$27,420
	<i>Less Discount:</i>		\$1,823			
TOTAL:	\$16,397	92	\$9,200	\$0	\$25,597	\$4,385

Tyler Software and Related Services - Annual

Tyler Software and Related Services - Annual		One Time Fees		
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Brazos				
Brazos Hosting Fee	0	\$0	\$0	\$298
Tyler Hosted Applications				
Notifications for Court	0	\$0	\$0	\$0
Court Online Component	0	\$0	\$0	\$900
	Sub-Total:	\$0	\$0	\$1,198
	TOTAL:	0	\$0	\$0
				\$1,198

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
-------------	----------	------------	----------------	-------------

2018-52280-2 -City of Willow Park Combined Brazos and Court

CONFIDENTIAL

1 of 3

Project Management	1	\$2,500	\$2,500	\$0
Set Up & Config	1	\$10,000	\$10,000	\$0
Standard Training Package	1	\$3,500	\$3,500	\$0
Online Application - Set up fee	1	\$800	\$800	\$0
TOTAL:			\$16,800	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
BTRY-TC7X-46MAH / Zebra EVM, TC7X Battery	5	\$55	\$0	\$275	\$0	\$0	\$0
TC700H-KC11ES-NA / Zebra EVM, HH, TC70	5	\$1,098	\$0	\$5,490	\$0	\$0	\$0
AC18177-5 / Zebra, ZQ500/RW QUAD Battery Charger	2	\$305	\$0	\$610	\$0	\$0	\$0
P1031365-059 / Zebra, ZQ520, Battery	5	\$64	\$0	\$320	\$0	\$0	\$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	5	\$588	\$0	\$2,940	\$0	\$0	\$0
Z1AE-TC70XX-5C00 / Zebra EVM, Warranty, TC70, 5 year	5	\$505	\$0	\$2,525	\$0	\$0	\$0
Z1AE-ZQ5X-5C0 / Zebra, Warranty, ZQ500, 5 year	5	\$298	\$0	\$1,490	\$0	\$0	\$0
PWR-BGA12V50W0WW / Zebra EVM, TC7X, Power Supply for Battery Charger	1	\$28	\$0	\$28	\$0	\$0	\$0
CBL-DC-375A1-01 / Zebra EVM, US DC Line Cord for Battery Charger	1	\$6	\$0	\$6	\$0	\$0	\$0
SAC-TC7X-4BTYP / Zebra EVM, TC7X, 4 Slot Battery Charger	1	\$109	\$0	\$109	\$0	\$0	\$0
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	1	\$419	\$0	\$419	\$0	\$0	\$0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	1	\$15	\$0	\$15	\$0	\$0	\$0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	1	\$57	\$0	\$57	\$0	\$0	\$0
23844-00-00R / Zebra EVM, US AC Line Cord, grounded	2	\$8	\$0	\$16	\$0	\$0	\$0
TOTAL:				\$14,300			\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$16,397	\$4,385
Total Tyler Annual	\$0	\$1,198
Total Tyler Services	\$26,000	\$0
Total Third Party Hardware, Software and Services	\$14,300	\$0
Summary Total	\$56,697	\$5,583

Comments

- Incode Notification for Courts (\$.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts (\$.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.
- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL(secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays \$2.50-\$3.50 fee per transaction for payment on-line.



EXHIBIT B
Invoicing and Payment Policy

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

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

1. **Tyler Software.**

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

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

2. **Professional Services.**

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

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

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

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

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

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

3. Other Services and Fees.

3.1 *Hosting Fees*: Hosting Fees for the Brazos Components identified in the Investment Summary are invoiced annually in advance on the Effective Date, and at our then-current rates on each anniversary thereof.

4. Third Party Products.

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

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, if any, 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, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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



EXHIBIT B

Schedule 1: Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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 (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will

be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

<input type="checkbox"/> Breakfast	15%
<input type="checkbox"/> Lunch	25%
<input type="checkbox"/> Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



EXHIBIT C
Maintenance and Support Agreement

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

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



EXHIBIT C
Schedule 1: Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

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

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

Issue Handling

Incident Tracking

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

Incident Priority

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

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



EXHIBIT D

Schedule 1: Hosting Terms for Brazos Components

1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit D, and the other applicable terms of this Agreement. If you fail to pay those fees, after advance written notice to you, we reserve the right to suspend delivery of our applicable Hosting Services.
2. We will utilize hosting services through a Third Party Services provider, Rackspace, in accordance with the terms set forth in the Investment Summary. The fees contained in the Investment Summary are subject to annual increases. You acknowledge and agree that, in our sole discretion, we may migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
3. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support your Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.
4. **Hosting Term.** The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, at our then-current rates, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.



EXHIBIT D
Schedule 1: Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the Hosting Services that Client has requested Tyler to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

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 Client's applications, content or equipment, or the acts or omissions of any of Client's service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for Client's use. Downtime does not include those instances in which only a Defect is present.

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.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

Client Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. Client may escalate through the hosting hotline. Client will receive a support incident number. Any Downtime is measured from the time Tyler intakes Client's support incident.

To track attainment, Client must document, in writing, all Downtime that Client has experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. Client must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation Client provides must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When Tyler's support team receives a call from Client that a Downtime has occurred or is occurring, Tyler will work with 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 Client to resume normal operations.

Upon timely receipt of Client's Downtime report, outlined above, 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 Client's Downtime report within thirty (30) days of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to Client's confirmed Downtime, Tyler will provide 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 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 total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to Client.
100%	95-97%	Remedial action will be taken at no additional cost to Client. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle

	will be posted to next billing cycle
--	-----------------------------------------

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. That report is available by contacting the hosting hotline through the support portal(s).

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 Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

Force Majeure

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 Client a signed request that said failure be excused. That writing will include the details and circumstances supporting Tyler's request for relief with clear and convincing evidence pursuant to this provision. Client will not unreasonably withhold its acceptance of such a request.



EXHIBIT D

Schedule 2: Web Services – Hosted Application Terms

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

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

business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. **Term**. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. **Nature of Website**. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. **Data Procurement**. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. **Limited License**. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. **Ownership of Data.** All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. **Fees.** You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



EXHIBIT E
Statement of Work

[Remainder of page is intentionally left blank]

Statement of Work

Tyler Technologies

Prepared for:

City of Willow Park

Bryan Grimes

516 Ranch House Road, Willow Park, TX 76087

Prepared by:

Kirk Cunningham

5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.

www.tylertech.com

Table of Contents

1	Executive Summary.....	42
1.1	Project Overview.....	42
1.2	Product Summary	42
1.3	Project Timeline	42
1.4	Project Methodology Overview	42
2	Project Governance.....	43
2.1	Client Governance.....	43
2.1.1	Client Project Manager	43
2.1.2	Steering Committee	43
2.1.3	Executive Sponsor(s).....	44
2.2	Tyler Governance	44
2.2.1	Tyler Project Manager.....	44
2.2.2	Tyler Implementation Management.....	44
2.2.3	Tyler Executive Management	44
2.3	Acceptance and Acknowledgment Process	44
3	Overall Project Assumptions.....	46
3.1	Project, Resources and Scheduling	46
3.2	Data Conversion.....	46
3.3	Data Exchanges, Modifications, Forms and Reports	47
3.4	Hardware and Software	47
3.5	Education	47
4	Implementation Stages.....	48
4.1	Work Breakdown Structure (WBS)	48
4.2	Initiate & Plan (Stage 1)	50
4.2.1	Tyler Internal Coordination & Planning	50
4.2.2	System Infrastructure Planning.....	51
4.2.3	Project/Phase Planning	52
4.2.4	Project Schedule	53
4.2.5	Stakeholder Presentation	54
4.2.6	Control Point 1: Initiate & Plan Stage Acceptance.....	55
4.3	Assess & Define (Stage 2).....	56

4.3.1	Fundamentals Review	56
4.3.2	Current/Future State Analysis.....	57
4.3.3	Data Conversion Planning & Mapping	58
4.3.4	Standard 3rd Party Data Exchange Planning.....	59
4.3.5	Modification Analysis & Specification, if contracted	60
4.3.6	Forms & Reports Planning	61
4.3.7	System Deployment	62
4.3.8	Control Point 2: Assess & Define Stage Acceptance	63
4.4	Build & Validate (Stage 3)	65
4.4.1	Configuration & Power User Training	65
4.4.2	Data Conversion & Validation	66
4.4.3	Standard 3rd Party Data Exchange Validation	67
4.4.4	Modification Delivery & Validation, if contracted	68
4.4.5	Forms & Reports Validation	69
4.4.6	Control Point 3: Build & Validate Stage Acceptance.....	70
4.5	Final Testing & Training (Stage 4)	71
4.5.1	Cutover Planning	71
4.5.2	User Acceptance Testing (UAT).....	72
4.5.3	End User Training	73
4.5.4	Control Point 4: Final Testing & Training Stage Acceptance	74
4.6	Production Cutover (Stage 5).....	75
4.6.1	Final Data Conversion, if applicable	75
4.6.2	Production Processing & Assistance	76
4.6.3	Transition to Tyler Support	77
4.6.4	Schedule Post-Production Services, if applicable	78
4.6.5	Control Point 5: Production Cutover Stage Acceptance	79
4.7	Phase/Project Closure (Stage 6).....	80
4.7.1	Close Phase/Project	80
4.7.2	Control Point 6: Phase/Project Closure Stage Acceptance	81
5	Roles and Responsibilities	82
5.1	Tyler Roles and Responsibilities	82
5.1.1	Tyler Executive Management	82

5.1.2	Tyler Implementation Management.....	82
5.1.3	Tyler Project Manager.....	82
5.1.4	Tyler Implementation Consultant	83
5.1.5	Tyler Sales	84
5.1.6	Tyler Software Support	84
5.2	City Roles and Responsibilities.....	84
5.2.1	City Executive Sponsor	84
5.2.2	City Steering Committee	84
5.2.3	City Project Manager	85
5.2.4	City Functional Leads	86
5.2.5	City Power Users	87
5.2.6	City End Users	87
5.2.7	City Technical Support	87
5.2.8	City Upgrade Coordinator	88
5.2.9	City Project Toolset Coordinator.....	88
5.2.10	City Change Management Lead	88
6	Glossary.....	89

1 Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Court
Brazos	eCitations

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

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

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

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

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

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

3.2 Data Conversion

- The City is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

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

3.4 Hardware and Software

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

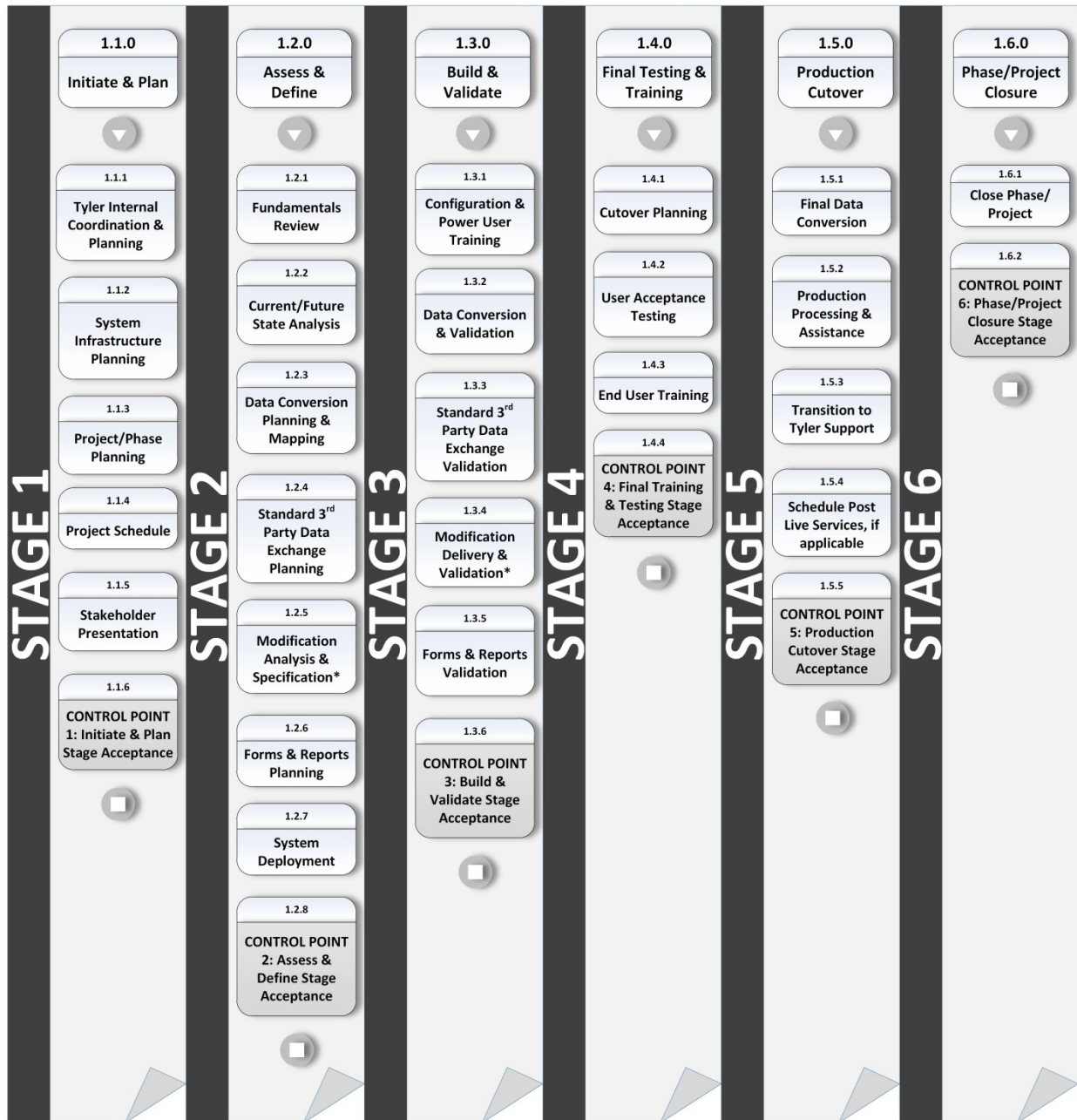
3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

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

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

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

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

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

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

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

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

4.2.5 Stakeholder Presentation

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

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

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

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

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

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

4.3.2 Current/Future State Analysis

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

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

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

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

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

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

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

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

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

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

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

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

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

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

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

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

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

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

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.

- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

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

4.4.2 Data Conversion & Validation

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

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

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

4.4.3 Standard 3rd Party Data Exchange Validation

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

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

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

4.4.4 Modification Delivery & Validation, if contracted

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

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

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

4.4.5 Forms & Reports Validation

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

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

STAGE 3				Forms & Reports Validation																				
				TYLER								CLIENT												
TASKS				Tyler Executive Manager									Client Executive Sponsor											
				Tyler Implementation Manager									Client Steering Committee											
				Tyler Project Manager	A	R							I	C										
				Tyler Implementation Consultant									C	C										
				Tyler Data Conversion Experts																				
				Tyler Forms & Reports Experts		C																		
				Tyler Modification Programmers																				
				Tyler Technical Support																				
				Tyler Sales																				
Standard Forms & Report training																								
Test Standard Forms & Reports						I	C		C				A	C		R			C					

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

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

4.4.6.2 Build & Validate Stage Acceptance Criteria

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

4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

4.5.2 User Acceptance Testing (UAT)

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

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

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

4.5.3 End User Training

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

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

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

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I	I		I	I	
			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

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

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

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

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

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

4.6.2 Production Processing & Assistance

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

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

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

4.6.3 Transition to Tyler Support

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

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

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

4.6.4 Schedule Post-Production Services, if applicable

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

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

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			C	C								A	R	I	C				I	
		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

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

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

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

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

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.2 City Roles and Responsibilities

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

5.2.1 City Executive Sponsor

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

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

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

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

these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.

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

5.2.4 City Functional Leads

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

- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

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

5.2.6 City End Users

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

5.2.7 City Technical Support

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

- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

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

5.2.9 City Project Toolset Coordinator

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

5.2.10 City Change Management Lead

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

6 Glossary

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

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

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



LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number _____.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure financial, personnel, and customer relationship management software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

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 Willow Park.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“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, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
 - 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
 - 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
 - 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**
2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
 3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
 4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

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

SECTION D – MAINTENANCE AND SUPPORT

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

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

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive

an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

SIGNATURE PAGE FOLLOWS

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 Willow Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

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

Address for Notices:

City of Willow Park
516 Ranch House Road
Willow Park, TX 76087
Attention: Bryan Grimes



Exhibit A

Investment Summary

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK



Quoted By: Kirk Cunningham
 Quote Expiration: 12/12/2018
 Quote Name: City of Willow Park LGD-FIN-UB-TCM
 Quote Number: 2018-51951
 Quote Description: Incode 10 FIN-UB-CRM-TCM O P 9-26-18

Sales Quotation For
 Bryan Grimes
 City of Willow Park
 516 Ranch House Rd
 Willow Park, TX 76087
 Phone: +1 (817) 205-3249
 Email: bgrimes@willowpark.org

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Financial Management Suite						
Core Financials	\$9,995	80	\$8,000	\$0	\$17,995	\$2,499
Customer Relationship Management Suite						
Building Projects	\$3,300	40	\$4,000	\$0	\$7,300	\$825
Call Center	\$4,400	24	\$2,400	\$0	\$6,800	\$1,100
Utility CIS System	\$11,995	144	\$14,400	\$0	\$26,395	\$2,999
Cashiering	\$3,000	36	\$3,600	\$0	\$6,600	\$750
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$2,502	24	\$2,400	\$0	\$4,902	\$626
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)	\$10,995	92	\$9,200	\$0	\$20,195	\$2,749
Sub-Total:	\$46,187		\$44,000	\$0	\$90,187	\$11,548
Less Discount:	\$4,620					
TOTAL:	\$41,567	440	\$44,000	\$0	\$85,567	\$11,548

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Personnel Management Suite				
Employee Self Service (Employee Portal)	16	\$1,600	\$0	\$0
ESS Time & Attendance (Number of FTE Employees) (38)	28	\$2,800	\$0	\$456
Tyler Hosted Applications				
Utility Billing Online Component	0	\$0	\$0	\$912
Notifications for Utility Billing	0	\$0	\$0	\$0
Tyler U	0	\$0	\$0	\$1,155
IVR Solution for Utility Billing	0	\$0	\$0	\$0
Sub-Total:		\$4,400	\$0	\$2,523
TOTAL:	44	\$4,400	\$0	\$2,523

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$4,000	\$4,000	\$0
Online Application -Set up fee	1	\$800	\$800	\$0
TOTAL:			\$4,800	\$0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$41,567	\$11,548
Total Tyler Annual	\$0	\$2,523
Total Tyler Services	\$53,200	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$94,767	\$14,071



All City employees are included in ESS and Time and Attendance.

This is a Sourcewell agreement.

- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.



Exhibit B

Invoicing and Payment Policy

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

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

1. Tyler Software.

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

1.2 *Subscription Fees:* Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.

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

2. Professional Services.

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

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

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



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

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

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

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

3. Third Party Products.

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

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

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

3.4 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

4. 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, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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 (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



Exhibit C

Maintenance and Support Agreement

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

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

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

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



Exhibit C

Schedule 1

Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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



Issue Handling

Incident Tracking

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

Incident Priority

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

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D

Web Services – Hosted Application Terms

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

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or OpenEdge to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.



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



Exhibit E
Statement of Work

Statement of Work

Tyler Technologies

Prepared for:

City of Willow Park

Bryan Grimes

516 Ranch House Road, Willow Park, TX 76087

Prepared by:

Kirk Cunningham

5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.

www.tylertech.com

Table of Contents

1	Executive Summary	5
1.1	Project Overview	5
1.2	Product Summary	5
1.3	Initiate & Plan (Stage 1)	13
1.3.1	Tyler Internal Coordination & Planning	13
1.3.2	System Infrastructure Planning	14
1.3.3	Project/Phase Planning	15
1.3.4	Project Schedule	16
1.3.5	Stakeholder Presentation	17
1.3.6	Control Point 1: Initiate & Plan Stage Acceptance	18
1.4	Assess & Define (Stage 2)	19
1.4.1	Fundamentals Review	19
1.4.2	Current/Future State Analysis	20
1.4.3	Data Conversion Planning & Mapping	21
1.4.4	Standard 3rd Party Data Exchange Planning	22
1.4.5	Modification Analysis & Specification, if contracted	23
1.4.6	Forms & Reports Planning	24
1.4.7	System Deployment	25
1.4.8	Control Point 2: Assess & Define Stage Acceptance	26
1.5	Build & Validate (Stage 3)	28
1.5.1	Configuration & Power User Training	28
1.5.2	Data Conversion & Validation	29
1.5.3	Standard 3rd Party Data Exchange Validation	30
1.5.4	Modification Delivery & Validation, if contracted	31
1.5.5	Forms & Reports Validation	32
1.5.6	Control Point 3: Build & Validate Stage Acceptance	33
1.6	Final Testing & Training (Stage 4)	34
1.6.1	Cutover Planning	34
1.6.2	User Acceptance Testing (UAT)	35

1.6.3	End User Training	36
1.6.4	Control Point 4: Final Testing & Training Stage Acceptance	37
1.7	Production Cutover (Stage 5)	38
1.7.1	Final Data Conversion, if applicable	38
1.7.2	Production Processing & Assistance	39
1.7.3	Transition to Tyler Support	40
1.7.4	Schedule Post-Production Services, if applicable	41
1.7.5	Control Point 5: Production Cutover Stage Acceptance	42
1.8	Phase/Project Closure (Stage 6)	43
1.8.1	Close Phase/Project	43
1.8.2	Control Point 6: Phase/Project Closure Stage Acceptance	44
2	Roles and Responsibilities	45
2.1	Tyler Roles and Responsibilities	45
2.1.1	Tyler Executive Management	45
2.1.2	Tyler Implementation Management	45
2.1.3	Tyler Project Manager	45
2.1.4	Tyler Implementation Consultant	46
2.1.5	Tyler Sales	47
2.1.6	Tyler Software Support	47
2.1.7	Tyler Data Conversion Experts	47
2.2	City Roles and Responsibilities	47
2.2.1	City Executive Sponsor	47
2.2.2	City Steering Committee	48
2.2.3	City Project Manager	48
2.2.4	City Functional Leads	49
2.2.5	City Power Users	50
2.2.6	City End Users	50
2.2.7	City Technical Support	50
2.2.8	City Upgrade Coordinator	51
2.2.9	City Project Toolset Coordinator	51
2.2.10	City Change Management Lead	51
3	Glossary	52

4	Incode Conversion Summary	55
4.1	General Ledger – Chart of Accounts	55
4.2	General Ledger – Legacy/Historical Views	55
4.3	Accounts Payable – Vendor Master	55
4.4	Accounts Payable – Legacy/Historical Views	55
4.5	Personnel Management/Payroll - Standard	55
4.6	Personnel Management/Payroll – Legacy/Historical Views	55
4.7	Utility Billing - Standard	55
4.8	Utility Billing – Legacy/Historical Views	55

1 Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Financials
Incode	Personnel Management
Incode	Utility Billing
Incode	CRM
Tyler Content Manager	Document Management

1.1 Project Timeline

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

1.2 Project Methodology Overview

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

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of

project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

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

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

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

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

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the City may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

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

3.4 Hardware and Software

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

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City

will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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



* - If included in project scope

1.3 Initiate & Plan (Stage 1)

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

1.3.1 Tyler Internal Coordination & Planning

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

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

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

1.3.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

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

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

1.3.3 Project/Phase Planning

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

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

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	I						

1.3.4 Project Schedule

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

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

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

1.3.5 Stakeholder Presentation

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

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

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

1.3.6 Control Point 1: Initiate & Plan Stage Acceptance

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

1.3.6.1 Initiate & Plan Stage Deliverables

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

1.3.6.2 Initiate & Plan Stage Acceptance Criteria

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

1.4 Assess & Define (Stage 2)

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

1.4.1 Fundamentals Review

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

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

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

1.4.2 Current/Future State Analysis

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

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

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

1.4.3 Data Conversion Planning & Mapping

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

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

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

1.4.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

1.4.5 Modification Analysis & Specification, if contracted

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

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

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

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

1.4.6 Forms & Reports Planning

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

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

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I			I		

1.4.7 System Deployment

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

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

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

1.4.8 Control Point 2: Assess & Define Stage Acceptance

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

1.4.8.1 Assess & Define Stage Deliverables

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

1.4.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

1.5 Build & Validate (Stage 3)

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

1.5.1 Configuration & Power User Training

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

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

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

1.5.2 Data Conversion & Validation

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

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

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

1.5.3 Standard 3rd Party Data Exchange Validation

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

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

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

1.5.4 Modification Delivery & Validation, if contracted

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

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

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

1.5.5 Forms & Reports Validation

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

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

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

1.5.6 Control Point 3: Build & Validate Stage Acceptance

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

1.5.6.1 Build & Validate Stage Deliverables

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

1.5.6.2 Build & Validate Stage Acceptance Criteria

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

1.6 Final Testing & Training (Stage 4)

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

1.6.1 Cutover Planning

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

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

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

1.6.2 User Acceptance Testing (UAT)

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

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

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

1.6.3 End User Training

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

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

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

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

1.6.4 Control Point 4: Final Testing & Training Stage Acceptance

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

1.6.4.1 Final Testing & Training Stage Deliverables

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

1.6.4.2 Final Testing & Training Stage Acceptance Criteria

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

1.7 Production Cutover (Stage 5)

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

1.7.1 Final Data Conversion, if applicable

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

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

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

1.7.2 Production Processing & Assistance

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

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

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

1.7.3 Transition to Tyler Support

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

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

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

1.7.4 Schedule Post-Production Services, if applicable

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

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

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

1.7.5 Control Point 5: Production Cutover Stage Acceptance

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

1.7.5.1 Production Cutover Stage Deliverables

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

1.7.5.2 Production Cutover Stage Acceptance Criteria

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

1.8 Phase/Project Closure (Stage 6)

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

1.8.1 Close Phase/Project

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

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

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

1.8.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

1.8.2.1 Phase/Project Closure Stage Deliverables

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

1.8.2.2 Phase/Project Closure Stage Acceptance Criteria

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

2 Roles and Responsibilities

2.1 Tyler Roles and Responsibilities

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

2.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

2.1.2 Tyler Implementation Management

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

2.1.3 Tyler Project Manager

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

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

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

2.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

2.1.5 Tyler Sales

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

2.1.6 Tyler Software Support

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

2.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City discovers data anomalies and exception conditions.

2.2 City Roles and Responsibilities

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

2.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.

- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

2.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

2.2.3 City Project Manager

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

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

2.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.

- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

2.2.5 City Power Users

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

2.2.6 City End Users

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

2.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.

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

2.2.8 City Upgrade Coordinator

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

2.2.9 City Project Toolset Coordinator

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

2.2.10 City Change Management Lead

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

3 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

4 Incode Conversion Summary

4.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

4.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

4.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

4.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

4.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

4.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

4.7 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

4.8 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 13, 2018	Department: Development	Presented By: Derek Turner, P.E.
-------------------------------------------	-----------------------------------	--------------------------------------------

AGENDA ITEM:

8. Discussion/ Action: To consider and take action to award bid on Church Parking Lot.

BACKGROUND:

The City Willow Park entered into an agreement with St. Francis Episcopal Church to pave their parking lot in exchange for roadway easement.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends awarding the contract to the lowest bidder A&J Backhoe Services, LLC.

EXHIBITS:

1. Letter from Jacob and Martin
2. Bid Tab

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$142,803.00
	Source of Funding	Fund Balance

CITY OF WILLOW PARK
PROJECT NAME: ST. FRANCIS EPISCOPAL CHURCH
PARKING LOT REHABILITATION

Engineer: Jacob & Martin, LLC.
Weatherford, Texas

Bid Date: September 7, 2018 at 3:00PM

				A&J Bobcat Service, LLC 6300 Dewolfe Ln Fort Worth, TX 76135		Stabile & Winn, Inc. P.O. Box 79380 Saginaw, TX 76179		Quality Excavation, Ltd. 5580 US Hwy 377 Aubrey, TX 76227		GRod Construction, LLC 889 E. Rock Island Ave Boyd, TX 76023		Advanced Paving 2311 Joe Field Rd Dallas, TX 75229		Silver Star Construction, LLC 2509 Janice Ln Fort Worth, TX 76112	
		Qty	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	<u>For all Labor, Materials, Equipment and Incidentals to Furnish and Install the Following:</u>														
	BASE BID SCHEDULE														
1	Excavate and Remove 6" Existing Surface	580	CY	\$ 19.31	\$ 11,199.80 *	\$ 30.00	\$ 17,400.00	\$ 68.00	\$ 39,440.00	\$ 33.00	\$ 19,140.00	\$ 63.10	\$ 36,598.00	\$ 34.32	\$ 19,905.60 *
2	Subgrade Preparation	3,465	SY	\$ 2.31	\$ 8,004.15 *	\$ 1.00	\$ 3,465.00	\$ 3.00	\$ 10,395.00	\$ 9.50	\$ 32,917.50	\$ 7.90	\$ 27,373.50	\$ 2.15	\$ 7,449.75 *
3	Lime Stabilization	3,465	SY	\$ 10.39	\$ 36,001.35 *	\$ 7.00	\$ 24,255.00	\$ 11.15	\$ 38,634.75	\$ 10.00	\$ 34,650.00	\$ 12.25	\$ 42,446.25	\$ 9.80	\$ 33,957.00 *
4	Crushed Aggregate Base Course	580	CY	\$ 59.48	\$ 34,498.40 *	\$ 80.50	\$ 46,690.00	\$ 56.00	\$ 32,480.00	\$ 80.00	\$ 46,400.00	\$ 58.00	\$ 33,640.00	\$ 52.22	\$ 30,287.60 *
5	Prime Coat	840	Gal	\$ 13.52	\$ 11,356.80 *	\$ 4.00	\$ 3,360.00	\$ 3.00	\$ 2,520.00	\$ 3.00	\$ 2,520.00	\$ 5.00	\$ 4,200.00	\$ 12.07	\$ 10,138.80 *
6	2" Type C Hot Mix Asphalt	3,350	SY	\$ 11.05	\$ 37,017.50 *	\$ 15.00	\$ 50,250.00	\$ 13.15	\$ 44,052.50	\$ 13.75	\$ 46,062.50	\$ 13.60	\$ 45,560.00	\$ 22.23	\$ 74,470.50 *
7	Traffic Control	1	LS	\$ 2,300.00	\$ 2,300.00	\$ 1,200.00	\$ 1,200.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 9,936.44	\$ 9,936.44
8	Erosion Control	1	LS	\$ 2,425.00	\$ 2,425.00	\$ 500.00	\$ 500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 13,572.40	\$ 13,572.40
	<u>TOTAL BASE BID (Items 1 - 8)</u>				\$ 142,803.00		\$ 147,120.00		\$ 179,022.25		\$ 187,190.00		\$ 193,817.75		\$ 199,718.09

* = extension error



INTEGRITY
EXCELLENCE
TRUST

October 2, 2018

Mr. Bryan Grimes
City Administrator
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

Re: St. Francis Episcopal Church Parking Lot Rehabilitation

Dear Mr. Grimes:

We have reviewed the bids for the above referenced project. There were six bids received and accepted. The low bid was provided by A&J Bobcat Services, LLC. in the amount of \$142,803.00.

We've found no reason to disqualify either bidder and we would recommend award of the bid to A&J Backhoe Services, LLC for the total bid the amount of **\$142,803.00**.

Assuming Council concurs, we will begin preparing executable contract documents. Please feel free to contact me if you have any questions or concerns.

Sincerely,

JACOB | MARTIN

Derek Turner, P.E.
Firm No. F-2448

Enclosures



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 13, 2018	Department: Fire	Presented By: Chief Mike LeNoir
-------------------------------------------	----------------------------	-------------------------------------------

AGENDA ITEM:

Donating Surplus Equipment.

BACKGROUND:

This is all unused out dated surplus equipment to include old fire hose, radios, nozzles, gear, and tools that are no longer in-service nor will be used.

I have had multiple requests for all of these surplus items that have expired and need a formal process to discard appropriately.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approving a multi-use form for discarding surplus items

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:
November 13, 2018

Department:
Admin

Presented By:
City Manager

AGENDA ITEM:

Texas Gas Rate Filing

BACKGROUND:

On June 20, 2018, Texas Gas Service filed for a rate increase of \$1.042 million. TGS's request would have increased the average residential bill by \$6.03 and would have included a \$20 monthly customer charge for residential customers. Cities representatives sent a number of requests for information to the Company, met with the Company in person twice, consulted with the Texas Railroad Commission, attended the Railroad Commission hearing, and engaged in active settlement negotiations during the months of September and October. As a result of the cities' efforts, the amount of the rate increase was reduced by 41% to \$616,000. The average residential bill will increase by \$1.66 and will include a monthly customer charge of \$14. In addition, customers will receive a one-time credit in January of \$24.40 to flow back to customers the benefits of the lower corporate tax rate during 2018.

Additional details:

	Original Request	Settlement Offer
Revenue increase	\$1,042,175	\$616,295
Average residential bill increase	\$6.03	\$1.66
Average commercial bill increase	\$6.85	\$13.56
Residential customer charge	\$20, a \$9.25 increase	\$14.00, a \$3.25 increase
Commercial customer charge	\$45, a \$22.50 increase	\$40, a \$17.50 increase
ROE for future COSA filings	10%	9.50%

STAFF/BOARD/COMMISSION RECOMMENDATION:

Passage and approval of the negotiated gas rates for the City of Willow Park

EXHIBITS:

Gas Rate Supporting Documents

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

CITY OF WILLOW PARK, TEXAS

ORDINANCE NO. 782-18

AN ORDINANCE ESTABLISHING MAXIMUM RATES TO BE CHARGED FOR GAS SOLD TO CUSTOMERS BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., AN OKLAHOMA CORPORATION, IN THE CITY OF WILLOW PARK, TEXAS AND DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES.

WHEREAS, on June 20, 2018, Texas Gas Service Company, a Division of ONE Gas, Inc., (the "Company"), filed with the City of Willow Park, Texas, a Statement of Intent requesting an annual rate increase of \$1,042,179 for the North Texas Service Area;

WHEREAS, the City of Willow Park suspended the implementation of the Company's rate request until November 20, 2018;

WHEREAS, the Company provided public notice by direct mail on August 28, 2018, to all affected customers;

WHEREAS, the Company has agreed to reduce the requested rate increase by \$425,884 to a level of \$616,295 for the North Texas Service Area;

WHEREAS, the Company and the City of Willow Park agree to the terms as set forth in the Term of Agreement attached hereto as Exhibit A to this Ordinance and incorporated herein;

WHEREAS, the City of Willow Park, after study and consideration of the Company's revised Rate Schedules attached hereto as Exhibit B, desires to establish the maximum rates to be charged to its general service customers for gas sales service within the City of Willow Park; and

WHEREAS, the City of Willow Park, Texas finds that the Company is entitled to recover the revenues according to the rates, terms and conditions set forth on the attached Rate Schedules and under the Terms of Agreement as referenced in Exhibit A.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS THAT:

Section 1. Texas Gas Service Company, a Division of ONE Gas, Inc., its successors and assigns, hereby is authorized to provide the service and charge the rates as provided in its Rate Schedules which are attached hereto as Exhibit B and incorporated herein by reference in this Ordinance, as part of this Ordinance. The Rate Schedules attached as Exhibit B replace and supersede the Rate Schedules currently in effect in the North Texas Service Area.

Section 2. The attached Rate Schedules shall be made available to all eligible customers in the City of Willow Park and placed into effect for all bills of the Company with meters read on and after November 28, 2018.

Section 3. The Company will issue a one-time refund in the amount of approximately \$24.40 for each incorporated customer for the period of January 1 to the first billing cycle of the month following final passage of the Ordinance, to reflect changes to utility rates to account for the change in the federal corporate income tax rate due to the Federal Tax Cut and Jobs Act of 2017 and to reflect recovery of rate case expenses in the amount of \$199,363 actual expense incurred to date and up to \$25,000 in estimated expense, not to exceed actual incurred.

Section 4. The depreciation rates shall be as shown on the schedule of depreciation rates attached hereto as Exhibit C and incorporated herein by reference in this Ordinance.

Section 5. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith. All provisions of other ordinances not in conflict herewith shall remain in full force and effect.

Section 6. If any section, part or provision of this Ordinance is declared unconstitutional or invalid, by a court or regulatory authority of competent jurisdiction, then it is expressly provided, and it is the intention of the City of Willow Park in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 7. This Ordinance shall take effect immediately upon its passage and publication according to applicable law.

PASSED AND APPROVED ON 13th November, 2018.

ATTEST:

APPROVED:

Alicia Smith TRMC, City Secretary

Doyle Moss, Mayor

The Willow Park City Council in acting on Ordinance No. 782-18, did on the 13th day of November, 2018 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss, Mayor	_____	_____	_____
Vacant , Place 1	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Gary McKaughan, Place 5	_____	_____	_____

COST OF SERVICE ADJUSTMENT CLAUSE

A. APPLICABILITY

This Cost of Service Adjustment Clause applies to all gas sales and standard transportation rate schedules of Texas Gas Service Company (the "Company") currently in force in the incorporated areas of the Company's North Texas Service Area. All rate calculations under this tariff shall be made on a North Texas Service Area system wide basis. If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect annual changes in the Company's cost of service and rate base as computed herein.

B. EFFECTIVE DATE

Rate adjustments shall be made in accordance with the procedures described below on an annual basis. The Company shall make its annual filing no later than May 1, with the rate adjustments to be effective for meters read on or after the first billing cycle of August each year. The first filing pursuant to this tariff shall be no later than May 1, 2019 and shall be based on the financial results for the calendar year ending December 31, 2018.

C. COMPONENTS OF THE RATE ADJUSTMENT

Calculation of the rate adjustment will be based on operating expenses, return on investment, and Federal Income Tax. One half of the rate adjustment shall be included in the monthly Customer Charge and one half shall be included in the volumetric rates of the applicable gas sales and standard transportation rate schedules. The actual percentage change in total calendar year operating expenses shall not exceed three and one-quarter percent (3.25%), provided that the costs for the Company to provide public notice and reimburse City and Company rate case expenses as required herein, shall not be included in calculating the (3.25%) limitation. The Company shall file with each regulatory authority having original jurisdiction over the Company's rates the schedules specified below, by FERC Account, for the prior calendar year period. The schedules will be based upon the Company's audited financial data, as adjusted, and provided in a format that will allow for the same analysis as that undertaken of a Company Statement of Intent filing, and shall include the following information:

C.1 Operating Expenses - Operating expenses will be those reported as part of our audited financials that are reconciled to the general ledger and assigned to the North Texas Service Area level (either directly or allocated) in a manner consistent with the most recent North Texas Service Area rate case.

The applicable expenses are:

Depreciation and Amortization Expense (Account Nos. 403-405) *

Taxes Other Than FIT (Account No. 408) **

Operation and Maintenance Expenses (Account Nos. 850-894, excluding any cost of gas related expenses)

Customer Related Expenses (Account Nos. 901-916)

Administrative & General Expenses (Account Nos. 920-932)

Interest on Customer Deposits (Account No. 431)

This information will be presented with supporting calculations.

* Based on the last approved depreciation methods and lives.

** Includes Texas Franchise Tax. Excludes City Franchise Fees, Gross Receipts, and any other revenue-based tax.

All shared expenses allocated to the North Texas Service Area must be supported by workpapers containing the allocated amount, methodology and factors. The Company shall provide additional information for all operating expenses upon request by the regulatory authority during the ninety (90) day review period specified in Section D.

COST OF SERVICE ADJUSTMENT CLAUSE

C.2 Return on Investment - The rate of return will remain constant at 7.395% which reflects the capital structure and debt cost authorized in the most recent North Texas Service Area rate case and a return on equity of 9.5%. The return on investment is the rate of return multiplied by the rate base balance for the applicable calendar year.

The rate base balance is composed of:

Net Utility Plant in Service at year-end *

Plus:

Other Rate Base Items:

Materials and Supplies Inventories -13-month average
Prepayments – 13-month average
Prepaid Pension – 13-month average
Cash Working Capital – shall be set to zero (\$0)

Less:

Customer Deposits (Account No. 235) at year-end
Customer Advances (Account No. 252) at year-end
Deferred Federal Income Taxes at year-end, adjusted to reflect the federal income tax rate in C.3.

* Net Utility Plant in Service as shown by FERC account. Gross utility plant in service and accumulated depreciation by account will be shown separately

Supporting information for all rate base items shall be provided to the regulatory authority during the ninety (90) day review period specified in Section D upon request by the regulatory authority.

C.3 Federal Income Tax

Applicable calendar year federal income taxes will be calculated as follows:

Net Taxable Income (applicable calendar-year end rate base multiplied by rate of return from the most recent North Texas Service Area rate case included in Section C.2.)

Less: Interest on Long Term Debt (applicable calendar-year end rate base multiplied by debt cost component of return from the most recent North Texas Service Area rate case)

Multiplied by: Tax Factor $(0.21 / (1-0.21))$ or 0.26582.

The Tax Factor will be calculated using the federal income tax rate(s) in effect during the period revenues from the COSA will be collected, including newly enacted federal tax rates to the extent such new rates are known at the time of the annual filing.

C.4 Cost of Service Adjustment - The amount to be collected through the Cost of Service Adjustment will be the sum of the amounts from Sections C.1, C.2, and C.3 that total to the revenue requirement, less the calendar year actual non-gas revenue and other revenue (i.e., transportation revenue and service charges), adjusted for the revised Texas Franchise Tax described in Chapter 171 of the Texas Tax Code.

COST OF SERVICE ADJUSTMENT CLAUSE

The formula to calculate the Cost of Service Adjustment is:

$$[(C.1 \text{ Operating Expenses} + C.2 \text{ Return on Investment} + C.3 \text{ Federal Income Tax} - \text{Actual Non-Gas and Other Revenues})] \div (1 - \text{Texas Franchise Tax statutory rate})$$

C.5 Cost of Service Adjustment Rate

The Cost of Service Adjustment as calculated in Section C.4 will be allocated among the customer classes in the same manner as the cost of service was allocated among classes of customers in the Company's latest effective rates for the North Texas Service Area. One half of the Cost of Service Adjustment for each customer class will be converted into a per-customer per-month amount to produce the Customer Charge Adjustment Rate. The Customer Charge Adjustment Rate will be one half of the Cost of Service Adjustment as allocated to that class, divided by the average number of bills in each class for the North Texas Service Area. The Customer Charge Adjustment Rate, either an increase or decrease, will be included in the gas sales and standard transportation customer charges. The remaining half of the Cost of Service Adjustment for each customer class will be converted into a per Ccf amount to produce the Volumetric Adjustment Rate. The Volumetric Adjustment Rate will be one half of the Cost of Service Adjustment as allocated to that class, divided by the total annual volumes (Ccf) for each class for the North Texas Service Area. The Volumetric Adjustment Rate, either an increase or decrease, will be included in the gas sales and standard transportation volumetric charges.

C.6 Attestation

A sworn statement shall be filed by the Company's Director of Rates, affirming that the filed schedules are in compliance with the provisions of this tariff and are true and correct to the best of his/her knowledge, information, and belief. No testimony shall be filed.

C.7 Proof of Revenues

The Company shall also provide a schedule demonstrating the "proof of revenues" relied upon to calculate the proposed Cost of Service Adjustment rate. The proposed rates shall conform as closely as practicable to the revenue allocation principles in effect prior to the adjustment.

C.8 Notice

Notice of the annual Cost of Service Adjustment shall be provided in a form similar to that required under Section 104.103, TEX. UTIL. CODE ANN not later than the 60th day after the date the utility files the COSA with the regulatory authority. The notice to customers shall include the following information:

- a) a description of the proposed revision of rates and schedules;
- b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer class;
- c) the service area or areas in which the proposed rate adjustment would apply;
- d) the date the proposed rate adjustment was filed with the regulatory authority; and
- e) the Company's address, telephone number, and website where information concerning the proposed cost of service adjustment may be obtained.

COST OF SERVICE ADJUSTMENT CLAUSE

D. REGULATORY REVIEW OF ANNUAL RATE ADJUSTMENT

The regulatory authority with original jurisdiction will have a period of not less than ninety (90) days within which to review the proposed annual rate adjustment. During the review period, the Company shall provide additional information and supporting documents as requested by the regulatory authority and such information shall be provided within ten (10) working days of the original request.

The rate adjustment shall take effect for meters read on or after the first billing cycle of August each year. This Cost of Service Adjustment Rate Schedule does not limit the legal rights and duties of the regulatory authority. The Company's annual rate adjustment will be made in accordance with all applicable laws. If at the end of the ninety (90) day review period, the Company and the regulatory authority with original jurisdiction have not reached an agreement on the proposed Cost of Service Adjustment Rate, the regulatory authority may take action to deny such adjustment or approve a different adjustment. If at the end of the ninety (90) day review period, the regulatory authority takes no action, the proposed Cost of Service Adjustment Rate will be deemed approved.

The Company shall have the right to appeal any action by the regulatory authority to the Railroad Commission of Texas not later than the 30th day after the date of the final decision by the regulatory authority. Upon the filing of any appeal, the Company shall have the right to implement its Cost of Service Adjustment Rate, subject to refund.

To defray the cost, if any, of regulatory authorities conducting a review of Company's annual rate adjustment, Company shall reimburse the regulatory authorities for their reasonable expenses for such review. Any reimbursement contemplated hereunder shall be deemed a reasonable and necessary operating expense of the Company in the year in which the reimbursement is made.

A regulatory authority seeking reimbursement under this provision shall submit its request for reimbursement to the Company following the final approval of the COSA but no later than October 1 of the year in which the adjustment is made. The Company shall reimburse the regulatory authorities in accordance with this provision no later than thirty (30) days of receiving the request for reimbursement.

COST OF GAS CLAUSE

A. APPLICABILITY

This Cost of Gas Clause shall apply to all general service rate schedules of Texas Gas Service, a Division of ONE Gas, Inc. ("Company") in all its incorporated areas in the North Texas Service Area including Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas.

B. DEFINITIONS

1. Cost of Gas - The rate per billing unit or the total calculation under this clause, consisting of the Commodity Cost, the Reconciliation Component, any surcharges or refunds, Uncollectible Cost of Gas, and the revenue associated fees (including franchise fees) and taxes.
2. Commodity Cost - The Cost of Purchased Gas multiplied by the Purchase Sales Ratio plus an adjustment for any known and quantifiable under or over collection prior to the end of the reconciliation period.
3. Cost of Purchased Gas - The estimated cost for gas purchased by the Company from its suppliers or the estimated weighted average cost for gas purchased by the Company from all sources where applicable. Such cost shall include not only the purchase cost of natural gas, but shall also include all reasonable costs for services such as gathering, treating, processing, transportation, capacity and/or supply reservation, storage, balancing including penalties, and swing services necessary for the movement of gas to the Company's city gate delivery points. The cost of purchased gas may also include costs related to the purchase and transportation of Renewable Natural Gas (RNG). Renewable Natural Gas is the term used to describe pipeline-quality biomethane produced from biomass. The cost of purchased gas shall also include the value of gas withdrawn from storage and shall include gains or losses from the utilization of natural gas financial instruments which are executed by the Company in an effort to mitigate price volatility.
4. Reconciliation Component - The amount to be returned to or recovered from customers each month from December through August as a result of the Reconciliation Audit.
5. Reconciliation Audit - An annual review of the Company's books and records for each twelve-month period ending with the production month of August to determine the amount of over or under collection occurring during such twelve-month period. The audit shall determine: (a) the total amount paid for gas purchased by the Company (per Section B(3) above) to provide service to its general service customers during the period, including prudently incurred gains or losses on the use of natural gas financial instruments, (b) the revenues received from operation of the provisions of this cost of gas clause reduced by the amount of revenue associated fees and taxes paid by the Company on those revenues, (c) the total amount of refunds made to customers during the period and any other revenues or credits received by the Company as a result of relevant gas purchases or operation of this Cost of Gas Clause, (d) the total amount accrued during the period for imbalances under the transportation rate schedule(s) net of fees and applicable taxes, (e) the total amount of Uncollectible Cost of Gas during the period, and (f) an adjustment, if necessary, to remove lost and unaccounted for gas during the period for volumes in excess of five (5) percent of purchases.

Supersedes Rate Schedule Dated:
April 28, 2006 (Other cities)
June 5, 2006 (Breckenridge)

Meters Read On and After
November 28, 2018

COST OF GAS CLAUSE
(Continued)

6. Purchase/Sales Ratio - A ratio determined by dividing the total volumes purchased for general service customers during the twelve (12) month period ending June 30 by the sum of the volumes sold to general service customers during the same period. For the purpose of this computation all volumes shall be stated at 14.65 psia. Such ratio as determined shall in no event exceed 1.0526 i.e. $1/(1 - .05)$ unless expressly authorized by the applicable regulatory authority.
7. Reconciliation Account - The account maintained by the Company to assure that over time it will neither over nor under collect revenues as a result of the operation of the Cost of Gas Clause. Entries shall be made monthly to reflect: (a) the total amounts paid to the Company's supplier(s) for gas applicable to general service customers as recorded on the Company's books and records (per Section B(3) above), including prudently incurred gains or losses on the use of natural gas financial instruments, (b) the revenues produced by the operation of this Cost of Gas Clause, (c) refunds, payments, or charges provided for herein or as approved by the regulatory authority, (d) amounts accrued pursuant to the treatment of imbalances under any transportation rate schedule(s), (e) the total amount of Uncollectible Cost of Gas during the period and (f) an adjustment, if necessary, to exclude lost and unaccounted for gas during the period in excess of five (5) percent of purchases.
8. Uncollectible Cost of Gas - The amounts actually written off after the effective date of this rate schedule related to cost of gas will be tracked along with any subsequent recovery/credits related to the Cost of Gas Clause. Annually the charge offs minus recoveries will be included in the annual reconciliation and factored into the resulting reconciliation component.

C. COST OF GAS

In addition to the cost of service as provided under its general service rate schedules, the Company shall bill each general service customer for the Cost of Gas incurred during the billing period. The Cost of Gas shall be clearly identified on each customer bill.

D. DETERMINATION AND APPLICATION OF THE RECONCILIATION COMPONENT

If the Reconciliation Audit reflects either an over recovery or under recovery of revenues, such amount, plus or minus the amount of interest calculated pursuant to Section E below, if any, shall be divided by the general service sales volumes, adjusted for the effects of weather, growth, and conservation for the period beginning with the December billing cycle through the August billing cycle. The Reconciliation Component so determined to collect any revenue shortfall or to return any excess revenue shall be applied for a nine (9) month period beginning with the December billing cycle and continuing through the next August billing cycle at which time it will terminate.

Supersedes Rate Schedule Dated:
April 28, 2006 (Other cities)
June 5, 2006 (Breckenridge)

Meters Read On and After
November 28, 2018

COST OF GAS CLAUSE
(Continued)

E. INTEREST ON FUNDS

Concurrently with the Reconciliation Audit, the Company shall determine the amount by which the Cost of Gas was over or under collected for each month within the period of audit. If, on the average, the Company had overcollected during the period, it shall credit into the Reconciliation Account an amount equal to the average balance multiplied by 6%. If on the average, the Company had undercollected during the period, it shall debit into the Reconciliation Account an amount equal to the average balance multiplied by 6%. The Company shall also be allowed to recover a carrying charge calculated based on the monthly balances of gas in storage for the reconciliation period times the authorized rate of return.

F. SURCHARGE OR REFUND PROCEDURES

In the event that the rates and charges of the Company's supplier are retroactively reduced and a refund of any previous payments is made to the Company, the Company shall make a similar refund to its general service customers. Similarly, the Company may surcharge its general service customers for retroactive payments made for gas previously delivered into the system. Any surcharge or refund amount will be included in the Reconciliation Account.

Refunds or charges shall be entered into the Reconciliation Account as they are collected from or returned to the customers. For the purpose of this Section F, the entry shall be made on the same basis used to determine the refund or charge component of the Cost of Gas and shall be subject to the calculation set forth in Section (E) Interest on Funds, above.

G. COST OF GAS STATEMENT

The Company shall file a Cost of Gas Statement with the Regulatory Authority by the beginning of each billing month. The Cost of Gas Statement shall set forth: (a) the estimated Cost of Purchased Gas; (b) that cost multiplied by the Purchase/Sales Ratio; (c) the amount of the Cost of Gas caused by any surcharge or refund; (d) the Reconciliation Component; (e) the revenue associated fees and taxes to be applied to revenues generated by the Cost of Gas; (f) the Cost of Gas calculation, including gains and losses from hedging activities for the month; and (g) the beginning and ending date of the billing period. The statement shall include all data necessary for the Regulatory Authority to review and verify the calculations of the Cost of Gas.

Supersedes Rate Schedule Dated:
April 28, 2006 (Other cities)
June 5, 2006 (Breckenridge)

Meters Read On and After
November 28, 2018

COST OF GAS CLAUSE
(Continued)

H. ANNUAL RECONCILIATION REPORT

The Company shall file an Annual Reconciliation Report with the Regulatory Authority which shall include, but not necessarily be limited to:

1. A tabulation of volumes of gas purchased and costs incurred by month for the twelve months ending August 31.
2. A tabulation of gas units sold to general service customers and related Cost of Gas clause revenues for the twelve months ending August 31.
3. A summary of all other costs and refunds made during the year and their effect on the Cost of Gas Clause to date.
4. A tabulation of Uncollectible Cost of Gas during the period and its effect on the Cost of Gas Clause to date.

This report shall be filed concurrently with the Cost of Gas Statement for December. If the Regulatory Authority determines that an adjustment to the Reconciliation Component is required, such adjustment shall be included in the Reconciliation Component for the next annual Reconciliation Audit following the date of such determination.

Supersedes Rate Schedule Dated:
April 28, 2006 (Other cities)
June 5, 2006 (Breckenridge)

Meters Read On and After
November 28, 2018

RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer or builder in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development and builders prior to sale or re-sale of a property for domestic purposes. This rate is only available to full requirements customers of Texas Gas Service, a Division of ONE Gas, Inc.

TERRITORY

The incorporated areas of the North Texas Service Area which include Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A customer charge per meter per month of	\$14.00 plus
All Ccf per monthly billing period at	\$0.62985 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT Rider.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service, a Division of ONE Gas, Inc.

TERRITORY

The incorporated areas of the North Texas Service Area which include Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A customer charge per meter per month of	\$40.00 plus
All Ccf per monthly billing period at	\$0.64667 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT Rider.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

Division B	- Mining - all Major Groups
Division D	- Manufacturing - all Major Groups
Divisions E and J	- Utility and Government - facilities generating power for resale only

TERRITORY

The incorporated areas of the North Texas Service Area which include Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A customer charge per meter per month of	\$250.00 plus
All Ccf per monthly billing period at	\$0.59465 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT Rider.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service, a Division of ONE Gas, Inc.

TERRITORY

The incorporated areas of the North Texas Service Area which include Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A customer charge per meter per month of	\$85.00 plus
All Ccf per monthly billing period at	\$0.58188 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Excess Deferred Income Taxes Rider: The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT Rider.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

PIPELINE SAFETY AND REGULATORY PROGRAM FEES

TEXAS ADMINISTRATIVE CODE

TITLE 16 ECONOMIC REGULATION

PART 1 RAILROAD COMMISSION OF TEXAS

CHAPTER 8 PIPELINE SAFETY REGULATIONS

SUBCHAPTER C REQUIREMENTS FOR NATURAL GAS PIPELINES ONLY

Rule §8.201 Pipeline Safety and Regulatory Program Fees

(a) Application of fees. Pursuant to Texas Utilities Code, §121.211, the Commission establishes a pipeline safety and regulatory program fee, to be assessed annually against operators of natural gas distribution pipelines and pipeline facilities and natural gas master metered pipelines and pipeline facilities subject to the Commission's jurisdiction under Texas Utilities Code, Title 3. The total amount of revenue estimated to be collected under this section does not exceed the amount the Commission estimates to be necessary to recover the costs of administering the pipeline safety and regulatory programs under Texas Utilities Code, Title 3, excluding costs that are fully funded by federal sources for any fiscal year.

(b) Natural gas distribution systems. The Commission hereby assesses each operator of a natural gas distribution system an annual pipeline safety and regulatory program fee of \$1.00 for each service (service line) in service at the end of each calendar year as reported by each system operator on the U.S. Department of Transportation (DOT) Gas Distribution Annual Report, Form PHMSA F7100.1-1 due on March 15 of each year.

(1) Each operator of a natural gas distribution system shall calculate the annual pipeline safety and regulatory program total to be paid to the Commission by multiplying the \$1.00 fee by the number of services listed in Part B, Section 3, of Form PHMSA F7100.1-1, due on March 15 of each year.

(2) Each operator of a natural gas distribution system shall remit to the Commission on March 15 of each year the amount calculated under paragraph (1) of this subsection.

(3) Each operator of a natural gas distribution system shall recover, by a surcharge to its existing rates, the amount the operator paid to the Commission under paragraph (1) of this subsection. The surcharge:

(A) shall be a flat rate, one-time surcharge;

PIPELINE SAFETY PROGRAM FEES
(Continued)

- (B) shall not be billed before the operator remits the pipeline safety and regulatory program fee to the Commission;
- (C) shall be applied in the billing cycle or cycles immediately following the date on which the operator paid the Commission;
- (D) shall not exceed \$1.00 per service or service line *(For the calendar year 2017 annual pipeline safety and regulatory program fee, billed effective with meters read on and after March 27, 2018, Texas Gas Service, a division of ONE Gas, Inc. will bill all customers a one-time customer charge per bill of \$1.00, based on \$1.00 per service line)*; and
- (E) shall not be billed to a state agency, as that term is defined in Texas Utilities Code, §101.003.
- (4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each operator of a natural gas distribution system shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:
- (A) the pipeline safety and regulatory program fee amount paid to the Commission;
 - (B) the unit rate and total amount of the surcharge billed to each customer;
 - (C) the date or dates on which the surcharge was billed to customers; and
 - (D) the total amount collected from customers from the surcharge.
- (5) Each operator of a natural gas distribution system that is a utility subject to the jurisdiction of the Commission pursuant to Texas Utilities Code, Chapters 101 - 105, shall file a generally applicable tariff for its surcharge in conformance with the requirements of §7.315 of this title, relating to Filing of Tariffs.
- (6) Amounts recovered from customers under this subsection by an investor-owned natural gas distribution system or a cooperatively owned natural gas distribution system shall not be included in the revenue or gross receipts of the system for the purpose of calculating municipal franchise fees or any tax imposed under Subchapter B, Chapter 182, Tax Code, or under Chapter 122, nor shall such amounts be subject to a sales and use tax imposed by Chapter 151, Tax Code, or Subtitle C, Title 3, Tax Code.
- (c) Natural gas master meter systems. The Commission hereby assesses each natural gas master meter system an annual pipeline safety and regulatory program fee of \$100 per master meter system.
- (1) Each operator of a natural gas master meter system shall remit to the Commission the annual pipeline safety and regulatory program fee of \$100 per master meter system no later than June 30 of each year.

PIPELINE SAFETY PROGRAM FEES
(Continued)

- (2) The Commission shall send an invoice to each affected natural gas master meter system operator no later than April 30 of each year as a courtesy reminder. The failure of a natural gas master meter system operator to receive an invoice shall not exempt the natural gas master meter system operator from its obligation to remit to the Commission the annual pipeline safety and regulatory program fee on June 30 each year.
- (3) Each operator of a natural gas master meter system shall recover as a surcharge to its existing rates the amounts paid to the Commission under paragraph (1) of this subsection.
- (4) No later than 90 days after the last billing cycle in which the pipeline safety and regulatory program fee surcharge is billed to customers, each natural gas master meter system operator shall file with the Commission's Gas Services Division and the Pipeline Safety Division a report showing:
 - (A) the pipeline safety and regulatory program fee amount paid to the Commission;
 - (B) the unit rate and total amount of the surcharge billed to each customer;
 - (C) the date or dates on which the surcharge was billed to customers; and
 - (D) the total amount collected from customers from the surcharge.
- (d) Late payment penalty. If the operator of a natural gas distribution system or a natural gas master meter system does not remit payment of the annual pipeline safety and regulatory program fee to the Commission within 30 days of the due date, the Commission shall assess a late payment penalty of 10 percent of the total assessment due under subsection (b) or (c) of this section, as applicable, and shall notify the operator of the total amount due to the Commission.

Source Note: The provisions of this §8.201 adopted to be effective September 8, 2003, 28 TexReg 7682; amended to be effective November 24, 2004, 29 TexReg 10733; amended to be effective May 15, 2005, 30 TexReg 2849; amended to be effective December 19, 2005, 30 TexReg 8428; amended to be effective April 18, 2007, 32 TexReg 2136; amended to be effective November 12, 2007, 32 TexReg 8121; amended to be effective September 21, 2009, 34 TexReg 6446; amended to be effective August 30, 2010, 35 TexReg 7743; amended to be effective November 14, 2011, 36 TexReg 7663

EXCESS DEFERRED INCOME TAX CREDIT

A. APPLICABILITY

This Excess Deferred Income Tax Credit applies to all general service rate schedules of Texas Gas Service, a Division of ONE Gas, Inc., currently in force in the Company's North Texas Service Area within the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Jacksboro, Jermyn, Hudson Oaks, Millsap, Mineral Wells, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, Weatherford, Whitt, and Willow Park, Texas including Rate Schedules 10, 20, 30, 10, 1Z, 2Z, 3Z, 4Z, T-1 and T-1-ENV.

B. CALCULATION OF CREDIT

The annual amortization of the regulatory liability for excess deferred income taxes resulting from the Tax Cuts and Jobs Act of 2017 and in compliance with GUD No. 10695, will be credited to customers annually on a one-time, per bill basis and will show as a separate line item on the customer's bill until fully amortized.

EDIT CREDIT – The total amount, if any, of the credit in a given year will be determined by:

- The average rate assumption method ("ARAM") as required by the Tax Cuts and Jobs Act of 2017 Section 13001(d) for protected property; and
- A 10-year amortization for nonprotected property.

TRUE-UP ADJUSTMENT – The Excess Deferred Income Tax credit shall be trued-up annually. The True-Up Adjustment will be the difference between the amount of that year's EDIT Credit and the amount actually credited to customers.

EDIT CREDIT PER CUSTOMER – The EDIT credit per customer will be determined by allocating that year's credit, plus/minus any prior year true up adjustment, among the customer classes utilizing the same class revenue allocation as approved in the most recent general rate case, and then by dividing each class's portion by the number of customers in that class.

C. EDIT CREDIT PER CUSTOMER

Residential:	\$0.00
Commercial:	\$0.00
Industrial:	\$0.00
Public Authority:	\$0.00

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

D. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

EXCESS DEFERRED INCOME TAX CREDIT

E. ANNUAL FILING

The Company shall make a filing each year no later than December 31, including the following information:

- a. the total dollar amount of that year's EDIT Credit;
- b. the total dollar amount actually credited to customers;
- c. true-up amount, if any, due to the difference between items a. and b., above;
- d. the amount of the upcoming year's EDIT Credit; and
- e. the amounts of the upcoming year's EDIT Credit Per Customer.

F. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

CITY OF WILLOW PARK, TEXAS

ORDINANCE NO. 782-18

AN ORDINANCE ESTABLISHING MAXIMUM RATES TO BE CHARGED FOR GAS SOLD TO CUSTOMERS BY TEXAS GAS SERVICE COMPANY, A DIVISION OF ONE GAS, INC., AN OKLAHOMA CORPORATION, IN THE CITY OF WILLOW PARK, TEXAS AND DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES.

WHEREAS, on June 20, 2018, Texas Gas Service Company, a Division of ONE Gas, Inc., (the “Company”), filed with the City of Willow Park, Texas, a Statement of Intent requesting an annual rate increase of \$1,042,179 for the North Texas Service Area;

WHEREAS, the City of Willow Park suspended the implementation of the Company’s rate request until November 20, 2018;

WHEREAS, the Company provided public notice by direct mail on August 28, 2018, to all affected customers;

WHEREAS, the Company has agreed to reduce the requested rate increase by \$425,884 to a level of \$616,295 for the North Texas Service Area;

WHEREAS, the Company and the City of Willow Park agree to the terms as set forth in the Term of Agreement attached hereto as Exhibit A to this Ordinance and incorporated herein;

WHEREAS, the City of Willow Park, after study and consideration of the Company’s revised Rate Schedules attached hereto as Exhibit B, desires to establish the maximum rates to be charged to its general service customers for gas sales service within the City of Willow Park; and

WHEREAS, the City of Willow Park, Texas finds that the Company is entitled to recover the revenues according to the rates, terms and conditions set forth on the attached Rate Schedules and under the Terms of Agreement as referenced in Exhibit A.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS THAT:

Section 1. Texas Gas Service Company, a Division of ONE Gas, Inc., its successors and assigns, hereby is authorized to provide the service and charge the rates as provided in its Rate Schedules which are attached hereto as Exhibit B and incorporated herein by reference in this Ordinance, as part of this Ordinance. The Rate Schedules attached as Exhibit B replace and supersede the Rate Schedules currently in effect in the North Texas Service Area.

Section 2. The attached Rate Schedules shall be made available to all eligible customers in the City of Willow Park and placed into effect for all bills of the Company with meters read on and after November 28, 2018.

Section 3. The Company will issue a one-time refund in the amount of approximately \$24.40 for each incorporated customer for the period of January 1 to the first billing cycle of the month following final passage of the Ordinance, to reflect changes to utility rates to account for the change in the federal corporate income tax rate due to the Federal Tax Cut and Jobs Act of 2017 and to reflect recovery of rate case expenses in the amount of \$199,363 actual expense incurred to date and up to \$25,000 in estimated expense, not to exceed actual incurred.

Section 4. The depreciation rates shall be as shown on the schedule of depreciation rates attached hereto as Exhibit C and incorporated herein by reference in this Ordinance.

Section 5. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith. All provisions of other ordinances not in conflict herewith shall remain in full force and effect.

Section 6. If any section, part or provision of this Ordinance is declared unconstitutional or invalid, by a court or regulatory authority of competent jurisdiction, then it is expressly provided, and it is the intention of the City of Willow Park in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 7. This Ordinance shall take effect immediately upon its passage and publication according to applicable law.

PASSED AND APPROVED ON 13th November, 2018.

ATTEST:

APPROVED:

Alicia Smith TRMC, City Secretary

Doyle Moss, Mayor

The Willow Park City Council in acting on Ordinance No. 782-18, did on the 13th day of November, 2018 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss, Mayor	_____	_____	_____
Vacant , Place 1	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Gary McKaughan, Place 5	_____	_____	_____

PIPELINE INTEGRITY TESTING (PIT) RIDER

PURPOSE

The purpose of this Pipeline Integrity Testing Rider is to promote the public interest in pipeline safety by enabling the Company to recover the reasonable and necessary Pipeline Integrity Safety Testing expenses incurred by the Company during the prior year (including contractor costs but excluding the labor cost of TGS employees. These legally mandated operating and maintenance expenses shall be recovered through a separate monthly volumetric charge (the Pipeline Integrity Testing or “PIT” Surcharge) that shall be shown as a separate line item on the customer’s monthly bill and calculated for each customer class as described below. Capital expenditures associated with the Pipeline Integrity Program shall continue to be recovered through base rates and any interim rate adjustments implemented pursuant to Section 104.301 of the Gas Utility Regulatory Act.

APPLICABILITY

This Rider shall be applied to all gas sales and transportation customers within the service territory designated below, except special contract customers.

TERRITORY

This Rider shall apply throughout the Company’s North Texas Service Area (“NTSA”), both within the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, Willow Park, Texas, and the unincorporated cities of Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, and Whitt, Texas.

QUALIFYING EXPENSES

This Rider applies only to the legally mandated safety testing of the Company’s transmission lines in the NTSA under the Pipeline Integrity Safety Testing Program. The operating and maintenance expense items that qualify for recovery under this Rider shall include the contractor costs associated with land and leak survey, permitting, and job order preparation and completion; the clearing of right-of-way; any needed notifications to adjacent businesses and residences; traffic control equipment and personnel; Direct Current Voltage Gradient (“DCVG”), Close Interval (“CI”), and other surveys to ensure the integrity of the pipeline system; any required rigid bypasses; flushing of the lines and testing and disposal of the flush water; hydrostatic testing of the lines and analysis and disposal of the test water; any required “pigging” of the lines in connection with safety testing; any required x-ray welding; metallurgical testing of the pipeline or components thereof; site restoration, painting, and clean-up; expenses associated with providing a supply of compressed natural gas (“CNG”) to ensure uninterrupted service to customers during testing; and any other operating and maintenance expenses reasonably necessary to safely and effectively perform required safety testing of the Company’s pipelines in the NTSA. Neither capital expenditures by the Company, nor the labor cost of TGS employees, shall be recovered under this Rider.

PIPELINE INTEGRITY TESTING (PIT) RIDER
(Continued)

CALCULATION OF PIT SURCHARGES

The Pipeline Integrity Testing Surcharges established under this Rider shall be designed so as to recover the Total Testing Expense incurred in the prior year for Pipeline Integrity Safety Testing, and shall be calculated as follows:

The Total Annual Testing Expense shall be divided by the estimated average annual usage to produce the annual PIT Surcharge.

$$\text{PIT Surcharge} = \frac{\text{Total Annual Testing Expense}}{\text{Estimated Annual Usage}}$$

Based upon customer data for the prior calendar year and any other relevant factors, the estimated annual usage may be revised annually to account for customer growth, and the resulting revised PIT Surcharge shall be applied to each class for the ensuing 12-month recovery period.

ANNUAL RECONCILIATION

After completion of each annual recovery period, the total revenues collected under this Rider for that year shall be reconciled against the revenues previously calculated to be collected for that year, and the PIT Surcharge for each class shall be adjusted upward or downward so that the Company recovers any under-recoveries or refunds any over-recoveries that may have accrued under the Rider, plus monthly interest on those under-recoveries or over-recoveries at the cost of long-term debt approved in the Company's most recent general rate case in which rates were set by the Commission for application to customers in the NTSA Cities. The reconciliation shall be filed with the regulatory authority on or before February 21st of each year, and the regulatory authority shall complete its review of the reconciliation on or before March 21st of each year, so that the Company can implement the reconciled PIT Surcharges beginning with the first billing cycle for April of each succeeding year.

DEFERRED ACCOUNTING

The Company is authorized and directed to defer, as a regulatory asset, all Pipeline Integrity Safety Testing expenses incurred during the testing cycle starting on January 1, 2016 and all revenues specifically collected under this Rider shall be applied to the deferred expense account. The Company shall not earn a return on any regulatory asset created under this provision, and no such regulatory asset shall be included in the Company's invested capital (rate base) for ratemaking purposes.

PIPELINE INTEGRITY TESTING (PIT) RIDER
(Continued)

ANNUAL REPORT & APPLICABLE PSCC

On or before February 21st after each calendar year, the Company shall file a report with the Commission and the NTSA Cities showing all Pipeline Integrity Safety Testing expenses incurred during the previous calendar year and verifying the prior year's collections and any under-recoveries or over-recoveries accruing to date under this Rider. The report shall separately identify and list such expenses by account number and project number. Prior to the effective date of this Rider and on or before February 21st of each succeeding year while this Rider is in effect, the Company shall also file an Addendum to this Rider with the Commission and the NTSA Cities (a) identifying the PIT Surcharges that will be applied during the ensuing 12-month recovery period from April 1st through March 31st, and (b) providing the underlying data and calculations on which each PIT Surcharge for that period is based.

NOTICE TO AFFECTED CUSTOMERS

In addition to the annual report and Addendum to this Rider required above, the Company shall provide, on or before March 31st after each calendar year, written notice to each affected customer of (a) the PIT Surcharge that will be applied during the ensuing 12-month period from April 1st through March 31st, and (b) the effect the PIT Surcharge is expected to have on the average monthly bill for each affected customer class. The written notice shall be provided in both English and Spanish, shall be the only information contained on the piece of paper on which it is printed, and may be provided either by separate mailing or by insert included with the Company's monthly billing statements. The Company shall also file an affidavit annually with the Commission and the NTSA Cities certifying that notice has been provided to customers in this manner. The notice shall be presumed to be complete three calendar days after the date the separate mailing or billing statement is deposited in a postage-paid, properly addressed wrapper in a post office or official depository under care of the United States Postal Service. The initial notice shall be filed with, reviewed, and approved by the regulatory authority, and each subsequent notice shall follow the same format as that of the approved initial notice.

PIPELINE INTEGRITY TESTING (PIT) SURCHARGE RIDER

A. APPLICABILITY

The Pipeline Integrity Testing Surcharge (PIT) rate as set forth in Section (B) below is pursuant to Rate Schedule PIT. This rate shall apply to the following rate schedules of Texas Gas Service, a Division of ONE Gas, Inc. in the incorporated and unincorporated areas of and adjacent to the North Texas Service Area (NTSA): 10, 20, 30, 40, T-1, 1A, 2A, 3A, 4A, and T-1-ENV.

B. PIT RATE

\$0.00 per Ccf

This rate will be in effect until all approved and expended pipeline integrity testing expenses are recovered under the applicable rate schedules.

C. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.

D. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

RULES OF SERVICE
NORTH TEXAS SERVICE AREA

Incorporated and Unincorporated Areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Jermyn, Millsap, Mineral Wells, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, Weatherford, Whitt, and Willow Park, Texas

Effective for Meters Read On and After November 28, 2018

Supersedes and Replaces “Municipality of Breckenridge Rules of Service” dated January 28, 1991; “Environs of Breckenridge, Texas Rules of Service” dated January 28, 1991; “Municipality of Graham Rules of Texas” dated August 24, 2001; “Environs of Graham, Texas Rules of Service” dated January 28, 1991; “Municipalities of the Jacksboro Service Area Rules of Service” dated August 24, 2001; “Environs of the Jacksboro Service Area Rules of Service” dated November 27, 2000; “Rules of Service Municipalities of Mineral Wells, Graford, Millsap” dated August 24, 2001; “Environs of the Mineral Wells Service Area Rules of Service” dated January 28, 1991; “Gas Tariff Environs Possum Kingdom, Texas” dated October 19, 1995; “Rules of Service Municipalities of Weatherford, Willow Park, Aledo, Hudson Oaks” dated August 24, 2001; and “Environs of the Weatherford Service Area” dated January 28, 1991

Communications Regarding this Tariff Should Be Addressed To:

Texas Gas Service, a Division of ONE Gas, Inc.
114 S. Main
Weatherford, Texas 76086

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>
1	General Statement
2	Reserved for Future Rules
3	Rates and Utility Charges
4	Conditions of Service
5	Initiation of Service
6	Metering and Delivery of Gas
7	Installation of Equipment
8	Extension of Facilities
9	Customer Owned Systems
10	Security Deposits
11	Gas Measurement
12	Meter Reading and Accuracy
13	Billing and Payment of Bills
14	Quality of Gas
15	Service Work
16	Maintenance of Equipment
17	Discontinuance of Service
18	Re-establishment of Service
19	Notice
20	Average Bill Calculation Plan
21	Fees and Cash Deposits

GENERAL STATEMENT

1.1 TARIFF APPLICABILITY

Texas Gas Service, a Division of ONE Gas, Inc. is a gas utility operating within the State of Texas. This Tariff applies to Texas Gas Service, a Division of ONE Gas, Inc.'s North Texas Service Area comprised of the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Jermyn, Millsap, Mineral Wells, Palo Pinto, Perrin, Possum Kingdom, Punkin Center, Weatherford, Whitt, and Willow Park, Texas. This Tariff supersedes and replaces all tariffs previously approved and applied in said service area.

Service under this Tariff is subject to the original jurisdiction of the municipalities in the North Texas Service Area and the Railroad Commission of Texas. The Company will provide service to any person and/or business within its service area in accordance with the rates, terms and conditions provided for in its Tariff and regulations.

1.2 RATE SCHEDULES

All Customers shall be served under rate schedules filed with the municipality or Railroad Commission of Texas. Customers shall be assigned to rate schedules in accordance with the class of the particular Customer, the usage which will be made of the gas and that Customer's volume requirements. The Company shall advise an Applicant or Customer regarding the most advantageous rate for his usage if more than one rate is applicable. A Customer assigned to a rate schedule shall remain on that schedule for a minimum of one year except that an assignment made in error may be corrected immediately. In the event of a question regarding the Customer's classification, the questions shall be resolved by reference to the coding of the Customer's primary business in the latest edition of the Standard Industrial Classification Manual of the United States Government's Office Management and Budget.

1.3 DEFINITIONS

The following definitions shall apply to the indicated words as used in this Tariff:

<u>Adder:</u>	Shall mean the Company's incremental cost to purchase natural gas.
<u>Aggregation Areas:</u>	Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.
<u>Agricultural Service:</u>	Service to Consumers engaged in agricultural production.
<u>Applicant:</u>	Any person, organization or group of persons or organizations making a formal request either orally or in writing for gas service from the Company.
<u>Automated Meter Reading (AMR):</u>	The process of remotely reading a gas meter.
<u>Average Day Usage:</u>	The gas demand of a given Customer for gas in any one month divided by 30. Gas demand is considered to be

equivalent to consumption during each billing month, provided however, that when service has been curtailed, demand shall be considered to be actual consumption plus estimated curtailment during the period.

Blanket Builder:

A builder or someone acting for a builder who is invoiced for the installation of service lines.

Btu:

Shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60°) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and "MMBtu" shall mean one million (1,000,000) Btu.

Commercial Service:

Service to Consumers engaged primarily in the sale or furnishing of goods and services and any usage not otherwise provided for.

Commission or The Commission:

The Railroad Commission of Texas.

Company:

Texas Gas Service, a Division of ONE Gas, Inc.

Consumer:

Any person or organization receiving gas service from the Company for his or her own appliances or equipment whether or not the gas is billed directly to him or her. (For example, a rental unit where the utilities are part of the rent, the landlord is a Customer and the tenant is a Consumer.)

Consumption Period:

Shall mean a volumetric billing period.

Customer:

Any person or organization now being billed for gas service whether used by him or her, or by others.

Cumulative Tolerance Limit:

Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.

Day or Gas Day:

Shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.

Dekatherm (Dth):

Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.

<u>Domestic Service:</u>	Service to any Consumer which consists of gas service used directly for heating, air conditioning, cooking, water heating and similar purposes whether in a single or multiple dwelling unit.
<u>Electronic Document:</u>	Any document sent electronically via email or the internet.
<u>Electronic Flow Measurement (EFM):</u>	An electronic means of obtaining readings on a gas meter.
<u>Electronic Fund Transfer (EFT):</u>	The process to convert a paper check or electronic bill payment request to an electronic transfer. Paper checks received by Company or their agents are destroyed.
<u>Electronic Radio Transponder (ERT):</u>	A device that assists with remotely reading a gas meter.
<u>Excess Flow Valve (EFV):</u>	A safety device installed below ground inside the natural gas service line between the main and the meter intended to reduce the risk of accidents in limited situations.
<u>Expedited Service:</u>	Customer request for same day service or service during non-business hours for connection or reconnection of gas service.
<u>Gas or Natural Gas:</u>	Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
<u>General Rate Schedule:</u>	A rate schedule available to all Customers of the appropriate class or classes for usages indicated therein.
<u>Industrial Service:</u>	Service to Consumers engaged primarily in a process which changes raw or unfinished materials into another form of product. This classification shall embrace all Consumers included in Division A (except Major Groups 01 and 02) and Division D of the Standard Industrial Classification Manual.
<u>Irrigation or Irrigation Pumping Service:</u>	(SIC Division A - Major Group 01) who use gas for operating engine-driven pumping equipment.
<u>Mcf:</u>	Shall mean one thousand (1,000) cubic feet of Gas.
<u>Month:</u>	Shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.

<u>Monthly Tolerance Limit:</u>	Shall mean five percent (5%) of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
<u>Optional Rate Schedule:</u>	A General Rate Schedule which may be selected by a Customer in lieu of another general schedule but which may require installation of special equipment.
<u>Overtime Rate:</u>	The fee charged by the Company to perform work outside its normal business hours or on holidays and includes changes to previously scheduled work that must be performed outside the Company's normal business hours.
<u>Payment in Kind (PIK):</u>	Shall mean a reimbursement for lost and unaccounted for gas.
<u>PDA:</u>	Shall mean a predetermined allocation method.
<u>Pipeline System:</u>	Shall mean the current existing utility distribution facilities of the Company located in the State of Texas.
<u>Point of Delivery:</u>	Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
<u>Point of Receipt:</u>	Shall mean the point or points where the Company shall receive Gas into the Pipeline System from Customer.
<u>Point Operator:</u>	Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
<u>Power Generation Service:</u>	Service to Consumers for the purpose of generating electricity. This service may be further divided into direct generation in which the gas is used to power the prime mover and indirect generation in which the gas is burned in a boiler and the generator is steam powered.
<u>Qualified Supplier:</u>	Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
<u>Regulatory Authority:</u>	The City Council or equivalent municipal governing body of each respective city in the North Texas Service Area, or the Railroad Commission of Texas, as applicable.
<u>Service Area:</u>	The area receiving gas utility service provided by the Company under the terms of this Tariff.
<u>Special Rate Schedule:</u>	A rate schedule designed for a specific Customer.

<u>System:</u>	Any group of interconnected pipelines and appurtenances owned or operated by the Company and independent from any other such group of facilities.
<u>Tariff:</u>	Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over the Company or the services provided hereunder.
<u>Temporary Service:</u>	Any service which will not be utilized continuously at the same location for a period of two or more years.
<u>Transportation Form:</u>	Shall mean the Company approved selection of transportation service document.
<u>Transportation Rate Schedule:</u>	A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
<u>Transportation Service:</u>	The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
<u>Week:</u>	Shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. Central clock time on each Monday and ending at the same time on the next succeeding Monday.
<u>Year:</u>	Shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

Section 2. [Reserved for future rules]

Section 3: RATES AND UTILITY CHARGES

Please see current Rate Schedules on file with each applicable Regulatory Authority.

CONDITIONS OF SERVICE

4.1 PROVISION OF SERVICE

The Company will provide gas service to any person or organization located within the North Texas Service Area from the Company's facilities or in certain cases, the facilities of its supplier, in accordance with the provisions of this Tariff including Rate Schedules and Rules of Service.

4.2 FEES AND CHARGES

All fees and charges made by the Company to provide and maintain utility services as provided for in this Tariff. If the Customer elects transportation service, the commodity cost of gas shall be determined between the Customer and the Customer's selected supplier. In the incorporated areas of Aledo, Bryson, Jacksboro, Graford, Graham, Hudson Oaks, Weatherford, and Willow Park only, all fees and charges (excluding advances, contributions in aid of construction and deposits) shall be adjusted by the amount which represents the actual gross receipts, occupation, revenue taxes and franchise fees paid by the Company.

4.3 RESALE OF GAS

Gas delivered by the Company shall not be redelivered or resold for the use thereof by others unless otherwise expressly agreed to in writing by the Company - except, however, that those Customers receiving gas for redistribution to the Customer's tenants may separately meter each tenant's distribution point for the purpose of prorating the Customer's actual amount of gas delivered among the various tenants on a per unit basis.

4.4 CONTINUITY OF SERVICE

- a) Service interruptions
 - i) The Company shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Company will reestablish service within the shortest possible time consistent with prudent operating principles so that the smallest number of Customers is affected.
 - ii) The Company shall make reasonable provisions to meet emergencies resulting from failure of service, and will issue instructions to its employees covering procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of service.
 - iii) In the event of emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other Customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.
- b) Record of interruption. Except for momentary interruptions which do not cause a major disruption of service, the Company shall keep a complete record of all interruptions, both emergency and scheduled. This record shall show the cause of interruptions, date, time duration, location, approximate number of Customers affected, and, in cases of emergency interruptions, the remedy and steps taken to prevent recurrence, if applicable.
- c) Report to Railroad Commission of Texas. The Commission shall be notified in writing within 48 hours of interruptions in service affecting the entire system or any major division thereof lasting more than four continuous hours. The notice shall also state the Company's belief as to the cause of such interruptions. If any service interruption is reported to the Commission

otherwise (for example, as a curtailment report or safety report), such other report is sufficient to comply with the terms of this paragraph.

- d) The procedure under which curtailments of service will be made is described in the Curtailment Plan on file with the Railroad Commission of Texas.
- e) The Company does not guarantee uninterrupted service to any Customer and shall not be liable for damages resulting from any loss of service to any Customer.

4.5 AVAILABILITY OF TARIFF

A copy of this Tariff including all applicable rates can be requested through TGS's customer service number at 1-800-700-2443 (non-emergency number) or requested under the 'Contact Us' section of www.texasgasservice.com. Upon the request of any Customer or Applicant, the Company shall make copies of the Tariff which may be purchased by the Customer or Applicant through TGS's customer service. The Company may charge a fee for each copy not in excess of the Company's reasonable cost to reproduce the material.

4.6 CUSTOMER INFORMATION

The Company shall make available, during normal business hours, such additional information on Rates and Services as any Customer or Applicant may reasonably request. Upon any Customer's request, the Company shall inform the Customer how to read the Customer's meter. The Company shall annually provide each Customer with notice of the availability of a concise description in English and Spanish of the Customer's rights and the Company's obligations under this Tariff. A new Customer shall be provided with an informational brochure in the mail after requested service initiation or included with the first bill mailed.

4.7 CUSTOMER COMPLAINTS

Upon receipt of a complaint, either in writing or by telephone, from the Regulatory Authority on behalf of a Customer, the Company will make a suitable investigation and advise the Regulatory Authority and complainant of the results thereof. An initial response must be made by the next business day. The Company must make a final and complete response within 15 days from the date of the complaint, unless additional time is granted within the 15 day period. Each complainant shall be advised of his or her right to file the complaint with the Regulatory Authority if not satisfied by the Company.

4.8 LIMITATION OF LIABILITY

The Customer assumes all responsibility for all facilities and their installation, maintenance, operation, functionality, testing and condition thereof on the Customer's side of the point of delivery of gas to the property of the Customer or to the premises of the Consumer, as defined in Section 6.2. The Company is not liable to a Customer, and Customer shall indemnify, hold harmless, and defend the Company and its employees or agents from any and all claims or liability for personal injury, damage to property, or any incidental, consequential, business interruption, or other economic damages or losses in any manner directly or indirectly connected to, arising from, or caused by acts or omissions of any person or party on the Customer's side of said point of delivery, as defined in Section 6.2.

The Company shall be liable to the Customer or Consumer only for personal injury or property damages from or caused directly by the negligent acts or omissions of the Company or its employees occurring

on the Company's side of the point of delivery. The Company shall not be liable or responsible for personal injury, property damages, or any other loss or damages arising from or caused by the negligent or intentional act or omission of any person, other than an employee of the Company, who adjusts, repairs, disconnects, changes, alters, or tampers with the Company's meter or facilities in any way.

The Company shall be liable to third parties only for personal injury or property damage directly arising from the negligence or gross negligence of the Company or its employees when acting within the scope of their employment.

In no event shall the Company or its employees be liable for incidental, consequential, business interruption, or other economic damages or losses of Customer, Consumer, or third parties in any manner, directly or indirectly, arising from, caused by, or growing out of the interruption or termination of gas utility service.

The Customer shall make or procure conveyance to the Company of perpetual right-of-way across the property owned or controlled by the Customer that is satisfactory to the Company, provides clear access to Company's facilities, and enables the Company to provide service to Customer's property or the premises of the Consumer.

INITIATION OF SERVICE

5.1 REGULAR SERVICE

Application for service can be made by telephone or through the internet. Each Applicant must comply with the appropriate requirements of this Tariff before service shall be instituted. No written agreement shall be required for residential service under the standard provisions of this Tariff; commencement of service by the Company and the use of gas service by the Customer shall be evidence of such agreement. Any Customer requesting service under any special provision of this Tariff must execute a written agreement for service in the form prescribed by the Company designating those provisions which shall apply. Each Applicant may be required to produce two forms of verifiable identification; one being a government-issued identification card bearing a photograph of Applicant; and verifiable proof of their right to occupy a specific service address as of a specific date of occupancy.

5.2 SPECIAL CONTRACTS

Under certain special conditions, the Company may agree to rates, terms or conditions of service other than those provided in this Tariff. Such service must be established under the terms of a special contract or service agreement. To the extent that the provisions of any special contract are at variance with this Tariff, the provisions of the contract shall apply.

5.3 TEMPORARY SERVICE

Temporary Service shall be furnished under the same rate schedules applicable to regular service of a similar kind.

5.4 FEES AND CHARGES

The Company shall charge a non-refundable fee to each Applicant to compensate for the cost involved in initiation or reconnection of service or when service is transferred from one name to another at any

location, or whenever a meter is reset or relocated on the same premises at the request of the Customer, all as specified in Section 21.1 of this Tariff.

Whenever the Applicant requests expedited service, the Company will accomplish the work as expeditiously as possible and the Customer will be charged at the Company's approved rate for service work. Expedited service and the charges therefore shall be made only on request of the Applicant. Whenever service is furnished from the facilities of a third party and the Company must pay any special fees to that third party, the Company may, at its option, pass that charge plus 20 percent for handling through to the Applicant requesting service. See Section 21.1 relating to fees for the above.

5.5 ESTABLISHMENT OF CREDIT

Each Applicant for service shall be required to make a security deposit in accordance with Section 10 of this Tariff to establish and maintain satisfactory credit.

These deposits shall be computed in the same manner for the same class of service, provided however, that a deposit shall be waived if:

- a) The Applicant has been a Customer for the same kind of service within the last two years and did not have more than one occasion in which a bill for service from any such utility service account was delinquent and no disconnection for non-payment was made;
- b) The Applicant furnishes an acceptable letter of credit;
- c) The Applicant demonstrates a satisfactory credit rating by presentation of satisfactory credit references capable of quick, inexpensive verification (applicable to residential Customers only);
- d) The Applicant is 65 years of age or older and has no outstanding balance for natural gas utility service which accrued within the last two years (applicable to residential Customers only);
- e) The application is made for or guaranteed by an agency of the federal, state or local government; or
- f) The Applicant has been determined to be a victim of family violence as defined by TEX. FAM. CODE ANN. § 71.004. This determination shall be evidenced by the applicant/s submission of a certification letter developed by the Texas Council on Family Violence (made available on its Web site).

5.6 GROUNDS FOR REFUSAL TO SERVE

The Company may refuse service to any Applicant for any of the following reasons:

- a) Failure to pay fees, advances or contributions or to make any deposit required for service under this Tariff;
- b) Failure of the Applicant to furnish any service or meter location specified for service under this Tariff;
- c) Existence of an unsafe condition such as a leak in the Applicant's piping system which, in Company's sole opinion, may endanger life or property;

- d) The Applicant is indebted to the Company for the same class of utility service at the same or another service location within the Company's system; or
- e) Delinquency in payment for gas service by another occupant if that person still resides at the premises to be served.

The right to refuse service shall terminate when the Applicant has complied with the Company's requirements or corrected the cause for the refusal to serve.

5.7 REASONABLE TIME

The Company shall have a reasonable amount of time to institute service following application therefore or execution of an agreement for service. The time may vary depending on approvals and permits required, the extent of the facilities to be built, and the Company's workload at the time.

METERING AND DELIVERY OF GAS

6.1 METER LOCATION

The Company shall have the sole right to determine the location of the meter in accordance with the needs of the service.

Each Applicant shall furnish and subsequently maintain a suitable location on his or her premises for the Company's meter and related facilities at a point selected by the Company. Meters shall be located where they will be safely accessible for reading and service, adequately ventilated and not subject to damage. Meters shall not be located within any enclosed area unless the enclosure is solely intended as a meter house. It may be necessary for the Company to install bollards or guard posts around the meters for safety.

6.2 POINT OF DELIVERY

The point of delivery of gas sold by the Company to the Customer shall be at the outlet side of the Company's meter, provided that in those cases in which the Customer owns a section of the underground pipe between the Customer's property line and the meter, the point of delivery shall be at the property line. The title of all gas sold by the Company to the Consumer shall pass from the Company at the point of delivery. The point(s) of delivery and point(s) of redelivery for Transportation Service shall be as provided in the contract entered into between the Customer and the Company.

6.3 MULTIPLE METERS

Each Customer or group of Customers located on the same lot or tract of land may be served from a single meter location. The Company may, at its option, permit additional meter locations to simplify installation of facilities or provide better service. Whenever more than one meter location is permitted for the same Customer, the Company shall bill the usage through each meter separately, provided that any combined billings in effect at the time of adoption of this Tariff may be continued until the affected Customer discontinues service or upon order by the Regulatory Authority.

6.4 CONNECTION TO COMPANY FACILITIES

No Consumer shall make any connection or alteration of any kind on any of the Company's facilities upstream of the Company's meter or shall permit any other person to make such connection or alteration.

INSTALLATION OF EQUIPMENT

7.1 EQUIPMENT FURNISHED BY THE COMPANY

The Company shall furnish and install at its expense, the service pipe from the Company's existing main to the property line nearest the meter and the equipment related thereto, including meter valve and service regulator. Whenever the meter is located at any point other than the property line, the Company shall determine the estimated cost of that portion of the service between the property line and the meter set. This estimate shall be based on the size and footage to be installed, and charged in accordance with Section 8 and other applicable provisions of this Tariff. Although affixed to or buried in the Customer's property, the entire service and meter set shall become the property of the Company and shall be operated and maintained by the Company.

7.2 EQUIPMENT FURNISHED BY THE APPLICANT

The Applicant shall furnish and install at his or her expense, all piping and equipment required to conduct and utilize the gas furnished, from the outlet of the meter set to the point(s) of utilization and those portions of the service line and meter set not furnished by the Company as described in Section 7.1 above. The adequacy, safety and compliance with applicable codes and ordinances shall be the responsibility of the Applicant and no action of the Company in accordance with this Tariff shall release the Applicant of the responsibility for the facilities installed by him or her.

7.3 STATUTES, CODES AND ORDINANCES

All piping and installations owned by the Applicant shall comply with all applicable legal requirements, whether federal, state, county, municipal or otherwise and shall be properly designed for the pressures and volumes to be handled. In those locations where there are no applicable state or local requirements the applicable provisions of the National Fuel Gas Code 54; ANSI Z223.1 and any amendments thereto shall apply.

7.4 CHECKS AND TESTS

The Company shall have the right to check new installations prior to initiation of service and to make any test of the Applicant's facilities it deems necessary, at no charge to the customer.

7.5 REFUSAL TO SERVE

The Company shall refuse service to any Applicant who refuses entry for observation or whose facilities do not comply with the applicable provisions of this Tariff. The right to refuse service shall terminate with the correction of the condition(s) which was cause for refusal. Initiation of service, however, shall not be considered to be acceptance or approval by the Company of such facilities.

EXTENSION OF FACILITIES

8.1 EXTENSION OF MAINS

The Company shall install the necessary facilities to provide service to Applicants whose premises are located beyond the Company's existing distribution facilities in accordance with the provisions of this Section. The expenditure for such extensions must either be cost justified or the Applicant(s) and Company must mutually agree to terms that justify the installation.

8.2 DESIGN AND COST OF FACILITIES

As soon as practical after an application for service is received, the Company shall determine the extent of the facilities required to serve the new business and the cost thereof. This cost shall include all amounts to be spent for system improvements necessary to deliver the required gas, such as mains, regulator and meter stations, upgrading and/or reinforcement, all in accordance with the Company's current practice. Whenever the Company chooses to install facilities of greater capacity than would be required to serve the new business for which the application is being made or to permit supply from another source, the estimate of costs shall be based on only the size and capacity normally used to serve requirements similar to that of the Applicant.

8.3 ALLOWANCE FOR NEW BUSINESS

The Company shall also determine the number of existing permanent Customers located along the route of the extension expected to be served therefrom. To be included, the occupant of each premise must request service and demonstrate capability for using such service through a major gas burning appliance. Single or groups of individually owned mobile homes shall be included only if the wheels and hitch have been removed from each mobile home and/or substantial improvements have been made to the property. Mobile home parks may be served either through a master meter or individual meters served by a Company-owned system, provided that required mains can be installed and dedicated streets or rights-of-way have been provided to the Company for installation of facilities as evidenced by agreement executed on the Company's form. An allowance to be determined by the Company may be given for each Customer whose premises exist at the time of application to be served from the proposed main extension. In order to qualify for this allowance, the Customer must file an application and agree to initiate gas service upon completion of the Company's facilities.

8.4 ADVANCES

The mutually agreed upon terms will determine the amount of advance required. The Applicant shall have 30 calendar days after notification of the amount required to execute an extension agreement on the Company's form and pay the required advance. At the end of that time, the Company may revise its estimates to reflect any changes in costs or conditions which will affect the amount of the advance. The Company may waive collection of any advance based on an economic analysis of the project.

8.5 CONSTRUCTION OF FACILITIES

As soon as practical after the advance has been paid or it has been determined that no advance will be required, the Company shall begin construction of the required facilities and thereafter prosecute the work with reasonable diligence. The Company shall not be responsible for delays in the construction of the facilities occasioned by events or conditions reasonably beyond the Company's control. Whenever the construction of the new facilities requires the acquisition of rights-of-way across the Applicants(s) land(s), these rights-of-way shall be provided by the Applicant(s) in the Company's name and on its form at no cost to the Company (except for fees involved in the recording of documents).

8.6 REVIEW OF ADVANCES

The Company shall review each extension agreement on the first anniversary of the signing of that agreement. Upon the Applicant(s) request if the extension provided for in the agreement has not been installed through no fault of the Company, the agreement shall be considered to be terminated and a complete refund made to the Applicant(s). Once the extension has been installed and service has been initiated, the Company shall thereafter review the extension agreement at its second through fifth execution date. At each review, the number of Customers then served directly from the extension shall be compared with the number served on the last prior anniversary date. A refund, shall be given for each additional Customer served, based on mutually agreed upon terms provided that the total of the refunds given does not exceed the cost of the extension of facilities.

8.7 REFUND LIMITATIONS

The Company may, at its sole option, make a refund at any time. In no case, however, shall a refund be given unless the number of Customers then served is greater than the number for whom refunds have previously been given. No refund shall be given which shall cause the total refunds to be greater than the total amount of the advance. No interest shall be paid on any advance made under the provisions of this Section. At the end of the five year period, any remaining amount of the advance shall be retained by the Company as a contribution in aid of construction.

8.8 DELIVERY OF REFUNDS

Upon Applicant(s) request, when a refund is due, a check in the appropriate amount and a letter setting forth the method of calculation of the refund and the balance remaining un-refunded shall be made to the person or business in whose name the extension agreement is made or to his or her assignee. If that letter is returned undelivered, the check shall be cancelled and the next review made without regard to that refund. All sums described in this Section which are returned undelivered and remain unclaimed in the Company's possession for a period of six months following expiration of the five year period of the extension agreement shall be retained by the Company and considered a contribution in aid of construction.

CUSTOMER-OWNED SYSTEMS

9.1 INDIVIDUALLY METERED SYSTEMS

The Company shall not render service to any Customer through a meter not connected to a system owned by the Company or one of the Company's suppliers.

9.2 MASTER METERS

The Company shall provide service through a master meter into the piping systems of others to be distributed to more than one Consumer, except when the gas served is resold to those Consumers on either a commodity or separate cost of service basis; provided, however, that those Customers purchasing gas for redistribution to the Customer's own tenants only on the Customer's premises may separately meter each tenant distribution point for the purpose of prorating the Consumer's actual purchase price of gas delivered among the various tenants on a per unit basis, and further provided that the provisions of this Section 9 shall not preclude the Company from supplying natural gas to a third party for resale to the public as fuel for natural gas powered vehicles (NGV's).

SECURITY DEPOSITS

10.1 REQUIREMENTS

The Company shall require a security deposit from any present or prospective Customer in accordance with Sections 5.5 and 18.1 of this Tariff to guarantee payment of bills, and from any present Customer who during the last 12 consecutive months has on more than one occasion paid their utility bill after becoming delinquent. However, the deposit requirement may, at the option of the Company be based on annual usage experienced at the particular address with application of one-sixth of the annual amount as determined as the required deposit. If actual use is at least twice the amount of the estimated billings, a new deposit requirement may be calculated and an additional deposit may be required within two days. The deposit shall be refunded to residential Customers in the form of cash or credit to a customer's account when the Customer has paid 12 consecutive bills without having service disconnected for non-payment, and without having one or more occasion in which a bill was delinquent or a payment was returned, and the Customer is not currently delinquent.

10.2 RECEIPTS

The Company shall maintain such records as may be necessary to permit any Customer to receive any deposit return to which he or she is entitled without presentation of the receipt. A record of any unclaimed deposits shall be maintained by the Company for at least 4 years.

10.3 INTEREST

The Company shall pay interest on all security deposits for the time held at the rate as set by the Public Utility Commission annually except when

- a) The deposit is held 30 days or less;
- b) Notice is sent to the Customer's last known address that the deposit is no longer required;
- c) The service to which the deposit relates has been discontinued; or
- d) All or any part of the deposit has been applied to a delinquent account.

Interest on deposits earned during the preceding year shall be paid to the Customer during the first quarter of each calendar year. Payment shall be made either by check or as a credit on the monthly bill at the Company's option.

10.4 RETURN OF DEPOSITS

Deposits on residential accounts returned to the Customer in accordance with Section 10.1 above shall be applied in the first calendar quarter following the month in which the good payment record is established. Whenever the deposit of any Customer is returned to the Customer, the Company shall pay all previously unpaid interest with the payment.

10.5 ACCEPTABLE FORMS OF DEPOSIT

Any one of the following forms of credit security may be accepted from Customers and Applicants for service:

- a) A cash deposit of as much as one-sixth (1/6) the estimated annual billings for service requested; but no less than the minimum deposit set forth in Section 21.2;

- b) A nontransferable, irrevocable letter of credit from an established financial institution, payable for as much as one-sixth (1/6) the estimated annual billings for services requested and, which can be drawn on for a minimum of two (2) years; but no less than the minimum deposit set forth in Section 21.2; or
- c) A surety bond issued by a reputable insurance company which can be drawn on for a minimum of 2 years.

10.6 FRANCHISE AGREEMENTS

To the extent the terms of a franchise agreement are inconsistent with this Section, the terms of the franchise agreement controls. Applicable to customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee to Company for the gas service provided to Customer.

GAS MEASUREMENT

11.1 PRESSURE

The standard serving and measurement pressure shall be 4 ounces (0.25 psig) or 7” Water Column above the standard atmospheric pressure in the area served. The atmospheric pressure and the standard serving pressure determined to be the average in the cities and environs of the North Texas Service Area are listed below.

Cities and their Environs	Atmospheric Pressure PSIA	Standard Serving Pressure PSIA
Aledo	14.40	14.65
Breckenridge	14.40	14.90
Bryson	14.40	14.65
Graford	14.40	14.65
Graham	14.40	14.90
Hudson Oaks	14.40	14.65
Jacksboro	14.40	14.65
Millsap	14.40	14.65
Mineral Wells	14.40	14.65
Weatherford	14.40	14.65
Willow Park	14.40	14.65

Environs Only Towns	Atmospheric Pressure PSIA	Standard Serving Pressure PSIA
Jermyn	14.40	14.65
Palo Pinto	14.40	14.65
Perrin	14.40	14.65
Possum Kingdom	14.40	14.65
Punkin Center	14.40	14.65
Whitt	14.40	14.65

The Consumer and the Company may, at the Company's option, agree to a higher serving pressure. Service regulators shall be set as close as practical to the standard serving pressure under a load condition of approximately 10 percent of meter capacity. Increases in serving pressure because of the inadequacy of the Consumer's facilities shall not be permitted.

11.2 UNIT OF MEASUREMENT

The standard unit of measurement shall be one hundred cubic feet (Ccf). A cubic foot shall be defined as the amount of gas which occupies a volume of one cubic foot at the standard serving pressure and at a temperature of 60 degrees Fahrenheit. Whenever the Company delivers gas at any pressure other than the standard serving pressure, volumes shall be corrected to the standard serving pressure in the manner provided in this Tariff, provided however, that such correction may be made to any other standard provided in the rate schedules or special agreement under which the Customer is served. The Company may, at its sole option, waive the correction of measurement for temperature deviation.

11.3 BILLING UNIT

Unless otherwise specified on the rate schedules or by special agreement, Customers shall be billed on the basis of Ccf measured at or corrected to the standard serving pressure. The index of the meter shall be the sole determinant of volumes passing through the meter. Whenever the meter reads directly in hundreds or smaller units, a reading of one-half a billing unit or more (500 Ccf or more) shall be considered a whole billing unit. Readings of less than one-half a unit shall be disregarded for billing. In those cases in which heating value is used as the billing unit, the calculation of the heating value in BTU's shall be made in accordance with Section 11.7 of this Tariff.

11.4 PRESSURE CORRECTION - STANDARD METERING

Whenever gas is delivered to any Customer served under a rate schedule which provides for standard metering, the Company shall correct actual volumes measured to volumes which would have been measured if the gas had been delivered at the standard serving pressure. Corrections shall be made by one of the following methods:

- a) The Company may install pressure or pressure and temperature compensating measurement equipment whenever the cost of this equipment is justified by the volumes served. Such measurements shall be equipped with devices which mechanically or electronically correct the actual measured volumes in accordance with Boyle's Law. Variations in actual atmospheric pressure shall not be considered.
- b) The Company may use factor billing whenever the volumes to be delivered are too small to justify special metering. The factor shall be determined by dividing the actual serving pressure by the standard serving pressure, both expressed in absolute units based on the standard atmospheric pressure in the area as specified in Section 11.1 hereof. This factor shall be applied to the measured volumes to determine the correct number of billing units.

11.5 METERING - SPECIAL POSITIVE DISPLACEMENT

Whenever gas is delivered to any Customer served under a rate schedule which provides for special metering and positive displacement or turbine type metering is used, all volumes shall be determined in accordance with the recommendations of the manufacturer of the meter. Meters may be read in actual volumes which shall then be corrected to the standard billing unit or may be furnished with

devices designed to correct the actual volumes to the standard billing units. The following criteria shall be used in the correction of volumes or design and calibration of correcting devices:

- a) Pressure correction shall be made in accordance with Boyle's Law. Calculations based on pressure reading on a continuously recording chart shall use the average pressure indicated thereon applied to the measured volumes. Correcting devices shall be set at the specified serving pressure and the service regulators shall be adjusted as close to that pressure as practical. Corrections for deviations from Boyle's Law ("supercompressibility") may be made whenever the volumes delivered justify the cost of making such corrections;
- b) The flowing temperature of the gas shall be assumed to be 60 degrees Fahrenheit unless temperature correction is provided. Corrections shall be made in accordance with Charles' Law.
- c) Whenever a continuously recording instrument is used, the average temperature indicated thereon shall be applied to the measured volumes. The specific gravity of the gas shall be assumed to be the value last indicated by test or reported by the upstream pipeline supplier prior to the installation of the metering facilities. Whenever subsequent reports or tests indicate significant changes in gravity, volume calculations shall be changed prospectively to reflect the new gravity.

11.6 METERING - SPECIAL ORIFICE

Whenever gas is delivered to any Customer served under a rate schedule with provisions for special metering and orifice metering is used, all volumes shall be determined in accordance with the recommendations for measuring gas contained in the American Gas Association's Gas Measurement Committee Report No. 3, Orifice Metering of Natural Gas (1992), and subsequent revisions thereof. Orifice meter charts shall be calculated using a standard integrating device or other method recognized in the industry. The following criteria shall be used in the correction of volumes or design and calibration of orifice metering:

- a) Correction for deviation of gas from Boyle's Law shall be made in accordance with Report No. 3.
- b) Temperature of gas passing the meter shall be assumed to be 60 degrees Fahrenheit unless suitable equipment has been installed to measure actual flowing temperature. The arithmetical average of the temperature recorded during each meter charge period while the gas is flowing shall be used in the computations of volumes during the period.
- c) The standard atmospheric pressure for the area served shall be used for measurement irrespective of any variation in the actual barometric pressure.
- d) The specific gravity of the gas shall be assumed to be the value last obtained in a spot test made with a gravity balance, impact type unit or other acceptable method. Tests shall be made as frequently as found necessary to assure accurate measurement.

11.7 BTU MEASUREMENT

The heating value of gas for use in billing shall be defined as the gross thermal value of one cubic foot of gas at a pressure of 14.65 psia and temperature of 60 degrees Fahrenheit on a dry basis. The number

of billing units delivered shall be determined by multiplying the heating value determined in accordance with this Section by the volumes delivered during the period, expressed in the same units and measured at, or corrected to 14.65 psia and 60 degrees Fahrenheit, and multiplying by the factor necessary to convert the heating value/measurement units to the billing units provided in the appropriate rate schedule. The heating value of the gas shall be determined using one of the following methods:

- a) Processing a continuous sample of the main stream at the meter location through a recording calorimeter of a standard type;
- b) Analysis of gas samples accumulated from the main stream at the meter location in a sample bottle of an approved type:
 - i) passing the sample through a recording calorimeter of a standard type;
 - ii) passing the sample through a flow calorimeter of a standard type; or
 - iii) passing the sample through a chromatograph to determine the chemical composition and calculating the total heating value from the sum of the constituents.

11.8 CUSTOMER-OWNED METERS

A Customer may install and operate a meter or any other device to measure gas volumes, pressure, temperature, BTU content or specific gravity downstream of the point of delivery. Unless expressly otherwise agreed to by the Company and Customer, however, the Company's meter and equipment shall be the sole determinant of volumes for Company's billing purposes.

METER READING AND ACCURACY

12.1 METER READING

Meters shall be read as nearly as may be practical on the same day of each calendar month. Whenever a reading of a general service meter is missed or the meter is not registering, the Company shall estimate the amount of gas used during the period. Such estimates shall be based on either -

- a) That Customer's use of gas during the same period(s) in previous years;
- b) That Customer's normal use of gas during preceding months; or
- c) The use of a similar Customer for the period missed.

If practical, an actual reading shall be made after two consecutive estimated bills. All meters in Special Service shall be read at least once a month. Whenever such a meter fails to register or is misread, the amount of gas used during the preceding period shall be estimated using data applicable to that Special Service Customer only. The Company will make a special reading of any meter upon request and payment of a service charge will be made in accordance with Section 21.1. The time of the special reading shall be agreed upon with the Customer so that he or she may be present. If the original reading was in error (subject to consumption between the two readings) the service charge will be refunded to the Customer.

12.2 ACCESS TO THE METER

The Customer shall permit the Company safe access to the meter at all reasonable times for reading thereof and at all reasonable times for reading, maintenance, testing, or replacement of the meter. Upon

the Customer's failure or refusal to grant such access, the Company may issue a written notice to the Customer, advising them the situation must be corrected and access granted within 20 days and that failure to do so can result in the disconnection of service and removal of the meter. Additional fees may apply and will be assessed to such Customer as specified in Section 21.1.

12.3 METER ACCURACY

The accuracy limit of all Company meters is established at two percent (2%) fast or slow. Any meter found to be registering outside of the limits of accuracy shall immediately be removed or repaired. As long as the meter is operating within the limits of accuracy, it shall be the conclusive determination as to the quantities of gas delivered to the Customer on whose service it is set.

12.4 METER TESTING AT CUSTOMER REQUESTS

The Company shall have the right to remove and/or test the meter used to determine the quantity of gas delivered. The Customer may request that the Company make a special test of the meter through which he or she is served. Requests for such tests shall be made in writing and the Company shall have 10 days after receipt of the request to remove the meter for testing or to test the meter in place. Tests on removed meters shall be conducted within a reasonable time. If the test is to be performed after the period of presumed accuracy listed by the manufacturer or if the test is to be performed for a residential or small commercial Customer for whom no such test has been performed within the previous four (4) years for the same Customer at the same location, no service charge will be assessed. Otherwise, the Customer shall pay a service charge for such test as specified in Section 21.1.

12.5 BILLING ADJUSTMENTS - GENERAL SERVICE

Whenever it has been determined that a meter reading and the subsequent billing has been in error, the Company shall recalculate the affected bill(s). If the date and amount of the error can be definitely fixed, the Company shall refund or may bill the affected Customer for the entire difference between the actual bills rendered and the amount which should have been billed. If a meter is found to have registered inaccurately (such as a meter found to be registering fast or slow), the Company shall refund or bill an amount equal to the difference between the actual bills rendered and the amount which would have been billed if the meter was 100 percent accurate during the time since the last previous test or six months, whichever is less. If the meter is found not to have registered, then the rebilling shall be limited to a three-month period previous to the time the meter is found not to be registering. The determination of amounts used but not metered is to be based on consumption during other like periods by the same Customer at the same location, when available, and on consumption under similar conditions at the same location or of other similarly situated Customers, when not available. Undercharges billed to the Customer may be repaid in a series of equal installments over a reasonable period of time. This Section shall not apply to meter errors found as a result of routine testing in the Company's or its designee's meter shop.

12.6 PROVISIONS FOR SPECIAL SERVICE

The following modifications shall apply to the provisions of this Section for all Special Service rate schedules and service under special written agreements:

- a) Orifice and turbine meters shall be tested at least four times per year at intervals not to exceed 120 days. Should the Customer so elect, tests shall be made in the presence of his or her representative.

- b) Whenever a meter is found to be registering above or below the limits of accuracy, adjustment of the bill (either up or down) shall be limited to the monthly billing subsequent to the last meter test. The adjustment shall be made upon the basis of the best data available, using the first of the following methods, whichever is most appropriate:
 - i) by using registration of Customer's check meter(s);
 - ii) by correcting the error, if the percentage of error is ascertainable by calibration test or mathematical calculation; or
 - iii) by estimating the quantity of gas delivered by comparison with deliveries during the preceding period under similar conditions when accurate registration was obtained.

12.7 PERIODIC TESTS

The Company shall make periodic tests of meters, associated devices and instruments to assure their accuracy. Such tests shall be scheduled within the calendar year or earlier, when the interval is stated in years; or within the calendar month, or earlier when the interval is stated in months. The basic periodic test interval shall be no longer than provided for in the manufacturer's recommendations, a copy of which is available upon request.

BILLING AND PAYMENT OF BILLS

13.1 RENDERING OF BILLS

Bills for all service shall be rendered monthly as promptly as feasible after the meter has been read. Bills shall be due and payable in full on or before the due date, which shall be stated on the face of the bill and shall not be earlier than fifteen (15) days after the bill is mailed (including electronic mail). Bills shall be considered to have been rendered when deposited in the United States Mail with postage prepaid thereon or, when the customer has elected to receive billings via electronic mail, when the electronic document has been sent. Payment shall be considered received when the correct amount has been received through a company authorized payment method. If not paid by the date due, the bill shall be considered delinquent.

13.2 BILLING PERIOD

Bills shall be rendered at regular monthly intervals unless otherwise authorized or unless service is rendered for a period of less than a month.

13.3 ESTIMATED BILLS

In the event any meter cannot be read at the end of the billing period, the Company shall bill the Customer on the basis of an estimated consumption determined in accordance with Section 12.1 of this Tariff. The next bill based on actual reading after an estimated bill shall make any corrections necessary to bring the Customer's account to a current status for the actual consumption.

13.4 DISPUTED BILLS

- a) In the event of a dispute between the Customer and the Company regarding the bill, the Company will make such investigation as is required by the particular case and report the results

to the Customer. If the Customer wishes to obtain the benefits of subsection b) of this Section, notification of the dispute must be given to the Company prior to the date the bill becomes delinquent. In the event the dispute is not resolved, the Company shall inform the Customer of the complaint procedures of the appropriate regulatory authority.

- b) Notwithstanding any other subsection of this section, the Customer shall not be required to pay the disputed portion of the bill which exceeds the amount of that Customer's average usage for the billing period at current rates until the earlier of the following: resolution of the dispute or the expiration of the 60-day period beginning on the day the disputed bill is issued. For purposes of this section only, the Customer's average usage for the billing period shall be the average of the Customer's usage for the same billing period during the preceding two years. Where no previous usage history exists, the average usage shall be estimated on the basis of usage levels of similar Customers and under similar conditions.

13.5 PAYMENT RE-PROCESSING FEE

The Company may charge or add to the Customer's account and collect a fee (as provided in Section 21.1d) to recover costs for reprocessing any payment, including paper check, electronic transfer payment, and debit and credit card payment, that has been rejected or returned to the Company by the bank for any reason other than bank error.

13.6 E-BILL

The Customer may at its option receive bills and notices via electronic mail, thereby eliminating paper bills and notices.

13.7 PAYMENT OPTIONS

The Company, at its option and discretion, may contract with payment vendors to provide various payment options and authorize these vendors to accept payments from Customers on the Company's behalf. Payment options may be electronic, telephonic, in person, or by mail and may include automatic bank draft, credit/debit card, check, or cash. Contracted payment vendors may charge Customers an additional fee of the use of that payment option and shall be solely responsible for collecting that fee from the Customer.

QUALITY OF GAS

14.1 HEATING VALUE

Gas delivered to Consumers in all service areas shall have an average gross heating value of at least 900 British Thermal Units per cubic foot measured when saturated with water vapor at a pressure of 14.73 psia and temperature of 60 degrees Fahrenheit. Gas of lesser heating value may be delivered for short periods, providing that the average heating value for the calendar month in which the reduction occurs is equal to or greater than the standard and that the burning characteristics of the gas are not significantly altered.

14.2 CHARACTER OF GAS

All gas furnished to Consumers in the North Texas Service Area shall be of merchantable quality suitable for use in standard gas burning appliances. Merchantable quality shall mean that the gas must

be commercially free from dust, resins, water and hydrocarbons in liquid form at the pressure and temperature at which the gas is delivered.

14.3 ODORIZATION

All gas shall be odorized with a chemical odorant at a sufficient rate to make it readily detectable. Gas containing enough natural odorant as prescribed by the Railroad Commission of Texas need not be odorized unless the odorant level drops below the acceptable level.

SERVICE WORK

15.1 CERTAIN SERVICES PROVIDED AT NO CHARGE

When a Customer or Consumer smells or detects natural gas and contacts the Company, the Company shall provide to the Consumer at no-charge to the Customer or Consumer leakage and pressure investigations to ensure that unsafe conditions do not exist. Where leakage or unsafe conditions are determined by the Company to be in the Customer's or Consumer's piping or equipment, the Customer or Consumer will be so advised and service will be discontinued until such time that all leakage and other unsafe conditions have been properly corrected by the Customer or Consumer. In addition, when service is initiated, gas air adjustments on a standard domestic and commercial gas range and water heater will be made.

Any other work performed on any Consumer's appliances or housepiping will be on a charge basis.

15.2 OTHER SERVICE

The Company may have personnel available for and may undertake other service work on the Consumer's premises on a charge basis, as time permits. Charges shall be made at the Company's standard rate in the Service Area and such work and the associated revenues and costs shall be considered non-utility.

15.3 EXPEDITED SERVICE

A Customer may request an expedited service. Charges may apply. (See Section 21 – Fees and Deposits)

15.4 NO ACCESS

A fee may be charged to a Customer who requests a specific time for service, if the Company agrees to the time, sends appropriate personnel to the appointed location and the Customer is not present to allow access to the premises. (See Section 21 – Fees and Deposits)

15.5 MATERIALS OR EQUIPMENT FURNISHED BY THE COMPANY

The Company shall furnish and install the service pipe, and equipment related thereto, including meter valve and service regulator, from the Company's main to the Customer's meter. Although affixed to or buried in the Customer's property, the entire service line and meter set shall become the property of the Company and shall be operated and maintained by the Company.

15.6 MATERIALS OR EQUIPMENT FURNISHED BY THE APPLICANT

The Applicant shall furnish and install at his or her expense all piping, conversions of existing equipment, and appliances required to conduct and utilize the gas furnished by the Company. The adequacy, safety, and compliance with applicable codes and ordinances of piping, conversion equipment and appliances shall remain the responsibility of the Applicant and no action of the Company in accordance with this Tariff shall release the Applicant of the responsibility to furnish and install the facilities required by this Section.

15.7 CODES AND ORDINANCES

All piping, installations, and conversion equipment owned by the Applicant shall comply with all applicable federal, state, and city ordinances and shall be properly designed for the pressures and volumes to be handled. Where there are no appropriate ordinances, the applicable provisions of the National Fuels Gas Code 54; ANSI Z223.1, and any amendments thereto shall apply.

15.8 INSPECTIONS AND TESTS

The Company shall have the right to inspect new installations and/or conversions of appliances and equipment prior to initiation of service and to require any test or repair of the Applicant's facilities it deems necessary, at no charge to the customer.

15.9 REFUSAL TO SERVE

The Company shall refuse service to any Applicant who refuses Company or Company's representatives access to or entry for observation or whose facilities do not comply with the applicable provision of this Tariff. The right to refuse service shall terminate upon satisfactory correction of the condition that was the cause for refusal. Initiation of service, however, shall not be considered acceptance or approval by the Company of such facilities.

MAINTENANCE OF EQUIPMENT

16.1 MAINTENANCE BY COMPANY

The Company shall maintain all facilities owned by it and shall be responsible for the safe conduct and handling of the gas until it passes the point of delivery. The Company's representative shall have the right to enter the Customer's premises at any reasonable time, in the event of an emergency at any time, to read the meter or make any necessary inspection, repair, adjustment, or replacement of any property owned by the Company.

16.2 MAINTENANCE BY THE CUSTOMER

The Customer shall maintain all facilities owned by him or her and shall be responsible for the safe conduct and handling of the gas after it passes the point of delivery. The Customer shall remove, repair or adjust any Customer-owned property which may pose a threat of damage to the property of the Company. The Customer shall take all reasonable means to assure that no one other than an employee of the Company shall adjust, repair, disconnect or change the meter or other Company facilities in any way. In case of loss or damage to the Company's property from the negligence or willful acts of the Customer or Consumer or the Customer's or Consumer's representatives, the Customer will reimburse the Company for all costs of repairing or replacing the damaged property, including any costs of collection such as attorney's fees.

16.3 LEAKS - RIGHT TO DISCONNECT FOR

The Customer or Consumer shall give the Company notice of any leaking or escaping gas as soon as it is detected. Upon receipt of this notice, the Company shall investigate the matter as promptly as feasible under the circumstances. If the Company's test indicates leakage in the Customer's or Consumer's facilities, the Company shall have the right to disconnect service immediately until the Customer or Consumer has had the condition corrected. If leakage is found to be from Company owned facilities, the Company shall have the right to disconnect service for a reasonable period of time until it can be corrected by the Company. The Company shall have the right to disconnect service immediately if any of the Customer's or Consumers appliances or equipment is, in the Company's opinion, operating in an unsafe manner.

16.4 FACILITIES CURRENTLY OWNED BY THE CUSTOMER

Any facilities downstream of the meter installed by the Customer shall remain the property and responsibility of the Customer. Whenever the condition of the facility is such that replacement is required, the work shall be done by the Company pursuant to the provisions of Section 16.7 of this Tariff. New facilities will continue to be installed pursuant to Sections 7.1 and 7.2 of this Tariff.

16.5 RESPONSIBILITY

Nothing in this Section shall make the Company responsible for the safe upkeep of any Customer or Consumer-owned facilities.

16.6 RELOCATION OF COMPANY FACILITIES

- a) A charge of not more than actual cost may be made for relocating a meter or other Company equipment on the same premises at the request of the Customer or Consumer.
- b) If the Company shall for its own convenience and not for the safety or convenience of the Customer, change the point of delivery or change the location of its equipment on private property, the Company shall bear the expense.

16.7 REPLACEMENT OF CUSTOMER-OWNED PIPING

- a) When repair or replacement of Customer-owned piping becomes necessary due to deterioration of the line, damage to the line (except when caused by Customer or Customer's agent), relocation of the Company's distribution main, or for other safety reasons, the Company will relocate Customer's meter to the exterior of the building wall, as close as possible to the existing stub out (where piping exits the structure), and will replace the service piping up to the stub out. The Company will own and be responsible for all service piping from the main line to the meter, and Customer will own and be responsible for all piping from the meter to the building.
- b) The Customer may be billed for all costs of the meter relocate and pipeline replacement.
- c) In the absence of any provision contained in a deed of dedication authorizing the Company to install the service piping and meter on Customer's premises, the owner of the premises shall execute an agreement establishing the meter location, authorizing the Company to install or replace the line, and granting Company access for such work. If the Customer or owner of the

premises refuses to give Company personnel or Company authorized personnel appropriate access to the property for purposes of installation, the Customer will retain responsibility for his/her facilities and shall bear the expense of any replacement or repairs.

DISCONTINUANCE OF SERVICE

17.1 BY CUSTOMER

The Customer shall be responsible for all charges for gas service from the time Customer gives notice of the intention to discontinue service until the Company has read the meter or for five working days from the date of such notice, whichever is the shorter period of time.

17.2 FOR NON-PAYMENT

The Company shall have the right to discontinue service to any Customer for non-payment of bills or other charges authorized by this Tariff or the applicable rate schedules, following the due date specified in Section 13.1 hereof. Before discontinuing service for non-payment, the Company shall mail a separate written notice to the Customer in English and Spanish with the words “TERMINATION NOTICE” or similar language prominently displayed. This notice shall include a telephone number to contact the Company, the amount of the delinquent bill and the date by which the bill must be paid to avoid disconnection; and a statement of how to contact the Company in case of illness or other emergency. If a representative of the Company makes an attempt to collect a past due amount, a collection fee per visit shall be assessed to such Customers as specified in Section 21.1.

No Customer shall be disconnected for non-payment:

- a) Within a period of 5 working days after mailing of the notice or the day following the date indicated in the notice, whichever is the later time.
- b) After full payment of the delinquent bill except when there is not sufficient time to advise Company’s service personnel of receipt of the payment.
- c) Before 7:00 AM or after 7:00 PM on any day or on Friday, Saturday, Sunday, Holiday, or day before a holiday unless Company personnel are available the following day for the purpose of making collections or reconnecting service.
- d) If within 5 working days after the date of delinquency of the bill the Company receives a written request from the Customer not to discontinue service for health reasons and the request is accompanied by a written statement from a licensed physician. Upon receipt of such request, the Company will suspend termination of service for a period up to 20 days. The Customer shall sign an installment agreement which provides for payment of such service along with timely payments for subsequent monthly billings.

17.3 SPECIAL CONDITIONS

The Company shall have the right to discontinue service to any Consumer for any of the following reasons:

- a) Without notice for the presence of what the Company considers to be an unsafe condition on the Consumer’s premises or if an emergency exists;

- b) Without notice for willful destruction or damage to or tampering with the Company's property by the Consumer or by others with knowledge or negligence of the Consumer;
- c) Within 5 working days after written notice if the Consumer uses his or her equipment in any way which causes or creates a potential for adverse affect on the Company's service to others;
- d) Without notice if failure to curtail by such Consumer endangers the supply to Consumers in Priority Class A or B;
- e) 5 working days after written notice from the Company for refusal to grant Company personnel or its designee's access to the Consumer's premises at any reasonable time for any lawful purpose;
- f) 5 working days after written notice from the Company for use, sale or delivery of gas in violation of the provisions of this Tariff or violation of any applicable laws, orders or ordinances, provided that disconnection may be made without notice if the violation creates an unsafe condition;
- g) For Customers acquiring their own supplies of gas, the Company may discontinue service upon request of a Supplier, provided however, that the Supplier represents to the Company that notice has been given to the Customer by the Supplier of delinquency in payment at least five working days prior to Supplier's request for disconnection, and provided that Supplier agrees to indemnify and hold harmless the Company from any potential resulting liability;
- h) If a Customer fails to uphold the terms of an individual installment agreement or contract; or within 5 working days after written or electronic notice, for Consumers enrolled in e-bill, that any payment including paper check, electronic transfer payment, and debit or credit card payment, that has been rejected or returned to the Company by the bank.

17.4 RIGHT OF ENTRY

The Company shall have the right to enter the Consumer's premises at any reasonable time to shut off service in accordance with this Tariff and to remove its meter and any other Company property. If the Company is required to take legal action to enforce its rights hereunder, the Company shall be entitled to recover all of its necessary expenses and fees including, but not limited to attorneys' fees.

17.5 ABANDONMENT OF SERVICE

Unless requested by the Customer, service shall not be abandoned (permanent disconnection of any Customer other than a temporary Customer) without permission of the Regulatory Authority. Failure of the Customer to request reinstatement of service within a reasonable period of time after disconnection shall be considered a request for permanent discontinuance of service.

RE-ESTABLISHMENT OF SERVICE

18.1 FOR NON-PAYMENT

When service has been disconnected for non-payment, the Company shall require that the Customer pay the total amount of his or her account then due plus the prescribed reconnect fee or make

satisfactory arrangements for that payment before service is reinstituted. In addition, the Company shall require that the Customer re-establish satisfactory credit in accordance with Section 5 of this Tariff.

18.2 FOR OTHER REASONS

If disconnection has been made by the Company for reasons other than non-payment, service shall not be reinstated until the condition for which it was terminated has been corrected to the Company's satisfaction. The Customer shall also be required to pay a reconnect fee before service is turned on. When service has been disconnected at the Customer's request for a period of one year or more, the request for service shall be treated as a new application. When service has been disconnected for less than one year, the request shall be treated in the same manner as a disconnection for non-payment.

18.3 RECONNECTION

The Company shall restore service as soon as feasible after receipt of a reconnection request and compliance with the requirements of this Section. The Company shall charge a non-refundable reconnection fee for all Customers in accordance with Section 21.1. The restoration of service will be accomplished as expeditiously as scheduling permits. If the Customer requests service after hours or earlier than reconnection would otherwise be scheduled, the Company shall offer expedited service in accordance with Section 21.1. Customer shall be advised that an additional fee will be charged and must agree to pay such charge. In the event the Company is required to make more than one call because the reason for disconnection has not been properly corrected, the reconnect fee may be charged for each call made. No fee shall be charged for any reconnection made after disconnection due to Company's operation. See Section 21.1 for fees.

NOTICE

19.1 GENERAL

Notice is required for all matters in this Tariff other than billing and payment of bills, which shall be deemed to have been given by the Customer when a letter with postage prepaid has been deposited in the United States Mail addressed to the Company at the office specified on the front sheet of this Tariff, and to the Customer when addressed to Customer at his or her last known service address, or to either party when directly communicated to the other party in person or by telephone.

AVERAGE BILL CALCULATION PLAN

20.1 DESCRIPTION-RESIDENTIAL

Any residential Customer may elect to participate in the Company's Average Bill Calculation Plan ("ABC Plan"), or as such ABC Plan may be modified from time to time for payment of charges for gas service. In the event the Company modifies the ABC Plan, the Company shall notify individual Customers of those changes when the Customer requests enrollment. In general, the conditions under which a Customer may participate in the ABC Plan are set forth below:

- a) The Company reserves the right to adjust the monthly ABC Plan payments of any Customer at any time for changes in conditions or rates;

- b) The Company shall advise each Customer in the ABC Plan of the monthly ABC Plan payment to be paid by the Customer. Each participating Customer will receive a regular monthly gas bill which will reflect actual consumption and charges for that billing month and the amount of any debit or credit balance before the payment of that month's ABC Plan payment. The Customer shall continue to pay the monthly ABC Plan payment amount each month for gas service, notwithstanding the current gas service charge shown on the bill;
- c) In addition to the monthly ABC Plan amount, any other charges incurred by the Customer shall be paid monthly when due;
- d) Interest shall neither be charged to the Customer on accrued ABC Plan debit balances nor paid by the Company on accrued ABC Plan credit balances;
- e) Any amount due the Customer or the Company will be settled and paid at the time a Customer, for any reason, ceases to be a participant in the ABC Plan;
- f) Any Customer's participation in the ABC Plan may be discontinued by the Company if the monthly plan payment has not been paid on or before the due date of the monthly plan payment; and
- g) If any Customer in the ABC Plan shall cease, for any reason, to participate in the ABC Plan, then the Company may deny that Customer's reentry into the ABC Plan until the following year.

FEES AND DEPOSITS

21.1 FEES

a) Initiation of Service:

- i) Connect: (Section 5.4) \$35.00

A connection fee shall be charged to any Applicant for the cost involved in initiation of service. This fee shall be charged when a meter is set and/or gas turned on.

- ii) Read-In: (Section 5.4) \$10.00

A read-in fee shall be charged to any Applicant for the cost involved in initiation of service. This fee shall be charged when only a meter reading is required.

- iii) Special Handling & Expedited Service: (Sections 5.4 and 15.3)

In addition to initiation of service fee above, a fee may be charged to any Applicant whose request to initiate service cannot be worked during normal business hours or requires special handling. Applicant must be advised that an additional fee will be charged and must agree to pay such charge. These charges include:

- 1) Special Handling \$6.00

The Company may, at Applicant or Customer's request, provide special handling in order to meet the Applicant or Customer's requirements. Special handling does not include calling the Applicant/Customer in advance or A.M. or P.M. scheduling.

- 2) Expedited Service and Overtime Rate \$67.50

The Applicant or Customer's request for expedited service may be scheduled at any time to fit the Company's work schedule, and an Expedited Service charge shall be collected. The Company shall not be obligated to provide Expedited Service when the personnel and resources to do so are not reasonably available.

- b) Services - Others As stated below

Whenever service is furnished from the facilities of others and the Company must pay any special fees to the supplying Company, the Applicant may be requested to reimburse the Company for such charge.

- c) Customer Requested Meter Test: (Section 12.4)

Positive Displacement	<u>Charge</u>
Up to 1500 cubic feet per hour	\$80.00
Over 1500 cubic feet per hour	\$100.00

Orifice Meters

All sizes \$100.00

d) Payment Re-processing Fee: (Section 13.5) \$25.00

e) Collection Fee: (Section 17.2) \$12.00

A Collection Fee shall be charged to any Customer whose failure to respond to a termination notice necessitates the dispatch of a Company representative to attempt collection of payment from Customer.

f) Reconnect Fees: (Section 13.3) \$35.00

A reconnect fee shall be charged to any Customer whose service is terminated and then re-initiated unless terminated in error by the Company. This fee is the same as the Standard Initiation Fee charged for new service.

(i) Regular Labor and After Hours Rates \$45.00 (Regular)
\$67.50 (After Hours)

Charge for non-routine services including but not limited to repeat high bill investigations and building meter loops.

g) Special Read: (Section 12.1) \$10.00

A special read fee shall be charged for customer requested reading of a meter of which estimated billing has been made. This is not in connection with Section 12.4.

h) Meter Exchange (Customer Request): (Section 16.6) \$100.00 without ERT
\$150.00 with ERT

A fee will be charged for customers requested meter exchanges when a meter is working properly or is done for the customer's convenience.

i) Unauthorized Consumption (Section 16.2) \$20 plus expenses

Charges for the replacement of an illegally broken meter seal or locking device to the Customer who could be reasonably expected to benefit from gas service received through said meter.

j) No Access Fee (Section 15.4) \$10.00

A fee charged to a Customer who schedules an appointment but fails to appear.

k) Meter Removal Fee (Section 12.2) \$50.00

l) Account Research Fee \$25.00/hr

A fee will be charged for Customer account information requiring research of accounting/billing information.

- m) Excess Flow Valve Installation Fee \$400.00

Pursuant to Code of Federal Regulations, §192.383(d) a fee for installation of an excess flow valve (EFV) will be assessed when a Customer requests such installation on the Customer's service line. The EFV will be installed at a date mutually agreeable to both Company and Customer, but after January 1, 2018. The Company reserves the sole right to conduct any required maintenance that may result from the installation. The customer shall be assessed a one-time installation fee.

- n) Meter Tampering – Residential: (Section 16.2) \$100.00

A fee will be charged to repeat customers who knowingly tamper with Company property (i.e. broken meter locks, broken stop cocks, tampered meter dials, and broken meter blind seals).

21.2 DEPOSITS

- a) Advances: (Section 8.4) As stated below

Estimated expenditure to serve the premises of new business beyond the existing distribution facilities of the Company.

- b) Customer Deposits: (Section 10.1) As stated below

Minimum deposit residential:	\$75.00
Minimum non residential deposit:	\$250.00

TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through the Company's distribution system. The customer must arrange with its gas supplier to have the customer's gas delivered to one of the Company's existing receipt points for transportation by the Company to the customer's facilities at the customer's delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company's North Texas distribution system which includes the incorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, and Willow Park, Texas. Such service shall be provided at any point on the Company's System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

All Classes \$ 250.00 per month

Plus – All Ccf per monthly billing period listed by customer class as follows:

Commercial	-	\$0.57978 per Ccf
Industrial	-	\$0.55395 per Ccf
Public Authority	-	\$0.54101 per Ccf

TRANSPORTATION SERVICE RATE
(Continued)

ADDITIONAL CHARGES

- 1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.
- 2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.
- 3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the North Texas Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.
- 4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.
- 5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.
- 6) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT Rider.

SUBJECT TO

- 1) Tariff T-TERMS, General Terms and Conditions for Transportation.
- 2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company's rate schedule which would otherwise be available to such customer.
- 3) Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

**GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE**

1.1 REQUIREMENTS FOR TRANSPORTATION SERVICE

Nothing shall be deemed to supersede the respective rights and obligations of Company and Customer as provided by Texas statutes, rules, and/or regulations. The Company reserves the right to seek modification or termination of transportation service or any of the tariffs to which it applies and the unilateral right to seek regulatory approval to make any changes to, or to supersede, the rates, charges and terms of transportation service. This rate schedule shall apply to customers who have elected Transportation Service through the Company's North Texas distribution system which includes the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, Willow Park, Texas and the unincorporated cities of Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas.

1.2 DEFINITIONS

The following definitions shall apply to the indicated words as used in this Tariff:

<u>Adder:</u>	Shall mean the Company's incremental cost to purchase natural gas.
<u>Aggregation Areas:</u>	Shall mean aggregation pools established by the Company within geographic, operational, administrative, and/or other appropriate parameters, for the purposes of nominating and imbalances.
<u>Btu:</u>	Shall mean British thermal unit(s) and shall be computed on a temperature base of sixty degrees (60°) Fahrenheit and at the standard pressure base of the applicable service area and on a gross-real-dry basis and shall not be corrected for real water vapor as obtained by means commonly acceptable to the industry, and "MMBtu" shall mean one million (1,000,000) Btu.
<u>Commission or The Commission:</u>	The Railroad Commission of Texas.
<u>Company:</u>	Texas Gas Service, a Division of ONE Gas, Inc.
<u>Customer:</u>	Any person or organization now being billed for gas service whether used by him or her, or by others.
<u>Cumulative Tolerance Limit:</u>	Shall mean the percent of aggregate historical annual deliveries of a Qualified Supplier's Aggregation Area pool of customers for the most recent year ended on June 30. The Company, at its sole discretion, may make adjustments to the Cumulative Tolerance Limit.
<u>Consumption Period:</u>	Shall mean a volumetric billing period.
<u>Day or Gas Day:</u>	Shall mean the 24-hour period commencing at 9:00 a.m. (central clock time) on one calendar day and ending at 9:00 a.m. (central clock time) the following calendar day.

<u>Dekatherm (Dth):</u>	Shall mean 1,000,000 Btu's (1 MMBtu). This unit will be on a dry basis.
<u>Electronic Flow Measurement (EFM):</u>	A device that remotely reads a gas meter.
<u>Gas or Natural Gas:</u>	Shall mean the effluent vapor stream in its natural, gaseous state, including gas-well gas, casing head gas, residue gas resulting from processing both casing head gas and gas-well gas, and all other hydrocarbon and non-hydrocarbon components thereof.
<u>Mcf:</u>	Shall mean one thousand (1,000) cubic feet of Gas
<u>Month:</u>	Shall mean the period beginning at 9:00 a.m. central clock time on the first Day of each calendar month and ending at 9:00 a.m. Central clock time on the first Day of the next succeeding calendar month.
<u>Monthly Tolerance Limit:</u>	Shall mean five percent (5%) of the aggregate deliveries for a Qualified Suppliers Aggregation Area pool of customers for such month.
<u>Payment in Kind (PIK):</u>	Shall mean a reimbursement for lost and unaccounted for gas.
<u>PDA:</u>	Shall mean a predetermined allocation method.
<u>Pipeline System:</u>	Shall mean the current existing utility distribution facilities of Company located in the State of Texas.
<u>Point of Delivery:</u>	Shall mean the point or points where gas is delivered from the Pipeline System to Customer.
<u>Point of Receipt:</u>	Shall mean the point or points where Company shall receive Gas into the Pipeline System from Customer.
<u>Point Operator:</u>	Shall mean the person or entity that controls the Point of Receipt or Point of Delivery.
<u>Qualified Supplier:</u>	Shall mean an approved supplier of natural gas for transportation to customers through the Company's pipeline system.
<u>Regulatory Authority:</u>	The City Council or equivalent municipal governing body of each respective city in the North Texas Service Area, or the Railroad Commission of Texas, as applicable.
<u>Service Area:</u>	The area receiving gas utility service provided by the Company under the terms of this Tariff.
<u>Tariff:</u>	Shall mean every rate schedule, or provision thereof, and all terms, conditions, rules and regulations for furnishing gas service filed with the regulatory authorities or agencies having jurisdiction over Company or the services provided hereunder.

<u>Transportation Form:</u>	Shall mean the Company approved selection of transportation service document.
<u>Transportation Rate Schedule:</u>	A rate schedule designed for service to any Customer for the transportation of Customer-owned natural gas through the Company's distribution system.
<u>Transportation Service:</u>	The transportation by the Company of natural gas owned by someone other than the Company through the Company's distribution system.
<u>Week:</u>	Shall mean a period of seven (7) consecutive Days beginning at 9:00 a.m. central clock time on each Monday and ending at the same time on the next succeeding Monday.
<u>Year:</u>	Shall mean a period of three hundred sixty-five (365) consecutive Days, or three hundred sixty-six (366) consecutive Days when such period includes a February 29.

1.3 COMPANY'S RESPONSIBILITY

Company shall deliver to Customer, at the Point of Delivery, volumes of gas, as received from designated Qualified Supplier, for the Customer, at a mutually agreed upon Point of Receipt, less Payment in Kind (PIK).

- a) In no event shall Company be required to expand, modify, construct, rearrange, or change the operations of the Pipeline System in order to receive gas from or on behalf of Customer or in order to deliver gas to Customer at any existing Points of Delivery. Company reserves the right in its sole discretion to remove, relocate, expand, or rebuild, without approval of Customer, any portion of the Pipeline System. Customer shall make no alterations, additions, or repairs to or on the Pipeline System.

1.4 CUSTOMER'S RESPONSIBILITY

Customer, by selecting service under a transportation service rate schedule by completing a Transportation Form, warrants and agrees that:

- a) Gas received by Company for the Customer shall be free from all adverse claims, liens, and encumbrances;
- b) Customer shall indemnify and hold Company harmless from and against all suits, actions, causes of action, claims and demands, including attorneys' fees and costs, arising from or out of any adverse claims by third parties claiming ownership of, or an interest in said gas caused by the failure to provide clear title to the gas;
- c) Customer acknowledges Company shall not be responsible in any way for damages or claims relating to the Customer's gas or the facilities of the Customer or others containing such gas prior to receipt into Company's facilities or after delivery to the Customer;
- d) Customer must provide Company with a signed Transportation Form identifying its Qualified Supplier. Customer may designate no more than one Qualified Supplier. This authorization shall be in a form agreeable to Company and shall remain in effect until a signed replacement is received by Company;
- e) Customer acknowledges the Qualified Supplier's responsibilities under Section 1.5;

Initial Rate Schedule

Meters Read On and After
November 28, 2018

- f) Transportation Service is not available for a term less than twelve (12) months. Termination of transportation service may, at the Company's sole discretion, delay Customer's request to resume transportation service;
- g) Electronic flow measurement (EFM) may be required for Customers under transportation service, at the Company's sole discretion. The Customer may be required to reimburse the Company for any cost related to the installation of the EFM as well as provide for or reimburse the Company for any ongoing maintenance, repair, or communications costs;
- h) In the event Customer's source of gas supply is terminated by Customer's Qualified Supplier due to non-payment or other reasons, or if customer is otherwise unable to continue as a transportation customer, Customer may, upon the first of the month after thirty (30) calendar days advance notice to Company, obtain service from Company under the general sales tariff applicable to Customer. Prior to commencing such service, Company may, in its sole discretion, require Customer to post a deposit or bond.

1.5 QUALIFIED SUPPLIER'S RESPONSIBILITY

Qualified Supplier shall act on behalf of the Customer to procure gas supplies, deliver gas supplies plus Payment in Kind volume, into mutually agreed upon Points of Receipt and shall act as the Customer's agent with respect to nominations, operational notices and resolution of imbalances.

- a) Qualified Suppliers shall aggregate their Customers' volumes for balancing purposes, into Aggregation Areas, as determined, in the Company's sole discretion.
- b) Qualified Supplier shall submit nominations to the Company's gas scheduling department, in accordance with their currently effective nomination process, which can be provided to the parties upon request. Customer and Qualified Supplier shall exercise commercially reasonable best efforts to deliver to the Pipeline System Dths of gas that Company is to deliver from the Pipeline System to Customer during any particular Hour, Day, Week and Month, including but not limited to volumes needed for peak Day usage for Customer's facilities. Qualified Supplier shall not intentionally nominate more or less gas than is anticipated for consumption by Customer(s), except as may be needed for balancing purposes to the extent Company accepts such nomination.
- c) Before the start of the Gas Day, the Point Operator and Company shall establish a predetermined allocation (PDA) method to specify how gas received or delivered by Company shall be allocated in accordance with confirmed nominations at such point. Only one PDA methodology shall be applied per allocation period.
- d) Daily Quantity of Transportation Service Gas: Company shall receive and deliver gas hereunder as nearly as practicable at uniform hourly and daily rates of flow. It is recognized that it may be physically impracticable, because of measurement, gas control limitations and other operating conditions, to stay in zero (0) imbalance each hour and each day; therefore, the daily and hourly quantities received may, due to the aforementioned reasons, vary above or below the daily and hourly quantities delivered. If the quantities received and the quantities delivered hereunder should create an imbalance at the end of any hour, Day, Week, or Month, then Company and Customer shall adjust receipts and/or deliveries at any time to the end that the quantities received and delivered shall be kept as near to zero (0) imbalance as practicable.
- e) Quality of Transportation Service Gas: The gas procured by a Qualified Supplier, for receipt by Company, shall conform to the standards prescribed in Company's applicable rate schedules, Agreements, and applicable local, state or federal laws, rules and/or regulations.

Qualified Supplier shall, to the extent practicable, not deliver into the Pipeline System more or less Dths of Gas than Company delivers to the Aggregation Area of Customers, at the Points of Delivery, during a Consumption Period. The following imbalance provisions shall be applied to the Qualified Supplier for its Aggregation Area of Customers.

- a) If Company receives less Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, then Qualified Supplier shall purchase such under-delivered volumes at 105% of the applicable index, plus the Adder.
- b) If Company receives more Dths of Gas than are delivered to the Aggregate Area Customers at the Points of Delivery in excess of the Monthly Tolerance Limit or Cumulative Tolerance Limit in any particular Consumption Period, Qualified Supplier shall sell such excess Gas to Company at 95% of the applicable index.
- c) The applicable index and Adder will be defined in the Qualified Supplier Agreement and amended from time to time.
- d) A proportional share of any upstream pipeline transportation service charges and penalties incurred by the Company, that in whole or in part, are the result of Qualified Supplier's scheduling and/or managing the upstream transportation of the Customer's gas to Company's interconnection point(s) with the upstream pipeline(s). Proceeds from this charge will be credited to the Reconciliation Account. The Company will bill Qualified Supplier for these charges and penalties manually on a separate bill. Payment shall be required in accordance with applicable Rules of Service.
- e) The Company will provide monthly imbalance statements along with calculations of the charges in accordance with the aforementioned provisions to the Qualified Supplier each month.
- f) Payments for imbalance settlements will be due each month within 15 business days of the imbalance statement date. The Company may elect at its sole discretion to accrue the imbalance settlement provisions each month and only require periodic settlement rather than monthly payments.
- g) On or about fifteen (15) days after the Company receives necessary volumetric information from other parties for each Consumption Period after commencement of Gas receipts and deliveries hereunder, Company shall render to the Qualified Supplier a statement for the preceding Consumption Period showing the total Dths of Gas received and delivered and each Point of Receipt and Point of Delivery. If information necessary for statement purposes is in the possession of Customer, Customer shall furnish such information to Company on or before the sixth (6th) Day of the Month in which the statement requiring such data is to be rendered.
- h) Both parties hereto shall have the right at any and all reasonable times within twenty four (24) months from the time period in question, to examine the books and records of the other to the extent necessary to verify the accuracy of any statement, computation, or demand made hereunder.

WEATHER NORMALIZATION ADJUSTMENT CLAUSE

APPLICABILITY

The Weather Normalization Adjustment Clause (WNA) shall apply to the following general service rate schedules of Texas Gas Service, a Division of ONE Gas, Inc. in the incorporated and unincorporated areas of Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford, Willow Park, Texas and the unincorporated cities of Jermyn, Palo Pinto, Perrin, Possum Kingdom, Punkin Center and Whitt, Texas: Rate Schedules 10, 20, 40, 1A, 2A and 4A. The WNA shall be effective during the September through May billing cycles.

PURPOSE

The WNA refunds over-collections or surcharges under-collections of revenue due to colder or warmer-than-normal weather, as established in the Company's most recent rate filing.

WNA MECHANISM

In order to reflect weather effects in a timely and accurate manner, the WNA adjustment shall be calculated separately for each billing cycle and rate schedule. The weather factor, determined for each rate schedule in the most recent rate case, shows the effect of one heating degree day on consumption for that rate schedule. During each billing cycle, the weather factor is multiplied by the difference between normal and actual heating degree days for the billing period and by the number of customers billed. This WNA volume adjustment is priced at the current cost of service rate per Ccf to determine a WNA revenue adjustment, which is spread to the customers in the billing cycle on a prorata basis. The WNA for each billing cycle and rate schedule shall be based on the following formula:

$$\text{WNA Rate} = \frac{\text{WNAD}}{\text{CV}}, \text{ where}$$

WNAD = Weather Normalization Adjustment Dollars to be collected from each billing cycle and rate schedule. This factor shall be based on the following formula:

$$\text{WNAD} = (\text{HDD Diff} * \text{CB} * \text{WF}) * \text{COS rate, where}$$

HDD Diff = (Normal HDD – Actual HDD), the difference between normal and actual heating degree days for the billing period.

CB = Number of customers billed for the billing period.

WEATHER NORMALIZATION ADJUSTMENT CLAUSE

(Continued)

WF = Weather factor determined for each rate schedule in the most recent rate case.

Residential 0.12800; Commercial 0.33981; Public Authority 1.86052

CV = Current Volumes for the billing period.

FILING WITH THE CITIES AND THE RAILROAD COMMISSION OF TEXAS (RRC)

The Company will file monthly reports showing the rate adjustments for each applicable rate schedule. Supporting documentation will be made available for review upon request. By each October 1, the Company will file with the Cities and the RRC an annual report verifying the past year's WNA collections or refunds.

Supersedes Same Rate Schedule dated
April 30, 2009 (Unincorporated Areas)
April 28, 2006 (Other cities)
June 5, 2006 (Breckenridge)

Meters Read On and After
November 28, 2018

Texas Gas Service Company, a Division of ONE Gas, Inc.
North Texas Service Area Statement of Intent filed June 20, 2018
Terms of Agreement October 19, 2018

On June 20, 2018, Texas Gas Service Company, a Division of ONE Gas, Inc., (the “Company”) filed a Statement of Intent to Increase Rates with the Cities of the North Texas Service Area. The Terms of Agreement set forth below are “black box” with no specification of rate base, rate of return and expense levels, except as specifically provided herein.

Table A provides a comparison of the Company’s original request in its Statement of Intent with its settlement offer.

Table A

	Original Request	Settlement Offer
Revenue increase	\$1,042,175	\$616,295
Average residential bill increase	\$6.03	\$1.66
Average commercial bill increase	\$6.85	\$13.56
Residential customer charge	\$20, a \$9.25 increase	\$14.00, a \$3.25 increase
Commercial customer charge	\$45, a \$22.50 increase	\$40, a \$17.50 increase
ROE for future COSA filings	10%	9.50%

The Terms of Agreement are set forth below:

1. Revenue Requirement: \$11,550,000
2. Overall Increase: \$616,295 (incorporated customers share = \$448,390)
3. Revenue Distribution: Spread increase among all classes based on current revenue spread.
4. Rate Design: Residential customer charge of \$14.00 and Commercial customer charge of \$40. Customer charges approved as filed for Industrial, Public Authority and Transportation classes.
5. Resulting average Residential bill increase is approximately \$1.66 per month; resulting average Commercial bill increase is approximately \$13.56 per month.
6. One-time bill credit for tax refund of \$40.00 to be combined with rate case expenses, per term number 14 below, for a net one-time bill credit of \$24.40.
7. All issues regarding the impacts associated with the calculation of taxes under the Federal Tax Cut and Jobs Act of 2017 are addressed and satisfied.
8. Depreciation rates: Approved as filed
9. Cost of Service Adjustment (COSA) clause with first filing in Spring 2019.
10. Rate of Return for COSA filings: capital structure as filed and ROE capped at 9.50% in exchange for no cap on capital expenditures, a 3.25% cap on expense increases, and annual COSA increases applied 50% to customer charge and 50% to volumetric rate.
11. EDIT Rider as filed except that nonprotected EDIT to be flowed back over 10 years.

12. Pipeline Integrity Rider, WNA Clause, Cost of Gas clause and Rules of Service as filed.
13. Cities to be reimbursed for their rate case expenses within 30 days of the final passage of Ordinance approving new rates.
14. TGS expenses including fees and expenses paid for outside attorneys and consultants and other reasonable and necessary expenses paid on behalf of the Company and NTSA Cities with this proceeding, estimated at approximately \$225,000, are to be recovered by netting against the one-time bill credit for tax refund, per term number 6 above.

EXHIBIT C

**TEXAS GAS SERVICE COMPANY
NORTH TEXAS SERVICE AREA
SETTLED DEPRECIATION/AMORTIZATION RATES FOR RATE FILING GUD NO. 10739 WITH TEST YEAR END DECEMBER 31, 2017**

DEPRECIATION/AMORTIZATION RATES FOR NTSA DIRECT, TGS DIVISION AND ONE GAS CORPORATE

LINE NO.	DESCRIPTION	NTSA DIRECT ANNUAL DEPR/AMORT RATES	TGS DIVISION ANNUAL DEPR/AMORT RATES	ONE GAS CORPORATE ANNUAL DEPR/AMORT RATES
<u>INTANGIBLE PLANT</u>				
1	(301) Organization	3.5000%		
2	(302) Franchises & Consents	3.9700%		
3	(303) Misc. Intangible	3.3300%		
<u>GATHERING AND TRANSMISSION PLANT</u>				
4	(366) Meas/Reg Station Structures			
5	(367) Mains	2.3400%		
6	(368) Compressor Station Equip			
7	(369) Measure/Reg. Station Equipment	3.9900%		
8	(371) Other Equipment			
<u>DISTRIBUTION PLANT</u>				
9	(375.1) Structures & Improvements	4.3800%		
10	(375.2) Other Distr Systems Structures	2.8500%		
11	(376) Mains	2.0300%		
12	(376.9) Mains - Cathodic Protection Anodes	6.6667% (Note 1)		
13	(378) Meas. & Reg. Station - General	2.3300%		
14	(379) Meas. & Reg. Station - C.G.	1.9000%		
15	(380) Services	2.7700%		
16	(381) Meters	5.1100%		
17	(383) House Regulators	3.4400%		
18	(385) Indust. Meas. & Reg. Stat. Equipment	2.3500%		
19	(386) Other Property on Customer Premises	18.6200%		
<u>GENERAL PLANT</u>				
20	(390.1) Structures & Improvements	3.0700%	2.7700%	
21	(390.2) Leasehold Equipment		17.3913%	10.1500%
22	(391.1) Office Furniture & Fixtures	6.6667% (Note 1)	6.6667%	6.6667%
23	(391.19) Airplane Hanger Furniture			6.6667%
24	(391.3) Office Machines			5.0000%
25	(391.4) Audio Visual Equipment			20.0000%
26	(391.6) Purchased Software			7.6923%
27	(391.6) Banner Software			7.6923%
28	(391.6) PowerPlant System			7.6923%
29	(391.6) Riskworks			7.6923%
30	(391.6) Maximo			7.6923%
31	(391.6) Dynamic Risk Assessment			7.6923%
32	(391.6) Concur Project			7.6923%
33	(391.6) Journey-Employee Count			7.6923%
34	(391.6) Journey-Employee-ODC Dstrigas			7.6923%
35	(391.6) Ariba Software			7.6923%
36	(391.8) Micro Computer Software			20.0000%
37	(391.9) Computer & Equipment	14.2857% (Note 2)	14.2857%	
38	(392) Transportation Equipment	10.3800%		
39	(392.6) Aircraft			6.2800%
40	(393) Stores Equipment	6.6667% (Note 1)		
41	(394) Tools, Shop & Garage	6.6667% (Note 1)	6.6667%	
42	(394.1) Tools, Shop & Garage	6.6667%		
43	(396) Major Work Equipment	9.7900%		
44	(397) Communication Equipment	6.6667% (Note 1)	6.6667%	5.0000%
45	(398) Miscellaneous General Plant		6.6667%	

1) Dr. White's recommended amortization period for Accounts 376.9, 391.1, 393, 394, and 397 is 15 years. An amortization rate of 6.6667% (the reciprocal of 15 years) was utilized.

2) Dr. White's recommended amortization period for Account 391.9 is 7 years. An amortization rate of 14.2857% (the reciprocal of 7 years) was utilized.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: November 13, 2018	Department: Admin	Presented By: City Manager
-------------------------------------------	-----------------------------	--------------------------------------

AGENDA ITEM:

Discuss and take action on Inter-local Agreement with Hudson Oaks for Fort Worth Water Agreement

BACKGROUND:

This Inter-local Agreement (ILA) with Hudson Oaks lays out the terms and partnership that the respective Cities have agreed to move forward on the Fort Worth Water Agreement. While several details are delineated in this ILA, generally speaking:

- Willow Park will finance 100% of the estimated \$13 Million project thru the TWDB
- Willow Park will be responsible for 52% of the total project costs; Hudson Oaks—48%
- Similarly, Willow Park will receive 52% of the total GPD—roughly 3.5 MGD
- Hudson Oaks will have the supply contract with Fort Worth; Willow Park will be assessed monthly charges for their consumption.
- Willow Park and Hudson Oaks will share facilities wherever possible.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Passage of the Interlocal Agreement with Hudson Oaks

EXHIBITS:

ILA with Hudson Oaks

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

AGREEMENT FOR FUNDING, CONSTRUCTION
AND MAINTENANCE OF WATER SUPPLY FACILITIES

BETWEEN
THE CITY OF WILLOW PARK, TEXAS
AND
THE CITY OF HUDSON OAKS, TEXAS

DATED AS OF _____, 2018

**INTERLOCAL AGREEMENT FOR FUNDING, CONSTRUCTION AND
MAINTENANCE OF WATER SUPPLY FACILITIES**

STATE OF TEXAS §
§
COUNTY OF PARKER §

This Interlocal Agreement for Funding, Construction and Maintenance of Water Supply Facilities (the "Agreement") is made and entered into on this _____ day of _____, 2018, by and between the City of Hudson Oaks, Texas ("Hudson Oaks"), and the City of Willow Park, Texas ("Willow Park"), sometimes jointly referred to as the "Parties".

RECITALS

WHEREAS, Hudson Oaks and Willow Park are political subdivisions of the State of Texas and are authorized to enter into Agreements with each other relative to governmental functions and services by the Interlocal Cooperation Act, Texas Government Code, Chapter 791; and

WHEREAS, Hudson Oaks and Willow Park each own, operate and maintain a water distribution system and furnish water service to customers within their respective city limits and services areas; and

WHEREAS, Hudson Oaks and Willow Park each have entered into a wholesale water purchase agreement with the City of Fort Worth, Texas ("Fort Worth") to supply the treated water necessary to serve the capacity of each City's respective systems, attached hereto as Exhibits A1 and A2 respectively; and

WHEREAS, Fort Worth currently has water transmission infrastructure approximately 1.5 miles to the east of Willow Park, located generally at FM 1187 and I-20; and

WHEREAS, Hudson Oaks and Willow Park desire to design, construct and maintain a water transmission line to bring water service from Fort Worth's existing water supply line to Willow Park and further to Hudson Oaks, including necessary storage facilities, pumping stations, and other appurtenances; and

WHEREAS, Hudson Oaks and Willow Park desire to enter into this Agreement to document the financing, design, construction, operation, and maintenance of such Water Supply Facilities; and

WHEREAS, the governing bodies of Hudson Oaks and Willow Park find that the Project is to their mutual benefit and to the benefit of the health, safety and welfare of their respective citizens, that the performance of this Agreement is in the common interest of both Parties, and that the division of costs provided for constitutes adequate consideration to each of the Parties.

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions

hereafter set forth, the Parties, for good and valuable consideration, specifically the mutual promises and agreements contained herein, hereby contract, covenant and agree as follows:

1. PURPOSE AND EFFECTIVE DATE.

1.1. The purpose of this Agreement is to provide for the funding, ownership, construction, operation and maintenance of the Water Supply Facilities.

1.2. The effective date of this Agreement is the date the Agreement is entered into as set forth in the introductory paragraph.

2. DEFINITIONS.

2.1 **Capital Improvements** means any of the following facilities which provide utility services and benefits common to all customers and that have a life expectancy of three or more years, whether such capital improvements are located within the jurisdictional limits of Willow Park or Hudson Oaks: water metering facilities, control systems and appurtenances, storage facilities, pumping facilities and all water transmission mains sixteen inches (16") and greater in diameter.

2.2 **Construction Costs** means the cost of design, legal, consulting and engineering fees, permitting, land and easement acquisition and construction costs, including procurement of all necessary materials, for the Water Supply Facilities, metering facilities, control systems, and appurtenances, pumping facilities and water transmission mains, and the Cost of Capital.

2.3 **Cost of Capital** means all costs and expenses, debt service, principal, interest and other common debt service costs, included like fees, closing costs, engineering fees, bond costs and legal expenses, and lender or bank fees associated with each such financing.

2.4 **Hudson Oaks Interconnection Facility** means the interconnection point and related facilities at which the Water Supply Facilities deliver treated water to the Hudson Oaks System, located generally just East of Farm to Market Road 5 as shown on Exhibit A3.

2.5 **Hudson Oaks System** means the Hudson Oaks water distribution system.

2.6 **MGD** means million gallons per day.

2.7 **Operation and Maintenance Costs** means the costs incurred to operate and maintain the Water Supply Facilities, and/or portions of the Water Supply Facilities and related Capital Improvements including, but not limited to, direct expenses, personnel and personnel related expenditures, utilities, and all other costs required to operate and maintain the foregoing facilities.

2.8 **Willow Park Interconnection Facility** means the interconnection point and related facilities at which the Water Supply Facilities deliver treated water to the Willow Park

System, located generally at Tricia Lane as shown on Exhibit A3.

2.9 ***Willow Park System*** means the Willow Park water distribution system.

2.10 ***Willow Park Water Transmission Pipeline*** means the sixteen inch (16") water transmission pipeline from the Shared Water Supply Facility to the connection to the existing 12" Willow Park water line.

2.10 ***Shared Water Supply Facility*** means the wholesale metering station, the ground storage tank and two (2) pump stations, as more particularly described in Detail A of Exhibit A3.

2.11 ***Shared Water Transmission Line*** shall mean the sixteen inch (16") transmission line from the Shared Water Supply Facility to the Hudson Oaks Interconnection Facility and connecting to Willow Park System for distribution.

2.12 ***Water Supply Facilities*** shall mean the totality of all water supply transmission lines, storage facilities, pumping stations, and other appurtenances necessary to bring treated ground water supply from Fort Worth's existing water supply line to Willow Park and Hudson Oaks, and specifically includes the following components, as described and depicted in Exhibit A3:

- ☐ 18" water transmission pipeline from Fort Worth's existing water transmission line to the Shared Water Supply Facility;
- ☐ Shared Water Supply Facility;
- ☐ 16" water transmission pipeline from the Shared Water Supply Facility to the connection to the existing 12" Willow Park water line;
- ☐ Shared Water Transmission Line;
- ☐ Willow Park Interconnection Facility; and
- ☐ Hudson Oaks Interconnection Facility.

3. CONSTRUCTION OF WATER SUPPLY FACILITIES.

3.1 Construction, Ownership and Maintenance. The Water Supply Facilities to be constructed shall consist of the following, as more particularly described and depicted in the attached Exhibit A3:

3.1.1 An eighteen inch (18") water transmission pipeline from Fort Worth's existing water transmission line located generally at FM 1187 and I-20 to the Shared Water Supply Facility. This pipeline shall be designed for a capacity of 6.73 MGD. The portion of the pipeline from Fort Worth's existing water transmission line to a valve located at the Fort Worth extraterritorial jurisdiction boundary as indicated on Exhibit A3 shall be dedicated to, owned, operated and maintained, by Fort Worth, at its sole cost and expense once constructed and dedicated to Fort Worth. The portion of the pipeline from the valve located at the Fort Worth extraterritorial jurisdiction boundary to the Shared Water Supply Facility shall be owned by both Willow Park and Hudson Oaks, with Willow Park owning 52% and Hudson Oaks Owning 48%

of the pipeline.

3.1.2 The Shared Water Supply Facility shall consist of a wholesale metering station, a 38 foot diameter, 250,000 gallon ground storage tank, and two pump stations to further distribute water to the Hudson Oaks System, and the Willow Park System. The Shared Water Supply Facility shall be owned by both Willow Park and Hudson Oaks, with Willow Park owning 52% and Hudson Oaks Owning 48% of the Facility.

3.1.3 The Willow Park Water Transmission Line shall consist of a sixteen inch (16") Water transmission pipeline from the Shared Water Supply Facility to the connection to the existing 12" Willow Park water line. This pipeline shall be solely owned, operated and maintained by Willow Park, at its sole cost and expense. The Willow Park Interconnection Facility or Facilities shall be solely owned, operated and maintained by Willow Park, at its sole cost and expense.

3.1.4 A sixteen inch (16") Shared Water Transmission Line and distribution pipeline from the Shared Water Supply Facility to the Hudson Oaks Interconnection Facility. This pipeline shall be designed for a capacity of 5 MGD. The sixteen inch (16") Shared Water Transmission Line will be owned by both Hudson Oaks and Willow Park, with Willow Park owning 52% and Hudson Oaks owning 48% of the pipeline. Willow Park and Hudson Oaks shall be entitled to connect water distribution lines into the Shared Water Transmission Line for development. Willow Park shall be limited to three (3) twelve inch (12") water distribution line connections into the Shared Water Transmission Line, and each such connection by Willow Park shall have a meter to measure water utilized by such connection for Willow Park. Charges relating to such usage shall be detailed in this section below. Construction, operation and maintenance of any distribution line connected to the Shared Water Transmission Line shall be the sole cost and responsibility of the city connecting to the Shared Water Transmission Line.

3.1.5 The Hudson Oaks Interconnection Facility or Facilities shall consist of a metering station. The Hudson Oaks Interconnection Facility or Facilities shall be solely owned, operated and maintained by Hudson Oaks, at its sole cost and expense.

3.1.6 The Willow Park Interconnection Facility or Facilities shall consist of metering stations at each connection point to the Shared Water Supply Facilities and/or to the Shared Water Transmission Line. The Willow Park Interconnection Facility or Facilities shall be solely owned, operated and maintained by Willow Park, at its sole cost and expense.

3.2 Construction Costs and Responsibilities.

3.2.1 The estimated Construction Costs of the Water Supply Facilities is \$10.6 Million Dollars. The final Construction Costs of the Water Supply Facilities shall not be established until after the construction contract is awarded for the Water Supply Facilities and shall include any change orders on the construction contract. Hudson Oaks shall approve the final construction contract, in writing, promptly after its receipt, and any change orders issued by Willow Park during the construction of the Water Supply Facilities.

3.2.2 The Parties hereto agree that services obtained pursuant to this Agreement are essential and necessary to the operation of each city's water works facilities, and that all payments made by the parties hereunder shall constitute reasonable and necessary operating expenses of that city's water works system within the meaning of Chapter 1502, Texas Government Code, and the provisions of any and all ordinances of either city authorizing the issuance of any revenue bonds which are payable from its water works system.

3.2.3 Willow Park shall be responsible for bidding and/or seeking competitive proposals for the engineering/design of the Water Supply Facilities, and for bidding the construction contract for the Water Supply Facilities, in accordance with state procurement laws. Willow Park and Hudson Oaks agree that the selection of all consultants and contractors shall be mutually agreed upon between Willow Park and Hudson Oaks, to the extent consistent with the state procurement laws.

3.2.4 Willow Park shall issue debt for the entire Construction Costs for the Water Supply Facilities. The Parties agree to pay the debt service responsibilities for the entire Construction Costs (less any Construction Costs for the Willow Park Water Transmission Pipeline) as those debt service obligations become due and payable in accordance with the following percentages:

Willow Park – 52%
Hudson Oaks – 48%.

Notwithstanding the foregoing, Willow Park shall be solely responsible for the payment of the portion of the Construction Costs for the Willow Park Water Transmission Pipeline. Willow Park shall send Hudson Oaks an invoice for their share of the debt service responsibilities for the entire Construction Costs. All such bills shall be due and payable by Hudson Oaks to Willow Park within thirty (30) calendar days from the billing date. In the event a payment is not paid as specified herein, a late fee of One thousand dollars (\$1,000) shall be imposed together with a finance charge of ten percent (10 %) per annum from the date that payment was required to be made. If Hudson Oaks fails to pay their share of debt service obligations after 30 days of billing by Willow Park, Hudson Oaks shall be in breach of this Agreement and Willow Park may disconnect Hudson Oaks Interconnection Facilities from the Shared Water Transmission Line and the Shared Water Supply Facility, and notify Fort Worth to bill Willow Park for the water being supplied under the Fort Worth agreements and/or take any action as authorized by Section 7, subsections 7.1 thru 7.5 and/or applicable State law. Service to Hudson Oaks will not be reconnected until all payments owed to Willow Park are current. The disconnection of Hudson Oaks from the Shared Water Transmission Line and/or the Shared Water Supply Facility shall not alleviate Hudson Oaks payment obligations for its portion of the Construction Costs as specified herein.

3.2.5 Willow Park and Hudson Oaks shall approve all plans, specifications, construction documents, and change orders (if any) for the Water Supply Facilities.

3.2.6 Willow Park shall be responsible for the Water Supply Facilities' construction oversight, inspection and acceptance of the Water Supply Facilities.

3.2.7 Division of assets and liability: For the purpose of tracking fixed assets and debt liabilities for the Parties Certified Annual Financial Reports, the Parties agree to take on a pro rata share of the fixed assets and debt liabilities associated with the Shared Water Supply Facility and the Shared Water Transmission Line per the following percentages:

Hudson Oaks 48%
Willow Park 52%

This provision is intended to allow both entities to depreciate their share of the fixed assets and properly account for each City's obligations of the contract.

3.3 Operation and Maintenance Costs. All Operation and Maintenance Costs associated with the Shared Water Supply Facility, the portion of the 18 inch pipeline from the valve located at the Fort Worth extraterritorial jurisdiction boundary to the Shared Water Supply Facility, and the Shared Water Transmission Line shall be shared as follows:

Willow Park – 52%
Hudson Oaks – 48%.

3.3.1 Peak Hour/Peak Day –Both Parties will each be solely responsible for their share of Peak Hour/ Peak Day charges for the Fort Worth water contract(s). Willow Park agrees to pay Peak Hour/Peak Day charges to Hudson Oaks based on the billed Fort Worth amount. To determine Willow Park's share of this charge, Hudson Oaks will identify the peak day and peak hour responsible for the charge and pass through the ratio of use during those periods for Willow Park. For Example, if Willow Park Interconnection Facilities meter 60% of the water metered at the Fort Worth meter during the peak day period, Willow Park will be responsible for 60% of the Peak Day fee assessed by Fort Worth.

3.3.2 Both Hudson Oaks and Willow Park operationally agree to work together to establish recommended plant and tank operations and levels to ensure minimum peaking charges and maximum operational efficiency for both systems. Both Hudson Oaks and Willow Park agree to keep each Party informed if excessive use/pumping will be needed within their system.

3.3.3 Based on monthly usage, the Parties agree to split the cost of electricity based on each Parties share of electricity. For example, if Hudson Oaks uses 40% of the water that passes through the Fort Worth Meter in a single month, then Hudson Oaks will be responsible for 40% of the electricity cost of that month. Willow Park agrees to manage the electric service at the Shared Water Supply Facility. Willow Park shall send Hudson Oaks an invoice for their share of the electricity. All such bills shall be due and payable by Hudson Oaks to Willow Park within thirty (30) calendar days from the billing date. In the event a payment is not paid as specified herein, a late fee of One thousand dollars (\$1,000) shall be imposed together with a finance charge of ten percent (10 %) per annum from the date that payment was required to be made.

3.3.4 The Parties agree that water loss will occur and the amount of water

billed at the Fort Worth meter may be larger than the flow through their respective Facilities. Willow Park agrees to pay a prorated share of water loss based on their ratio of the water used from the Fort Worth meter during that same period. For example, if Fort Worth bills 1 Million Gallons of Water, and the Facility meters of the respective parties only show 900,000 gallons, and Willow Park recorded 60% of the 900,000 gallons; Willow Park will pay for 60% of the remaining 100,000 gallons of unmetered water from the Parties Facilities meters.

3.4 Wholesale Water Billings and Payments.

3.4.1 Pursuant to the wholesale water purchase agreements with Fort Worth, Fort Worth will only bill Hudson Oaks for the amount of water utilized by both Willow Park and Hudson Oaks through the Water Supply Facilities. Hudson Oaks agrees to bill, and Willow Park agrees to pay to Hudson Oaks, for Willow Park's actual water consumption, as set forth in this section. Hudson Oaks shall then be responsible to pay Fort Worth for water purchased under the wholesale water agreements with Fort Worth.

3.4.2 Hudson Oaks shall bill Willow Park monthly for Willow Park's consumption of wholesale water purchased from Fort Worth, based upon the Water Supply Facilities water metering readings. The bill shall indicate the meter readings and water consumption amounts/usage.

3.4.3 All such bills shall be due and payable by Willow Park to Hudson Oaks within thirty (30) calendar days from the billing date. If Willow Park disputes a bill and is unable to resolve the difference informally, Willow Park shall notify Hudson Oaks in writing. If Hudson Oaks and Willow Park are unable to resolve the disputed bill, agreement on the bill will be determined by a third party mediator, as hereinafter provided. Dispute of a bill shall not be grounds for non-payment, except for the amount of the bill in dispute. In the event a payment is not paid or disputed as specified herein, a late fee of One thousand dollars (\$1,000) shall be imposed together with a finance charge of ten percent (10 %) per annum from the date that payment was required to be made. In the event that a billing adjustment is agreed upon or established by mediation, the amount found to be incorrect will be credited to Willow Park's account. If Willow Park fails to pay within 60 days of billing by Hudson Oaks, Hudson Oaks may disconnect service to the Willow Park Interconnection Facilities.

3.4.4 The Parties agree, throughout the term of this Agreement, to fix and collect such rates and charges for water service to be supplied to its customers as will produce revenues in an amount equal to at least:

1. All of operation and maintenance costs of its water system, include specifically its payments under this Agreement; and
2. All other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

4. LOCATION AND MAINTENANCE OF MEASURING DEVICES.

4.1. All water furnished under this Agreement shall be measured by one or more suitable meters acceptable to Fort Worth ("master meters") equipped with continuous flow chart recording devices, and telemetering equipment connected with Willow Park's and Hudson Oaks' control centers. All meters, recording devices, telemetering equipment and appurtenances shall be owned and operated by Hudson Oaks. All charges for water usage as measured through the master meters shall be paid by Hudson Oaks directly to Fort Worth.

4.2. Willow Park shall be responsible for contracting with an engineering firm to design and prepare construction documents for the installation of any meter for a new point of connection into the Shared Water Transmission Line that may be required during the term hereof. Equipment included in the design must meet AWWA standards. Willow Park shall pay for the meter vault and all metering equipment, including telemetering equipment, and appurtenances, plus the installation cost thereof. Telemetry transmitting to Hudson Oaks shall be installed at the time of construction at the expense of Willow Park. These costs described in this paragraph shall be part of the Construction Costs.

4.3. Each party shall pay all Operation and Maintenance Costs associated with the operation and maintenance of its metering and telemetry devices as required by Fort Worth and this Agreement, and shall pay for the replacement of said equipment as necessary. Such costs, as well as charges for the telelink line and microwave transmitter and the power to operate same, shall be considered an Operation and Maintenance Cost.

4.4. The point or points of delivery of treated water shall be the meter vault connection to Willow Park's side of the meter at the Willow Park Interconnection Facility, and the meter vault connection to Hudson Oaks' side of the meter at the Hudson Oaks Interconnection Facility; and all necessary mains and distribution facilities from and beyond said point are not covered by this Agreement and shall be the responsibility of each party. The location of each meter shall be mutually agreed upon in writing by and between the parties hereto and the meter or meters shall not be moved or relocated except by mutual consent in writing by the parties hereto.

4.5. Either party, at its own expense, may install a check meter to check or measure the volume of water passing the master meter, provided that, if such check meter is installed, the same rules and regulations relative to its operation, maintenance and reading shall apply as to the master meter being tested.

5. METERS AND METER READING.

5.1. Each party shall routinely test for accuracy and service and calibrate if necessary, their respective master meters no less than once during each twelve (12) month period. Copies of the results of such calibration and all related information shall be

provided to each party. Each party shall allow the other access to its meter vault, for inspection and monthly readings if either party requests such access for this purpose.

5.2. Upon any calibration, if it is determined that the accuracy envelope of such meter is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the meter, the registration of the flow as determined by such defective meter shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of one year. All meters will be properly sealed, and the seals shall not be broken unless representatives of both parties have been notified and given a reasonable opportunity to be present.

5.3. If any meter used to determine the flow of treated water to Willow Park or Hudson Oaks is out of service or out of repair so that the amount of water metered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said metering station under similar conditions. In the event the parties hereto cannot agree on the extrapolated estimate of water volume delivered, agreement on the flow volume will be determined by third party mediation, as hereinafter provided, before suit is filed.

5.4. It shall be the duty of the parties to give immediate notice, each to the other, should any meter be found not functioning properly, and upon such notice repairs to such meter shall be made promptly.

6. RIGHTS-OF-WAY.

6.1. Each party shall grant, without charge to the other party, such easements and rights-of-way along public highways or other property owned by such party, as requested by the other party, in order to construct or maintain water transmission mains or facilities within the service area of either party to provide water under this Agreement. Each party agrees to assist the other in acquiring any additional easements or rights-of-way necessary for the construction or maintenance of these facilities, including exercising the power of eminent domain, if necessary.

6.2. The Parties agree to coordinate the location of the mains and/or facilities in the other's easements and rights-of-way in order to prevent further conflicts insofar as it is reasonably practicable.

7. TERMINATION.

7.1 This Agreement may be terminated in whole or in part by the mutual consent of the Parties. Notwithstanding anything contained herein to the contrary, any breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder

or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Agreement by either party, after providing thirty (30) days prior written notice and opportunity to cure, except that in an event of nonpayment the notice period shall be reduced to five (5) days. If within such notice period, the defaulting party fails or refuses to cure such breach to the satisfaction of the non-defaulting party, the non-defaulting party may declare this Agreement terminated. In addition to, and/or in lieu of, the right of termination, each non-defaulting Party shall have the right of setoff for any amounts due the other Party.

7.2 In the event of termination, each party shall pay the other for all amounts owing under this Agreement through the date of termination, and each party shall assume responsibility and/or pay for their proportionate share of the unamortized debt of the Water Supply Facilities

7.3 The Parties agree that the provision of water is necessary to the continued health and safety of their respective communities and each Party agrees to not interrupt the availability of water through the Shared Water Supply Facility or the Shared Transmission Line except for non-payment in accordance with Section 3.2 or 3.4.

7.4 Waiver of Sovereign or Governmental Immunity. Willow Park and Hudson Oaks hereby agree that this Agreement constitutes an agreement for providing services to each other, which is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code and any successor statute(s). In accordance with Sections 271.152 and 271.153 of the Texas Local Government Code, and only to the extent limited by the provisions of this section of the Agreement, Willow Park and Hudson Oaks hereby waive any constitutional, statutory or common law right to sovereign or governmental immunity from liability or suit for purposes of adjudicating a claim for breach of contract.

7.5 Right of Setoff. In addition to, and/or in lieu of, the right of termination as set forth above, each non-defaulting Party shall have the right of setoff for any amounts due the other Party pursuant to this Agreement.

8. LIABILITY FOR DAMAGES.

8.1 Liabilities for damages arising from the treatment, transportation and delivery of water provided hereunder shall be borne by and remain with each city according to its proportionate share of the costs as provided in Section 3. In the event of a claim for capacity in the Water Supply Facilities, Willow Park and Hudson Oaks shall share equally in the responsibility for defending the claim, and for the costs of any settlement or judgment resulting from the claim.

1. To the extent permitted by law, each party hereto agrees to save and hold the other party harmless from all claims, demands, and causes of action that may be asserted by anyone on account of the quality, transportation and delivery while water is in the control of such party. This covenant is not made for the benefit of any third party.

2. Contracts made and entered into by either Willow Park or Hudson Oaks for the construction, reconstruction or repair of any Water Supply Facility shall include the

requirement that the independent contractor(s) must provide adequate insurance protecting both Willow Park and Hudson Oaks as co-insureds. Such contract must also provide that the independent contractor(s) agree to indemnify, hold harmless and defend both Willow Park and Hudson Oaks against any and all suits or claims for damages of any nature arising out of the performance of such contract.

9. FORCE MAJEURE.

9.1. If by any reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than the obligation to make payments required under the terms hereof, then if such parties shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

9.2. The term "force majeure", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, other natural catastrophe, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or other similar cause not reasonably in the control of the party claiming such inability.

10. NOTICE.

10.1 All notices, requests and communications under this Agreement shall be given in writing, addressed to Willow Park or Hudson Oaks at their respective addresses set forth below and either (i) hand delivered, (ii) a nationally recognized overnight courier service, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid.

To Willow Park: City of Willow Park, Texas
516 Ranch House Road
Willow Park, Texas 76087
Attn: City Manager

To Hudson Oaks: City of Hudson Oaks
210 Hudson Oaks Drive
Hudson Oaks, Texas 76087
Attn: City Administrator

Any notice under or pursuant to this Agreement and given in accordance with this Section shall be deemed received upon the earlier of: (1) actual receipt, (2) if mailed,

three (3) days after deposit in an official depository of the United States Postal Service, and (4) if sent by a nationally recognized overnight courier service, the day following the mailing. Any party may change its address for notice purposes by sending the other party a notice of the new address.

11. MEDIATION.

11.1 The parties agree to submit any dispute relating to this Agreement to non-binding mediation. The party requesting mediation shall serve on the other party a request in writing that such matter be submitted to mediation. The parties shall mutually agree in writing on the selection of any mediator and the date and location of such mediation. The decision of the mediator shall not be final, but shall be a condition precedent to filing suit. All costs of mediation shall be shared equally between the Parties.

12. INSPECTION AND AUDIT.

12.1 Each party hereto shall keep complete records and accounts pertaining to this Agreement for a period of five years. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours; and further, if required by any law, rule or regulation, make said records and accounts available to federal and/or state auditors.

13. MISCELLANEOUS.

13.1. This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

13.2. Upon prior notice by either party, any authorized employee or representative of such party bearing identification shall notify the other party of need for access to any premises located within the other party's service area or served by the other party as may be necessary for the purpose of inspections and observation, measurements, sampling and testing and/or auditing, in accordance with the provisions of this Agreement. The other party may elect to accompany the requesting party's representative. To the extent permitted by law, the requesting party agrees to indemnify the other party for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of his employment.

13.3. In addition to any other remedy as may be provided by law, this agreement shall be specifically enforceable by the parties hereto. Venue for any action shall be in Parker County, Texas.

13.4. It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision

shall in no way affect any other term or provision contained herein; further, this Agreement shall then continue as if such invalid term or provision had not been contained herein.

13.5 Neither party may assign this Agreement without the prior written consent of the other party.

14. INDEMNIFICATION.

14.1. To the extent permitted by law, Willow Park agrees to indemnify and save and hold Hudson Oaks harmless from all claims, liabilities, demands, and causes of action arising from any negligent act or omission of Willow Park relating to this Agreement. This covenant is not made for the benefit and shall not inure to the benefit of any third party.

14.2. To the extent permitted by law, Hudson Oaks agrees to indemnify and save and hold Willow Park harmless from all claims, liabilities, demands, and causes of action arising from any negligent act or omission of Hudson Oaks relating to this Agreement. This covenant is not made for the benefit and shall not inure to the benefit of any third party.

15. AMENDMENT.

15.1 This Agreement may only be amended, altered, or revoked by written instrument signed by the Parties.

16. WAIVER.

16.1. The failure of either party to this Agreement to complain of any action, non-action, or default of the other party shall not constitute a waiver of any of such party's rights under this Agreement.

16.2. Waiver by either party to this Agreement of any right for any default of the other party shall not constitute a waiver of any right for either party for a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation.

16.3. No right or remedy of either party under this Agreement or covenant, duty, or obligation of either party under this Agreement shall be deemed waived by the other party to this Agreement unless such waiver is in writing and signed by the waiving party.

17. PARTIES AND SUCCESSORS.

17.1 Subject to the limitations and conditions set forth elsewhere herein, this Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto.

18. CAPTIONS.

18.1. The captions in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

19. NUMBER AND GENDER.

19.1 All genders used in this Agreement shall include the other genders, the singular shall include the plural, and the plural shall include the singular, whenever and as often as may be appropriate.

20. ENTIRE AGREEMENT.

20.1 This Agreement, including all exhibits which may be attached hereto (which exhibits are hereby incorporated herein by reference) contains the entire agreement between the Parties with respect to the subject matter hereof. Further, the terms and provisions of this Agreement shall not be construed against or in favor of a party hereto merely because such party or its counsel is the drafter of this Agreement.

21. NO WAIVER OF IMMUNITY OR DEFENSES.

21.1. This Agreement is made pursuant to Chapter 791 of the Texas Government Code. It is expressly understood and agreed that in the execution of this Agreement, neither city waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, or any damage limitation or other protection provided to municipalities under any applicable law, except as provided in paragraph 7.4. This section shall be liberally construed to carry out the intent of the city councils of Hudson Oaks and Willow Park and the cities do hereby invoke said governmental immunity to the extent possible under the law.

22. NO THIRD PARTY BENEFICIARIES.

22.1 It is understood by the parties that this Agreement is entered into for the mutual convenience and purposes of the cities which are parties hereto, and it is the parties' intent that no other parties shall be construed as beneficiaries of this Agreement, including the owners, residents, or operators of property located in either city, regardless of whether such persons are anticipated to be customers under this Agreement.

23. AUTHORITY.

23.1 This Agreement was authorized by the Hudson Oaks City Council at its regular meeting on the _____ day of _____, 2018, the Willow Park City Council at its regular meeting on the _____ day of _____, 2018.

24. MUTUAL ASSISTANCE.

24.1 The parties hereto agree to take all reasonable measures which are necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

25. ATTORNEY'S FEES.

25.1 In the event either party defaults in the performance of any of the terms, agreements or conditions contained in this Agreement and the enforcement of this Agreement, or any part thereof, is placed in the hands of any attorney who files suit upon the same, the non-prevailing party shall pay the reasonable attorneys' fees, expenses and costs of the prevailing party.

26. REPRESENTATIONS.

26.1. By execution of this Agreement, each party represents to the other that:

26.1.1 In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;

26.1.2 The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;

26.1.3 All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and

26.1.4 All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

EXECUTED as of the date hereinabove first set forth.

CITY OF WILLOW PARK, TEXAS

CITY OF HUDSON OAKS, TEXAS

Mayor

Mayor

ATTEST:

ATTEST:

City Secretary

City Secretary

EXHIBIT "A1"

EXHIBIT “A2”

EXHIBIT “A3”



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: NOVEMBER 13, 2018	Department: FINANCIAL	Presented By: A. SMITH
-------------------------------------------	---------------------------------	----------------------------------

AGENDA ITEM:

To consider and take action on Resolution 2018-10, resolution to adopt a financial and investment policy.

BACKGROUND:

Last month when the new Financial and Investment policy was adopted the Resolution was not part of the motion. A motion needs to be made and adopted to approve Resolution 2018-10.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approval of Resolution 2018-10

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

CITY OF WILLOW PARK

RESOLUTION 2018-10

A RESOLUTION PROVIDING FOR AN ANNUAL REVIEW BY THE CITY OF WILLOW PARK, TX GOVERNING BODY OF THE MUNICIPAL INVESTMENT POLICY ADOPTED PURSUANT TO THE "PUBLIC FUNDS INVESTMENT ACT" CHAPTER 2256 TEX. GOV'T CODE, FINANCIAL POLICY; MAKING CHANGES TO SAID POLICIES WHERE NECESSARY AND APPROPRIATE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas (City) is a general law municipally located in Parker County, created in accordance with the Laws of the State of Texas; and,

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and wellbeing of its citizens; and,

WHEREAS, the municipal offices of the City perform certain functions related to the preservation of order, health, prosperity and welfare of its citizens; and,

WHEREAS, Chapter 2256 TEX. GOV'T CODE, commonly known as the "Public Funds Investment Act" requires the City to adopt an Investment Policy by rule, order, or resolution; and

WHEREAS, the Public Funds Investment Act, id., requires the Treasurer or Investment Officer of the City to attend Public Funds Investment training as required by law; and

WHEREAS, the Investment of Public Funds, to promote public confidence and trust, should be open and transparent; based on an Investment Policy that promotes safety of principal and liquidity of funds; and be guided by an Investment Strategy emphasizing preservation of principal, liquidity, marketability, diversification and yield.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS THAT:

SECTION I. AUTHORIZATION

The Mayor, or Mayor's designee, is hereby authorized and directed to implement the applicable provisions of this Resolution.

SECTION 2 POLICY REVIEW

The governing body of the City of Willow Park, Texas has reviewed the Financial Policy, Investment Policy and Investment Strategy, attached hereto as Exhibits "A" and "B" incorporated herein, and finds said Financial Policy, Investment Policy and Investment Strategy to have set the degree of prudence, standard of discretion and investment management required pursuant to §2256.005-.006 TEX. GOV'T CODE.

SECTION 3. ADOPTION

The governing body after giving due deliberation, does hereby adopt and implement, where not otherwise in place, the Financial Policy, Investment Policy and Investment Strategy in and for the City, as attached here to as Exhibits "A" and "B".

SECTION 4. INVESTMENT TRAINING

Pursuant to §2205.008 TEX GOV'T CODE the Municipal Investment Officer is hereby directed to participate in approved investment training consistent with a schedule as set forth in the cited statutory section.

SECTION 5 SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Resolution shall be held invalid, it shall not affect any valid provisions of this or any other Resolution of the City of Willow Park to which these rules and regulations relate.

SECTION 6. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Resolution.

SECTION 7. EFFECTIVE DATE

This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED this 9th day of October, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary

The Willow Park City Council is acting on Resolution No. 2018-10, did on the 9th day of October 2018 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Gary McKaughan, Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date:
November 13, 2018

Department:
Police

Presented By:
Chief Carrie West

AGENDA ITEM:
Juvenile Curfew Ordinance

BACKGROUND:

In August 2015 the Willow Park City Council adopted a City Ordinance establishing curfew hours for minors. This following document provides the existing Ordinance information and supporting documentation supporting continuation of the Juvenile Curfew Ordinance.

STAFF/BOARD/COMMISSION RECOMMENDATION:
Continue the attached Ordinance for minors for three more years

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$ 0
	Source of Funding	\$

In August 2015, the Willow Park City Council adopted the existing City Ordinance establishing curfew hours for minors. This document provides the existing Ordinance information and supporting documentation.

Juvenile Curfew Ordinance Review and Data Analysis

Report Date November 2018

Contents

Background	2
Data Collection and Analysis.....	2
Citations Issued to Juveniles	3
Juvenile Arrests during Curfew Hours	4
Most Common Violations	5
Other Significant Offenses	5
Consumption of Alcohol by a Minor	6
Possession of Alcohol by a Minor	7
Possession of Tobacco by Minor.....	8
Driving Under the Influence of Alcohol by Minor.....	9
Possession of Drug Paraphernalia	10
Criminal Mischief	11
Burglary of Vehicles	12
Curfew Violation Citations Issued	13
Summary	14

Background

On August 11, 2015 the Willow Park City Council adopted Ordinance 715-15 establishing curfew hours for minors.

The current Ordinance requires a periodic review to include the Ordinance's effect on the community and the problems the ordinance was intended to remedy.

This analysis revealed that it is not only practical to enforce the ordinance but that it is a useful tool for officers.

In 1995, Texas Legislature enacted provisions that address a City's authority to enact juvenile curfew ordinances. This legislation requires a city to conduct periodic reviews of its curfew ordinance. A city must review its curfew ordinance at least every three years addressing:

1. The ordinance's effect on the community and on problems the ordinance was intended to remedy, and;
2. Conduct public hearings on the need to continue the ordinance; and
3. Abolish, continue, or modify the ordinance.

It is recommended that the City Council:

1. Review the effect the Curfew Ordinance for Minors under Seventeen years of age has had on the community and the problems the ordinance was intended to remedy. Determine if the ordinance was successful.
2. Include the effective date of the ordinance and date of periodic review in the ordinance, and;
3. Continue the attached curfew ordinance for minors for three more years.

Data Collection and Analysis

Data was collected from the Willow Park Police Department's Records Management System (RMS) and the Willow Park Municipal Court software system (Cardinal). The data was then organized and analyzed showing trends in different activities to help determine the effectiveness of the ordinance. The data is presented in both written and graph format representing several categories to explain the trends.

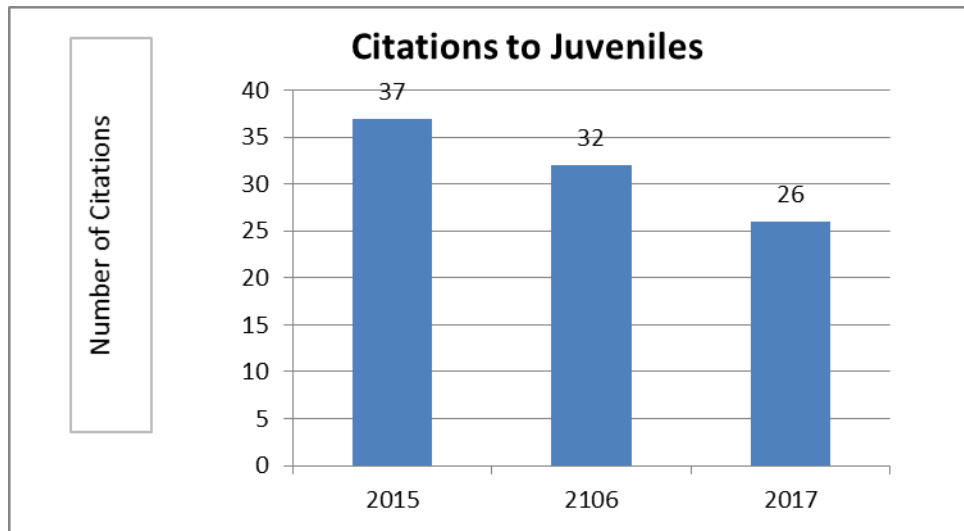
Only those juveniles physically taken into custody are counted as arrests, not released with a citation. The arrest data is for persons under seventeen years of age who were physically taken into custody during curfew hours. Data was collected for calendar years 2015-2017.

Citation data includes those cited who are under the age of 17 and due to the software limitations; data includes citations written during and outside of the curfew hours. For the purposes of enforcement of laws relating to alcohol, "minor" means a person under the age of 21. For laws relating to tobacco, "minor" means a person under the age of 18.

For purposes of Council review, dates collected include 2015-2017.

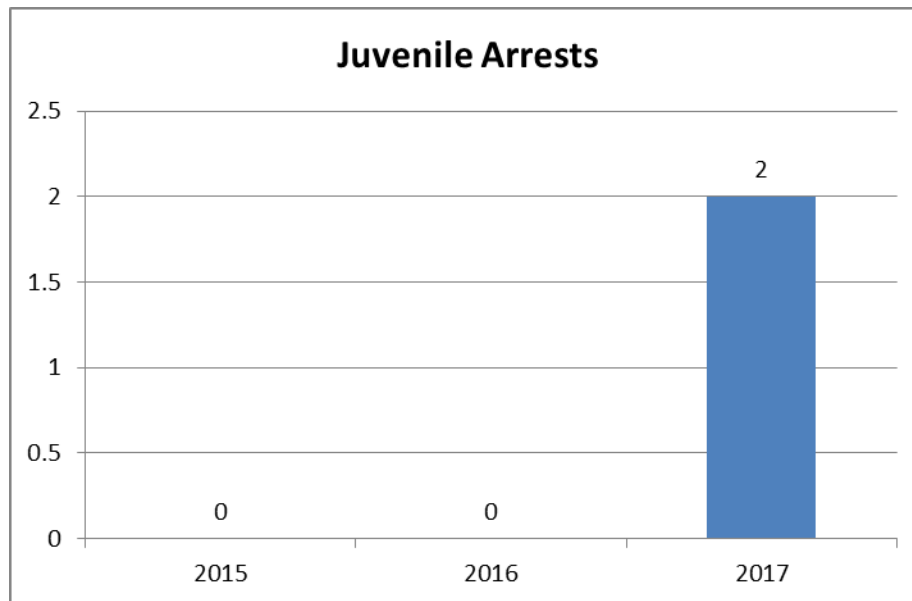
Citations Issued to Juveniles

From calendar year 2015 to calendar year 2017, the Willow Park Police Department issued 95 citations to juveniles (persons under the age of 17). These citations include traffic violations and City Ordinance violations. Of the 95 citations issued to juveniles, 17 were issued during curfew hours.



Juvenile Arrests during Curfew Hours

As previously stated, these numbers reflect only those juveniles that were physically taken into custody; it does not include those juveniles that were released only with a citation. Arrest charges include robbery, burglary, assaults, possession of marijuana or other drugs, etc.



Most Common Violations

The most common violations by juveniles and minors involve alcohol and tobacco. This analysis looks at these most common violations and how they relate to the juvenile curfew hours of Midnight to 6:00 am. These violations are:

Consumption of Alcohol by a Minor
Possession of Alcohol by a Minor
Possession of Tobacco by a Minor
Driving Under the Influence of Alcohol by
Minor
Possession of Drug Paraphernalia
Juvenile Curfew

Texas Alcoholic Beverage Code Sec. 106.04
Texas Alcoholic Beverage Code Sec. 106.05
Texas Health and Safety Code Sec. 161.252
Texas Alcoholic Beverage Code Sec. 106.041

Texas Health and Safety Code Sec. 481.125
City of Willow Park Code of Ordinances 715-
15

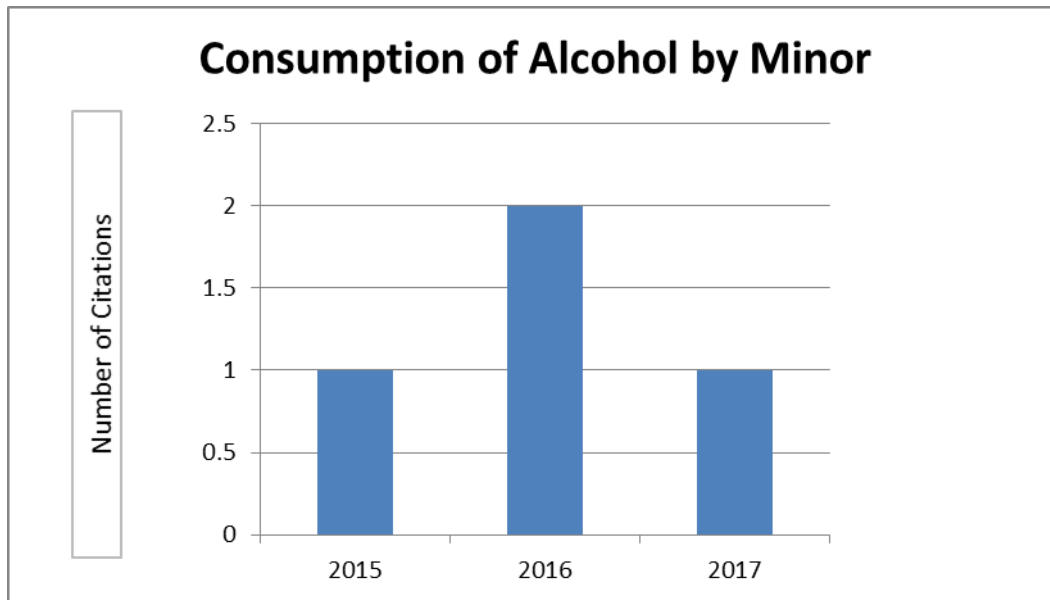
Other Significant Offenses

Criminal Mischief
Burglary of Vehicles

Texas Penal Code 28.03
Texas Penal Code 30.04

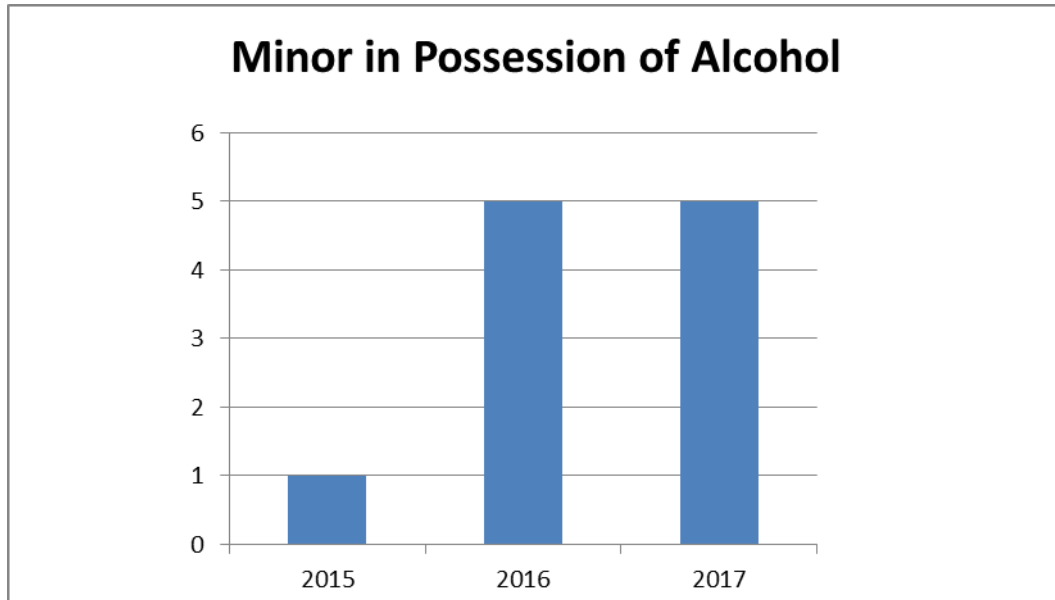
Consumption of Alcohol by a Minor

These figures only include persons cited or arrested under the age of 17 years old. Inclusion of persons cited or arrested from age 17 to 20 would result in a notable increase in this category. Of the 4 citations issued for Consumption of Alcohol by a Minor, 4 were issued during curfew hours.



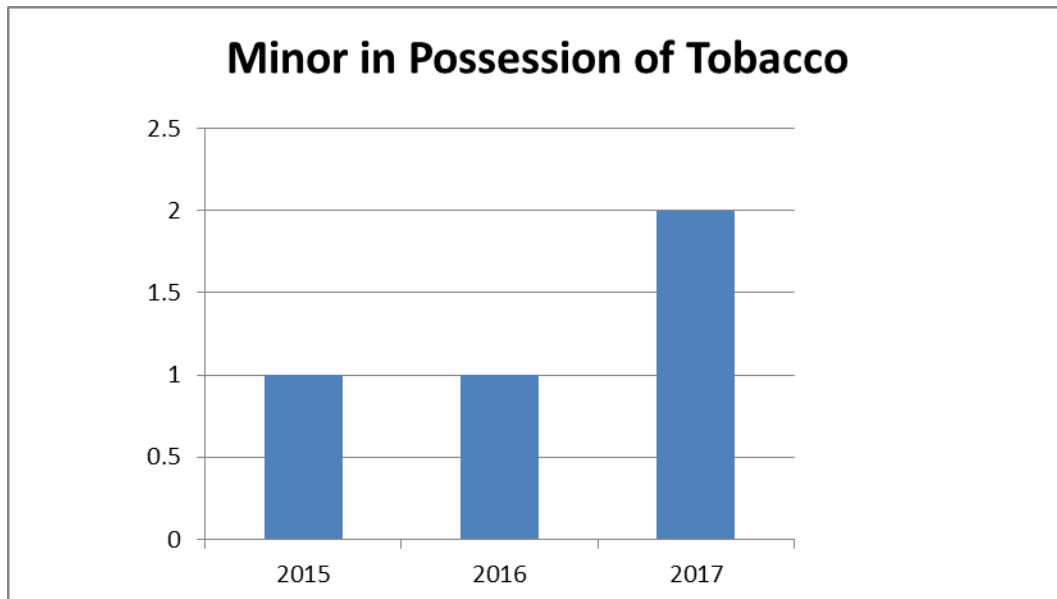
Possession of Alcohol by a Minor

These figures only include persons cited or arrested under the age of 17 years old. Inclusion of persons cited or arrested from age 17 to 20 would result in an increase in this category as well.



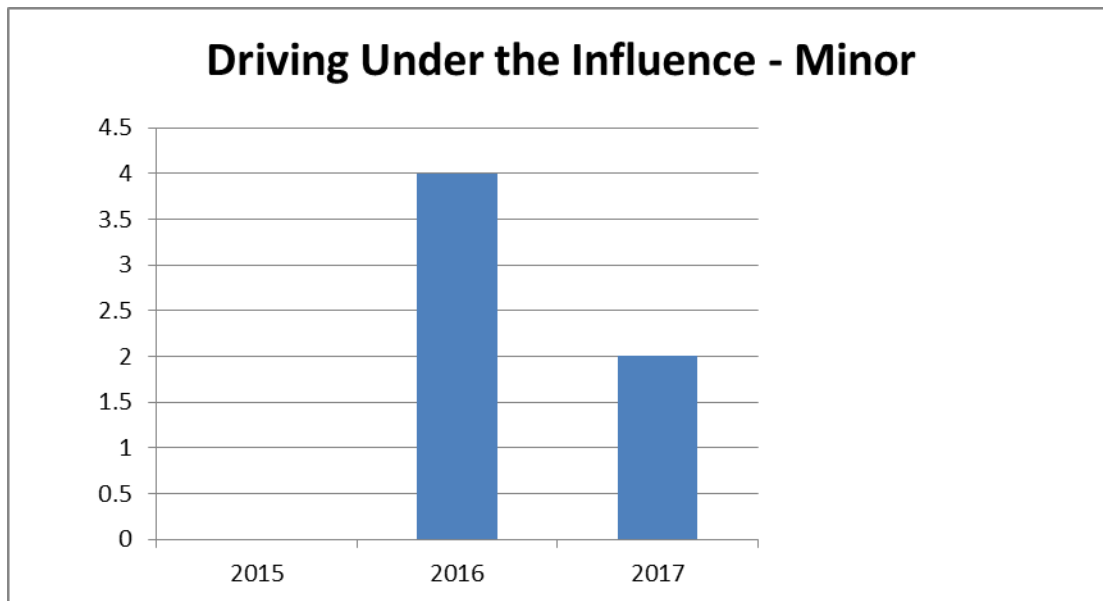
Possession of Tobacco by Minor

The trend in possession of tobacco by minors is increasing overall.



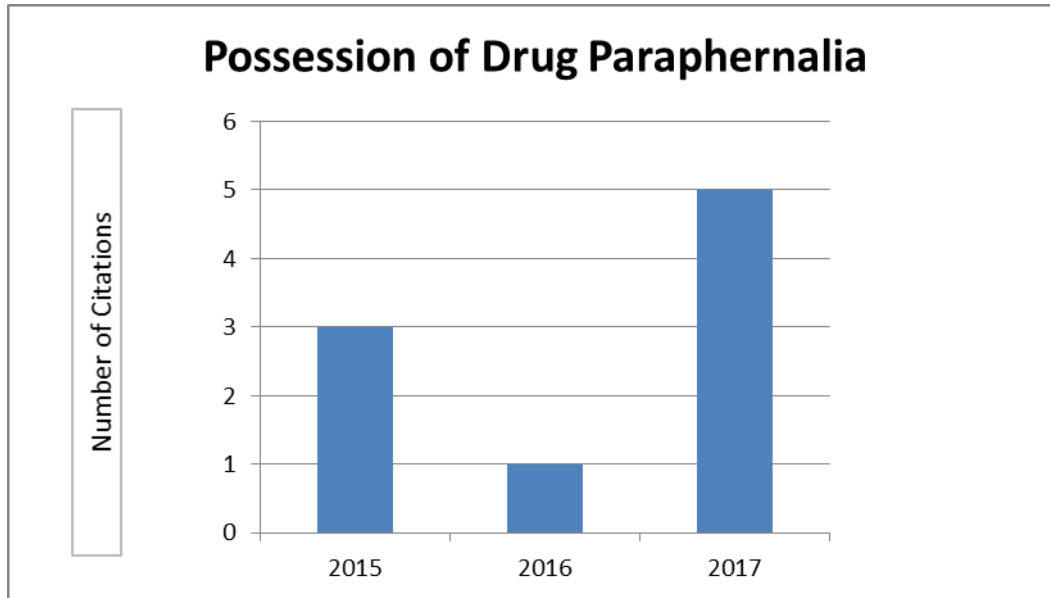
Driving Under the Influence of Alcohol by Minor

Citations and arrests for Driving Under the Influence of Alcohol by a Minor have historically been low in the City of Willow Park.



Possession of Drug Paraphernalia

The number of cited violations for possession of drug paraphernalia remains low. Of the 9 citations issued for Possession of Drug Paraphernalia, 3 were issued during curfew hours.

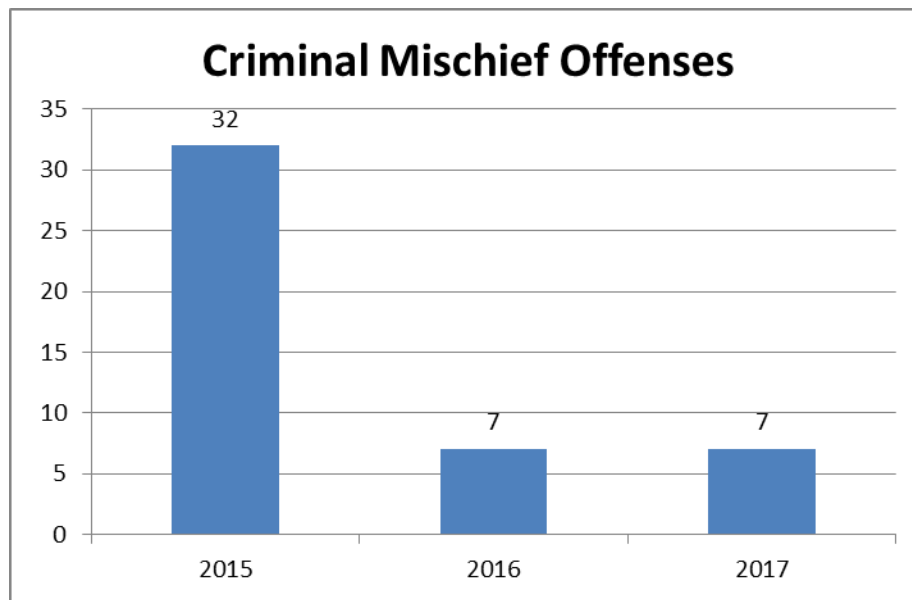


Criminal Mischief

Common forms of criminal mischief include vandalism, graffiti or destruction or defacing of property (excluding arson). Criminal Mischief offenses are normally associated with juvenile behavior. Some of the reports include offenses that are classified as criminal mischief such as “toilet papering” homes and “egging” cars. These activities commonly occur during evening and late night hours and are usually committed by groups of juveniles. The numbers reflected in the graph below are total offenses reported. Offenses such as these are often reported the following day and the time-frame of occurrence begins with when the reporting person last observed the undamaged property. These activities may at first seem harmless, but as time passes and especially with “egging”, costly damage can be caused if not cleaned immediately. This type of activity as time goes on can lead to more serious offenses. On the other hand, if juveniles are out during curfew hours and enter property, the owner could mistake them for criminals, intent on entering their residence or committing a theft. Laws in Texas allow residents to defend themselves and property with a firearm. The intent of the curfew is to protect juveniles. Preventing them from committing crimes is one aspect, but the other is to prevent them from becoming victims of crime or accidents as well.

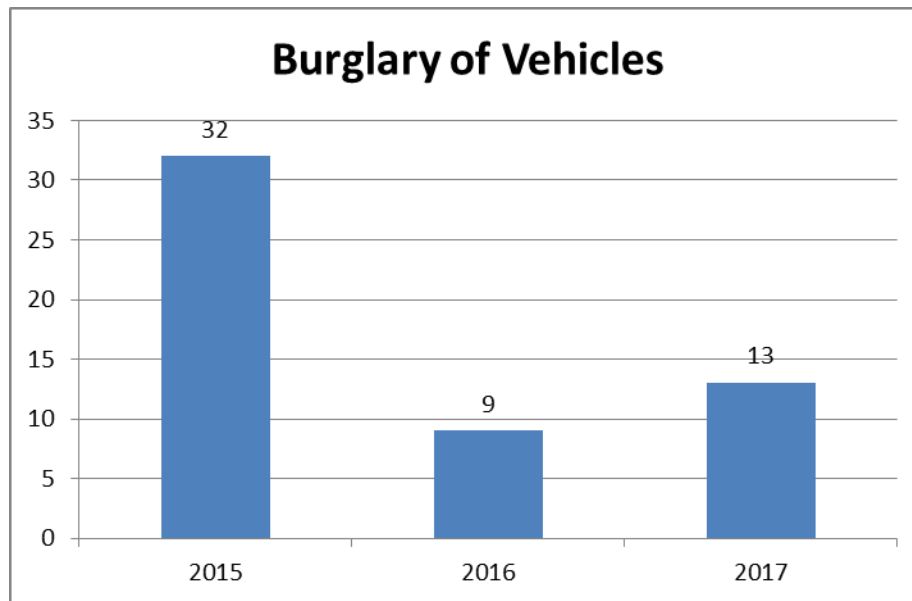
The data collected for 2015-2017 illustrates a decline in the number of offenses reported to the police. In 2017, out of the 7 people charged with Criminal Mischief, 2 were able to be identified as juveniles.

These numbers could possibly be higher. However, due to many of the types of crimes having suspects classified as unknown; it is not possible to determine if these are juvenile related crimes.



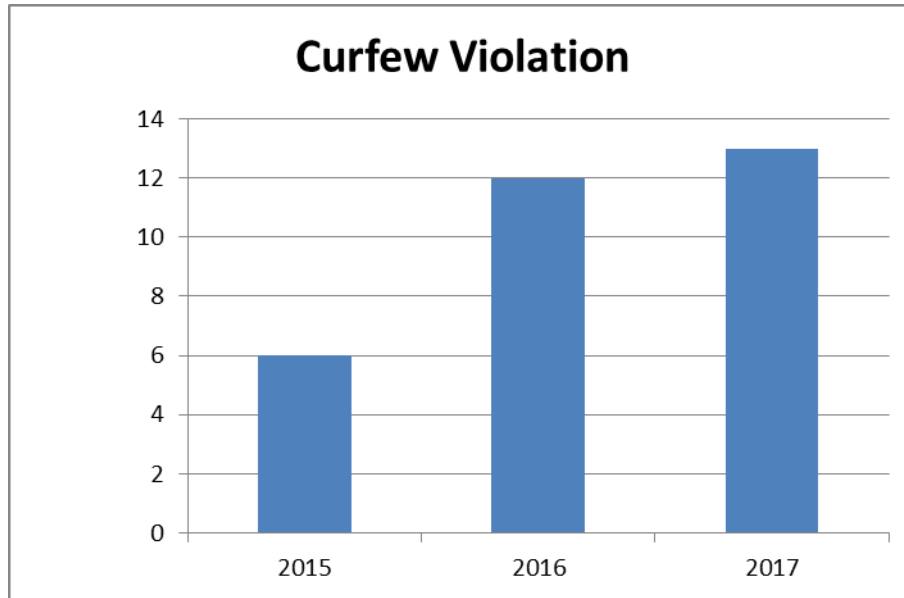
Burglary of Vehicles

Burglary of Vehicle offenses showed a marked decrease from 2015 to 2016, with a slight increase in 2017. Often, vehicle burglaries are crimes of opportunity with vehicles being left unlocked. By having a curfew, juveniles that are abiding by the ordinance are not out and being tempted by the opportunity to commit the crime. Juveniles have a tendency to give in to peer pressure when they are confronted with the opportunity to commit these types of offenses to fit in. Once again, the intent of the curfew ordinance is to reduce crime, protect juveniles from being victims of crime and participating in these “crimes of opportunity”. As with the Criminal Mischief offenses, these are often reported the following day and the time-frame of occurrence begins with when the reporting person last observed the property.



Curfew Violation Citations Issued

The existing Juvenile Curfew Ordinance was adopted in 2015. The number of citations issued annually shows to have slightly increased in the past 2 years.



Summary

An examination of the data collected and included in this analysis reveals that the Juvenile Curfew Ordinance is an effective tool that assists officers, reduces juvenile delinquency and victimization. It is the recommendation of the Willow Park Police Department that the City Council review this report and consider continuing the Juvenile Curfew Ordinance.

CITY OF WILLOW PARK, TEXAS

ORDINANCE 782-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, REESTABLISHING A JUVENILE CURFEW TO BE CODIFIED AT CITY OF WILLOW PARK CODE OF ORDINANCES CHAPTER 8, ARTICLE 8.02 MINORS, DIVISION 2. CURFEW; ESTABLISHING A PENALTY FOR VIOLATING THE ORDINANCE; ESTABLISHING A REVIEW PROCESS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park (the “City”) is a general law municipality with the power to adopt and enforce ordinances necessary to preserve good government, order, and security to the City and its inhabitants as authorized by Texas Local Government Code Chapter 51 and Chapter 54; and

WHEREAS, the City enacted a juvenile curfew ordinance which was last enacted and/or continued on or about August 11, 2015 pursuant to Ordinance No. 715-15, but expired on or about August 2018 for lack of action pursuant to Texas Local Gov’t Code Section 370.002; and

WHEREAS, the City Council desires to reestablish its juvenile curfew and hereby enacts this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

- I. Enactment. That this ordinance and provisions contained herein regarding curfew ordinances shall be and are hereby adopted as the Juvenile Curfew Ordinance of the City of Willow Park and shall be codified as Chapter 8, Offenses and Nuisances, Article 8.02, Division 2. Curfew of the Code of Ordinances of the City of Willow Park.

“Division 2. Curfew

Sec. 8.02.031 Definitions

Curfew hours.

- (1) From 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; or
- (2) From 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by the court.

Minor. Any person under 17 years of age.

Officer. A police officer.

Operator. Any individual, firm, association, partnership or corporation operating, managing or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is:

- (1) A natural parent, adoptive parent or step-parent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place. Any place to which the public or a substantial group of the public has access, and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain. To:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by an officer or the owner, operator or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member of origin [or organ].

Sec. 8.02.032 Offenses

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 8.02.033 Defenses

- (a) It is a defense to prosecution under section 8.02.032 that the minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;

- (4) Engaged in an employment activity or going to or returning from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (7) Attending an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization or other similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization or other similar entity that takes responsibility for the minor;
 - (8) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly; or
 - (9) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.
- (b) It is a defense to prosecution herein that the owner, operator or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 8.02.034 Enforcement

Before taking any official action under this division, an officer shall ask the apparent offender's age and reason for being in a public place. The officer shall not issue a citation or make an arrest under this division unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in section 8.02.033 is present.

Sec. 8.02.035 Penalties

- (a) A person who violates a provision of this division is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense, upon conviction, is punishable by a fine in accordance with the general penalty provided in section 1.01.009 of this code.
- (b) When required by section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates section 8.02.032(a) of this division and shall refer the minor to juvenile court.

Sec. 8.02.036 Review

- (a) Before the third anniversary of the date of adoption of this article, and every third year thereafter, the city council shall:
 - (1) Review the effect of this article on the community and on problems this article was intended to remedy;
 - (2) Conduct public hearings on the need to continue this article; and
 - (3) Abolish, continue, or modify this article as determined by the city council to be in the best interests of the city and its citizens.
- (b) Failure to act in accordance with subsections (a)(1)–(3) shall cause this article to expire.

II. Repealer. The City Council of the City of Willow Park declares that any prior ordinance or any provision in any prior ordinance, as may be applicable, is hereby repealed to the extent that such ordinance or provision of an ordinance conflicts or contradicts the amendments and provisions enacted herein.

III. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstances for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, or ineffectiveness or such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

IV. Notice. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the *Open Meetings Act, Chapter 551. Gov't. Code*.

V. Effective Date. This Ordinance shall take effect and be in full force and effect from and after the date of its passage on the second and final reading and publication of the caption of the Ordinance in a newspaper of general circulation within the City, as may be required by law.

PASSED, APPROVED AND ADOPTED on this 13TH day of November, 2018.

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

APPROVED AS TO FORM:

William P. Chesser

The Willow Park City Council is acting on Ordinance No. 783-18, did on the 13TH day of November 2018 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Vacant, Place 1	_____	_____	_____
Amy Fennell, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Bruce Williams, Place 5	_____	_____	_____

Notes for Agenda packet for November 13, 2018

Item 1. No documents

Item 2. No documents

Item 5. No documents