



## ORLAND CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 03, 2023 at 6:30 PM  
Carnegie Center, 912 Third Street and Via Zoom

P: (530)-865-1600 F: (530) 865-1632

---

**City Council:** Chris Dobbs, Mayor | Bruce T. Roundy, Vice-Mayor

Jeffrey A. Tolley | John McDermott | Matthew Romano

**City Manager:** Peter R. Carr

**City Officials:** Jennifer Schmitke, City Clerk | Leticia Espinosa, City Treasurer

**Virtual Meeting Information:**

<https://us02web.zoom.us/j/83651478717>

Webinar ID: 836 5147 8717 | Zoom Telephone: 1 (669) 900-9128

Public comments are welcomed and encouraged in advance of the meeting by emailing the City Clerk at [jschmitke@cityoforland.com](mailto:jschmitke@cityoforland.com) or by phone at (530) 865-1610 by 4:00 p.m. on the day of the meeting

1. CALL TO ORDER - 6:30 PM
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

*Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption.*

4. PROCLAMATION

**A.** Congratulating First Baptist Church for 150 Years of Service in Orland (Pg.3)

5. CONSENT CALENDAR

**A.** Warrant List (payable obligations) (Pg.4)

**B.** Approve City Council Minutes for September 19, 2023 (Pg.10)

**C.** Receive and file Planning Commission Minutes from August 17, 2023 (Pg.15)

**D.** Receive and file Recreation Commission Minutes from April 26, 2023 (Pg.18)

**E.** Receive and file Recreation Commission Minutes from May 24, 2023 (Pg.20)

**F.** Maximum Building Height Standards – Planning Commission Report (Information Only) (Pg.22)

**G.** Enterprise Software Service Agreement (Pg.24)

**H.** Fiscal Year Objectives Quarterly Report (No Staff Report) (Pg.117)

**L.** Interstate Beautification Project Maintenance Resolution (Pg.118)

**6. ADMINISTRATIVE BUSINESS**

**A.** Proposal for Streetscape Phase 1 (Discussion/Action) - City Manager, Pete Carr (30 Minutes) (Pg.128)

**B.** Consider Local Transactions Tax for Specific Local Purposes (Discussion/Direction) - Pete Carr, City Manager (30 Minutes) (Pg.135)

**C.** Alcohol Use in the Parks (Discussion/Action) - City Attorney, Greg Einhorn (5 Minutes) (Pg.137)

**7. ORAL AND WRITTEN COMMUNICATIONS**

**Public Comments:**

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor. However, no formal action or discussion will be taken unless placed on a future agenda. The public is advised to limit discussion to one presentation per individual. While not required, please state your name and place of residence for the record. Please direct your comments to the Mayor or Vice Mayor. (Public Comments will be limited to three minutes).

**8. CITY COUNCIL COMMUNICATIONS AND REPORTS**

**9. ADJOURN**

**CERTIFICATION:** Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on September 29, 2023.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at [www.cityoforland.com](http://www.cityoforland.com) where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 530-865-1610 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



## PROCLAMATION FOR ORLAND BAPTIST CHURCH

**WHEREAS**, the First Baptist Church of Orland was originally called Stony Creek Baptist Church when official organized in 1873; and

**WHEREAS**, the Church first met in the Plaza School and later in a building shared with the International Order of Odd Fellows located at the present Odd Fellows Cemetery; and

**WHEREAS**, in 1888-89 a new Baptist church was constructed at Second and Mill Streets which was called the First Baptist Church of Orland; and

**WHEREAS**, in 1934 the Church building and property were sold to the school district which tore down the building to provide space for expansion of Mill Street Grammar School; and

**WHEREAS**, in 1935 the vacant Presbyterian Church at First and Mill Street was purchased for \$2,400, with expansion and improvements dedicated in 1957 and 1982; and

**WHEREAS**, for 150 years this Church and congregation has been a significant part of Orland and remains so today.

**NOW THEREFORE BE IT PROCLAIMED**, by the City Council of the City of Orland that Saturday October 21<sup>st</sup>, 2023, be recognized by all in Orland for the celebration of the 150 years of existence of the Stony Creek Baptist Church that became and remains the First Baptist Church of Orland.

Chris Dobbs  
Mayor  
October 3, 2023

**CITY COUNCIL**

Chris Dobbs, Mayor  
Bruce T. Roundy, Vice-Mayor  
Jeffrey A. Tolley  
John McDermott  
Mathew Romano

# CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street  
ORLAND, CALIFORNIA 95963  
Telephone (530) 865-1600  
Fax (530) 865-1632



**CITY OFFICIALS**

Jennifer Schmitke  
City Clerk

Leticia Espinosa  
City Treasurer

**CITY MANAGER**

Peter R. Carr

## WARRANT LIST

October 3, 2023

Warrant	9/28/2023	\$	189,579.22
Payroll #19 Compensation	9/21/2023	\$	139,233.08
PERS 8/10/23 - 8/23/23	9/15/2023	\$	28,098.59
PERS 8/24/23 - 9/06/23	9/27/2023	\$	28,239.53
PERS 9/07/23 - 9/20/23	9/27/2023	\$	28,245.53
		\$	<u>413,395.95</u>

**APPROVED BY**

\_\_\_\_\_  
Mayor, Chris Dobbs

\_\_\_\_\_  
Vice-Mayor, Bruce T. Roundy

\_\_\_\_\_  
Councilmember, Jeffrey A. Tolley

\_\_\_\_\_  
Councilmember, John McDermott

\_\_\_\_\_  
Councilmember, Mathew Romano

REPORT.: Sep 28 23 Thursday  
 RUN....: Sep 28 23 Time: 12:21  
 Run By.: Leticia Espinosa

CITY OF ORLAND  
 Cash Disbursement Detail Report  
 Check Listing for 09-23 thru 09-23 Bank Account.: 1001

PAGE:  
 ID #: PY  
 CTL.:

5. A.

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057892	09/28/23	ALV06	MICAELA ALVA	566.00	09262023	FD/MEASURE A-PER DIEM TRAINING OCT 11-13 & 16-19
057893	09/28/23	AND06	EDGAR ANDRADE	100.00 24.00	OCT2023 OCT23/GYM	MEASURE A UNIFORMS PD/GYM REIMBURSEMENT OCT. 2023
Check Total.....:				124.00		
057894	09/28/23	AQU03	Aqua Metric	2426.27	96889	PW/WATER SUPPLIES
057895	09/28/23	ATT05	A T & T	148.41	99240	FD/MEASURE A-PHONES
057896	09/28/23	ATT06	A T & T	28.64 28.21 880.13 28.21	09102023 09122023 09132023 SEP122023	PW/HL LIFT STATION - 470 PW/AIRPORT LIFTSTATION - 906 MULTI-DEPTS/PHONES AUG 13 - SEP 12,2023 PW/WH LIFT STATION - 843
Check Total.....:				965.19		
057897	09/28/23	ATT07	A T & T	31.43	09072023	PW/SHOP
057898	09/28/23	ATT09	AT&T MOBILITY	856.10	X09102023	PD/CELL SERVICE (14)
057899	09/28/23	ATT10	AT&T MOBILITY (FIRST NET)	185.56	SEP022023	FD/MEASURE A-PHONES FOR CHIEFS, 2 IPADS
057900	09/28/23	BAT08	NORCAL BATS	330.00	09022023	LIB/CHILDREN'S PROGRAM-BAT PRESENTATION
057901	09/28/23	BID02	REMY BIDSTRUP	275.00	OCT2023	AC/SOCIAL MEDIA MARKETING
057902	09/28/23	CAL14	Cal Signal Corp	2800.00	9698	PW/COMMERCE & NEWVILLE SIGNAL INSPECTION
057903	09/28/23	CAR02	CARDMEMBER SERVICE	910.48	EXPMTSEP	FD/MEASURE A-TRNING TRAVEL EXPENSES,BUILDING SUPPLY
057904	09/28/23	CAR12	Peter R. Carr	585.19	09222023	CM/REIMBURSEMENT LUNCH MEETING,LEADERSHIP SEMINAR
057905	09/28/23	CAS05	CASCADE FIRE EQUIPMENT	731.11	7386	FD/MEASURE A-PISTOL GRIP, GATED WYE
057906	09/28/23	CES00	Kyle Cessna	100.00	OCT2023	MEASURE A UNIFORMS
057907	09/28/23	CES01	Kyle Cessna	150.00	09262023	PD/PER DIEM-SESSION 3 TRNING SACRAMENTO OCT 19-21
057908	09/28/23	CHA01	Justin Chaney	100.00	OCT2023	FD/MEASURE A UNIFORM OCT. 2023
057909	09/28/23	CLE05	JUDY CLEVER	70.00	OCT2023	AC/CLEANING OF GALLERY
057910	09/28/23	COR04	CORBIN WILLITS SYSTEMS	559.17	00C309151	MULTI-DEPTS/MONTHLY SOFTWARE SUPPORT
057911	09/28/23	DOB01	CHRIS DOBBS	300.00	SEP2023	CITY COUNCIL STIPEND SEPTEMBER 2023
057912	09/28/23	DOJ03	DEPARTMENT OF JUSTICE	98.00	679685	PD/DOJ FINGERPRINT/CHILD ABUSE/PEACE OFFICER
057913	09/28/23	EIS00	Employers Investigative S	250.00	5050701	PD/PEACE OFFICER BACKROUND INVESTIGATION
057914	09/28/23	FLO03	JOSE FLORES	100.00	OCT2023	MEASURE A UNIFORMS
057915	09/28/23	FRA00	FRANCOTYP-POSTALIA, INC.	126.07	R11059148	MULTI-DEPTS/POSTAGE METER RENTAL SEP-DEC,2023
057916	09/28/23	FRE04	FREIGHTLINER NORTHWEST	81.39	105653:01	FD/MEASURE A- E-31 OIL GASKET KIT
057917	09/28/23	FUL04	OSCAR QUEZADA	60.00	1694	PW/CITY YARD (AUGUST)
057918	09/28/23	GAY01	GAYNOR TELESYSTEMS INC	51.00 49442.83	09232023 43167&462	FD/MEASURE A- FAXFINDER CLOUD AUGUST 2023 LIB/CARNEGIE/4-SECURITY UPRADES
Check Total.....:				49493.83		
057919	09/28/23	GCS02	GCS Environmental Equip.S	221.05	27384	PW/FLEET MAINTENANCE-SWEEPER
057920	09/28/23	GLE02	GLENN COUNTY SHERIFF	20.00	080123-EL	PD/LIVE SCAN ROLLING FEE
057921	09/28/23	GOL01	GOLDEN STATE RISK	272.60 58877.39	2NDANC011 EB-001104	DENTAL/VISION & HEALTH INSURANCE DENTAL/VISION & HEALTH INSURANCE
Check Total.....:				59149.99		
057922	09/28/23	GRA02	GRAINGER, INC.	4450.69	983659742	PW/SHOP/WATER SUPPLIES/PW/PD FLEET EQ MAINTENANCE
057923	09/28/23	GRE01	GREG'S HEATING AND A/C	120.00	25668	FD/MEASURE A-MAINTENANCE ON MINI SPLIT UNIT ROOM
057924	09/28/23	GRO00	Ferguson Enterprises Inc	2668.86	1813136	PW/DWR-SUPPLIES
057925	09/28/23	HOM00	HOME DEPOT CREDIT SERVICE	2843.22	09132023	LIB/ADA IMPROVEMENT PW/SEWER & STREET SUPPLIES
057926	09/28/23	HYD02	HYDROTEX	717.68	510830	PW/OIL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057927	09/28/23	INV00	INVERIS TRAINING SOLUTION	250.00	0100720	PD/REPAIR TO SIMULATOR SYSTEM
057928	09/28/23	JAC02	JACKSON & SANDS ENGINEERI	15000.00	23M-007A	PLANNING/ADU MASTERPLAN
057929	09/28/23	JCN00	J.C. NELSON SUPPLY	436.41	09162023	MULTI DEPT/BM- CLEANING/BATHROOM SUPPLIES
057930	09/28/23	JEN00	Jensen Precast	97.60	99211220	PW/SEWER PARTS
057931	09/28/23	JOH02	SEAN JOHNSON	100.00	OCT2023	MEASURE A UNIFORMS
057932	09/28/23	JOH15	Johnson Controls Fire Pro	270.00 1336.69	51225963 51262144	LIB/FIRE EXTINGUISHER INSPECTION PW/EXTINGUISHER SERVICES
			Check Total.....:	1606.69		
057933	09/28/23	KEL01	KELLER SUPPLY COMPANY	1635.34	S02219319	PW/MULTI-CHLOR (WELLS)
057934	09/28/23	KIM01	KIMBALL MIDWEST	78.06	101450689	PW/SHOP SUPPLIES
057935	09/28/23	LOW00	Katherine Lowery	100.00 24.00	OCT2023 GYM23OCT	MEASURE A UNIFORMS PD/GYM REIMBURSEMENT OCT. 2023
			Check Total.....:	124.00		
057936	09/28/23	LOW01	KATHERINE LOWERY	151.31	09272023	PD/REIMBURSEMENT MILEAGE, TRNING SAC SEP 18-22
057937	09/28/23	MAC02	MACQUARIE EQUIPMENT CAPIT	44.18	113903	FD/MEASURE A-PRINTER LEASE
057938	09/28/23	MAR14	MARIN CONSULTING ASSOC	375.00	09262023	PD/ASSERTIVE SUPERVISION TRNING DEC 6-8 DUBLIN,CA
057939	09/28/23	MAR17	MARTINDALE, RYAN	100.00	OCT2023	MEASURE A UNIFORMS
057940	09/28/23	MCD01	John McDermott	300.00	SEP2023	CITY COUNCIL STIPEND SEPTEMBER 2023
057941	09/28/23	MCM00	McMaster-Carr	192.96	73282	FD/MEASURE A- E-23 AIR FILTERS
057942	09/28/23	MIL00	MILLER GLASS, INC.	437.59	3-377689	PD/CHEVY TAHOE 2017, WINDSHIELD REPAIR
057943	09/28/23	MIL07	MILLS, DARYL	100.00	OCT2023	MEASURE A UNIFORMS
057944	09/28/23	MIS01	MissionSquare - 304591	1851.10	6612510	457 PLAN/304591
057945	09/28/23	MOT00	Motorola Solutions Inc.	193.95	281715469	PD/MEASURE A-BATTERY KITS X 4
057946	09/28/23	NAP00	NAPA AUTO PARTS	2315.55 1125.77	09252023 851208,85	MULTI DEPT/FLEET MAINT/PW/SHOP SUPPLIES FD/MEASURE A- EQUIPMENT,TOOLS FOR MECHANIC TRUCK
			Check Total.....:	3441.32		
057947	09/28/23	NOR37	FREDERICK A. LUDWIG	17.21	195942	REC/SOCCER SHIRTS
057948	09/28/23	NOR38	NORTH VALLEY STONE	570.00	NVS850	FD/MEASURE A-MEETING ROOM COUNTERTOP
057949	09/28/23	ORL12	Orland-Laurel Masonic Hal	400.00	SEP212023	AC/RENT OCTOBER 2023
057950	09/28/23	PAC07	PACE ANALYTICAL SERVICES,	450.76	2307992,	PW/LAB SERVICES
057951	09/28/23	PGE00	PG&E	11.24 97.45 36.05	982023 09172023 09202023	FD/MEASURE A- ELECTRICITY FOR COLUSA ST PW/TRAFFIC CONTROL PW/CORTINA DR LIFT STATION
			Check Total.....:	144.74		
057952	09/28/23	PIN01	EDGAR PINEDO	100.00 19.50	OCT2023 OCT23GYM	MEASURE A UNIFORMS PD/GYM REIMBURSEMENT OCT. 2023
			Check Total.....:	119.50		
057953	09/28/23	POS00	POSTMASTER	310.00	09262023	FIRST CLASS PERMIT #20
057954	09/28/23	QUI02	QUILL CORP.	105.55 253.84	34486280 34579458	PD/MISC. OFFICE SUPPLIES PD/MISC. OFFICE SUPPLIES
			Check Total.....:	359.39		
057955	09/28/23	RIV01	RIVERVIEW INTERNATIONAL T	358.64	137135	FD/MEASURE A- E-35 SWITCH TURN SIGNAL
057956	09/28/23	RIV02	ISRAEL RIVERA	100.00 27.50	OCT2023 OCT23GYM	MEASURE A UNIFORMS PD/GYM REIMBURSEMENT OCT. 2023
			Check Total.....:	127.50		
057957	09/28/23	ROE02	Thomas Roenspie	100.00	OCT2023	MEASURE A UNIFORMS

REPORT.: Sep 28 23 Thursday  
 RUN....: Sep 28 23 Time: 12:21  
 Run By.: Leticia Espinosa

CITY OF ORLAND  
 Cash Disbursement Detail Report  
 Check Listing for 09-23 thru 09-23 Bank Account.: 1001

PAGE: 003  
 ID #: PY  
 CTL.: 5. A.

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
057958	09/28/23	ROM06	Mathew Romano	300.00	SEP2023	CITY COUNCIL STIPEND SEPTEMBER 2023
057959	09/28/23	ROU00	BRUCE T. ROUNDY	300.00	SEP2023	CITY COUNCIL STIPEND SEPTEMBER 2023
057960	09/28/23	SAM00	SAM'S DOOR SHOP	2791.77	09262023	PD/DOORS ARPA PROJECT
057961	09/28/23	SUT02	SUTTON, BRANDON	100.00 72.00	OCT2023 OCT23GYM	MEASURE A UNIFORMS PD/GYM REIMBURSEMENT OCT. 2023
Check Total.....:				172.00		
057962	09/28/23	T&S01	T AND S DVBE, INC.	320.66	23-2417	PW/SAFETY-SIGNS
057963	09/28/23	TIA00	EVERBANK, N.A.	299.87	9716283	MULTI/COPIER LEASE
057964	09/28/23	TOL04	JEFFREY TOLLEY	300.00	SEP2023	CITY COUNCIL STIPEND SEPTEMBER 2023
057965	09/28/23	TRU00	TRUE BLUE PROPANE	125.00	09102023	PW/YEARLY PROPANE LEASE
057966	09/28/23	TUR01	Rae Turnbull	45.00	OCT2023	AC/WEBSITE NEWSLETTER
057967	09/28/23	USA04	USA Blue Book	1185.14	138268	PW/WATER SUPPLIES
057968	09/28/23	VAL02	VALLEY ROCK PRODUCTS	1197.92	80983	PW/DWR SUPPLIES
057969	09/28/23	VER03	Verizon Wireless	164.04 266.07 79.49	8205 944608203 944608204	FD/MEASURE A-RESPONSE SERVICE FOR CITY ENGINE PW/SCADA COMPUTER/IPADS REC/COMMUNICATIONS
Check Total.....:				509.60		
057970	09/28/23	VLA00	RAYMOND J. VLACH	100.00	OCT2023	MEASURE A UNIFORMS
057971	09/28/23	WAG01	WAGNER-SMITH EQUIPMENT CO	4269.39	6477117,	FD/MEASURE A-REPEATER-HYDRO POLE JACK & PUMP RENT
057972	09/28/23	WEL02	Wells Fargo Vendor Fin Se	148.70	502669062	BD-PLAN/COPIER LEASE SEP 27- OCT 26,2023
057973	09/28/23	WEX00	WEX BANK	1350.00 6159.73 5662.44 206.82	1950694FD 1950694PD 1950694PW 950694REC	FD/FUEL PD/FUEL PW/FUEL REC/FUEL
Check Total.....:				13378.99		
057974	09/28/23	WRA00	WRAP IT UP WHOLESALE	2047.24	173	FD/MEASURE A-MEETING ROOM SEATS
Cash Account Total.....:				189579.22		
Total Disbursements.....:				189579.22		
Cash Account Total.....:				.00		

REPORT.: Sep 28 23 Thursday  
 RUN....: Sep 28 23 Time: 12:21  
 Run By.: Leticia Espinosa

CITY OF ORLAND  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 09-23 thru 09-23 Bank Account.: 1001

PAGE: 004  
 ID #: PY  
 CTL.: 5. A.

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
19208	09/21/23	EDD01	STATE OF CALIFORNIA	4336.24	C30921	STATE INCOME TAX
19209	09/21/23	ESD00	STATE OF CALIFORNIA	1239.11	C30921	SDI
19210	09/21/23	OPO00	OPOA TREASURER	628.00	C30921	OPOA DUES
19211	09/21/23	STA00	STATE DISURSEMENT UNIT	22.15	C30921	GARNISHMENTS
19212	09/21/23	TEH00	UMPQUA BANK	12850.15	C30921	FEDERAL INCOME TAX
				17054.50	1C30921	FICA
				3988.50	2C30921	MEDICARE
			Check Total.....:	33893.15		
19213	09/21/23	UPE00	UPEC, LOCAL 792	502.70	C30921	UPEC, LOCAL 792*
			Cash Account Total.....:	40621.35		
			Total Disbursements.....:	40621.35		



REPORT.: 09/21/23  
 RUN....: 09/21/23 Time: 15:26  
 Run By.: Deysy Guerrero

CITY OF ORLAND  
 Warrant Register

5. A.

Warrant Number	Date	Payroll Date	**Employee** Num Name	Actual Period	Fiscal Period	Gross Amount
14600	09/21/23	09/20/23	HAR00 ZOLLERHARRIS, TRAVIS	09-23	03-24	2160.13
14601	09/21/23	09/21/23	MAR02 MARTINDALE, RYAN EUGENE	09-23	03-24	1327.93
14602	09/21/23	09/20/23	PER00 PEREZ, MARGARITA T	09-23	03-24	2086.39
14603	09/21/23	09/20/23	SUA03 SUAREZ, ARMANDO RUEDA	09-23	03-24	1620.80
Z07077	09/21/23	09/20/23	ALV01 ALVA, MICAELA	09-23	03-24	2214.15
Z07078	09/21/23	09/20/23	AND00 ANDRADE, EDGAR	09-23	03-24	4302.55
Z07079	09/21/23	09/20/23	BAL01 BALDRIDGE, EDEN	09-23	03-24	84.00
Z07080	09/21/23	09/20/23	BAR02 BARBER, ZACHARY	09-23	03-24	2626.72
Z07081	09/21/23	09/20/23	BLA00 BLAKE, CHRISTINA	09-23	03-24	136.00
Z07082	09/21/23	09/20/23	BOW00 BOWERS, LINDA	09-23	03-24	424.32
Z07083	09/21/23	09/20/23	CAR03 CARR, PETER R	09-23	03-24	6153.85
Z07084	09/21/23	09/20/23	CES00 CESSNA, KYLE A	09-23	03-24	4707.86
Z07085	09/21/23	09/20/23	CHA01 CHANEY, JUSTIN	09-23	03-24	4753.08
Z07086	09/21/23	09/20/23	CLO02 CLOYD, GRACIE	09-23	03-24	132.00
Z07087	09/21/23	09/20/23	COR00 CORTES, JOVANY	09-23	03-24	1728.01
Z07088	09/21/23	09/20/23	CRA00 CRANDALL, JEREMY	09-23	03-24	2625.66
Z07089	09/21/23	09/20/23	ESP00 ESPINOSA, LETICIA	09-23	03-24	2236.02
Z07090	09/21/23	09/20/23	ESQ01 ESQUIVEL, ITZEL	09-23	03-24	64.00
Z07091	09/21/23	09/20/23	FEN03 FENSKE, JOSEPH H	09-23	03-24	3077.83
Z07092	09/21/23	09/20/23	FLO00 FLORES, JOSE D	09-23	03-24	3621.64
Z07093	09/21/23	09/20/23	GAM00 GAMBOA, YADIRA	09-23	03-24	314.26
Z07094	09/21/23	09/20/23	GAR01 GARIBAY, ELIZABETH	09-23	03-24	1554.16
Z07095	09/21/23	09/20/23	GRE00 GREELEY, MASON ALEXIS	09-23	03-24	256.00
Z07096	09/21/23	09/20/23	GUE01 GUERRERO, DEYSY D	09-23	03-24	2700.00
Z07097	09/21/23	09/20/23	GUE02 GUERRERO, JORGE	09-23	03-24	2323.45
Z07098	09/21/23	09/20/23	JOH01 JOHNSON, SEAN KARL	09-23	03-24	5244.02
Z07099	09/21/23	09/20/23	LOP01 LOPEZ, ESAU	09-23	03-24	1728.02
Z07100	09/21/23	09/20/23	LOP02 LOPEZ, JOEL	09-23	03-24	1643.71
Z07101	09/21/23	09/20/23	LOW00 LOWERY, KATHERINE	09-23	03-24	3530.70
Z07102	09/21/23	09/20/23	MAR02 MARTINDALE, RYAN EUGENE	09-23	03-24	4502.85
Z07103	09/21/23	09/20/23	MAR04 MARTINEZ, IRMA	09-23	03-24	424.32
Z07104	09/21/23	09/20/23	MEJ00 APARICIO, LILIA MEJIA	09-23	03-24	2901.86
Z07105	09/21/23	09/20/23	MEZ00 MEZA, JODY L	09-23	03-24	4312.10
Z07106	09/21/23	09/20/23	MIL00 MILLS, DARYL A	09-23	03-24	3473.01
Z07107	09/21/23	09/20/23	MON03 MONDRAGON, MEGAN N	09-23	03-24	1535.56
Z07108	09/21/23	09/20/23	MYE00 MYERS, KEVIN	09-23	03-24	684.76
Z07109	09/21/23	09/20/23	OLIO0 OLIVER, LINDA	09-23	03-24	300.56
Z07110	09/21/23	09/20/23	ORO04 OROZCO, JORDAN	09-23	03-24	51.00
Z07111	09/21/23	09/20/23	PAN00 PANIAGUA, BLANCA A	09-23	03-24	726.94
Z07112	09/21/23	09/20/23	PEN01 PENDERGRASS, REBECCA A	09-23	03-24	4337.57
Z07113	09/21/23	09/20/23	PHI00 PHILLIPS, AMELIA	09-23	03-24	89.25
Z07114	09/21/23	09/20/23	PHI01 PHILLIPS, OLIVIA	09-23	03-24	84.00
Z07115	09/21/23	09/20/23	PIN00 PINEDO, EDGAR ESTEBAN	09-23	03-24	3124.54
Z07116	09/21/23	09/20/23	POR00 PORRAS, ESTEL	09-23	03-24	1991.56
Z07117	09/21/23	09/20/23	PUN00 PUNZO, GUILLERMO	09-23	03-24	2528.92
Z07118	09/21/23	09/20/23	RIC01 RICE, GERALD W	09-23	03-24	2505.03
Z07119	09/21/23	09/20/23	RIV00 RIVERA, ISRAEL	09-23	03-24	2129.97
Z07120	09/21/23	09/20/23	ROD00 RODRIGUES, ANTHONY	09-23	03-24	2510.24
Z07121	09/21/23	09/20/23	ROE00 ROENSPIE, THOMAS LUKE	09-23	03-24	5308.14
Z07122	09/21/23	09/20/23	ROM00 ROMERO, ARNULFO	09-23	03-24	2977.10
Z07123	09/21/23	09/20/23	SAN02 SANDOVAL, LUCILA	09-23	03-24	1997.05
Z07124	09/21/23	09/20/23	SCH03 SCHMITKE, JENNIFER	09-23	03-24	2589.10
Z07125	09/21/23	09/20/23	SHA02 SHANNON, KYLE ANTHONY	09-23	03-24	603.00
Z07126	09/21/23	09/20/23	STE01 STEWART, ROY E	09-23	03-24	3048.41
Z07127	09/21/23	09/20/23	SUA02 SUAREZ, BRYAN E	09-23	03-24	2258.21
Z07128	09/21/23	09/20/23	SUT00 SUTTON, BRANDON KIJANA	09-23	03-24	2981.15
Z07129	09/21/23	09/20/23	SWI00 SWINHART, ROBERT	09-23	03-24	2049.17
Z07130	09/21/23	09/20/23	VAL00 VALENZUELA, BRENDA	09-23	03-24	294.61
Z07131	09/21/23	09/20/23	VLA00 VLACH, RAYMOND JOSEPH	09-23	03-24	5177.08
Z07132	09/21/23	09/20/23	VLA02 VLACH, ZOE	09-23	03-24	59.50
Z07133	09/21/23	09/20/23	VON00 VONASEK, EDWARD J	09-23	03-24	4614.46
Z07134	09/21/23	09/20/23	WAT04 WATHEN, MIDASIA	09-23	03-24	64.00
Z07135	09/21/23	09/20/23	ZIN00 PEREZ, ARNULFO ZINTZUN	09-23	03-24	1620.80
						-----
						139233.08
						-----

**MINUTES OF THE ORLAND CITY COUNCIL**  
**REGULAR MEETING HELD SEPTEMBER 19, 2023**

**CALL TO ORDER**

Meeting called to order by Mayor Chris Dobbs at 6:00 PM.

Pledge of Allegiance led by Councilmember Romano

**ROLL CALL**

Councilmembers present:	Councilmembers Jeffrey Tolley, Matt Romano, John McDermott and Mayor Chris Dobbs
Councilmembers absent:	Vice Mayor Bruce Roundy (listened via Zoom)
Staff present:	City Manager Pete Carr; Director of Administrative Services Rebecca Pendergrass; City Clerk Jennifer Schmitke; Library Director Jody Meza; City Engineer Paul Rabo; Police Chief Joe Vlach; City Attorney Greg Einhorn
Staff present online:	Public Works Director Ed Vonasek; Recreation Director Joe Fenske; Fire Chief Justin Chaney

**CONSENT CALENDAR**

- A. Warrant List (Payable Obligations)
- B. Approve City Council Minutes for September 5, 2023
- C. Agreement for Maintenance of City Water Lines in County Roads
- D. Eighth Street Speed Table Removal
- E. Agreement for Glenn County Allocation of American Rescue Plan Act funds to Libraries
- F. Glenn County Health and Human Services Agency Agreement for Library Services
- G. City Council discussion and possible action to award a consultant contract for the City of Orland Emergency Groundwater Resource Project – Multiple Phases

City Attorney Greg Einhorn reminded Council that they are back to following pre-Covid rules and explained that Vice Mayor Roundy may observe as a member of the public, but because he was not present, he could not participate in the meeting.

Action: Councilmember Tolley moved, seconded by Councilmember McDermott, to approve the consent calendar as presented. Motion carried by a voice vote 4-0.

**ADMINISTRATIVE BUSINESS**

**A. Draft Reimbursement Agreement: Hidden Treasures**

City Attorney Greg Einhorn presented a funding agreement for the Council to review. The short-term funding agreement was requested after a public discussion with Hidden Treasures Sanctuary, an independent non-profit organization that provides feral cat services in Glenn County and Orland and which requested funding from the City to help with operational expenses, including rent and utilities. Mr. Einhorn explained each term of the agreement.

Hidden Treasures Board Member Jan Smith shared her concerns and asked Council to consider giving to the Sanctuary for their basic necessities.

Director of Hidden Treasures Valerie Johnson thanked the Council for listening to their needs and concerns. Ms. Johnson shared her worries for not being able to continue to help with the cat issue that is going on in Glenn County. Ms. Jonnson shared the sanctuary has cut a lot of costs and she has been looking into using personal property for an additional cat facility in the County.

Councilmember Tolley moved to “not pay a single cent”. Without a second the motion failed.

Council discussed concerns, shared their opinions, and asked Hidden Treasures Sanctuary Board President, Valerie Johnson questions. Council concluded that they support and appreciate the services Hidden Treasures provides but at this time they do not feel like the business model is supportable and that taxpayers should not have to take on this burden. The Council decided to wait on signing a short-term support agreement until the Countywide Feline Ad Hoc committee meets to discuss the matter.

**B. Consider Regulation of Alcohol at Library Park**

City Manager Pete Carr advised Council that Mayor Dobb suggested consideration of prohibiting/regulating the use of alcohol in Library Park. Mr. Carr spoke about regulations that apply to all parks, regulations that apply to specific parks, and explained when regulations are infractions and when they are misdemeanors.

Mr. Carr asked for specific directions to help City staff draft an ordinance on this topic. Mayor Dobbs shared that he brought this suggestion forward to help Orland Police Department regulate some of the disruptive activities that have been happening in Library Park. Mayor Dobbs stated he would like to allow special use permits to allow for special events to serve alcohol in the parks. Councilmember Tolley asked Police Chief Vlach his opinion on the regulations. Chief Vlach gave some suggestions for Council to think about when putting together regulations they would like to see in a park ordinance. Councilmember McDermott mentioned the Orland Volunteer Fire Department (OVFD) has frequent calls to Library Park for overdosing or alcohol related issues but no calls for the same issues at other parks. Councilmember Romano stated Library Park should be a place that kids, families, and the elderly can come to feel safe and can relax.

Library Director Jody Meza shared that the Library is also a cooling center, a clean air center, and they host many children events and family activities. Ms. Meza shared that she has seen an increase in incidents at Library Park and inside the Library where she has had to ask law enforcement to help assist in the situations. Ms. Meza stated she felt that Library staff and patrons would be in support of an alcohol regulation at Library Park.

Orland resident Trish St. Evens appreciated Council bringing this item forward to get addressed before the problem gets too bad.

Council directed staff to move forward with drafting an ordinance.

Vice Mayor Roundy shared his experience with the people that live in the park and stated that the neighbors across the street from the park do not feel safe in their own homes.

**C. Proposal for Streetscape Phase 1**

City Manager Carr shared background on the Streetscapes project that was adopted in 2017/2018. Mr. Carr explained that the Streetscape Master Plan envisions improvements to Walker Street between Second and Sixth Streets in pedestrian facilities, drainage, and aesthetics. Mr. Carr stated City Council

set aside \$200,000 for streetscapes from its American Rescue Plan Act (ARPA) funding, and Caltrans is implementing road improvements on State Route 32 (SR32).

Mr. Carr provided visual design examples for lamp posts, benches, trash receptacles and a map of proposed lamp post placement on 4<sup>th</sup> and 5<sup>th</sup> Streets and a budget.

Mr. Carr shared that he has meet with interested business owners several times over the past year, exploring options consistent with the master plan and most recently presented the concept examples to the Economic Development Commission (EDC) to get their feedback on items.

Council discussed the concept ideas and asked questions about the project. Mayor Dobbs suggested partnering with Orland High School FFA program to see if they could work on benches for the project. Councilmember McDermott asked about the bulb outs and decorative patterns on the 4<sup>th</sup> Street from the Streetscapes plan. Councilmember Romano shared that he is ready to approve Phase 1 of the Streetscapes plan.

Ms. St. Evans shared her experience with purchasing FFA metal projects and stated incorporating the students work would be an asset.

Council directed staff to bring this agenda item back to Council at the next meeting, allowing citizens time to provide feedback back to the Council.

**D. City Council discussion and possible action to award a construction contract for the City of Orland Emergency Groundwater Resource Project–Phase 2A**

City Engineer Paul Rabo reminded Council that the City of Orland is working with the State of California Department of Water Resources (DWR) to lay out, design and construct improvements to the City water system. The primary goal for this project is to supply residents (with dry wells), inside and outside City limits, with a safe and reliable source of drinking water.

The third portion of the project, which was advertised August 14, 2023, is Phase 2A located south and east of the City limits. The project includes the installation of approximately 5.1 miles of water main, 114 water service connections, fire hydrants and other water system appurtenances. The estimated construction costs of the project were \$5,414,800.00, the lowest bid wat was received was \$4,472,651.00 and the highest bid received was \$6,814,108.00.

Mr. Rabo shared that City staff evaluated all bids on September 12, 2023, and determined the lowest bidder to be Visinoni Brothers, Inc from Chico, with the low bid of \$4,472,651.00. Mr. Rabo shared that Visinoni Brothers, Inc has successfully completed the installation of many other subdivisions in Orland such as Blair Estates and Linwood Park unit 2 and was awarded the contract for Phase 2B of the Orland Emergency Groundwater Resource Project. Mr. Rabo provided a pipeline map of the project and the final bid summary.

Council asked questions about adding additional connections, the number of hydrants in the project, how Visinoni was chosen and about how many more phases are pending in this project.

Action: Councilmember Tolley moved, seconded by Councilmember Romano, to approve the City Council awarding a construction contract for the City of Orland Emergency Groundwater Resource Project – Phase 2A project to Visinoni Brothers, Inc.; and to authorize the City Manager to execute the contract and all other documents necessary to complete the project. Motion passed by a roll call vote 4-0.

Ayes: Councilmembers Tolley, Romano, McDermott, and Mayor Dobbs  
Nays: None

**E. Economic Development Commission Vacant Position**

Director of Administrative Services/ACM Rebecca Pendergrass reminded Council that at the August 15<sup>th</sup> meeting City staff announced a vacancy on the Economic Development Commission (EDC), Council directed staff to advertise the vacant seat as well as contact the prior applicants that were interested. Ms. Pendergrass shared that the seat was someone who resides within City limits, there were three applicants for the seat but only two qualified. Ms. Pendergrass asked if the Council would like to appoint the Commission member or have the two qualified applicants interviewed for the position. Council directed staff to set up interviews with the two applicants.

**ORAL AND WRITTEN COMMUNICATIONS**

**PUBLIC COMMENTS:**

Orland resident Marjorie Palmer stated her concerns with the removal of speed bumps on Eighth Street. Ms. Palmer shared that stop signs and street name signs are missing in her neighborhood. Public Works Director Vonasek shared this project is on a list to get done, but no date is set yet.

Orland resident Robert Townsend shared his concerns about the removal of speedbumps and stated stop signs may help but hopes more police patrol in the area can help with the speed in the area.

Mayor Dobbs shared he would like to see striping on Eighth Street on a future agenda. The council concurred. Councilmember Romano stated he would like to see similar striping to the East Street project, with bike lanes and painted bulb outs.

Chief Vlach invited the Council and citizens to come to the next Public Works and Safety Commission meeting on October 10<sup>th</sup>, where possible new stop signs will be discussed.

Orland resident Delores Ross shared concerns about future potential mandates and parental control in the schools. Mayor Dobbs suggested bringing her concerns to the Orland Unified School District school board.

**CITY COUNCIL COMMUNICATIONS AND REPORTS**

Councilmember Romano:

- Updated Council on the EMS project;
- Shared that Friday September 22<sup>nd</sup> is the last day of the Farmers Market;
- Homecoming/Battle of the Axe is September 22<sup>nd</sup>;
- Shared his excitement about the DWR and the East Street projects;
- Expressed his appreciation for City Public Works and Recreation Departments;

Councilmember McDermott:

- Will be attending the Planning Commission Meeting, September 21<sup>st</sup>;

Councilmember Tolley:

- Attended the Economic Development Commission Meeting September 12<sup>th</sup>;

Mayor Dobbs

- Attended the Greg Martinez - End of Summer Car show September 9<sup>th</sup>.

**MEETING ADJOURED AT 8:17 PM**

Jennifer Schmitke, City Clerk

Chris Dobbs, Mayor

**PLANNING COMMISSION MINUTES  
August 17, 2023**

**1. Call to Order** – The meeting was called to order by Chairperson Stephen Nordbye at 5:30 PM.

**2. Pledge of Allegiance**

**3. Roll Call:**

- Commissioner’s present – Chairperson Stephen Nordbye, Vice Chairperson Wade Elliott, Commissioners Sharon Lazorko, Michelle Romano, and Vern Montague
- Commissioner’s absent - None
- Councilmember(s) present - Councilmember John McDermott
- Staff present - City Planner Scott Friend and City Clerk Jennifer Schmitke

**4. ORAL AND WRITTEN COMMUNICATIONS**

**Citizen Comments - None**

**5. CONSENT CALENDAR**

Commissioner Lazorko presented a correction to be made to the June 15, 2023 minutes. The Commission agreed with the corrections and staff stated that the corrections would be made before taking the minutes to City Council.

**ACTION:** Vice Chairperson Elliott moved, seconded by Commissioner Lazorko to approve consent calendar with the correction to June 15<sup>th</sup>'s minutes. Motion carried unanimously by a voice vote, 5-0.

**6. PUBLIC HEARING**

City Planner Scott Friend presented to the Commission an amendment to a previously approved Conditional Use Permit (CUP #2022-05) for the erection of a “Pole Sign” on an existing parcel identified as 4473 Commerce Lane. The parcel is currently in the process of being developed as a Maverik-branded Fueling Center. The subject parcel is designated Commercial (C) on the General Plan land use map and is in the C-H (Highway Service Commercial) zoning district.

Mr. Friend shared that there was a modified recommendation based upon the submittal of information that had occurred following the publication of the staff report package. Mr. Friend noted that the staff recommendation contained in the staff report was for the denial of the request as it was originally submitted. Mr. Friend noted that based upon the submittal of a new proposal occurring after the staff report was published, staff is modifying the recommendation from denial and to approval. This is based on the elimination of the request for a second freeway pole sign. The new request consists of a request to approve four elements to include: 1) the movement of the previously approve freeway pole sign location on the site; 2) a style change on the freeway monument pole sign from a “flat face” to a “V shaped “sign configuration, 3) a request for an “H shaped” fuel pricing sign and, 4) one additional directional sign.

Chairperson Nordbye asked for the Maverik representative to come forward and speak. Mr. Paul Heywood from the Maverik company shared that Maverik was sorry for the inconvenience and last-minute change from the single pole sign to the “H shaped” sign and expressed that the characterization of the changes being sought was accurately presented by staff.

Commissioner Lazorko asked for a refresher on where the signs would be located on the property. Mr. Friend explained where the proposed “H shaped” fuel pricing sign was to be located and where the “V shaped” freeway monument pole sign would be location using a site plan map.

Chairperson Nordbye opened the Public Hearing at 5:42 PM.

No public comments were offered during the public hearing and staff noted that no written comments were received. Chairperson Nordbye closed the Public Hearing at 5:42 PM.

Vice Chairperson Elliott moved, seconded by Commissioner Romano that the Planning Commission approve the proposed amended project site plan with changes effecting the four signage modifications identified by staff to include the relocation of previously approved 100-foot freeway monument sign, the allowance of a design modification to the aforementioned freeway monument sign to a “V shaped” presentation, the allowance of an “H style” sign for the pricing structure for the fuel prices and the approval of one additional on-site directional sign.

The motion to approve the requested signage modifications included the determination that the request is exempt from CEQA pursuant to Government Code Section 15061. Motion carried by a voice vote, 5-0.

**7. STAFF REPORT**

**A. Following from City Council meeting presentations**

Mr. Friend updated the Commission that the Council reviewed the building heights contained in the Orland Municipal Code (OMC) and directed that the Commission review the existing OMC building height standards at their September 21<sup>st</sup> meeting for their adequacy and bring their findings back to Council. Mr. Friend indicated that this item will be placed on the meeting agenda of the Planning Commission for the month of September.

**B. Quiet Creek California Environmental Quality Act (CEQA)**

Mr. Friend shared that proposed Quiet Creek Tentative Subdivision Map located on the northeast side of town was currently out for public review as part of its mandatory 35-day public review period. Mr. Friend explained that the public review period has been open for a week and indicated that he has not yet received any comments from the public as a result of the public circulation period. Mr. Friend stated that this item would come before the Commission most likely in November 2023.

**C. Follow up about Money for Roads**

Mr. Friend clarified a question that was asked at a prior Planning Commission meeting regarding whether the City gave City money to the County money for the purchase of buses.

**8. COMMISSIONERS REPORTS**



- Chairperson Nordbye shared that he had the opportunity to go on a ride along with the Orland Police Department.
- Commissioner Romano shared that she believes the town is excited about the new McDonalds. Stated that she likes the new additions/renovations on the library roof and patio area, with the exception of the new dumpster enclosure (sharing the placement is not ideal)
- Vice Chairperson Elliott nothing to report.
- Commissioner Montague nothing to report.
- Commissioner Lazorko nothing to report.

**9. FUTURE AGENDA ITEMS**

Building Height Review

**10. ADJOURNMENT – 5:58 PM**

Respectfully submitted,

Jennifer Schmitke, City Clerk

Stephen Nordbye, Chairperson

**Recreation Commission**

Karen Baldrige, Chair  
Shannan Ovard, Vice Chair  
Larry Carmona  
Joser Rosales  
Jason Ovitz

# CITY OF ORLAND



## Recreation Commission Minutes

April 26<sup>th</sup>, 2023, 6:30pm

Meeting will be held at Carnegie Center

**1. CALL TO ORDER – 6:30 p.m.**

*The meeting was called to order by Chairperson Baldrige at 6:30pm.*

**2. PLEDGE OF ALLEGIANCE**

*Commission members present: Chair Karen Baldrige, Vice-Chair Shannan Ovard, Commissioner Larry Carmona, Commissioner Jason Ovitz, Commissioner Joser Rosales.*

*Commission members absent: none*

*Staff present: Recreation Director Joe Fenske and Public Works Director Ed Vonasek*

**3. ROLL CALL**

**4. ORAL AND WRITTEN COMMUNICATIONS**

Citizen Comments:

Any person may address the Recreation Commission at this time upon any subject within the authority of the Recreation Commission; however, the public is advised to limit discussion to one presentation per individual. Oral communications will be limited to three minutes. Please state your name and address for the record.

*Orland resident Pete Rosales addressed the commission about potential field upgrades at City ball fields. Mr. Rosales asked the commission if there was a meeting date that this subject could be placed on the agenda to speak about future upgrades to City ball fields.*

**5. CONSENT CALENDAR**

**A. Approve February 22<sup>nd</sup>, 2023, Recreation Commission minutes.**

*Vice-Chair Ovard moved, seconded by Commissioner Carmona, to approve consent calendar as is motion carried 5-0.*

**6. ADMINISTRATIVE COMMUNICATIONS, REPORTS, AND ACTIONS**

**A. Potential Sand Volleyball Facility Locations (Discussion and Recommendation) – Recreation Director Joe Fenske and OUSD Superintendent Victor Perry**

*Recreation Director Joe Fenske and OUSD Superintendent Vic Perry brought back information to follow up on the February 22<sup>nd</sup> Recreation Commission meeting regarding sand volleyball courts. Mr. Fenske said tonight all the staff is asking for is a recommendation to City Council on a location for potential partnership sand volleyball courts with OUSD. Mr. Fenske stated Vic Perry, Ed Vonasek, and himself walked and discussed potential locations. Staff and Mr. Perry identified two potential locations. One location is at Roosevelt Park*

(North Valley School) and the other location is directly north of the pickleball facility at Vinsonhaler Park. Mr. Fenske informed the Commission of all the positives and negatives for both locations. Mr. Fenske and Vonasek told the Commission that City staff recommend the location north of the pickleball facility as number one and Mr. Perry supported this location as number one. This area is not utilized for any athletic events. Mr. Fenske stated last calendar year there were only four reservations for Vinsonhaler Park and the sand volleyball court will not interfere with reservations. Mr. Fenske said it would be beneficial to have pickleball, tennis, and volleyball in one central location as it would provide families with multiple options for activities that are open to all ages.

5. D.

Commissioner Carmona made a motion for the location of the sand volleyball courts to be at Vinsonhaler Park, seconded by Vice-Chair Ovard motion carried 5-0.

**B. ARPA Funding (Update and Discussion) – Recreation Director Joe Fenske**

Recreation Director Joe Fenske updated the Recreation Commission on potential ARPA funding from Glenn County. Mr. Fenske stated that Glenn County may potentially offer the City of Orland 200k in funding towards the Orland Pool if the City matches the funding. Currently City staff believe the funding should be spread out through multiple Recreation projects and not just focused on the pool. Mr. Fenske stated there is a major need to upgrade City ballfields. The next Glenn County Board Supervisors meeting is on May 9<sup>th</sup> where they intend to vote on this topic. Mr. Fenske stated once there has been a decision from the County City staff will bring the topic back to the Recreation Commission. At that meeting the Recreation Commission should make a recommendation to the City Council on how the matching funds should be spent in City Recreation.

**C. Recreation Department Summer Activity Schedule (Update) - Recreation Director Joe Fenske**

Recreation Director Joe Fenske updated the commission on the summer schedule and programs. Mr. Fenske stated the pool will open on June 12<sup>th</sup> with a full schedule planned. Mr. Fenske stated summer camps, coed softball, aqua aerobics, flag football, youth soccer, tumbling, dance, are scheduled and accepting signups currently. Most programs will begin the week after school is out.

**7. COMMISSIONER REPORTS**

No commissioner reports at this time.

**8. ADJOURNMENT**

Meeting adjourned at 7:15pm

**Recreation Commission**

Karen Baldrige, Chair  
Shannan Ovard, Vice Chair  
Larry Carmona  
Joser Rosales  
Jason Ovitz

# CITY OF ORLAND



## Recreation Commission Minutes

May 24<sup>th</sup>, 2023, 4:30pm

Meeting will be held at Carnegie Center

**1. CALL TO ORDER – 4:30 p.m.**

*The meeting was called to order by Chairperson Baldrige at 4:30pm.*

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

*Commission members present: Chair Karen Baldrige, Vice-Chair Shannan Ovard, and Commissioner Larry Carmona*

*Commission members absent: Commissioner Jason Ovitz and Commissioner Joser Rosales.*

*Staff present: Recreation Director Joe Fenske and Public Works Director Ed Vonasek*

**4. ORAL AND WRITTEN COMMUNICATIONS**

Citizen Comments:

Any person may address the Recreation Commission at this time upon any subject within the authority of the Recreation Commission; however, the public is advised to limit discussion to one presentation per individual. Oral communications will be limited to three minutes. Please state your name and address for the record.

**5. CONSENT CALENDAR**

A. None

**6. ADMINISTRATIVE COMMUNICATIONS, REPORTS, AND ACTIONS**

**A. Discussion and Recommendation to City Council: Project List for County Matching Grant**

*Recreation Director Joe Fenske presented the Commission options of Recreation improvements that could benefit the City with matching ARPA funds from Glenn County. Mr. Fenske also presented the Commission with an updated project list and survey results from the Recreation survey conducted in the Fall of 2022. Mr. Fenske noted in the past ten years the city has upgraded and expanded many amenities such as, playgrounds, over \$500,000 in upgrades to the pool, new splash pad, covered picnic areas, upgraded basketball court, new pickleball facility, upgraded tennis courts, and many other projects. Mr. Fenske and the Commission discussed current City ball fields.*

*Mr. Fenske said in 2018 the city approved \$40,000 to help fix the drainage and upgrade the Lely ball fields with the understanding Little League would volunteer the labor. Currently the City has budgeted \$170,000 of ARPA funding for lighting at Lely ball fields and set aside \$40,000 for Lely ball fields, that combined would match the County \$200,000. Results for our Recreation Survey ranked upgrading our current ball fields as 1A.*

*Vice-Chair Ovard made a motion, seconded by Commission Carmona to match the County if the funding would go to City ball fields and \$3,500 on a field feasible study for the following fields, Bihler, Vinsonhaler, Lely West, North, and Lely South motion carried 3-0.*

5. E.

**7. COMMISSIONER REPORTS**

*No commissioner reports at this time.*

**8. ADJOURNMENT**

*Meeting adjourned at 4:55pm*



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: October 3, 2023**

---

**TO:** Honorable Mayor and Member of City Council

**FROM:** Scott Friend, City Planner

**SUBJECT:** **Orland Municipal Code – Maximum Building Height Standards –**  
Planning Commission Consideration Report *(Information Only)*

---

**BACKGROUND:**

At its regular meeting of September 5, 2023, the City Council considered a request to review maximum building height standards of the Orland Municipal Code. Following discussion of the topic the City Council directed staff to take this item forward to the Planning Commission for their review, consideration and input. Planning staff engaged the members of the Planning Commission on the matter at the regular September meeting of the Planning Commission held on Thursday, September 21, 2023. After consideration and discussion, the Planning Commission voted 3-1 to recommend to the City Council that no action be taken on the matter and to leave the provisions of the Municipal Code in place as they are currently presented in the Code.

**ANALYSIS:**

As noted in the summary section of this staff report, Planning staff engaged the members of the Planning Commission on this matter at the regular September meeting of the Planning Commission held on Thursday, September 21, 2023. Staff presented the Commission with the same building height matrix that was presented to the City Council along with the same presentation on the subject. Following a discussion on the topic, a consensus vote was taken whereby 3 of the 4 members present indicated that they were satisfied with the standards as they were currently presented and recommended that no further action on the matter be taken.

The dissenting Commissioner (Romano) indicated that she believed that the City should adopt maximum building height standards into the two zoning districts that did not have such standards (Public Facilities (PF) and Downtown Mixed Use (DT-MU)). She also indicated her preference that every zoning district in the City should have a maximum building height of thirty-five (35) feet if a fixed height standard was utilized, and, indicated that she believed that the building height standard for each zoning district should one and one-half (1 1/2) times the height of the building next door if a variable standard was utilized.

Following input by the Commissioners, the Commission voted 3-1 to recommend to the City Council that no further action be taken on the matter and noted that the standards were adequate

as currently presented in the City Code. Based upon the consensus of the members present, staff has not initiated any additional action on this matter. This information is presented to the City Council for information purposes only.

**CEQA ACTION(S) REQUESTED or REQUIRED:** None

**RECOMMENDATION:** Staff does not offer any staff recommendation or comment on this matter with this report.

**FISCAL IMPACT OF RECOMMENDATION:** None



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: October 3, 2023**

---

**TO:** Honorable Mayor and Council

**FROM:** Director of Administrative Services/ACM Rebecca Pendergrass

**SUBJECT:** **Enterprise Software Service Agreement**

---

City Staff will recommend the Council approve the service agreement from Tyler Technologies.

**BACKGROUND:**

At its September 5, 2023 meeting, the City Council approved moving forward with Tyler Technologies to replace the current enterprise software.

**RECOMMENDATION:**

Direct staff to execute the service agreement.

**FISCAL IMPACT OF RECOMMENDATION:**

\$50k from ARPA, \$72,539 split between Water and Sewer funds for initial costs. Ongoing annual costs are \$43,388 and will be divided between General Fund (40%) and Water and Sewer Funds (60%).





## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Orland, California.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the 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](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto 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 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 SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at [Exhibit D](#).
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 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.

### SECTION C – PROFESSIONAL SERVICES

1. Professional 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. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) 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.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

- 8. 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).
  
- 9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  
  - 9.2 provide support during our established support hours;
  
  - 9.3 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;
  
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. Term. This Agreement is effective as of the Effective Date. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on April 1, 2024. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
  
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
  
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – 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 G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 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; or (c) replace it with a functional equivalent. 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 (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

**YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. 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 G(1) AND G(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 H – 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 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients’ data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated “quarantined” environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler’s, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A      Investment Summary
- Exhibit B      Invoicing and Payment Policy  
                    Schedule 1: Business Travel Policy
- Exhibit C      Service Level Agreement  
                    Schedule 1: Support Call Process
- Exhibit D      Third Party 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 Orland, CA

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 Orland  
PO Box 547  
Orland, CA 95963  
**Attention:** \_\_\_\_\_



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**Sales Quotation For:**  
 City of Orland  
 PO Box 547  
 Orland CA 95963-0547

Quoted By: Cody Gunstenson  
 Quote Expiration: 12/20/23  
 Quote Name:

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
<b>Tyler One</b>			
<b>Identity</b>			
Identity Workforce Advanced [5]	\$ 30	\$ 0	\$ 30
<b>Time &amp; Attendance powered by ExecuTime</b>			
Time & Attendance Mobile Access License	\$ 1,503	\$ 301	\$ 1,202
Advanced Scheduling	\$ 5,983	\$ 1,197	\$ 4,786
Time & Attendance	\$ 3,107	\$ 621	\$ 2,486
<b>Content Manager Suite</b>			
Core	\$ 3,537	\$ 707	\$ 2,830
<b>ERP Pro powered by Incode</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 10,285	\$ 2,057	\$ 8,228
Human Resources Management (Includes Position Budgeting)	\$ 7,070	\$ 1,414	\$ 5,656



<b>Tyler Annual Software – SaaS</b>			
Description	List Price	Discount	Annual
Employee Access Pro	\$ 0	\$ 0	\$ 0
Project Accounting	\$ 2,312	\$ 462	\$ 1,850
Purchasing	\$ 3,076	\$ 615	\$ 2,461
Accounts Receivable	\$ 1,945	\$ 389	\$ 1,556
<b>ERP Pro 10 Customer Relationship Management Suite</b>			
Utility Billing Water/Gas	\$ 8,356	\$ 1,671	\$ 6,685
Cashiering	\$ 2,894	\$ 579	\$ 2,315
Utility Access	\$ 1,344	\$ 269	\$ 1,075
Service Orders Mobile	\$ 643	\$ 129	\$ 514
<b>TOTAL:</b>	<b>\$ 52,085</b>	<b>\$ 10,411</b>	<b>\$ 41,674</b>
<b>Term # of Years:</b>	<b>3</b>		

<b>Tyler Annual Services</b>			
Description	List Price	Discount	Annual
<b>ERP</b>			
<b>Other Services</b>			
Tyler University	\$ 1,918	\$ 384	\$ 1,534
<b>TOTAL:</b>	<b>\$ 1,918</b>	<b>\$ 384</b>	<b>\$ 1,534</b>

<b>Tyler Fees per Transaction</b>	
Description	Net Unit Price
<b>ERP Pro powered by Incode</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
AP Automation	\$ 0.00

<b>Notify</b>	
Notifications for Utilities	\$ 0.10

<b>Tyler One</b>	
<b>Payments</b>	
ERP Pro Payments	\$ 0.00
Utility Access Payments Bundle	\$ 0.00

<b>Third Party Software &amp; Hardware</b>				
Description	Quantity	Unit Price	Extended Price	Annual
<b>Tyler One</b>				
<b>Payments</b>				
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments EMV Card Reader Purchase	1	\$ 529	\$ 529	\$ 0
<b>TOTAL:</b>			<b>\$ 529</b>	<b>\$ 180</b>

<b>Services</b>		
Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	292	\$ 42,340
Data Conversion Services		\$ 6,000
Project Management	1	\$ 1,500
<b>ERP Pro 10 Customer Relationship Management Suite</b>		
Professional Services	200	\$ 29,000
Project Management	1	\$ 1,500
Data Conversion Services		\$ 6,000

Services Description	Hours/Units	Extended Price
<b>ERP Pro Community Development Suite</b>		
Project Management	1	\$ 1,500
<b>Time &amp; Attendance powered by ExecuTime</b>		
Project Management	1	\$ 1,400
Time & Attendance Professional Services	96	\$ 13,920
Professional Services	98	\$ 14,210
<b>Content Manager Suite</b>		
Professional Services	32	\$ 4,640
<b>TOTAL:</b>		<b>\$ 122,010</b>

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 41,674
Total Third Party Hardware, Software, Services	\$ 529	\$ 180
Total Tyler Services	\$ 122,010	\$ 1,534
<b>Summary Total</b>	<b>\$ 122,539</b>	<b>\$ 43,388</b>

<b>Optional Tyler Annual Software – SaaS</b>			
Description	List Price	Discount	Annual
<b>ERP Pro powered by Incode</b>			
<b>ERP Pro 10 Financial Management Suite</b>			
Benefits Enrollment	\$ 1,650	\$ 330	\$ 1,320
Inventory Control	\$ 1,945	\$ 389	\$ 1,556
<b>ERP Pro Community Development Suite</b>			
Permitting Access	\$ 1,200	\$ 240	\$ 960
Licensing Access	\$ 1,200	\$ 240	\$ 960
Code Enforcement Access	\$ 1,200	\$ 240	\$ 960

<b>Optional Tyler Annual Software – SaaS</b>			
Description	List Price	Discount	Annual
Code Enforcement	\$ 2,894	\$ 579	\$ 2,315
Licensing	\$ 2,894	\$ 579	\$ 2,315
Permitting	\$ 2,894	\$ 579	\$ 2,315
Inspections Mobile	\$ 1,000	\$ 200	\$ 800
<b>Tyler One</b>			
<b>My Civic Suite</b>			
My Civic & Service Requests Pro	\$ 4,000	\$ 800	\$ 3,200
My Civic Utility Access Interface	\$ 0	\$ 0	\$ 0
<b>TOTAL:</b>	<b>\$ 20,877</b>	<b>\$ 4,176</b>	<b>\$ 16,701</b>

<b>Optional Services</b>		
Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	44	\$ 6,380
<b>ERP Pro Community Development Suite</b>		
Professional Services	96	\$ 13,920
<b>My Civic Suite</b>		
My Civic & Service Requests Pro	1	\$ 2,250
Project Management	1	\$ 250
<b>TOTAL:</b>		<b>\$ 22,800</b>

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Time & Attendance SSL Certificate Requirements: Clients must obtain an SSL certificate (2048-bit minimum) for on-premises Tyler servers from a trusted Certificate Authority (CA), such as a commercial provider (e.g. Verisign, GeoTrust, DigiCert) or client managed CA. SSL certificates are required to secure application communication by encrypting data over HTTPS. Server specific certificates (e.g. tylerapp.yourdomain.org) are supported, though a wildcard certificate (e.g. \*.yourdomain.org) is commonly used for multiple servers on the same domain.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

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

Any acquisition of clocks and/or clock maintenance is subject to the following terms:

[Time & Attendance Clock Terms \(tylertech.com\)](https://www.tylertech.com/terms/time-attendance-clock-terms)

### Identity Workforce Advanced [5]

Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

### Utility Billing Water/Gas

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

### Utility Access

Utility Access 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).

### Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

<b>Cashiering</b>	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
<b>Invoice Approvals</b>	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
<b>Advanced Scheduling</b>	Advanced Scheduling includes Advanced Scheduling Mobile Access
<b>Permitting Access</b>	Permitting Access displays the project detail, which includes permit number, status, address, owner name, expiration date, and issued date. It also displays the segment detail, which includes the fees, balance, payments, and any pending payments. It displays any inspection history. Payment packet is created to be imported to the permitting system. It also allows the user to request inspections, as well as pay or apply for a permit. Note that the customer pays the \$1.25 fee per transaction for payment online.
<b>Licensing Access</b>	Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.
<b>Notifications for Utilities</b>	Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
<b>Utility Access Payments Bundle</b>	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
<b>AP Automation</b>	AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.
<b>Utilities Data Conversion</b>	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.
<b>Human Resources Management /Payroll History Data Conversion</b>	Human Resources Management History conversion includes unlimited historical records.
<b>Human Resources Management Employee Records Conversion</b>	Human Resources Management/Payroll conversion include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.

- General Ledger History Data Conversion**      General Ledger History conversion includes unlimited historical records
- General Ledger Data Conversion**              General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable History Data Conversion**      Accounts Payable History conversion includes unlimited historical records
- Accounts Payable Data Conversion**              Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

<b>Tyler Payments Fee Schedule</b>	
<b>Payer Electronic Payment Costs (Service Fee Model)</b>	
If passing transaction costs to the payer	
<b>Utility Access Payments Bundle</b>  <u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for utility transactions as part of the bundled model.  Applies to: <ul style="list-style-type: none"> <li>• Utilities (Bundle): Online and In Person</li> </ul>	3.70% \$2.50 minimum
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express  Applies to: <ul style="list-style-type: none"> <li>• Misc Receipts: In Person</li> <li>• EasyPay: Online</li> </ul>	3.75% \$2.50 minimum
<b>Client Electronic Payment Costs (Cost Plus Fee Model)</b>	
If absorbing the transaction costs	
<u>Client eCheck Cost</u> – per electronic check transaction  Applies to: <ul style="list-style-type: none"> <li>• Utilities: Online</li> </ul>	\$1.95 (client can set a convenience fee to cover the cost of echecks)
<b>Miscellaneous Costs</b>	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Payments EMV Card Reader Purchase: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee

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







## Exhibit B Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, 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 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 this Agreement.
  - 2.5 **Other Fixed Price Services:** Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - 2.6 **Web Services:** Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

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 fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

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

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

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

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B  
Schedule 1  
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. Service Availability

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

#### IV. Maintenance Notifications

We perform Standard 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, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

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

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

*Support Resources*

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

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

**Support Availability**

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

**Incident Handling**

*Incident Tracking*

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

*Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

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

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

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

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

*Incident Escalation*

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

*Remote Support Tool*

Some support calls may require further analysis of the Client’s database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler’s support team must have the ability to quickly connect to the Client’s system and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



## Exhibit D Third Party Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

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

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

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

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)



- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



**Exhibit E**  
**Statement of Work**

# City of Orland

## SOW from Tyler Technologies, Inc.

9/6/2023

Presented to:  
Rebecca Pendergrass  
815 Fourth Street  
Orland, CA 95963

Contact:  
Cody Gunstenson  
Email: [Cody.Gunstenson@TylerTech.com](mailto:Cody.Gunstenson@TylerTech.com)  
5519 53rd St., Lubbock, TX 79414



# Table of Contents

**PART 1: EXECUTIVE SUMMARY ..... 1**

**1. Project Overview ..... 1**

    1.1 Introduction ..... 1

    1.2 Project Goals ..... 1

    1.3 Methodology ..... 1

**PART 2: PROJECT FOUNDATION ..... 3**

**2. Project Governance ..... 3**

**3. Project Scope Control ..... 4**

    3.1 Managing Scope and Project Change ..... 4

    3.2 Change Control ..... 4

    3.3 Change Request Management ..... 4

**4. Acceptance Process ..... 6**

**5. Roles and Responsibilities ..... 6**

    5.1 Tyler Roles & Responsibilities ..... 6

        5.1.1 Tyler Executive Manager ..... 7

        5.1.2 Tyler Implementation Manager ..... 7

        5.1.3 Tyler Project Manager ..... 7

        5.1.4 Tyler Implementation Consultant ..... 8

        5.1.5 Tyler Sales ..... 8

        5.1.6 Tyler Technical Services ..... 8

    5.2 City Roles & Responsibilities ..... 9

        5.2.1 City Executive Sponsor ..... 9

        5.2.2 City Steering Committee ..... 9

        5.2.3 City Project Manager ..... 9

        5.2.4 City Functional Leads ..... 11

        5.2.5 City Power Users ..... 11

        5.2.6 City End Users ..... 12

        5.2.7 City Technical Lead ..... 12

        5.2.8 City Change Management Lead ..... 12

**PART 3: PROJECT PLAN ..... 13**

**6. Project Stages ..... 13**

    6.1 Initiate and Plan ..... 14

        6.1.1 Initial Coordination ..... 14

        6.1.2 Project/Phase Planning ..... 15

        6.1.3 Infrastructure Planning ..... 16

- 6.1.4 Stakeholder Meeting..... 17
- 6.1.5 Intentionally left blank..... 18
- 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance..... 18
- 6.2 Assess & Define..... 18
  - 6.2.1 Solution Orientation..... 18
  - 6.2.2 Current & Future State Analysis..... 19
  - 6.2.3 Data Assessment..... 20
  - 6.2.4 Conversion Assessment ..... 21
  - 6.2.5 Intentionally left blank..... 23
  - 6.2.6 Intentionally left blank..... 23
  - 6.2.7 Control Point 2: Assess & Define Stage Acceptance ..... 23
- 6.3 Prepare Solution ..... 23
  - 6.3.1 Initial System Deployment ..... 23
  - 6.3.2 Configuration ..... 24
  - 6.3.3 Process Refinement ..... 25
  - 6.3.4 Conversion Delivery ..... 27
  - 6.3.5 Intentionally left blank..... 28
  - 6.3.6 Intentionally left blank..... 28
  - 6.3.7 Control Point 3: Prepare Solution Stage Acceptance..... 28
- 6.4 Production Readiness ..... 29
  - 6.4.1 Solution Validation..... 29
  - 6.4.2 Go-Live Readiness ..... 30
  - 6.4.3 End User Training ..... 31
  - 6.4.4 Control Point 4: Production Readiness Stage Acceptance..... 32
- 6.5 Production..... 32
  - 6.5.1 Go-Live ..... 32
  - 6.5.2 Transition to Client Services..... 34
  - 6.5.3 Post Go-Live Activities..... 34
  - 6.5.4 Control Point 5: Production Stage Acceptance..... 35
- 6.6 Close..... 36
  - 6.6.1 Phase Closeout..... 36
  - 6.6.2 Project Closeout..... 37
  - 6.6.3 Control Point 6: Close Stage Acceptance ..... 38
- 7. General Assumptions.....38**
  - 7.1 Project..... 38
  - 7.2 Organizational Change Management ..... 39
  - 7.3 Resources and Scheduling ..... 39
  - 7.4 Data..... 39
  - 7.5 Facilities..... 40
- 8. Glossary .....41**
- PART 4: APPENDICES ..... 44**
- 9. Conversion .....44**

- 9.1 ERP Pro Utility Billing Conversion Summary ..... 44
  - 9.1.1 Utility Billing - Standard ..... 44
  - 9.1.2 Utility Billing – Legacy/Historical Views ..... 44
- 9.2 ERP Pro Financials Conversion Summary ..... 44
  - 9.2.1 General Ledger ..... 44
  - 9.2.2 Accounts Payable ..... 44
  - 9.2.3 Personnel Management..... 45
- 10. Additional Appendices .....46**
  - 10.1 Intentionally left blank. .... 46
- 11. Project Timeline.....47**
  - 11.1 ERP Pro Financial Management Timeline ..... 47
  - 11.2 ERP Pro Utility Billing, CRM, and Community Development Timeline ..... 48
  - 11.3 My Civic Timeline ..... 49
  - 11.4 Intentionally left blank. .... 49

# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

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

### 1.2 Project Goals

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

The overall goals of the project are to:

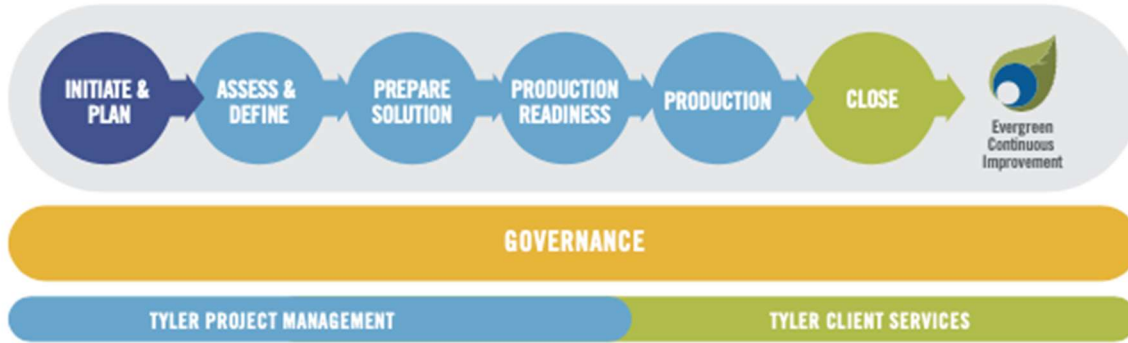
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

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

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

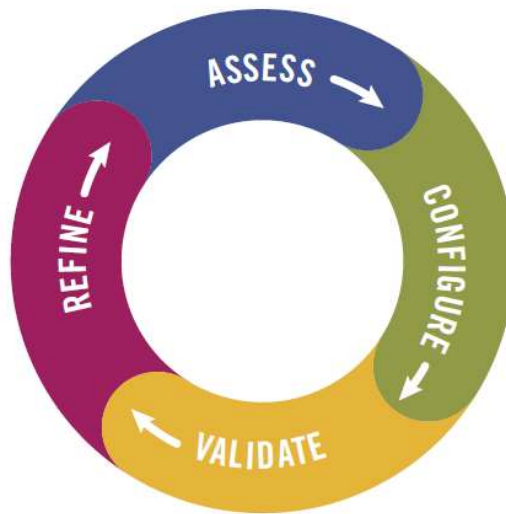
### Tyler's Six Stage Project Methodology



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

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

### Iterative Project Model



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

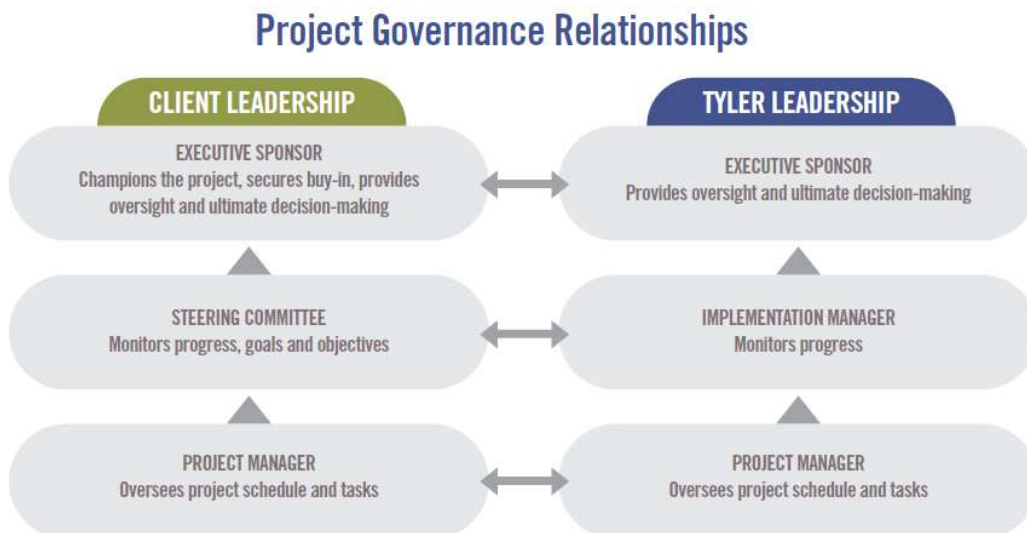
# Part 2: Project Foundation

## 2. Project Governance

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

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

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City 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.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

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



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

### 3.2 Change Control

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

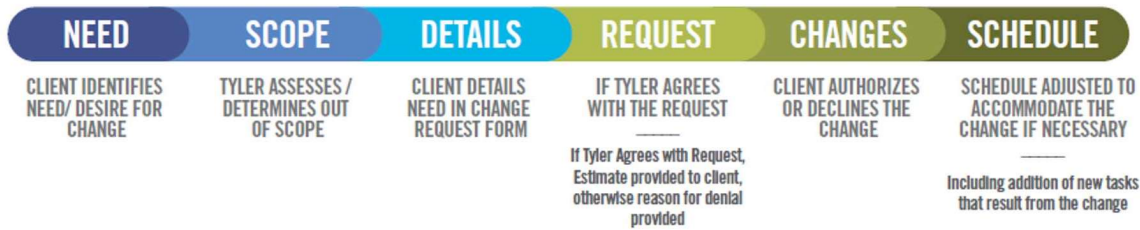
### 3.3 Change Request Management

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

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

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

### Change Request Process





## 4. Acceptance Process

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

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

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

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

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

## 5. Roles and Responsibilities

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

### 5.1 Tyler Roles & Responsibilities

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

### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

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

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

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

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

### 5.1.3.3 Implementation Management

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

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

### 5.1.5 Tyler Sales

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

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

## 5.2 City Roles & Responsibilities

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

### 5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, 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.

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

### 5.2.2 City Steering Committee

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

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

### 5.2.3 City Project Manager

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. The City Project Manager should communicate 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 necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

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

#### 5.2.3.2 Planning

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

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of City resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 City Power Users

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

- Participate in conversion review and validation.

### 5.2.6 City End Users

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

### 5.2.7 City Technical Lead

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

#### 5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage 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 acceptance to upgrade production environment.

### 5.2.8 City Change Management Lead

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

# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

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



## 6.1 Initiate and Plan

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

### 6.1.1 Initial Coordination

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

**Objectives:**

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

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

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

**Work package assumptions:**

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

**6.1.2 Project/Phase Planning**

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

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

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

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

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

**Work package assumptions:**

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

**6.1.3 Infrastructure Planning**

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

**Objectives:**

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

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

Schedule SaaS Environment Availability	A	R					C			I							
Schedule Installation of All Licensed Software	A	R					C			I							I
Infrastructure Audit	A	R					C			I							C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

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

**Objectives:**

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

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW

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

**Work package assumptions:**

- None

**6.1.5 Intentionally left blank.**

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

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

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

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

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

**6.2 Assess & Define**

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

**6.2.1 Solution Orientation**

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

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

Objectives:

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

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

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

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

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

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

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

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

STAGE 2	Current & Future State Analysis	
	Tyler	City

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

Inputs	City current state documentation
	Solution Orientation completion

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

**Work package assumptions:**

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

**6.2.3 Data Assessment**

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City’s current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

**Objectives:**

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

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

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

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

**Work package assumptions:**

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

**6.2.4 Conversion Assessment**

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler



system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

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

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

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

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

**Work package assumptions:**

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

### 6.2.5 Intentionally left blank.

### 6.2.6 Intentionally left blank.

### 6.2.7 Control Point 2: Assess & Define Stage Acceptance

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

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

#### Assess & Define Stage Deliverables:

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

## 6.3 Prepare Solution

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

### 6.3.1 Initial System Deployment

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

#### Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City

<p>RACI MATRIX KEY:                  R = Responsible                  A = Accountable                  C = Consulted                  I = Informed</p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on City Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System meets prescribed checklist
Infrastructure Design Document (C&J – If Applicable)	

**Work package assumptions:**

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

**6.3.2 Configuration**

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

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. The City collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

**Work package assumptions:**

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

**6.3.3 Process Refinement**

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

**Objectives:**

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

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

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

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

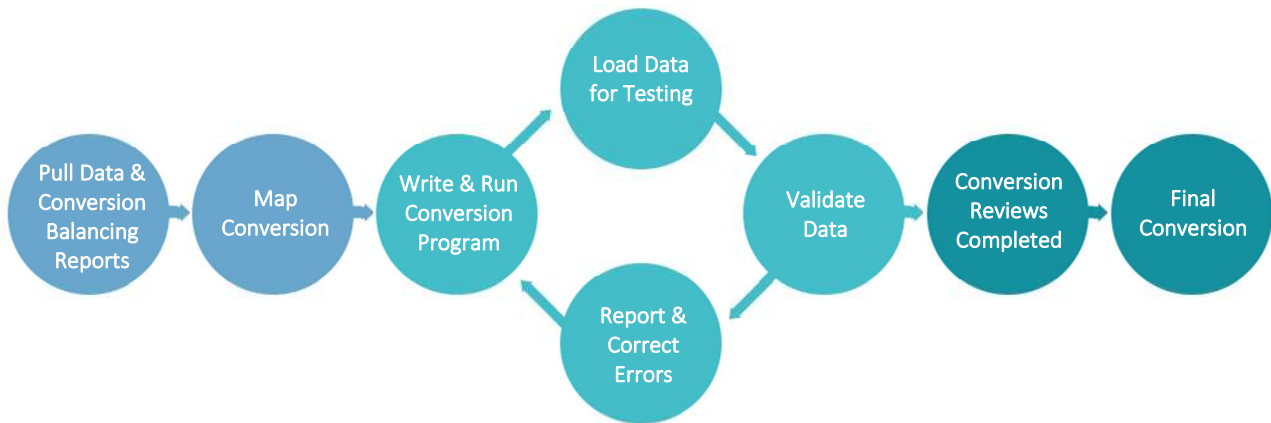
**Work package assumptions:**

- None

**6.3.4 Conversion Delivery**

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

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



**Objectives:**

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			

Populate data crosswalks/code mapping tool			I	C	C						A	R		C				
Iterations: Conversion Development			A	C	R						I							I
Iterations: Deliver converted data			A		R						I							I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C				C

Inputs	
	Data Conversion Plan
	Configuration

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

**Work package assumptions:**

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

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

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

**Prepare Solution Stage Deliverables:**

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

**Prepare Solution Stage Acceptance Criteria:**

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

## 6.4 Production Readiness

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

### 6.4.1 Solution Validation

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

**Objectives:**

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

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

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

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Solution Validation Report	City updates report with testing results



**Work package assumptions:**

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

**6.4.2 Go-Live Readiness**

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

**Objectives:**

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

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

Inputs	Future state decisions
	Go-live checklist

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

	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City
--	---------------------------	---

**Work package assumptions:**

- None

### 6.4.3 End User Training

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

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

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

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

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

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

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

**Work package assumptions:**

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

**6.4.4 Control Point 4: Production Readiness Stage Acceptance**

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

**Production Readiness stage deliverables:**

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

**Production Readiness stage acceptance criteria:**

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

**6.5 Production**

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

**6.5.1 Go-Live**

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

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

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

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

**Objectives:**

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

STAGE 5	Go-Live																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

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

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data is available in production environment	City confirms data is available in production environment

**Work package assumptions:**

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

### 6.5.2 Transition to Client Services

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

**Objectives:**

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

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

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

**Objectives:**

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

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

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

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

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

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

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

Production Stage Acceptance Criteria:

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

## 6.6 Close

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

### 6.6.1 Phase Closeout

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

#### Objectives:

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

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

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

Inputs	
	Contract
	Statement of Work
	Project artifacts

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

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

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

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

**Objectives:**

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

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

Inputs	Contract
	Statement of Work

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



	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

#### Work package assumptions:

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

### 6.6.3 Control Point 6: Close Stage Acceptance

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

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

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

## 7. General Assumptions

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

### 7.1 Project

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

- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

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

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.

- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

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

## 8. Glossary

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

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

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

# Part 4: Appendices

## 9. Conversion

### 9.1 ERP Pro Utility Billing Conversion Summary

#### 9.1.1 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

#### 9.1.2 Utility Billing – Legacy/Historical Views

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

### 9.2 ERP Pro Financials Conversion Summary

#### 9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

#### 9.2.2 Accounts Payable

Standard Conversion Includes:

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

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

### 9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

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

**NOTE:** Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

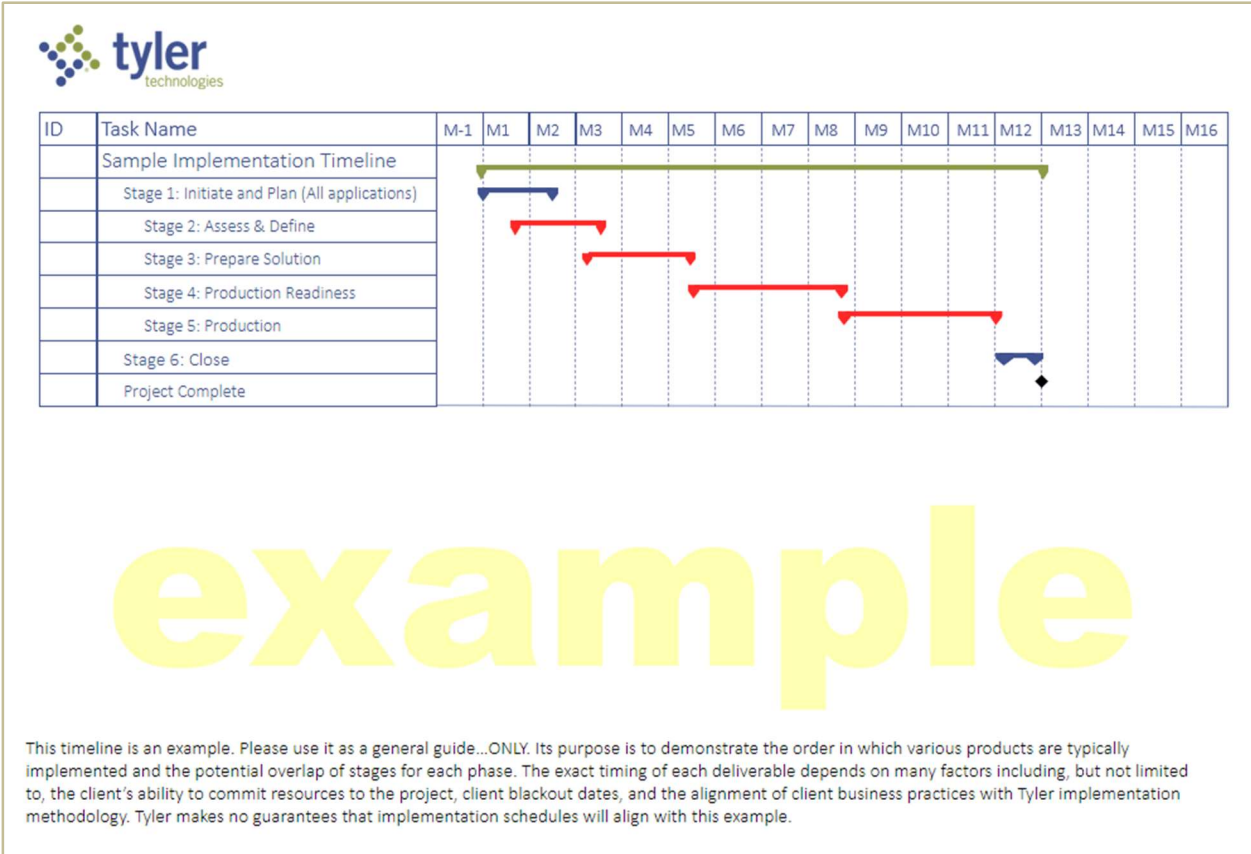


## 10. Additional Appendices

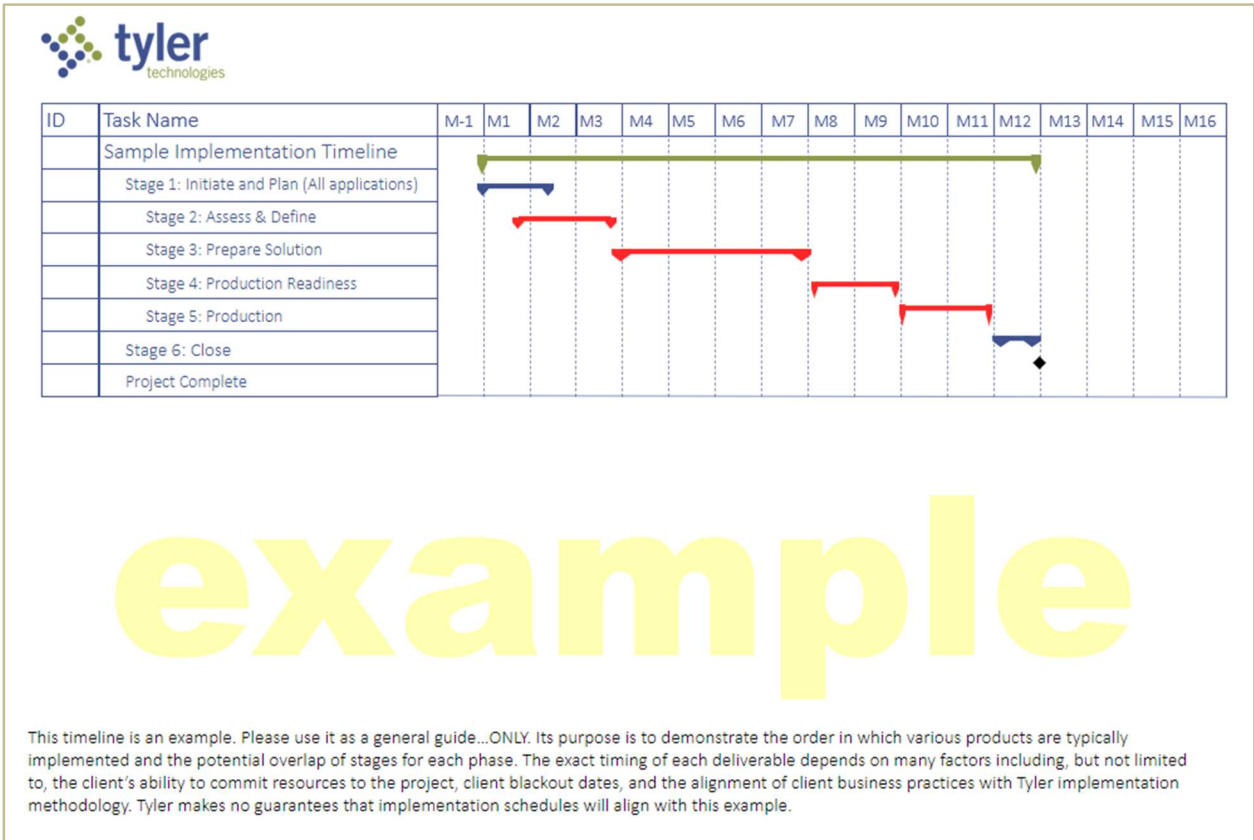
10.1 Intentionally left blank.

# 11. Project Timeline

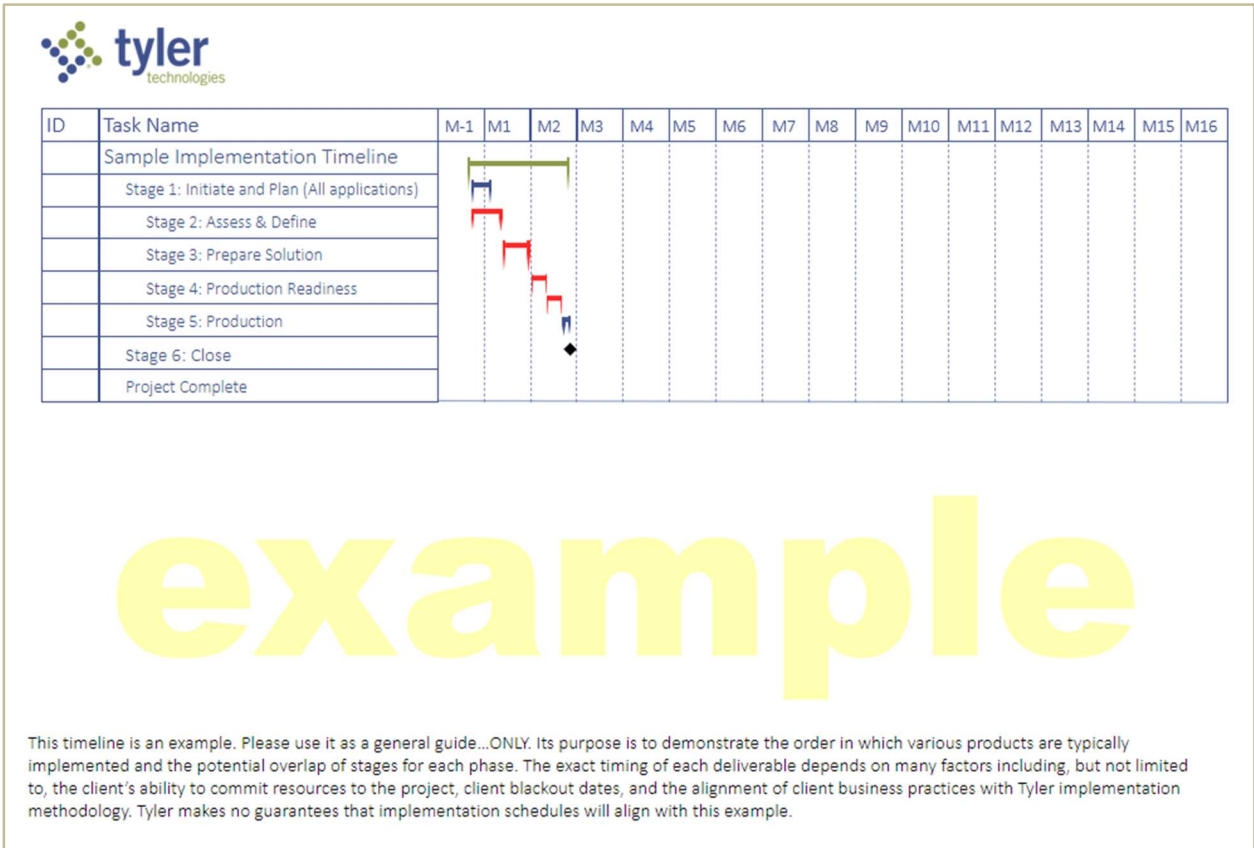
## 11.1 ERP Pro Financial Management Timeline



## 11.2 ERP Pro Utility Billing, CRM, and Community Development Timeline



### 11.3 My Civic Timeline



### 11.4 Intentionally left blank.

Priorities	More Important	Less Important
<b>More Urgent</b>	Emergency Groundwater Resource Project (DWR – well, tank, mains, laterals, connections) <span style="float: right; color: green;">in progress</span>	Construct Rec Trail phase II (State Parks grant) <span style="float: right; color: green;">Seeking permit</span>
	Engineering design to 90% for new well on 6 <sup>th</sup> St (State SRF + IRWM + local) <span style="float: right; color: green;">50%</span>	Construct / install freeway bee art (Caltrans project) <span style="float: right; color: green;">Pedestal 90% Bee art 80%</span>
	Traffic safety improvement Newville Rd @ 9 <sup>th</sup> St. – study & design <span style="float: right; color: green;">Study in progress, design not started</span>	Rec Center roof repair <span style="float: right; color: red;">in project pipeline</span>
	OPD/City Hall Roof & Floor repairs (ARPA) <span style="float: right; color: green;">50%</span>	Install EV charging stations in town (ARPA or grant) <span style="float: right; color: green;">10%</span>
	Library roof and HVAC repairs (ARPA) <span style="float: right; color: green;">100%</span>	
<b>Less Urgent</b>	Reconstruction of M½ (FY24 STIP) <span style="float: right; color: green;">Design 90%, CEQA 50%</span>	Upgrade Lely field lighting (ARPA) <span style="float: right; color: green;">Materials on order</span>
	Detail canal undergrounding agreement <span style="float: right; color: green;">Not started</span>	Basketball courts lighting <span style="float: right; color: green;">Materials here, after ballfield project</span>
	Start streetscapes visible improvements (ARPA) <span style="float: right; color: green;">10%</span>	OPD fencing and gating <span style="float: right; color: red;">Behind other projects in priority</span>
	Replace financial management software (ARPA) <span style="float: right; color: green;">10%</span>	Work with Transportation Com to fund overlay of Shasta Street FY25 STIP <span style="float: right; color: red;">On the STIP list, but earnest pursuit not yet started</span>

DWR = Department of Water Resources  
 SRF = State Drinking Water Revolving Fund  
 IRWM = Northern Sacramento Valley Integrated Water Resource Management  
 ARPA = American Rescue Plan Act  
 STIP = State Transportation Improvement Program



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: October 3, 2023**

---

**TO:** Honorable Mayor and Council

**FROM:** Ed Vonasek, Director of Public Works

**SUBJECT:** Interstate Beautification Project Maintenance Resolution

---

**BACKGROUND:**

At the July 18, 2023 City Council meeting the maintenance agreement between the City of Orland and Caltrans was approved. The cooperative agreement includes the maintenance of the art sculptures located on the northbound and southbound Interstate 5 off-ramps, interchange of State Route 32.

**ANALYSIS:**

While the maintenance agreement was already approved Caltrans has requested that it be done so via resolution.

**RECOMMENDATION:**

Approve resolution 2023-08.

**FISCAL IMPACT OF RECOMMENDATION:**

None

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORLAND  
APPROVING THE MAINTENANCE AGREEMENT WITH CALTRANS FOR  
THE INTERSTATE 5 BEAUTIFICATION PROJECT

THIS AGREEMENT is made effective this 18 day of July, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Orland; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed improvements within STATE's right of way as identified by Cooperative Agreement number 03-0774, executed by the parties on April 29, 2022;
2. WHEREAS, the PARTIES desire to work together to allocate their respective obligations relative to Transportation Art (which includes graphics upon a required engineered transportation feature that expresses unique attributes of a community's history, resources, or character) within STATE's right of way;
3. WHEREAS, this Agreement addresses CITY's responsibility for maintaining the Transportation Art installed or painted within the State Highway right of way as depicted in detail in Exhibit A, attached to and made a part of this Agreement, hereinafter "ART." The ART which the CITY shall be obligated to maintain is located on State Route 5 at the Route 32/5 Separation as shown in Exhibit A; and
4. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility as defined in Section 27 of the California Streets and Highway Code that include, but are not limited to, providing emergency repair and maintenance (collectively hereinafter "MAINTAIN/MAINTENANCE") of ART at the location as shown on Exhibit A.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:

- 1.1. When a change to this agreement is necessary, the PARTIES will execute a formal amendment in writing by and through their authorized representatives.
  - 1.2. Exhibit A portrays images that delineate the locations within STATE's right of way where ART will be located, what that ART comprises, and for which the CITY is responsible to MAINTAIN under this AGREEMENT.
2. CITY's obligations hereunder, at CITY's expense, include the following:
- 2.1. CITY shall MAINTAIN the ART conforming to the details set forth in Exhibit A.
  - 2.2. CITY shall ensure ART is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance. CITY shall coordinate said MAINTENANCE with STATE prior to the start of any work.
  - 2.3. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this agreement prior to the start of any work within STATE's right of way.
  - 2.4. CITY and CITY contractors will be required to obtain an encroachment permit from STATE prior to the start of any work within the STATE's right of way.
  - 2.5. CITY shall restore or repair damaged ART when observed or within thirty (30) calendar days of being notified in writing by STATE.
  - 2.6. CITY shall remove ART and restore STATE-owned areas to a safe and attractive condition acceptable to the STATE, in the event this agreement is terminated as set forth herein.
  - 2.7. CITY shall expeditiously MAINTAIN, repair, or restore ART if it has become unsightly.
  - 2.8. CITY shall MAINTAIN all ART within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY's expense. MAINTENANCE/MAINTAIN includes but is not limited to: (1) restoration of damaged ART; (2) removal of dirt, debris, graffiti, grown vegetation and weeds surrounding ART and the immediate area CITY uses to access and maintain ART; and (3) removal of any deleterious item or material on ART in



an expeditious manner. Graffiti removal must conform to applicable STATE policies and guidelines that require prompt removal of offensive messages and timely removal of all other graffiti. MAINTENANCE practices must protect air and water quality as required by law.

- 2.9. CITY, at CITY's sole cost and expense, shall remove all graffiti from the Artwork. CITY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. CITY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06. CITY shall discuss such possible graffiti removal with STATE's District 3 Transportation Art Coordinator before conducting any graffiti removal or remediation.
- 2.10. CITY shall engage in weed abatement operations. CITY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office at 703 B Street, Marysville, CA 95901.
- 2.11. All work will be performed from the adjacent on and off ramps, as approved by STATE in the form of a separate Encroachment Permit. CITY shall be responsible for necessary traffic operations, traffic control and traffic/lane closures required for MAINTENANCE operations in the area.
- 2.12. Other than STATE-approved ART, no alteration of the existing freeway structure or any other highway facility, including signage, will be permitted, unless pre-approved in writing by STATE. No landscaping shall be removed to accommodate ART unless approved by STATE.
- 2.13. All work by or on behalf of CITY will be done at no cost to STATE.
- 2.14. CITY shall remove ART whenever, in the opinion of the STATE, it creates a maintenance or operational concern. In the event CITY fails to remove ART in a timely manner upon such notice, STATE may remove ART thirty (30) calendar days following written notification to CITY, and STATE will bill CITY for all costs of its removal and for the restoration of STATE-owned areas to their original condition. CITY agrees to bear STATE's cost associated with said ART removal.

- 2.15. CITY may remove part or all of ART thirty (30) days following notification and subsequent approval of STATE. CITY shall remove ART and restore STATE-owned areas to a safe and attractive condition acceptable to STATE.
  - 2.16. CITY warrants that it will obtain from ART's artist(s), hereinafter "ARTIST," or any party CITY contracts with for the ART, an assignment of all copyright interests in the ART to the STATE, or such equivalent as determined by STATE in its sole discretion, in accordance with STATE's Project Development Procedures Manual ("PDPM"), Chapter 29, Section 9, Transportation Art.
  - 2.17. CITY warrants that it shall obtain and maintain all rights and obligations from ARTIST(s) or any party it contracts with for ART necessary to fulfill CITY's obligations under this Agreement. These rights and obligations include, but are not limited to, the ability to repair or restore ART, remove ART, and clean ART.
  - 2.18. Upon completed installation of the ART within STATE right of way, the tangible ART shall become property of the STATE.
3. STATE shall have the following obligations and rights under this Agreement:
- 3.1. Provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from MAINTENANCE responsibilities assumed under this Agreement.
  - 3.2. Provide CITY, upon receiving CITY's request, the necessary Encroachment Permits from STATE's District 3 Encroachment Permit Office prior to CITY's entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
  - 3.3. Provide CITY's contractor and/or ARTIST(s), upon separate written requests, an Encroachment Permit from STATE prior to the start of any work within STATE's right of way. A permit fee will be required for CITY's contractor and for ART artist(s).
  - 3.4. STATE reserves the right to remove ART or alter parts thereof due to emergency, construction, rehabilitation, or other necessary activities affecting these transportation facilities without any obligation, compensation to, or approval of CITY.

- 3.5. STATE reserves the right to remove ART or alter parts thereof that present an immediate safety hazard to the public, as determined by STATE, without delay or advance notification to CITY.
- 3.6. STATE will not be responsible for the cost of any MAINTENANCE, repair, or restoration of ART which is damaged by the STATE's actions or omissions done in the course of STATE' s duties related to highway operations and activities. STATE will not be responsible for any damage to the ART caused by any third-party, including but not limited to, vandalism or accidents on STATE's right of way.
- 3.7. STATE will notify CITY thirty (30) days in advance of any planned work that may impact the ART. If any such work required is due to a public safety hazard, this notification period does not apply, and STATE will notify CITY as soon as practicable of the planned or performed work.

#### 4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN ART to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove ART at CITY's sole expense and restore STATE' s right of way to its prior condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) calendar days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing ART, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) calendar days within which to affect that cure.
- 4.3. Neither STATE not any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and

all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed on the ART is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Prevailing Wage Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE

6.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

- 6.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. WHEREAS, on October 3, 2023, the Council of the City of Orland through Resolution No. 2023-08 approved a recommendation to accept MAINTENANCE responsibilities for the ART.
8. TERMINATION - This Agreement may be terminated by mutual written consent of PARTIES, and by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
9. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.
10. COUNTERPARTS - This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
11. ELECTRONIC SIGNATURES - Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

PARTIES are empowered by Streets and Highways Code section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ORLAND

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Mayor/Chairman

Initiated and Approved

By: \_\_\_\_\_  
CITY Manager

By: \_\_\_\_\_  
Deputy District Director  
Maintenance District 3

ATTEST:

By: \_\_\_\_\_  
CITY Attorney

By: \_\_\_\_\_  
CITY Clerk

**EXHIBIT B – STATEMENT OF SELF INSURANCE FOR CITY OF ORLAND**

California Department of Transportation

\_\_\_/\_\_\_/20\_\_

703 B Street  
Marysville, CA 95901

ATTN: Jose Luis Valdez, District 3 Maintenance Project Delivery Liaison

CITY OF ORLAND  
Department of Finance

RE: Statement of Self Insurance for City of Orland ("CITY") Related to Maintenance Agreement for Art with the State of California, acting by and through the Department of Transportation, ("STATE") for improvements along STATE Route 5 in the County of Glenn between Post Mile 25.25 and PM 25.79, MA-County of Glenn-03-GLE-005-PM 25.25-PM 25.79 ("Maintenance Agreement").

Dear Mr. Valdez,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

FINANCE MANAGER



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: October 3, 2023**

---

**TO:** Honorable Mayor and Council

**FROM:** Pete Carr, City Manager

**SUBJECT:** **Proposal for Streetscape Phase 1 (Discussion/Action)**

---

Staff will present a proposal to move forward with implementation of the Streetscape Master Plan.

**BACKGROUND:**

The City in 2017/2018 developed and adopted the Walker Street -- Streetscape Master Plan, envisioning improvements to Walker Street between Second and Sixth Streets in pedestrian facilities, drainage, and aesthetics. Funding for implementation of this multi-million-dollar project is only just beginning to materialize in a Caltrans-driven SR32 improvement project slated for construction 2025-27. The pending federal MPDG funding would enhance and expand the project. "Start streetscapes" is a specified City project objective for this fiscal year.

City Council in its American Rescue Plan Act (ARPA) budget set aside \$200,000 for streetscapes with the understanding that the City could add pedestrian-friendly improvements on 4<sup>th</sup> and 5<sup>th</sup> Streets now (Phase 1) with the master plan improvements to be constructed later (Phase 2) as part of the Caltrans project. The phases would have consistent streetlamps and street furnishings. Phase 2 would also include landscaping (trees/planters) on Walker Street, whereas 4<sup>th</sup> and 5<sup>th</sup> already have these features.

Having met with interested business owners several times over the past year, Staff has been exploring options consistent with the master plan and the current budget. These concepts were presented and refined at the September 12<sup>th</sup> Orland Economic Development Commission (EDC) meeting. There remain many potential options available for decorative street features.

**ANALYSIS:**

Council on September 19 discussed the initial proposal concepts, heard input from the public, and provided direction to City Staff to bring this back for action in two weeks. Council also suggested some optional resources for procurement of the features.

Attachments (2):

1. Proposal for Streetscapes Phase 1 with narrative, samples, and budget estimate
2. Diagram illustrating proposed approximate placement of new streetlamps.



**RECOMMENDATION:** Approve proposal for Streetscapes Phase 1.

**FISCAL IMPACT OF RECOMMENDATION:** Up to \$200,000 in previously budgeted ARPA funds, no General Funds impacted for the construction project.



**STREETSCAPE PHASE 1 CONCEPT PROPOSAL Oct 3, 2023**

Objective is to start implementing Walker Street Streetscape Master Plan now, add to it later as part of the Caltrans Walker St project. Enhancements are intended to beautify the downtown and improve the pedestrian experience.

Focus: 4<sup>th</sup> and 5<sup>th</sup> Streets between Walker and Colusa Streets.

If funding is short, focus first on 4<sup>th</sup> Street.

If funding allows, include 5<sup>th</sup> Street north of Walker.

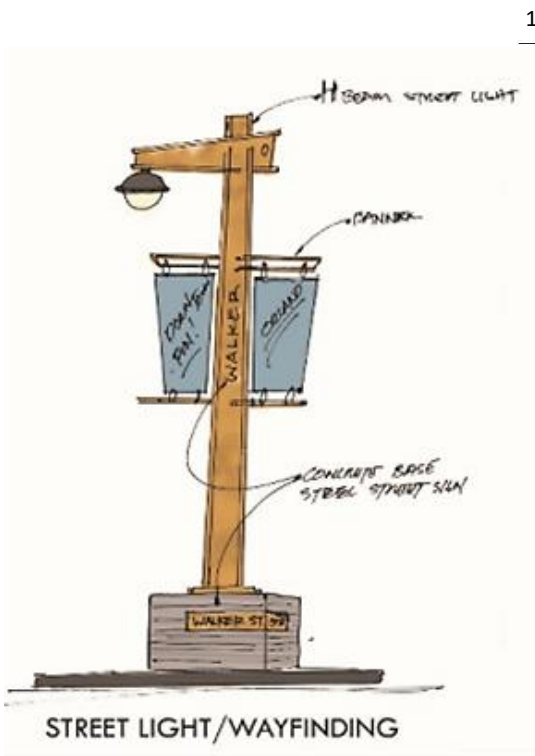
Funding: \$200k in ARPA now. Future additional funding is uncertain – probably General Fund.

Existing situation:

- 3 PG&E-owned streetlights on each block, 2 on the east side and 1 on the west side.
  - Streetlights are faded gray, functional style, tall, connected by overhead wires.
  - City pays the monthly electric bill.
- 8 trees on each side on 4<sup>th</sup> St; there are 8 on west side of 5<sup>th</sup>, but only 5 on the east side.
  - Farwood removed trees and added flower pots.

Proposed improvement:

- 3-4 decorative lampposts should be installed on each side of each street.
  - See diagram for existing and approximate proposed locations.
  - Note they would be in-line, approximately evenly spaced.
  - PG&E functional streetlights would remain.
- Note that some storefront canopies overhang the sidewalk almost to the curb. All lampposts need to be at the outside edge of the sidewalk (where the curb meets the sidewalk).
- Power would be supplied overhead from the PG&E lines. (Walker St power is underground.)
- Decorative “patio lights” would connect lampposts across the street.
- Lampposts would be neo-industrial style envisioned by Walker St Streetscapes Master Plan plan, but black with sheen, 14-16’ tall, “Orland” at the base of the pole, mounted on a concrete pedestal. A suggested customized steel skep (traditional beehive) could function as the downward hanging lamp. Artistic bees could be added now or later. Poles could be 100% local fabrication, or purchased from a lighting vendor then retrofitted locally.



Skep lamp concept

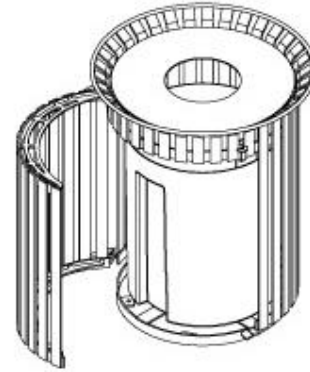
- Benches would be steel, black, complementing the lampposts, with honeycomb added on the back or replacing the back slats.
  - 2-3 per side of the street, 12 total.
  - Honeycomb openings need to be comfortable and safe.
- Trash receptacles would be black with honeycomb matching or complementing the benches.
  - 2-3 per side of the street, 12 total.
- Planters are not included as there are already 29 flowering sidewalk trees and an additional set down the middle of 4<sup>th</sup> St. Some businesses have installed planters with flowers which they maintain. This does not preclude planters from being part of Caltrans project for Walker Street.



Benches can also include a center armrest.

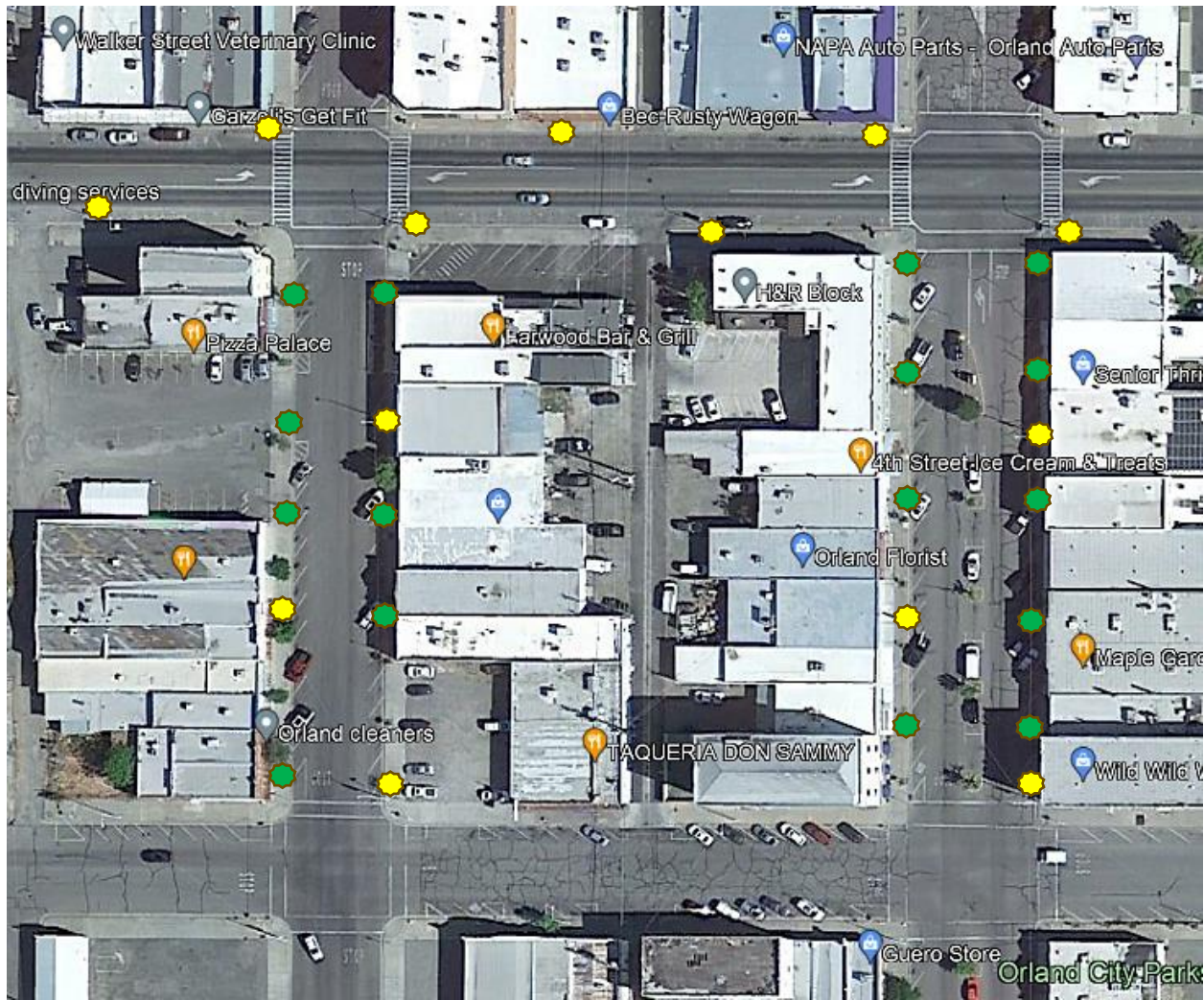
Sample stainless steel hex panel with customizable opening size, panel size, black color and gloss finish.






**BUDGET ESTIMATE:**

Allocated:		\$200,000
Lampposts	16 X \$6400	\$102,000
Custom honeycomb	12 X \$1000	\$ 12,000
Concrete pedestals	16 X \$ 500	\$ 8,000
Benches	12 X \$1500	\$ 18,000
Trash Receptacles	12 X \$750	<u>\$ 9,000</u>
<b>Subtotal Materials:</b>		<b>\$149,000</b>
Balance for install, power supply, contingency:		\$ 51,000
Balance remaining, if any, to extend to 5 <sup>th</sup> St north.		



 = existing PG&E streetlights

 = proposed City lampposts



Concept for in-line lampposts, spaced apart uniformly if possible, approximately 75' between lampposts, with across-street patio lights, 5 sets per street, each set perpendicular to the street.



**CITY OF ORLAND STAFF REPORT**  
**MEETING DATE: October 3, 2023**

---

**TO:** Honorable Mayor and City Council Members

**FROM:** Pete Carr, City Manager

**SUBJECT:** **Consider Local Transactions Tax for Specific Local Purposes**  
(Discussion/Direction)

---

**BACKGROUND:**

Orland City Council in 2016 placed a ballot choice before voters to establish a local add-on sales (“transactions & use”) tax before voters as a general tax to be utilized for public safety, with the City assuring the public that at least the first \$300,000 would be dedicated specifically to capital equipment for the fire department. Voters endorsed Measure A with better than 72% approval. This tax is levied on transactions for sales taxable goods (i.e., including fuel and merchandise but not including service, most food or medicine). The tax revenue is collected locally from area residents and visitors, and 100% utilized locally. For accountability and transparency, Measure A is shown separately in the annual budget, and a report is published annually showing revenue and expenditures.

Per SB566 signed into law in 2003, a local transactions & use tax may be imposed at a rate of 0.125% or multiples thereof; must be approved by 2/3 of the City Council and either a majority or 2/3 of voters depending on whether it is a “general purpose tax” or a “specific purpose tax;” is limited to maximum total of 2% locally. Most cities and many counties in California have voter-approved transactions & use taxes resulting in point-of-sale tax rates above the State 7.25%. Red Bluff, Weed and Mt. Shasta are at 7.5%. Orland, Corning, Anderson, Yreka and Paradise are currently at 7.75%. Woodland is 8%. Chico, Oroville, Williams, Davis and West Sacramento are at 8.25%. Colusa, Clearlake, Lakeport, Elk Grove and Rancho Cordova are at 8.75%. Galt is 9.25%.

Most local general tax measures pass, while special tax measures are not as successful. A full one cent (1.0¢ = 1.0%) add-on above the State 7.25%, or more, is now common. If the City Council is interested in asking voters in 2024 to establish one or more additional local transaction and use taxes, the Council should take action in spring 2024 to get the measure[s] on the November 2024 ballot.

Sales and Use Tax Rates by County and City: [California Sales and Use Tax Rates by County and City](#)

Summary of local tax measure results from the November 2022 election:

[Microsoft Word - Votes2211final221230.docx \(californiacityfinance.com\)](#)

Summary results from the most recent presidential-year election (2020):

[Microsoft Word - Votes2011final201103.docx \(californiacityfinance.com\)](#)

**ANALYSIS:**

The City Council has in the past year mentioned on several occasions the need to provide funding for specific City services. In order to create a dedicated source of funding to sustainably fund local emergency medical service transport (ambulance) services, street maintenance per the City's street repair plan, library and recreation services, Staff recommends consideration of a new ½¢ local add-on transactions & use tax. The tax structure could be scheduled and focused as follows:

- R Tax:            ¼¢    Road maintenance
- RRR Tax:        ¼¢    Rescue (EMS transport/ambulance)
- Reading (library facilities and programs)
- Recreation (parks and rec facilities and programs)

Total potential add-on: ½¢ resulting in total 1% local add-on tax, effective local sales tax rate of 8.25%.

If these local add-on taxes had been in place in fiscal year 2022-2023 (FY23):

The additional revenue to City of Orland -- under local control for local benefit -- would have been:

Road maintenance: \$700,000

Shared between medical transport, library and recreation: \$700,000

A \$10.00 cup of coffee would have cost \$10.83 instead of \$10.78.

A \$50,000 vehicle purchase would have cost \$54,125 instead of \$53,875.

**RECOMMENDATION:** Consider Council interest in establishing additional local tax[es], direct Staff.

**FISCAL IMPACT OF RECOMMENDATION:** None at this time.



**AN ORDINANCE OF THE CITY OF ORLAND  
AMENDING SECTIONS 12.22.090 AND 12.24.050,  
RENUMBERING SECTIONS 12.22.090 AND 12.24.050, AND  
ADDING SECTION 12.24.060 TO THE ORLAND MUNICIPAL CODE**

The City Council of the City of Orland does ordain as follows:

**FINDINGS.**

1. The City Council finds that, as a matter of public health and safety, the consumption and/or possession of alcohol in Library Park is an activity incompatible with the public’s use of Library Park, and therefore deems that such activity is prohibited within Library Park, except as waived in advance in writing pursuant to a City-Approved permit.

2. The City Council finds that, as a matter of public health and safety, the consumption and/or possession of alcohol in Lollipop Land Park is an activity incompatible with the public’s use of Lollipop Land Park, and therefore deems that such activity is prohibited within Lollipop Land Park.

3. This City Council finds that persons violating the above shall be subject to ejection, infraction, and/or misdemeanor.

**NOW THEREFORE**, incorporating the Findings set forth above, the City Council of the City of Orland hereby Ordains:

**SECTION 1.**

1. Section 12.22.090 is amended to read as follows:

12.22.090 – Possession and/or Consumption of Alcohol Prohibited.

The possession and/or consumption of alcohol in Lollipop Land Park is prohibited.

2. Former Section 12.22.090 is renumbered as 12.22.100.

3. Section 12.24.050 is amended to read as follows:

12.24.050 – Possession and/or Consumption of Alcohol Prohibited; Exception.

The possession and/or consumption of alcohol in Library Park is prohibited, except as approved in advance in writing pursuant to a City-approved permit.

4. Former Section 12.24.050 is renumbered as 12.24.070.

5. Section 12.24.060 is added as follows:

12.24.060 – Ejection of persons.

Any person violating any of the provisions of this chapter may be removed from Library Park upon order of the Orland city park superintendent, any Orland city police officer, and/or any authorized employee, or officer of the city. When ordered to leave, such person may not re-enter Library Park for a period of at least twenty-four (24) hours.

**SECTION 2. CEQA**

The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 150610(b)(3) (because the activity has no potential for causing a significant effect on the environment.) Each exemption stands as a separate and independent basis for determining that this ordinance is not subject to CEQA.

I HEREBY CERTIFY that the above and foregoing Ordinance was duly and regularly introduced and read (title only) at a regular meeting held on the 3rd day of October, 2023, and was passed and adopted by the City Council of the City of Orland at a regular meeting thereof duly held on the 17th day of October, 2023, by the following vote, to wit: