City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, May 7, 2019
City Hall
749 Main Street
7:00 PM

Note: The time frames assigned to agenda items are estimates for guidance only. Agenda items may be heard earlier or later than the listed time slot.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

5. CONSENT AGENDA

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

A. Approval of Bills
B. Approval of Minutes: April 9, 2019; April 16, 2019
C. Approval of Older American's Month Proclamation
D. Approval of National Gun Violence Awareness Day Proclamation
E. Approval of Police & Courts Records Management System Software Procurement
F. Approval of Purchase of 2018 Dodge Ram 4x4 Crew Cab

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

7. CITY MANAGER'S REPORT

Citizen Information

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

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

City of Louisville
City Council 749 Main Street Louisville CO 80027
303.335.4536 (phone) 303.335.4550 (fax) www.LouisvilleCO.gov

8. REGULAR BUSINESS

7:15 – 7:30 PM

A. ORDINANCE NO. 1771, SERIES 2019 – AN ORDINANCE AMENDING THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO PLANNED COMMUNITY ZONE DISTRICT – INDUSTRIAL AND TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 4/21/19)

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

7:30 – 8:00 PM

B. ORDINANCE NO. 1772, SERIES 2019 – AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING REGULATION OF OPEN SPACE AND PARKS – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 4/21/19)

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

8:00 – 8:30 PM

C. STATE HIGHWAY 42 UNDERPASS

i. AWARD BID FOR THE STATE HIGHWAY 42 UNDERPASS PROJECT

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

ii. APPROVE CONTRACT AMENDMENT BETWEEN THE CITY OF LOUISVILLE AND OTAK (FORMERLY LORIS AND ASSOCIATES) FOR THE STATE HIGHWAY 42 UNDERPASS PROJECT

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

iii. RESOLUTION NO. 14, SERIES 2019 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR HIGHWAY 42 MULTIMODAL INFRASTRUCTURE IMPROVEMENTS

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

iv. RESOLUTION NO. 15, SERIES 2019 – A RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOULDER COUNTY HOUSING AUTHORITY FOR STAGING OF THE STATE HIGHWAY 42 UNDERPASS PROJECT

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

v. ORDINANCE NO. 1773, SERIES 2019 – AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS OUTLOT A, DAVIDSON HIGHLINE SUBDIVISION REPLAT 2 – 1st READING – SET PUBLIC HEARING 5/21/19

- City Attorney Introduction
- Action

v. RESOLUTION NO. 16, SERIES 2019 – A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS OUTLOT A, DAVIDSON HIGHLINE SUBDIVISION REPLAT 2

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

8:30 – 8:45 PM **D. DISCUSSION/DIRECTION/ACTION – CONSTRUCTION CONTRACT WITH HAYWARD BAKER INTERNATIONAL FOR COYOTE RUN SLOPE MITIGATION AND CONSTRUCTION MANAGEMENT FUNDS WITH TERRACON FOR CONSTRUCTION OBSERVATION AND POST CONSTRUCTION MONITORING**

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

8:45 PM **E. EXECUTIVE SESSION**

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

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

REGULAR BUSINESS ITEMS SUSPENDED

- **Requests for Executive Session**
- **City Clerk Statement**
- **City Attorney Statement of Authority**
- **City Council Action on Motions for Executive Session**
- **Council Convenes Executive Session**
- **Council Reconvenes in Open Meeting**

REGULAR BUSINESS ITEMS CONTINUED

F. REPORT – DISCUSSION/DIRECTION/ACTION – REAL PROPERTY ACQUISITION AND DISPOSITIONS

9. CITY ATTORNEY'S REPORT

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

11. ADJOURN

CASH ACCOUNT: 001000 101001 WARRANT: 041119 04/11/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1115	COLONIAL LIFE INSURANCE	#9711888 APR 19 EMPLOYEE	173.68
10301	COLORADO COMMUNITY SHARES	Payroll Run 1 - Warrant 0	1,258.95
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	567.25
655	FOOTHILLS UNITED WAY	Payroll Run 1 - Warrant 0	568.05
14765	LIV SOLAR LLC	REPLACE HAIL DAMAGED MODU	1,420.00
11261	OFFICESCAPES	Museum Office Furniture D	1,315.96
14655	PREMIER MEMBERS CREDIT UNION	Payroll Run 1 - Warrant 0	357.17
11094	WESTERN DISPOSAL SERVICES	MAR 19 CITY TRASH SERVICE	3,199.12
3876	XCEL ENERGY	NEW TRAFFIC SIGNAL 811 1/	6,951.25
	9 INVOICES	WARRANT TOTAL	15,811.43

CASH ACCOUNT: 001000 101001 WARRANT: 041819 04/18/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
1205	COLORADO DEPT OF REVENUE	1Q 2019 SALES TAX ACCT 01	1,440.58
14697	ISAIAS HUIZAR	EXPENSE REPORT 3/18-3/29/	196.04
14697	ISAIAS HUIZAR	EXPENSE REPORT 4/1-4/12/1	197.20
14770	JEN KENNEY	TRAVEL ADVANCE 4/23-4/25/	190.00
14768	MOJOS CLEANING SERVICES INC	APR 19 JANITORIAL SERVICE	31,590.00
99999	MARC DENNY	TRAVEL ADVANCE 4/29-5/2/1	303.18
5178	PETTY CASH LRC - KATHY MARTIN	PETTY CASH RSC	370.50
11345	SAGE AND SAVORY CATERING	COUNCIL DINNER 3/12/19	110.00
14459	SAUNDERS CONSTRUCTION LLC	Construction Services RSC	165,135.56
14459	SAUNDERS CONSTRUCTION LLC	2019 Rec Center Construct	475,627.51
14769	SHAIRA WHITTLE	TRAVEL ADVANCE 4/23-4/25/	190.00
11094	WESTERN DISPOSAL SERVICES	MAR 19 RESIDENTIAL TRASH	126,794.60
3875	XCEL ENERGY	MAR 19 FLASHERS	5.76
3875	XCEL ENERGY	MAR 19 METERED LIGHTS	485.64
3875	XCEL ENERGY	MAR 19 NON-METERED LIGHTS	33,162.82
	15 INVOICES	WARRANT TOTAL	835,799.39

CASH ACCOUNT: 001000 101001 WARRANT: 042519 04/25/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13656	AARON DEJONG	EXPENSE REPORT 3/22-4/3/1	112.52
14773	CHRIS NEVES	EXPENSE REPORT 4/7-4/10/1	72.49
11298	DELTA DENTAL OF COLORADO	#007562-0000 MAY 19 EMPLO	13,587.83
14716	DESKS INCORPORATED	HR WORKSTATION	2,420.88
5255	FAMILY SUPPORT REGISTRY	Payroll Run 1 - Warrant 0	567.25
2475	HILL PETROLEUM	UNLEADED AND BIODIESEL FU	12,206.06
6455	KAISER PERMANENTE	05920-01-16 MAY 19 EMPLOY	143,382.03
7735	LINCOLN FINANCIAL GROUP	000010008470 MAY 19 LTD P	3,764.24
7735	LINCOLN FINANCIAL GROUP	000010008469 MAY 19 LIFE/	7,246.19
207	LISA MERLY	TRAVEL ADVANCE 5/5-5/8/19	1,200.52
99999	FIDELITY NATIONAL TITLE	UTILITY REFUND 526 MANORW	50.97
10951	PINNACOL ASSURANCE	WORKERS COMP PREMIUM 4 OF	25,246.54
274	TOLEDO GLASS INC	HR Entry Door and Office	3,768.00
8442	VISION SERVICE PLAN	12 059727 0001 MAY 19 EMP	3,011.87
14102	WELLS FARGO FINANCIAL LEASING	GOLF EQUIPMENT LEASE	9,138.96
3875	XCEL ENERGY	MAR 19 GROUP ENERGY	66,965.83
3876	XCEL ENERGY	NEW TRAFFIC SIGNAL 811 1/	3,013.19
	17 INVOICES	WARRANT TOTAL	295,755.37

CASH ACCOUNT: 001000 101001 WARRANT: 050719 05/07/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
13547	A G WASSENAAR INC	2019 Geotechnical Service	1,664.00
14721	ACKLAM INC	2019 CIP Surveys	2,163.00
14121	ACUSHNET COMPANY	Resale Merchandise	303.02
14121	ACUSHNET COMPANY	Resale Merchandise	764.00
14121	ACUSHNET COMPANY	Resale Merchandise	261.60
14121	ACUSHNET COMPANY	Resale Merchandise	786.04
14121	ACUSHNET COMPANY	Range Balls	3,300.00
12251	ACZ LABORATORIES INC	LAB ANALYSIS FEES WWTP	1,851.75
12890	ADAMSON POLICE PRODUCTS	OUTER TACTICAL VEST CARRI	140.00
14547	ADIDAS AMERICA INC	Resale Merchadise	135.00
14547	ADIDAS AMERICA INC	Uniforms GC	20.10
14547	ADIDAS AMERICA INC	Resale Merchadise	366.00
14547	ADIDAS AMERICA INC	Resale Merchadise	1,915.70
14547	ADIDAS AMERICA INC	Resale Merchadise	302.00
14547	ADIDAS AMERICA INC	Resale Merchadise	646.88
14547	ADIDAS AMERICA INC	Resale Merchadise	573.02
14547	ADIDAS AMERICA INC	Resale Merchadise	633.02
14547	ADIDAS AMERICA INC	Resale Merchadise	97.26
13857	ADVANTAGE UPHOLSTERY INC	UPHOLSTER CHAIRS LIB	708.00
14669	AG INVESTIGATIONS LLC	PRE-EMPLOYMENT BACKGROUND	1,200.00
1006	ALL CURRENT ELECTRIC INC	Building Inspections	8,040.00
14623	ANOTHER MILESTONE LLC	CONTRACTOR FEES SPORTS CA	2,079.00
5001	BACKFLOW TECH	RV DUMP BACKFLOW	813.24
500	BAKER AND TAYLOR	TEEN BOOKS AND MEDIA	16.50
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	22.00
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	22.00
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	21.99
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	33.24
500	BAKER AND TAYLOR	ADULT BOOKS AND MEDIA	10.97
13855	BIG AIR JUMPERS INC	Nite at the Rec Inflatabl	420.00
13855	BIG AIR JUMPERS INC	Nite at the Rec Inflatabl	343.50
13855	BIG AIR JUMPERS INC	Nite at the Rec Inflatabl	420.00
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	133.32
7706	BRANNAN SAND & GRAVEL CO LLC	2019 Asphalt	132.00
13344	BROWNS HILL ENGINEERING & CONT	INSTALL PLC CHASSIS SWTP	2,437.00

CASH ACCOUNT: 001000 101001 WARRANT: 050719 05/07/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14461	C & R ELECTRICAL CONTRACTORS I	BACKSTOP RECEPTACLE REPAI	363.60
14403	CALLAWAY GOLF	Resale Merchandise	137.63
10900	CAROL CREECH	NON-RESIDENT EXPAND FEES	35.00
248	CDW GOVERNMENT	TIER 2 STORAGE FOR BACKUP	2,260.00
248	CDW GOVERNMENT	LAPTOP MUSEUM	820.00
935	CENTENNIAL PRINTING CO	2019 Utility Bill Insert	780.00
14036	CENTER COPY BOULDER INC	HOSPITAL REQUEST FORMS PD	107.88
14036	CENTER COPY BOULDER INC	PROPERTY & EVIDENCE CARDS	45.17
14592	CF LESSEE LOB	CEC SOLAR LEASE #1133	4,412.13
14592	CF LESSEE LOB	CEC SOLAR LEASE #1133	6,985.90
13352	CGRS INC	MAR 19 REMOTE POLLING	25.00
14775	CHANNING BETE COMPANY INC	WATER CONSERVATION BOTTLE	219.35
14405	CHEER CENTRAL INC	CONTRACTOR FEES	235.20
1005	CHEMATOX LABORATORY INC	DRUG SCREENS	296.32
1005	CHEMATOX LABORATORY INC	DRUG SCREENS	583.48
2220	CHEMTRADE CHEMICALS US LLC	Alum Sulfate NWTP	4,992.05
14427	CHRISTINE STANDEFER	CONTRACTOR FEES TRI TRAIN	210.00
4025	CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	165.94
13260	CLIFTON LARSON ALLEN LLP	MAR 19 UTILITY BILLING SE	8,752.79
14087	CNA SURETY	NOTARY POLICY #71534323	255.00
11353	COLORADO LIBRARY CONSORTIUM	ELECTRONIC DATABASES	3,474.54
10164	COLORADO DEPT OF REVENUE	DEFAULT JUDGMENT FEES	75.00
13370	CRIBARI LAW FIRM, PC	APR 19 PROSECUTING ATTORN	3,156.75
14680	CWA CONSULTING SERVICES LLC	Local Limits Re-evaluatio	3,475.00
14063	DENVER TECHNOLOGY SERVICES	RADAR REPAIR	37.50
14063	DENVER TECHNOLOGY SERVICES	RADAR REPAIR	37.50
14063	DENVER TECHNOLOGY SERVICES	RADAR REPAIR	37.50
10638	DLT SOLUTIONS LLC	AUTODESK SOFTWARE MAINTEN	4,214.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14367	DUNAKILLY MANAGEMENT GROUP COR	Owner's Rep RSC Expansion	7,125.00
14691	EEG ENTERPRISES INC	CHANNEL 8 CLOSED CAPTIONI	299.00
14691	EEG ENTERPRISES INC	CHANNEL 8 CLOSED CAPTIONI	299.00
13196	ESRI INC	2019 ESRI ELA Renewal	25,000.00
1915	EXQUISITE ENTERPRISES INC	NAMEPLATES BOA	13.20
1915	EXQUISITE ENTERPRISES INC	NAMEPLATES HR	22.60
13536	EYDIE CADY	FACE PAINTING LASTOKA FAR	180.00
1960	FARMERS RESERVOIR & IRRIGATION	2017/2018 FRICO CONVEYANC	12,839.29
2020	FISHER SCIENTIFIC CO LLC	LAB SUPPLIES WTP	876.10
2020	FISHER SCIENTIFIC CO LLC	LAB SUPPLIES WTP	376.53
2020	FISHER SCIENTIFIC CO LLC	LAB SUPPLIES WTP	293.34
2070	FLOOD & PETERSON INSURANCE INC	WTP BOAT COVERAGE	47.00
14720	GAIL MCKEAGUE	CONTRACTOR FEES 12197-1	476.00
14739	GALLUS GOLF LLC	MobileApp License	2,950.00
6847	GENERAL AIR SERVICE & SUPPLY	CYLINDER RENTAL OPS	80.60
14564	GEOSPATIAL URBAN INTERFACE LLC	2019 Geospatial Urban Int	4,973.63
13347	GLOBAL EQUIPMENT COMPANY INC	CONFERENCE ROOM CHAIRS SW	701.25
14083	GOLF AND SPORT SOLUTIONS LLC	BALLFIELD CLASSIC GOLD IN	1,493.34
2280	GOODHUE DITCH AND RESERVOIR CO	2019 GOODHUE ASSESSMENT	2,020.00
2310	GRAINGER	PUMP AND SKIMMER	217.33
2310	GRAINGER	BOOSTER CABLE WTP	32.86
2310	GRAINGER	SCADA MONITOR CABLES NWTP	24.13
2310	GRAINGER	BOAT CHOCK BLOCKS	118.38
2310	GRAINGER	BOAT TOW STRAP	158.64
2310	GRAINGER	KEY SWITCH KIT RSC	106.63
2310	GRAINGER	OCC/VAC SENSOR	164.01
2310	GRAINGER	INFRARED CAMERA FM	527.40
2310	GRAINGER	WELDING SCREENS CS	403.86
2405	HACH COMPANY	LAB SUPPLIES WTP	262.49
2405	HACH COMPANY	LAB SUPPLIES WTP	532.64
2415	HARCROS CHEMICALS INC	Sodium Silicofluoride SWT	1,440.00
14472	HILL AND POLLOCK LLC	MAR 19 WATER LEGAL SERVIC	1,698.50

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
2475	HILL PETROLEUM	Fuel GC	747.24
1902	HILLYARD INC	JANITORIAL SUPPLIES RSC	78.60
14774	IMPACT DEVELOPMENT FUND	HP LOAN 721 GRANT AVE	69,350.00
14176	IMS INFRASTRUCTURE MANAGEMENT	2018 Pavement Management	5,600.00
13817	ISRAEL ALVARADO	DJ Services for Nite at t	300.00
13817	ISRAEL ALVARADO	DJ Services for Nite at t	300.00
13817	ISRAEL ALVARADO	DJ Services for Nite at t	300.00
13511	ITRON INC	ANNUAL ITRON MAINTENANCE	3,450.54
13500	JAX INC	WORK BOOTS STEINBAUGH	160.00
14239	JC GOLF ACCESSORIES	Resale Merchandise	363.07
14239	JC GOLF ACCESSORIES	Resale Merchandise	71.12
14239	JC GOLF ACCESSORIES	Resale Merchandise	203.23
14239	JC GOLF ACCESSORIES	Resale Merchandise	82.61
2780	KAISER LOCK & KEY SERVICE INC	INSTALL LOCKS CH REMODEL	1,637.70
2780	KAISER LOCK & KEY SERVICE INC	INSTALL LOCKS LIB REMODEL	1,637.70
2780	KAISER LOCK & KEY SERVICE INC	INSTALL CAM LOCKS RSC	176.84
2780	KAISER LOCK & KEY SERVICE INC	JANITORIAL KEYS RSC	40.00
2780	KAISER LOCK & KEY SERVICE INC	SHOP KEYS FM	56.24
2780	KAISER LOCK & KEY SERVICE INC	INSTALL LOCKS CS	582.60
2780	KAISER LOCK & KEY SERVICE INC	DUPLICATE KEYS RSC	106.50
2780	KAISER LOCK & KEY SERVICE INC	INSTALL LOCKS CH REMODEL	818.85
2780	KAISER LOCK & KEY SERVICE INC	KEY BLANKS RSC	7.20
2780	KAISER LOCK & KEY SERVICE INC	DUPLICATE KEYS RSC	10.75
2815	KENZ & LESLIE DISTRIBUTING CO	VEHICLE FLUIDS	261.40
14336	KRISTAN K WHEELER	APR 19 MUNICIPAL JUDGE SE	2,600.00
14336	KRISTAN K WHEELER	JUDGES CONFERENCE HOTEL	328.00
11075	LEFT HAND TREE & LANDSCAPE LLC	TREE PRUNING	1,020.00
291	LODA ENTERPRISES INC	RECEIPT PAPER LIB	138.10
9087	LORIS AND ASSOCIATES INC	Mgmt Services 2018 Wayfin	622.50
3100	LOUISVILLE CHAMBER OF COMMERCE	2019 BRAD GRANT	5,000.00
8059	LOUISVILLE DOLPHINS SWIM TEAM	CONTRACTOR FEES SWIM CLIN	3,584.00
8059	LOUISVILLE DOLPHINS SWIM TEAM	CONTRACTOR FEES SWIM CLIN	3,864.00
8059	LOUISVILLE DOLPHINS SWIM TEAM	CONTRACTOR FEES SWIM CLIN	3,444.00

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
5432	LOUISVILLE FIRE PROTECTION DIS	BLOOD DRAWS 3/17-4/6/19	175.00
5432	LOUISVILLE FIRE PROTECTION DIS	JAIL TRANSPORT	250.00
13429	MANPOWER	GOLF COURSE MAINT TEMPS	1,618.50
6939	MCCANDLESS TRUCK CENTER LLC	PARTS UNIT 3208	105.00
6939	MCCANDLESS TRUCK CENTER LLC	MIRROR UNIT 3202	528.50
13703	MCDONALD FARMS ENTERPRISES INC	SLUDGE HAULING NWTP	1,815.00
11072	MERRICK AND COMPANY	Howard Berry WTP Upgrades	139.50
14484	MIDWEST TAPE LLC	TEEN BOOKS AND MEDIA	9.99
14290	MILE HIGH TURFGRASS LLC	GREEN FERTILIZER & HERBIC	1,608.30
13565	MOTT MACDONALD LLC	SCWTP Disinfection Design	9,600.00
14649	MURRAYSMITH INC	Water Loss Audit	5,509.00
12853	NEOGOV	INSIGHT ENTERPRISE SOFTWA	4,900.00
14648	OCCUPATIONAL HEALTH CENTERS OF	PHYSICAL	146.00
14648	OCCUPATIONAL HEALTH CENTERS OF	DOT PHYSICAL	65.00
14648	OCCUPATIONAL HEALTH CENTERS OF	PHYSICAL	146.00
99999	PETER BRAUN	ACTIVITY REFUND	40.00
99999	HEIDI MARKUS	ACTIVITY REFUND	48.00
99999	DEBBIE MILLER	ACTIVITY REFUND	34.00
99999	FRANSEN PITTMAN GENERAL CONTRA	PERMIT REFUND 1900 CHERRY	100.00
99999	FORMULA ROOFING AND REMODELING	PERMIT REFUND 395 MATCHLE	392.14
99999	ENDEAVOR EXTERIORS	PERMIT REFUNDS 921 WALNUT	626.34
99999	ELITE ROOFING	PERMIT REFUNDS 1008 & 101	684.29
99999	ELITE ROOFING	PERMIT REFUNDS 1016 SOUTH	573.72
99999	TRIGGER TIME GUN CLUB	RIFLE ROGERS	1,982.91
13986	OPEN MEDIA FOUNDATION	APR 19 WEB STREAM SERVICE	500.00
13662	PATRIOT TREE COMPANY	TREE PRUNING	600.00
13662	PATRIOT TREE COMPANY	TREE REMOVAL	2,400.00
14776	PHILADELPHIA INSURANCE COMPANI	VOLUNTEER COVERAGE	540.00
14614	PLAY-WELL TEKNOLOGIES	CONTRACTOR FEES 12176-1	540.00
14675	POINT AND PAY LLC	FEB 19 POINT & PAY FEES	2,942.44
14675	POINT AND PAY LLC	MAR 19 POINT & PAY FEES	3,486.92
9105	POSTMASTER	City Newsletter Postage	3,416.00

CASH ACCOUNT: 001000 101001 WARRANT: 050719 05/07/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
700	PRAIRIE MOUNTAIN MEDIA	FOUND PROPERTY AD #105350	21.00
11307	PROQUEST LLC	ELECTRONIC DATABASES	3,839.68
14394	PROS PLUS LLC	ADULT SOCCER & SOFTBALL O	146.25
14424	RAGNASOFT INC	PLANIT SCHEDULING SOFTWAR	1,885.00
14230	RAINGUET & ASSOCIATES LLC	COMMANDER SELECTION PROCE	6,900.00
5399	RECREONICS INC	Hail Damage Mem Sq Starti	12,443.70
9375	RED WING BUSINESS ADVANTAGE	WORK BOOTS HARVEY	150.00
670	RESOURCE CENTRAL	Slow the Flow Program	9,100.00
670	RESOURCE CENTRAL	Slow the Flow Program	3,713.00
13419	ROADSAFE TRAFFIC SYSTEMS CORP	RE-STRIPE BELLA VISTA	572.30
13892	RODMAN SERVICES	TOUCH A TRUCK WINDOW PAIN	400.00
14561	RUSSELL + MILLS STUDIOS INC	UPDATE GUIDELINES & SIGN	7,380.00
12843	SCL HEALTH	PRE-SCREEN	40.50
4230	SEACREST GROUP	EFFLUENT BIOMONITORING WW	1,979.00
10848	SHOWCASES	MATERIAL PROCESSING	90.61
11395	SHRED-IT USA LLC	SHRED SERVICE RSC	130.86
14396	SPRONK WATER ENGINEERS INC	Mar 19 Water Rights Engin	6,600.00
14619	SRIXON / CLEVELAND GOLF / XXIO	RESALE MERCHANDISE	1,224.00
14744	STANDARD CONCRETE INC	2019 Concrete Contract	154,304.16
14753	SUMMIT GOLF BRANDS INC	RESALE MERCHANDISE	142.00
7404	SUN BADGE COMPANY	OFFICER BADGES	868.59
7404	SUN BADGE COMPANY	NEW OFFICER BADGES	325.25
7404	SUN BADGE COMPANY	OFFICER BADGE	115.75
1201	SUPPLYWORKS	JANITORIAL SUPPLIES LIB	42.48
1201	SUPPLYWORKS	JANITORIAL SUPPLIES RSC	95.41
4100	TERMINIX	ANNUAL PEST CONTROL CH	523.80
4100	TERMINIX	ANNUAL PEST CONTROL NWTP	907.92
4100	TERMINIX	ANNUAL PEST CONTROL SWTP	698.40

CASH ACCOUNT: 001000 101001 WARRANT: 050719 05/07/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
11125	TERRACON CONSULTANTS INC	Monitoring Inclinometers	1,166.25
11125	TERRACON CONSULTANTS INC	Monitoring Inclinometers	971.25
14591	THARANCO LIFESTYLES LLC	RESALE MERCHANDISE	754.29
14591	THARANCO LIFESTYLES LLC	RETURN MERCHANDISE	-590.00
14729	THE PURPLE PIANO LLC	CONTRACTOR FEES 12200-2	270.90
11466	THE RUNNING GROUP LLC	CONTRACTOR FEES RUNNING	4,528.00
6609	TRAVELERS	INSURANCE DEDUCTIBLES	1,528.13
6609	TRAVELERS	GOLF COURSE CLAIM FDN9742	510.55
11087	UNITED SITE SERVICES OF COLORA	TOILET RENTAL CENTENNIAL	224.36
6509	USA BLUEBOOK	SUMP PUMP NWTP	540.04
6509	USA BLUEBOOK	LAB SUPPLIES WTP	71.90
14446	VECTOR DISEASE CONTROL	2019 Mosquito Control Ser	1,706.66
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	3,406.48
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	1,321.47
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	1,605.69
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	1,450.65
13891	VERIS ENVIRONMENTAL LLC	Biosolids Hauling	1,376.50
4900	VRANESH AND RAISCH LLP	MAR 19 WINDY GAP LEGAL SE	462.28
11053	WATER TECHNOLOGY GROUP	BACKWASH PUMP SERVICE NWT	2,450.00
11053	WATER TECHNOLOGY GROUP	Trac Vac Replacement Pump	18,814.00
14373	WEIFIELD GROUP CONTRACTING INC	INFLUENT SAMPLER SERVICE	1,335.65
14373	WEIFIELD GROUP CONTRACTING INC	POWER METER WTP	1,500.00
14373	WEIFIELD GROUP CONTRACTING INC	LIFT STATION REPAIR	1,068.19
14373	WEIFIELD GROUP CONTRACTING INC	LIFT STATION REPAIR CREDI	-425.00
14745	WESTCO SYSTEMS INC	HBWTP HVAC Chemical Room	14,871.00
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES CS	78.30
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	664.96
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	1,485.25
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES RSC	199.60
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES CH	135.07
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES LIB	411.99
9511	WESTERN PAPER DISTRIBUTORS INC	JANITORIAL SUPPLIES LIB	39.92
9511	WESTERN PAPER DISTRIBUTORS INC	BREAK ROOM SUPPLIES CS	155.70
14563	WESTERN PRECISION MANUFACTURIN	Patio Purchase	12,000.00
14563	WESTERN PRECISION MANUFACTURIN	Patio Purchase	12,000.00

CASH ACCOUNT: 001000 101001 WARRANT: 050719 05/07/2019

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
14609	WILBUR-ELLIS COMPANY LLC	55 GAL WORM POWER TURF	1,552.50
5115	WL CONTRACTORS INC	Mar 19 Traffic Signal Mai	22,306.93
5115	WL CONTRACTORS INC	Mar 19 Traffic Signal Mai	167.20
10884	WORD OF MOUTH CATERING INC	SR MEAL PROGRAM 4/8-4/26/	3,723.00
	227 INVOICES	WARRANT TOTAL	627,662.79

City of Louisville
COLORADO • SINCE 1878

City Council

Special Meeting Minutes

April 9, 2019
Library Meeting Room
951 Spruce Street
7:00 PM

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

The following members were present:

City Council: ***Mayor Robert Muckle***
Mayor Pro Tem Jeff Lipton
Councilmember Jay Keany
Councilmember Chris Leh
Councilmember Susan Loo
Councilmember Dennis Maloney
Councilmember Ashley Stolzmann

Staff Present: ***Heather Balser, City Manager***
Megan Davis, Deputy City Manager
Rob Zuccaro, Planning & Building Safety Director
Meredyth Muth, City Clerk

DISCUSSION/DIRECTION – REGIONAL AFFORDABLE HOUSING STRATEGY UPDATE AND PROPOSED BALLOT MEASURE

Deputy City Manager Davis stated this is a discussion of regional affordable housing strategies. The Boulder County Regional Housing Partnership is a regional collaborative that was established in November of 2017 and really emerged from the Consortium of Cities. The members of the consortium identified affordable housing as a key need and the need for a collective response. They began looking for what would be considered reasonable responses to this. The Regional Housing Partnership produced an inventory of affordable housing in the County and what would be needed to meet the demands we are seeing. They are now working on educational pieces, financing options, working with the business community, and general outreach. They are also looking at funding opportunities. The group is visiting all of the elected bodies in the county for input on this.

Davis introduced Kathy Fedler from the Housing and Community Investment Division for the City of Longmont, Jim Williams from Boulder County Housing and Human Services, and Michelle Krezek, the Deputy to the Boulder County Commissioners.

Fedler stated this is the fourth presentation they have given to elected officials and most of the feedback they have gotten is to hold off on the ballot question until 2020.

Williams stated that with each passing year the problem is getting worse. Currently 54% of renters in the County are cost burdened which is spending more than 30% of income on rent. Median home sales prices continue to climb. We now have 52,000 County residents who pay more than half of their income for housing.

Fedler stated the five priorities of the collaborative are 1. To establish a regional goal, 2. Bolster Financial Resources, 3. Secure Land/Redevelopment Opportunities, 4. Preserve Affordability, and 5. Consider a Regulatory Process.

The Regional Housing goal was set at 12% by 2035. Each jurisdiction is working to meet this with multiple strategies that work for them. Nine communities signed on to the partnership. She reviewed the structure of the regional partnership. What the Partnership needs most from the City Councils is to be champions for this work, help in thinking about creating funding solutions, promoting public support, and encouraging others to participate. She reviewed their recent accomplishments.

Williams reviewed the recent polling around a possible ballot measure. They tested voter reaction to two different proposals for either a property or sales tax at two different levels each. Members discussed the results and other options.

Councilmember Loo stated from her reading of the results there does not appear to be much support for a new tax for this. Williams stated the amount of support they see or don’t see will strongly impact if the County goes for a ballot issue or not and when. It is likely to require many things including the tax that would need to happen.

Williams noted some of the survey results: 86% agree workers can’t afford to work here; 76% think elected officials should do something; 72% think diversity in the community is desirable. People do recognize the lack of housing and affordability is an issue. Most say something should be done, but they don’t know what exactly. Members discussed how these results might affect a ballot proposal.

Williams noted outreach and education will be necessary. 2020 is likely the earliest they would go to the ballot.

Williams stated in 2019 the Partnership will focus on bringing partners together, helping people understand the issue, how access to affordable housing affects the community as a whole, and that it will take a regional effort to solve the problem. He noted the housing summit scheduled for May 10 has been postponed until September.

Mayor Pro Tem Lipton asked if having people live near where they work is a goal. He stated people have commuted for years and that is not new. He asked if there is an assumption people shouldn’t have to commute. Krezek stated one of the things they hear

is that it is too expensive for low income people to live here so that adds to congestion from incommuting. We all hear over and over how our residents don't like congestion.

Mayor Pro Tem Lipton stated some communities create new jobs but don't create new residences so there is an imbalance. He asked if it is the responsibility of all of us to cure a problem for other communities. They should fix their land use codes.

Krezek stated these are going to be regional issues that we may all address differently, but we need to have regional discussions. Mayor Pro Tem Lipton stated we can't build ourselves out of this without changing land use.

Mayor Pro Tem Lipton stated there have been a number of tax increases over the years and when the County asks polling questions that should be part of a larger conversation with all of the other new taxes that are being considered in the region. Krezek agreed noting when the County goes to the voters with any ballot question it will be tested against all of the other issues we know are out there.

Councilmember Keany stated when talking about affordable housing it should be compared to the number of employees in the community. Boulder continues to increase their number of jobs but not allowing new residential units. We should compare the number of affordable housing units to the employment base. Krezek stated that is a regional policy discussion for the elected officials.

Councilmember Leh stated we need to have another summit that takes this discussion further and gets to some of the sovereign issues between the communities. Each community will do this differently. He stated most people don't understand deed restricted affordable housing; you need to be very specific that most people won't benefit from this. People who make $100,000/year won't benefit from this. He noted housing burden is one thing and the other issue is transportation burden. Many of the people who work lower paying jobs have to commute here to do that.

Krezek stated the Partnership is taking this year to gather the right information and do the outreach so if we go in 2020 we will be more prepared. We need to discuss all of these things.

Councilmember Stolzmann stated she struggles to think a regressive tax will address this problem. It seems counterintuitive a fee will solve this. She stated it is easy to look at other communities and see what is wrong. We too have more employees incommuting. Councilmember Stolzmann stated it is hard to actually agree on exactly what elected officials should do to solve this.

Councilmember Stolzmann stated this is a regional problem and the County is responsible for health and human services so the County should be taking the lead as a centralized approach which is more efficient. Mayor Muckle agreed.

Councilmember Leh stated we are going to need strong supportive polling numbers to get something to pass.

Krezek stated the current emphasis is on workforce housing which while in the past it has been for low income housing so they are two different things. Councilmember Loo stated most of the time police don't want to live in the community in which they work. She added that looking at the numbers, many people won't want to subsidize others after they have scrimped and saved to live here.

Krezek stated BVSD has said their teacher's number one issue is how far they have to commute to teach here. Fedler stated that in Longmont they are seeing slower response times because their firefighters can't afford to live there.

Councilmember Maloney asked if the results of the polling were consistent across the different communities. Krezek stated they were fairly consistent.

Mayor Muckle stated perhaps it would be best to hold until 2022. Krezek stated the timing will be decided by everyone in the region and the partnership.

Krezek stated affordable housing and homelessness are noted as the biggest issues they hear about from residents.

City Manager Balser stated there will be more follow-up on this as the year progresses.

DISCUSSION/DIRECTION – POLLING FOR NOVEMBER BALLOT ISSUES

City Manager Balser stated staff is checking in with Council regarding if Council would like to do some polling on the two anticipated issues on the ballot in November; the Rec Center TABOR question and an excise tax on marijuana cultivation. She reviewed the election calendar.

Councilmember Maloney stated he wonders if we would get any useful information at this point. He is not sure how polling would help us in the TABOR question. He stated he doesn't think there is a strong need for polling.

Councilmember Keany stated if we find out the support is low we could choose not to spend the money on the election.

Councilmember Maloney stated he doesn't think there is a big risk at this point to simply put them on ballot.

Councilmember Stolzmann stated she doesn't feel strongly one way or another, if we do conduct a poll she would like to ask a question about starting a plastic bag tax question as well.

City Manager Balser stated when we typically go to the ballot we poll. We haven't this time and that may be fine, it is just a point for consideration.

Mayor Pro Tem Lipton stated getting good polling information on TABOR questions is difficult; it is very complicated. He stated he is also interested in gauging community sentiment on a bag tax or fee.

Councilmember Loo stated she would rather go straight to the ballot and not worry about it. Regarding the bag fee question she would like to see that on the citizen survey in 2020.

Councilmember Stolzmann asked if there was interest in having a bag tax question on the ballot in November. Members decided that was an issue for the 2020 work plan and citizen survey.

The consensus was not to poll this year and put the plastic bag tax idea on the 2020 work plan.

ADVANCED AGENDA AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Members discussed the advanced agenda. City Manager Balser stated staff is adding two items to the 4/16 agenda: board and commission vacancies and a legislative update. Staff will add a discussion of the excise tax ballot language to the advanced agenda.

Mayor Pro Tem Lipton wondered if the joint meeting with the Revitalization Commission should be pushed back until the two new members have been appointed to fill the recent vacancies. Councilmember Maloney stated he would like to use the May 14 meeting for an urban renewal education and policy meeting with just Council.

Councilmember Loo stated she would like a better handle on how our regional neighbors are using urban renewal to attract new businesses and if it has made a difference. Councilmember Loo also asked if there is anything we can do other than financial subsidies that would attract development. Members agreed that is a good use of the May 14 meeting.

ADJOURN

Members adjourned at 8:54 pm.

_____
Robert P. Muckle, Mayor

_____
Meredyth Muth, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council

Meeting Minutes

April 16, 2019
City Hall, Council Chambers
749 Main Street
7:00 PM

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council:	***Mayor Robert Muckle*** ***Mayor Pro Tem Jeff Lipton*** ***Councilmember Jay Keany*** ***Councilmember Chris Leh*** ***Councilmember Susan Loo*** ***Councilmember Dennis Maloney*** ***Councilmember Ashley Stolzmann***
Staff Present:	***Heather Balser, City Manager*** ***Megan Davis, Deputy City Manager*** ***Nathan Mosely, Parks, Recreation, & Open Space Director*** ***Rob Zuccaro, Planning & Building Safety Director*** ***Meredyth Muth, City Clerk***
Others Present:	***Kathleen Kelly, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of allegiance.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda. Mayor Pro Tem Lipton asked that item 5J be moved to follow current item 8B. Mayor Muckle also asked that 5D be moved to the regular agenda to just before item 8A. Hearing no objections, Mayor Muckle moved to approve the agenda as amended; seconded by Mayor Pro Tem Lipton. All in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Deb Fahey, 1118 West Enclave Circle, stated she had suggestions to help the environment. She suggested people use cold water when washing clothes and line drying

laundry to save energy. She stated she would like to see the lights in the Recreation Center turned off when the facility is closed.

APPROVAL OF THE CONSENT AGENDA

MOTION: Mayor Muckle moved to approve the consent agenda as amended, seconded by Councilmember Loo. All in favor.

- **A.** Approval of Bills
- **B.** Approval of Minutes: April 2, 2019
- **C.** Approval of City Council Special Meeting on May 14, 2019
- **D.** Approval of Contract for Design Build Services for Median Landscape Renovations ***moved to regular agenda***
- **E.** Approval of Written Record of Evaluation and First Amended Employment Agreement for City Manager Heather Balser
- **F.** Approval of Peace Officer Mental Health Support Grant Application
- **G.** Approval of 2019 Arbor Day Proclamation
- **H.** Approval of Centennial Valley Parcel O General Development Plan Amendment Consultant Contracts
  - **i.** An Agreement By and Between the City of Louisville and Fehr and Peers to Conduct a Transportation Study for the Centennial Valley Parcel O GDP Amendment
  - **ii.** An Agreement By and Between the City of Louisville and Studio Seed, LLC for Planning and Design Services Related to the Centennial Valley Parcel O GDP Amendment
- **I.** Award Contract to Northwest Roofing for Parks Hail Damage Repair
- **J.** Approval of Appointment of Debra Baskett to the Revitalization Commission ***moved to regular agenda***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Mayor Muckle noted the City Manager's contract was renewed on the consent agenda and he thanked City Manager Balser for her service.

CITY MANAGER'S REPORT

None.

REGULAR BUSINESS

APPROVAL OF CONTRACT FOR DESIGN BUILD SERVICES FOR MEDIAN LANDSCAPE RENOVATIONS – *moved from consent agenda*

Councilmember Stolzmann stated she asked this be moved to the regular agenda. This is an important project on our work plan with a two-year budget of $500,000. This is a design-build project and she would like to affirm what work is being done as there is no formal scope of work in the project. She wants to make sure dead trees will be removed, branches will be pruned, sprinkler systems will be repaired or replaced if needed, and that bushes and shrubs will be trimmed or replaced if needed. She would like that affirmed.

She would also like to ask Council to add two intersections to this scope: Hoover and Bella Vista and Madison and Cherry. These areas are publically owned land with over grown and dead trees and many people complain about them. They should be spruced up as a part of this work.

Councilmember Loo stated the Parks Board is now looking at the subdivision entryways. It is a complex issue. The Board will be coming back to Council with a report of those issues and some options for Council to consider. For those specific intersections some short-term fixes might be an option.

Councilmember Stolzmann stated these two intersections need immediate help while a longer term project can do more later as well. It would make a big impact on the streetscape now.

City Manager Balser stated there is money in this year's budget for design around intersections with implementation money in 2020 for entryways. If staff gets direction to add these two intersections to the project we will have to see how it fits in the budget and the timing within the larger project.

Mayor Pro Tem Lipton suggested taking care of those two areas with money from the 2018 turnback funds.

Councilmember Maloney stated it is not clear what we are trying to do here. We have heard from residents they want these streetscapes to be welcoming. The intent should be to spruce up all of the streetscapes overtime. The two areas Councilmember Stolzmann mentioned clearly need work. We don't want the technical issues holding up the ones that really need work.

Councilmember Loo stated the focus on medians is easy because we know we own them. The entryways are more complicated because we don't know who is responsible for what in these areas. Surveying may be required to get some answers.

Councilmember Leh asked if we know if there are legal issues on these two proposed entryways. He would like to take care of what we can if there are not too many challenges from a legal standpoint.

Councilmember Stolzmann stated that while all of the discussion is going on we should spruce them up for now as a matter of good will.

Mayor Muckle stated the consensus appears to be to do basic maintenance and clean up at those two intersections.

Mayor Muckle moved to approve the contract with the addition of two intersection improvements noted tonight; Councilmember Stolzmann seconded the motion.

Vote: Motion carried by unanimous roll call vote.

DISCUSSION/DIRECTION – 2019 LEGISLATIVE SESSION UPDATE

Deputy City Manager Davis stated the 2019 general assembly is nearing conclusion; the legislature adjourns on May 3 with many bills still to be considered. She provided an update on some bills that affect Louisville or have some alignment with the City's legislative agenda.

She noted SB-181 regarding Oil & Gas Regulations was signed by the governor today. This is a comprehensive oil and gas bill addressing changes by the air quality control commission and new regulatory authority for local governments.

She stated the joint budget committee has appropriated an additional $100M for transportation to be allocated through the HUTF formula.

SB239 would create a working group on transportation. They want to look at road usage and transitioning away from the gas tax. There will be a study on these options. A concurrent resolution about replacing the gas tax with a sales tax is not likely to pass but it did start a conversation on what changes may be needed in the future.

SB-188 is the Family and Medical Leave and it will have a financial impact on the City. It is not in final form yet so we don't have details of costs.

She stated HB-1177, the Extreme Risk Protection Order bill, was signed by the governor, and will need a lot of structure put into place prior to 2020 implementation. The Police Department is working on this for local implementation.

Councilmember Leh asked if the City needs to do anything related to SB-19 regarding marijuana hospitality establishments. Deputy City Manager Davis stated if we want to allow this it would require the City to pass legislation to specifically opt in.

DISCUSSION/DIRECTION – PROCESS TO FILL CURRENT BOARD AND COMMISSION VACANCIES

City Clerk Muth stated there are currently vacancies on the Board of Adjustment, Board of Appeals, Recreation Advisory Board, Planning Commission, and the Revitalization

Commission (LRC). Staff is asking Council if they have a preference for filling those vacancies now or waiting until the annual process in the fall.

Mayor Muckle stated that last year the Council had agreed to a process for midterm vacancies whereby the board liaison and the Mayor would recommend a person for an interim appointment. He would like to continue to use this process for this year.

Mayor Pro Tem Lipton asked how long these appointments would last. Muth stated midyear appointments last only until the end of the year and then those members can reapply for a full term. Councilmember Maloney asked how the LRC positions have been handled. Muth stated those appointments were to positions that were not midyear vacancies due to resignation, but were positions Council was unable to fill at the beginning of the year. Positions that are unable to be filled in the regular process were considered regular appointments, not midyear vacancies.

Keany asked if leaving these positions vacant might cause quorum issues for these boards. Muth stated that could be more of a problem for the LRC, but for the others it should not.

Councilmember Loo stated she would like to fill the positions; leaving them open until December is saying the boards are not important enough to fill positions.

Mayor Pro Tem Lipton stated for several of these boards it can take a while for someone to learn the role and be productive. He doesn’t feel compelled to put someone in and make them reapply at the end of the year.

He stated the Recreation Board is working well and appointing a new member now would be disruptive. He would prefer to look at the vacancies individually and see how compelling it is to fill them now.

Councilmember Loo stated she thinks the Planning Commission position should be filled so the person can use the next few months to come up to speed. The sooner the better for that and the LRC position. There is always the option of not reappointing people in the fall if the Council doesn’t like their work.

Councilmember Maloney stated the LRC, Planning Commission, Board of Adjustment, and Board of Appeals are more technical in nature and take a while to learn. He is reticent to fill positions just to fill them.

Mayor Muckle stated the Council does have a pool to draw from for the LRC as there were many applicants for the position we just filled. He noted Council has appointed members mid-year before and we don’t just pick randomly, we pick people we feel would be good at the job and are qualified. It would be inefficient to have the entire Council interview for every vacant position. He prefers the process Council agreed to last year.

Councilmember Leh wondered if there should be a general policy to appoint positions that might be longer than say six months and not fill if shorter than that.

Councilmember Keany stated an eight month vacancy would be a long time. He stated it would make sense to appoint to some of these if we have ready applications.

Councilmember Loo stated there was a good pool of applicants for the LRC and there was some consensus from Council on the top candidates; we could appoint based on that. For the Planning Commission she would like to advertise for candidates and get a pool to choose from to make an appointment sooner rather than later.

Mayor Pro Tem Lipton disagreed; he is fine deferring to the annual process for the Board of Adjustment, Board of Appeals, Planning Commission, and Recreation Board.

He added the LRC is more complicated as you need four votes to approve or disapprove anything. He suggested reaching back to the pool and interview applicants again if they are still interested. Councilmember Maloney stated the Council could just interview a shortlist of LRC applicants.

Mayor Muckle stated he did not support this strategy.

Councilmember Loo stated this is a volunteer position and to put people through another round of interviews is too much. Mayor Muckle stated he has heard from people that we are making the process stressful.

Councilmember Stolzmann stated she agrees the Board of Adjustment, Board of Appeals, Planning Commission, and Recreation Board can wait. She agreed perhaps if it is for less than six months we wait on appointments. She stated she is open to reinterviewing for the LRC but perhaps we just need a meeting to discuss the applications. She stated she is also open to just leaving them vacant and using the annual process.

Mayor Muckle agreed the Board of Adjustment, Board of Appeals, Planning Commission, and Recreation Board can be left vacant. He agreed with Mayor Pro Tem Lipton it is a bad idea to leave the LRC open. He prefers the process that was previously agreed to.

Councilmember Stolzmann moved that the Council wait on all appointments until the annual process; Mayor Pro Tem Lipton seconded it for the purpose of conversation.

Mayor Muckle reiterated he feels it is a bad idea to leave the LRC open for the reasons Mayor Pro Tem Lipton mentioned earlier.

Councilmember Stolzmann stated this is a clean way to handle this. All of the vacancies except one will be less than six months. We should consider waiting.

Mayor Muckle stated the process previously agreed to was specifically so there was a way for Council to make midyear appointments without a long process.

Voice vote: Yes: Councilmember Maloney, Councilmember Stolzmann, Mayor Pro Tem Lipton, and Councilmember Leh. No: Mayor Muckle, Councilmember Keany, Councilmember Loo. Motion passed 4-3.

APPROVAL OF APPOINTMENT OF DEBRA BASKETT TO THE REVITALIZATION COMMISSION – *moved to regular agenda*

No action

ORDINANCE NO. 1771, SERIES 2019 – AN ORDINANCE AMENDING THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO PLANNED COMMUNITY ZONE DISTRICT – INDUSTRIAL AND TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC – 1ST READING, SET PUBLIC HEARING 5/7/19

City Attorney Kelly introduced the ordinance by title.

Mayor Muckle moved to approve the ordinance on first reading, Councilmember Mayor Pro Tem Lipton seconded the motion.

Voice vote: all in favor.

ORDINANCE NO. 1772, SERIES 2019 – AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING REGULATION OF OPEN SPACE AND PARKS – 1ST READING, SET PUBLIC HEARING 5/7/19

City Attorney Kelly introduced the ordinance by title.

Mayor Muckle moved to approve the ordinance on first reading, Councilmember Leh seconded the motion.

Councilmember Stolzmann asked staff to bring back a proposed change for second reading replacing definition F with the definition of open space taken from the Charter which reads: “Open Space means land that is included in the open space zone district pursuant to Section 15-3 of the Home Rule Charter.”

Voice vote: all in favor.

CITY ATTORNEY’S REPORT

None.

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

Councilmember Keany stated the Youth Advisory Board will be serving the homeless at Community Table on Thursday evening and he invited Council to come volunteer.

Councilmember Stolzmann stated the DRCOG subregional forum did include all of the City's projects on their recommended list for funding. The full DRCOG board meeting to review this will be tomorrow.

Councilmember Maloney asked staff to put on the advanced agenda a discussion of the legislative impacts from this session.

Mayor Muckle stated the Mayors & Commissioners Coalition confirmed their support for the completion of the Northwest Rail interim peak service plan. The RTD FasTracks committee approved it and the full board considered it this evening. If there is support, staff will be given direction to come back to them with options for peak rail service.

ADJOURN

Members adjourned at 8:22 pm.

_____
Robert P. Muckle, Mayor

_____
Meredyth Muth, City Clerk

SUBJECT: **APPROVAL OF OLDER AMERICANS MONTH PROCLAMATION**

DATE: **MAY 7, 2019**

PRESENTED BY: **NATHAN MOSLEY, DIRECTOR OF PARKS, RECREATION, OPEN SPACE & GOLF**

SUMMARY:
Each May, the Administration for Community Living celebrates Older Americans Month to recognize older Americans for their contributions to the nation. The theme for Older Americans Month 2019: ***Connect, Create, Contribute.***

The City of Louisville will host its annual luncheon on Wednesday, May 15, from 12:00-1:00 p.m. in honor of Older Americans Month.

FISCAL IMPACT:
None

RECOMMENDATION:
Proclaim May 2019 as Older Americans Month in the City of Louisville.

ATTACHMENT(S):
1. Older Americans Month Proclamation, May 2019

OLDER AMERICANS MONTH PROCLAMATION
MAY 2019

Whereas, Louisville includes a growing number of older Americans who enrich our community through their diverse life experiences; and

Whereas, Louisville is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

Whereas, Louisville recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

Whereas, Louisville can enhance the lives of older Americans in our community by:

- promoting home and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now, therefore, I, Robert P. Muckle, mayor of Louisville, CO do hereby proclaim May 2019 to be Older Americans Month. I urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

DATED this 7th day May 2019

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

SUBJECT: **APPROVAL OF NATIONAL GUN VIOLENCE AWARENESS DAY PROCLAMATION**

DATE: **MAY 7, 2019**

PRESENTED BY: **ROBERT P. MUCKLE, MAYOR**

SUMMARY:
Moms Demand Action for Gun Sense in America requested City Council proclaim June 7, 2019 as Gun Violence Awareness Day in Louisville as part of this national day of recognition. More can be learned about National Gun Violence Awareness Day by going to wearorange.org

FISCAL IMPACT:
None

RECOMMENDATION:
Proclaim June 7, 2019 as Gun Violence Awareness Day.

ATTACHMENT(S):
1. Gun Violence Awareness Proclamation

PROCLAMATION
NATIONAL GUN VIOLENCE AWARENESS DAY
JUNE 7, 2019

WHEREAS, every day, 100 Americans are killed by gun violence and more than 300 have sustained non-fatal firearm injuries over the last 5 years; and

WHEREAS, Americans are 25 times more likely to be killed with guns than people in other developed countries; and

WHEREAS, June 2nd, 2018 would have been the 22nd birthday of Hadiya Pendleton, a teenager who marched in President Obama's second inaugural parade and was tragically shot and killed just weeks later; and

WHEREAS, to help honor Hadiya – and the 100 Americans whose lives are cut short and the countless survivors who are injured by shootings every day – a national coalition of organizations has designated June 7th, 2019, as National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods and orange is a color that symbolizes the value of human life; and

WHEREAS, by wearing orange on June 7, 2019, Americans will raise awareness about gun violence and honor the lives and lost human potential of Americans stolen by gun violence; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

Now therefore, I, Robert P. Muckle, Mayor of Louisville, Colorado do hereby proclaim June 7, 2019 to be National Gun Violence Awareness Day. I urge every resident to take time to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence.

DATED this 7th day May, 2019

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

SUBJECT: **APPROVAL OF POLICE & COURTS RECORDS MANAGEMENT SYSTEM SOFTWARE PROCUREMENT**

DATE: **MAY 07, 2019**

PRESENTED BY: **DAVE HAYES, POLICE CHIEF**
MEREDYTH MUTH, CITY CLERK
CHRIS J. NEVES, IT DIRECTOR

SUMMARY:
In 2018, the Louisville Police Department and the Louisville Municipal Court released a Request for Proposal (RFP) to acquire Records Management System (RMS) software to replace and improve upon their current systems. Current Police and Court RMS software investments have reached end-of-life for support and functionality and are due for upgrade/replacement. Tyler Technologies was the only vendor to enter a qualified bid for an integrated Police and Courts RMS system. City of Louisville currently has an enterprise software contract with Tyler Technologies for MUNIS (Finance, HR, Payroll) and EnerGov (Community Development) systems. The addition of Police and Courts RMS modules would be addenda to the current enterprise agreement.

The Tyler System will allow the Louisville Police Department and the City of Lafayette Police Department to share crime information, making Louisville and Lafayette the first law enforcement agencies in Boulder County capable of sharing information directly.

PROGRAMS/SUB-PROGRAMS:
This project supports the ability of the Public Safety & Justice and Administration & Support Services Programs to complete their goals and objectives.

FISCAL IMPACT:
The City budgeted $300,000 for this capital project. City Staff will be able to provide a functional solution within the budget allocated.

Courts RMS Investment:

Description	Investment	Annual Recurring Fees
Courts Licensing	$30,022.00	$12,507.00
Courts Implementation	$42,155.00	
Total	**$72,177.00**	

Police RMS Investment:

Description	Investment	Annual Recurring Fees
RMS Licensing	$35,640.00	$10,560.00
RMS Implementation	$70,060.00	

Brazos Licensing		$35,263.00	$7,405.00
Brazos Implementation		$33,094.00	
	Total	**$174,057.00**	

Investment Grand Total	**$246,234.00**

RECOMMENDATION:
Award RFP bid response to Tyler Technologies and approve the addendum for the additional investment into Police and Courts RMS modules.

ATTACHMENT(S):

1. RFP for Police & Courts RMS
2. Tyler Technologies RFP Response/Bid
3. Tyler Technologies Louisville Contract Amendment & Investment Summary
4. Tyler Technologies Incode Police RMS for City of Louisville CO Standard SOW
5. Tyler Technologies Incode Courts RMS for City of Louisville CO Standard SOW

Request for Proposals

Revised 05-17-2018

Louisville Police Records Management System &
Municipal Courts Management System Software Refresh

City of Louisville, Information Technology Office
749 MAIN STREET, LOUISVILLE, CO 80027
PH: (303) 335-4528
www.louisvilleco.gov

PROPOSALS DUE: FRIDAY JUNE 15, 2018 BY 5:00 P.M. MOUNTAIN STANDARD TIME (MST)

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ATTACHMENTS

Appendix A – Louisville PD RMS Functional Requirements
Appendix B – Louisville Municipal Court Functional Requirements
Appendix C - Louisville Software Systems General System Requirements
Appendix D - Louisville Municipal Courts Workflow Example
Addendum 05-17-2018 Amended Bid Schedule.docx

Updated PROPOSED PROJECT SCHEDULE

Daily Camera	May 11, 2018
Rocky Mountain E-Purchasing	May 11, 2018
First Publication	May 11, 2018
Second Publication	May 18, 2018
Last Day for Questions.	June 1, 2018
Questions Answered	June 8, 2018
Proposals Due	June 15, 2018
Selection Committee – Proposal Review	June 18 – June 29, 2018
Selection Committee – Interviews/Demonstrations	June 16 – 26, 2018
Negotiation, Contract Agreement	July 30 – August 24, 2018
City Council Contract Presentation	September 4, 2018

1. CITY INFORMATION

Situated between Denver and Boulder, the City of Louisville, Colorado receives national attention for being one of the best places to live in the United States. The City has a population of approx. 20,000 residents and provides a wide range of services and amenities. As a home rule municipality with more than 400 employees to serve its citizenry, the City delivers core services and operates several public facilities like the Louisville Public Library, Recreation/Senior Center, Historical Museum, Center for the Arts and Coal Creek Golf Course. About 26% of the City's land area is dedicated to open space, parks and public spaces that the City maintains. This includes 32 miles of trails spread throughout the community. The mix of large industry with sole proprietor retail operations and home-based businesses also make for a healthy local economy.

The men and women of the Louisville Police Department serve this Denver metro suburban community of 20,000. The Department currently employs 44 employees, including 35 sworn officers. Dispatching for the Department is handled through the Boulder Regional Communications Center which provides emergency dispatch services utilizing Tritech Computer Aided Dispatch system for most of the agencies in Boulder County. Louisville Police Department currently utilizes Motorola NetRMS Police Records Management System and averages approximately 1,000 cases per year and the agency issues approximately 1,600 tickets per year. The Motorola NetRMS product is scheduled for end-of-life in 2018.

The City of Louisville Municipal Court reports to the City of Louisville Clerk's Office and partners closely with the Louisville Police Department in prosecuting City cases and tickets. The Municipal court currently utilizes American Data Group (ADG) Courts system.

The City Information Systems are run on a current Microsoft Server and Desktop platform. The City utilizes VMWare virtualization version ESXi 6x to host its server environments. The City runs a 10GB fiber network on Extreme Networks switches, and secures the perimeter with Palo Alto firewalls.

2. INVITATION

The City of Louisville is inviting software proposals from highly qualified technology firms ("Respondents") with special expertise, qualifications and background necessary in Police & Municipal Court Records to provide a comprehensive software solution that fulfills the functional requirements of both City Police & Municipal Courts departments. All proposals are required to be proven existing solutions with existing customers and proposals must include implementation, training and ongoing support and maintenance for the solution. Proposed products are required to be off-the-shelf configurable and not dependent on custom development for implementation.

Scope of Services

The selected firm must be able to provide the following services including, but not limited to:

1. Enterprise Software Solution – The City is looking to evaluate existing and industry proven enterprise software applications that provide direct solutions for Police Records Management and Municipal Court Management and match the City's functional requirements listed in Appendices A, B, C & D. Solutions should be complete and supportable software solutions that run on a Microsoft Windows platform and the solutions should house records and case data in enterprise class databases. The City is

open to assessing both On-premise (self-hosted) and Cloud-based Software-as-a-Service (SaaS) solutions.

2. Business Process and Workflow Automation – Enterprise software solutions will provide solutions to the City's functional requirements listed in Appendices A, B, C & D and will meet the City's current business process and workflow requirements. The appropriate solution will provide solutions to business process and workflow which is in alignment with Police & Courts best practices.
3. Security – The proposed system scope will provide and maintain enterprise level electronic security and privacy protocols based on explicit roles and data permissions that allow for the systems' users to have varying levels of access based on their job title and duties they perform. The proposed system will meet any and all compliance requirements for the industry.
4. Design and Scope of Work – Scope will provide a proposed design and requirements to run the proposed enterprise solution. A Scope of Work and realistic proposed timeline for the project and all proposed milestones. Scope needs to contain project team requirements and estimated time commitment of City employees for the engagement. Project management services should be included in the scope.
5. Installation, Configuration & Implementation – Scope will include installation, configuration and full implementation of the modules purchased.
6. Integration – Per the functional requirements listed in Appendices A, B, C & D, the Police RMS & Municipal Courts solutions will integrate so as not to require disjoined or duplicate work efforts for business processes and workflows that span both departments.
7. Conversion – The project will account for conversion of data from existing systems into the new enterprise solution. The scope will spell out the conversion process and the responsible parties for the conversion tasks.
8. Reporting – The enterprise solution will provide for enterprise reporting that meets functional requirements listed in Appendices A, B, C & D. The enterprise solution will provide a data dictionary and reporting tools to allow for end users to create custom reports.
9. Training and Post-Go Live Support – The enterprise solution needs to provide for training of staff and assistance through Go Live of the new software solution.
10. Ongoing Support & Maintenance – The enterprise solution needs to be supportable for the long term and provide for ongoing support and maintenance. The enterprise solution needs to have a development roadmap and
11. Investment – All costs need to be itemized and broken out to clearly define investments in software licensing, conversion costs, implementation costs, 3rd party software and implementation costs, optional software costs, and proposed travel expenses. Investment should clearly define application and implementation dependencies, i.e. modules that require other modules or 3rd party licensing to function.

Submittal Instructions

Submittals are due at the City of Louisville for time and date recording on or before June 15, 2018 at 5:00 P.M. Mountain Standard Time (MST)

Deliver Six (6) bound copies of your submittal and an electronic version on a disc or flash drive, submitted in a sealed envelope, clearly marked as **2018 LOUISVILLE Police RMS & Municipal Courts Software Refresh**, to the Information Technology Department ATTN: Chris J Neves, 749 Main Street, Louisville CO 80027.

All RFPs must be received and time and date recorded by authorized City staff by the above due date and time. Sole responsibility rests with the Respondents to see that their RFP response is received on time at the stated location. Any responses received after due date and time will be returned to the Respondents.

The City of Louisville reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the City, is in the best interest of the City of Louisville. Due to the complexity of work required, selection of a firm will not be based solely upon the lowest responsible bid but will also take into account experience gained from work on similar projects and an understanding of the project goals and approach to the project.

Terms and Conditions

1. Each Respondent shall furnish the information required in the proposal.
2. The Contract/Purchase Order will be awarded to the Respondent whose submittal, conforming to the Request for Proposals, will be most advantageous to the City of Louisville, price and other factors considered.
3. All communication will be directed to the point of contact listed below. Unsolicited sales calls and/or RFP questions not directed to the City point of contact will not receive a response.
   City of Louisville Point of Contact for this RFP:
   Chris J Neves, IT Department
   749 Main Street Louisville, CO 80027
   303-335-4568
   chrisn@louisvilleco.gov
4. The City of Louisville reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the City of Louisville to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs without the consent of the City's delegated representative.
6. A signed purchase order or contract furnished to the selected firm results in a binding

contract without further action by either party.

7. Late or unsigned RFPs will not be accepted or considered. It is the responsibility of Respondents to ensure that the RFP arrives at the City of Louisville no later than the time indicated in the "Request for Proposal."
8. The proposed price shall be exclusive of any Federal or State taxes from which the City of Louisville is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections and changes. The City will not be responsible for oral clarification.
10. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. The City reserves the right to work with the vendor/bidder to modify the Scope of Services and request revisions to proposals prior to entering into a written contract.

3. EVALUATION CRITERIA

Please respond to the evaluation criteria with comments that are concise and to the point. The City will evaluate and finalists will be selected and invited to continue the process by making formal presentations to a selection committee. The best fit will be recommended to City Council authorizing the City to enter into a licensing and professional services contract agreement. The selection committee will evaluate and score the submittals using a weighted average based upon;

A. Statement of Interest (SOI). In up to <u>two (2) pages</u>, express your interest in the project, specifically addressing;
    1. Your company information.
    2. Specialized products & experience in Police Records & Municipal Courts Management Systems.
B. Project Approach & Scope
    1. Examples of similar projects – quality finished projects.
    2. Innovative solutions – discuss project alternatives, and/or opportunities to add value to the project.
    4. On-time and budget – accountability for time, budget and value engineering if needed.

5. Availability.
6. Provide a detailed project schedule highlighting critical path and mile stones for completion of the project.

C. Meeting Functional Requirements (Appendix A, B, & C)

1. Responses to Technical Specifications

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

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

If any symbol other than "Y" or "A" is the response for a specification, the proposer must complete the Comments field to the right of the acknowledgement field noting the reasoning. Any specification that is answered with a symbol other than what is listed above will be treated as a negative/non-response.

D. Project Team Listing

1. Provide a listing of team members that will be involved in the process, relevant experience and other material that is pertinent and concise.

E. References

1. Submit three relevant and comparable references for similar projects completed within the last two years along with contacts for the project.

F. Investment Proposal

1. A not-to-exceed amount for all phases of the Scope of Services. Costs should be split out between functional module licensing and implementation cost. Third party and optional components need to be identified separately. All module functional dependencies need to be clearly stated.

4. SUBMITTAL

Please submit the following information in the order listed below:

1. Name of your company/organization
2. Type of Organization: (Corporation, Partnership, etc.)

3. Address
4. Names and Address of Project Team or Firm
5. Contact Person(s)
6. Telephone, Fax, E-mail
7. Statement of Interest
8. Project Approach & Proposed Scope of Work
9. Responses to Police RMS & Municipal Courts Functional Requirements
10. Project Team Listing
11. References
12. Investment Proposal
13. Signature Page (signed)
14. Disclosure Statement (signed)
15. Compliance Statement (signed)

5. SIGNATURE PAGE

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website if applicable	

By signing below I certify that:
I am authorized to bid on my company's behalf**.**
I am not currently an employee of the City of Louisville.

Signature of Person Authorized to Bid on **Date Firm's Behalf**

Note: If you cannot certify the above statements, please explain in the space provided below.

DISCLOSURE STATEMENT

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

NO KNOWN RELATIONSHIP EXISTS _____

RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

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

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

_____ _____

Printed or Typed Name Title

_____

Signature

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

The undersigned hereby certifies as follows:

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

Proposer: _____

By: _____

Title: _____

Date: _____

City of Louisville

Police Records Management System General & Specific Functional Requirements

Please complete and acknowledge all requirements.

1.0 RMS General Application Requirements

		Acknowledge	Comments
1.1 System Administration			
A	The system administrators (agency and IT personnel) will be trained by the successful vendor. The Department's system administrators shall have the authority to make adjustments in the system as required by staffing changes, changes in policy and City, State and Federal requirements.	<<< Make a Selection >>>	
B	The system shall allow the system administrator to create additional data fields within exiting tables.	<<< Make a Selection >>>	
C	The system shall allow the system administrator to create or modify graphical user interface formats.	<<< Make a Selection >>>	
D	The system shall provide the capability for the system administrator to easily change fields and field labels as requirements change.	<<< Make a Selection >>>	
E	The system shall provide the ability to capture notes on code table changes in order to document the reason for the changes (for example: statutes repealed, state mandated changes to NIBRS code tables, etc.)	<<< Make a Selection >>>	
F	The software design shall make extensive use of table driven parameters, allowing easy modification by the system administrator without the requirement for programmer support.	<<< Make a Selection >>>	
G	It shall be possible to modify table driven parameters when the system is active.	<<< Make a Selection >>>	
H	The system shall have the capability to support multiple System Administrators of various privilege levels.	<<< Make a Selection >>>	
I	System modifications made by system administrators shall be logged. At a minimum, this log shall include administrator user ID, date / time of modification, modification made, and original table value (before the modification was made).	<<< Make a Selection >>>	
J	The System Administrator shall have the capability to maintain a geographic database, which includes agency-defined criteria (e.g., X / Y / Z coordinates, intersections, aliases, commonplace names, latitude and longitude, etc.).	<<< Make a Selection >>>	
K	The System Administrator shall have the capability to create and maintain support data files used in agency operations that are not included in the base RMS.	<<< Make a Selection >>>	
1.2 Data Entry			
A	The RMS application shall provide "ease of entry" features in both the Field Based entry portion of the application as well as the in-station data entry portion of the application such that all capabilities to enhance or accelerate data entry provided in the field based application will be available in the base RMS application as well.	<<< Make a Selection >>>	
B	The RMS application shall incorporate a "single point of data entry" to ensure that information that has more than one use shall be entered only once and then distributed to applicable subsystems and transactions on an automatic basis. This includes information transferred from the CAD system and ideally from other interfaced ancillary systems.	<<< Make a Selection >>>	
C	The "single point of data entry" will apply within individual modules.	<<< Make a Selection >>>	
D	The "single point of data entry" will apply across all modules.	<<< Make a Selection >>>	
E	In order to ensure data integrity and maximize search capabilities, each data field within the RMS shall be capable of validation against pre-defined tables.	<<< Make a Selection >>>	
F	Vendor will be required to provide a complete data dictionary and schema description after contract award.	<<< Make a Selection >>>	
G	All text must be able to be searched using industry-standard reporting tools and not vendor-specific proprietary tools.	<<< Make a Selection >>>	
H	The system shall provide full word processing capabilities (or a link to a variety of commercially available word processing applications) for the entry of narrative information, witness statements, etc.	<<< Make a Selection >>>	
I	Full word processing capabilities must include:.		
	1. Cut, copy and paste,	<<< Make a Selection >>>	
	2. Find	<<< Make a Selection >>>	
	3. Search and replace,	<<< Make a Selection >>>	
	4. Capitalization,	<<< Make a Selection >>>	
	5. Paragraph definition,	<<< Make a Selection >>>	
	6. Table definition,	<<< Make a Selection >>>	
	7. Font selection,	<<< Make a Selection >>>	
	8. Font size selection,	<<< Make a Selection >>>	
	9. Text formatting (e.g., underline, bold, italic, etc.)	<<< Make a Selection >>>	
	10. Tabs,	<<< Make a Selection >>>	
	11. Bullets,	<<< Make a Selection >>>	
	12. Word wrap	<<< Make a Selection >>>	
	13. Tables	<<< Make a Selection >>>	
J	Full word processing capabilities must include a spelling checker that includes the following functions:		
	1. Ignoring capitalized words,	<<< Make a Selection >>>	
	2. Ignoring often used abbreviations,	<<< Make a Selection >>>	
	3. Accepting standard law enforcement terminology, and	<<< Make a Selection >>>	
	4. Use of agency specific dictionaries that store common used terms that should be accepted by the System's spell-checker.	<<< Make a Selection >>>	
K	Entry of narrative text must include the ability to utilize previously agency created shared word processing templates.	<<< Make a Selection >>>	
L	If a word processing template is used in the entry of a narrative, it shall never replace or overwrite any narrative information that has already been entered in the incident or into that particular narrative instance.	<<< Make a Selection >>>	
M	The system shall allow only one original Offense/Incident Report or Traffic Accident Report and unlimited supplemental reports to be associated with a single incident number.	<<< Make a Selection >>>	
N	The system shall allow a supplemental report to be completed and filed prior to the original report.	<<< Make a Selection >>>	
O	The system shall provide assistance in collection of data, possibly in the form of hierarchical questions based on the offense, and the subsequent coding of crimes, possibly through the use of drop down NIBR codes.	<<< Make a Selection >>>	
P	The system shall provide guided data entry based upon the type of crime or incident being processed or the process being completed (such as providing forms, fields or questions) that ensure that all of the elements of a crime have been captured.	<<< Make a Selection >>>	
Q	The system shall have intelligent form capability such that the system shall modify the order of form presentation during data entry based upon previously entered information.	<<< Make a Selection >>>	
R	The system shall have intelligent form capability such that the system shall include intelligent validation table selection (only valid entries are selectable based on previously entered data).	<<< Make a Selection >>>	
S	The system administrator shall be able to define the structure of the intelligent form process such that they will define the required mandatory fields, the drop downs to be utilized and the order and selection of forms displayed.	<<< Make a Selection >>>	
T	The electronic field based incident report shall provide for an "Open Records Narrative" section that would contain information that can be released to the public.	<<< Make a Selection >>>	
U	The system shall further provide either a standard naming convention for narratives or the ability for the operator to utilize a procedurally defined naming entry for each narrative.	<<< Make a Selection >>>	
V	The system shall provide a method for automatically numbering supplemental reports as they are entered and associated with the original incident report.	<<< Make a Selection >>>	

W The system shall have the ability to link multiple Offense/Incident Reports with different numbers, providing a clear indication to users when cases are linked; the user should be able to switch from one Offense/Incident Report directly to the other without re-querying. <<< Make a Selection >>>

X The system shall have the ability to flag an Offense/Incident Report as ready for release to the media. <<< Make a Selection >>>

Y Help screens shall be context sensitive and available by mouse or keyboard command. The help program shall contain a search engine, hypertext links, hierarchical contents, and the ability to move back and forth through previously viewed help windows. <<< Make a Selection >>>

1.3 Data Validation

A The requirements identified in this section apply equally to the Field Based Reporting Application as well as the base RMS <<< Make a Selection >>>

B With the exception of free format text fields (e.g., narratives, description, comments, etc.), each data entry field within the System shall be validated against a pre-defined set of acceptable validation values and the System rejects any values entered by System Users that are not contained within the set of acceptable validation values associated with System data entry fields. <<< Make a Selection >>>

C The System shall use database tables to store acceptable validation values associated with the System's data entry fields. <<< Make a Selection >>>

D The system shall permit the inactivation of validation table records as opposed to the deletion of validation table records. Inactivation will preclude the validation of new entries against the record but will permit the inclusion of old entries with the record's value. <<< Make a Selection >>>

E Date and time fields shall be validated for format. <<< Make a Selection >>>

F F. Date and time fields shall be validated logically (for example the occurred data and time cannot be after the reported date and time). <<< Make a Selection >>>

1.4 Crime Reporting (UCR, NIBRS)

A The system shall satisfy the State of Colorado and FBI requirements for UCR and NIBRS reporting. <<< Make a Selection >>>

B The system shall have the ability to provide an electronic file/data transfer for the UCR and NIBRS data, and a hard copy of the same information. <<< Make a Selection >>>

C The system shall support the required State of Colorado (CBI) and national (FBI) data elements. <<< Make a Selection >>>

D The system will have a mechanism to audit report data elements during data entry to identify errors to ensure UCR and NIBRS validity. <<< Make a Selection >>>

E The system shall have the ability to run an audit report prior to data submission to the State of Colorado to ensure all crime data meets NIBRS criteria. <<< Make a Selection >>>

F The system shall have the ability to support entry and reporting of multiple offenses for any given incident. <<< Make a Selection >>>

G The system shall have the ability to relate a victim to one or more offenses. <<< Make a Selection >>>

H The system shall have the ability to assign more than one role to a given person involved in an incident. For instance, a person may be identified as both a victim and an offender in the same incident. <<< Make a Selection >>>

I The system will allow edits to the records for UCR and NIBRS validity and consistency as prescribed by the State of Colorado and the FBI, including the ability to reclassify prior cases. <<< Make a Selection >>>

J The system shall allow an agency defined period of time that summary UCR/NIBRS data will remain on the system for analytical and statistical reporting. <<< Make a Selection >>>

K The vendor will provide the rules used in the generation of UCR and NIBRS reports. <<< Make a Selection >>>

L The vendor will ensure the State of Colorado acceptance of agency NIBRS data. <<< Make a Selection >>>

M The system will have the ability to produce NIBRS reports for internal use, to include:

1. NIBRS Group A and Group B Offenses <<< Make a Selection >>>
2. UCR Part 1 & Part 2 Offenses <<< Make a Selection >>>
3. Clearance and Arrest Log <<< Make a Selection >>>
4. Clearance of Offenses by Exception <<< Make a Selection >>>
5. Clearance of Offenses by Arrested Persons, by Age, Sex and Race <<< Make a Selection >>>
6. Hate Crimes <<< Make a Selection >>>
7. Domestic Violence <<< Make a Selection >>>
8. Law Enforcement Officers Killed or Assaulted (LEOKA) <<< Make a Selection >>>

N The system shall have the ability to support ad hoc reporting, or general queries by UCR/NIBRS defined categories. <<< Make a Selection >>>

1.5 Information Retrieval / Search Capability

A An RMS user shall be able to retrieve data without regard to the subsystem involved. <<< Make a Selection >>>

B The software shall provide the ability to search any and all data on the system as well as any combination of the data. <<< Make a Selection >>>

C The result of this search shall be a list display of records matching the search criteria <<< Make a Selection >>>

D The system shall be capable of efficiently exporting search result data to the current versions of Microsoft Word® Access® and Excel®. <<< Make a Selection >>>

E The data exported shall retain formats and data types upon export. <<< Make a Selection >>>

F The system shall provide the capability to search using "wild card" characters as well as other partial search capabilities <<< Make a Selection >>>

G The system shall utilize forms-based searches whereby the user will "fill in the blanks" on forms comparable to the data entry forms of the system and the return include only those entities that match the fields on the completed search entry form. <<< Make a Selection >>>

H The system shall include other methods to limit the number of records that are returned from a search. <<< Make a Selection >>>

I It is desired that the system provide the ability to run searches on the returns of a previous search. <<< Make a Selection >>>

J The capability shall exist to select a specific record from the list and "drill down" to successively greater levels of detail. <<< Make a Selection >>>

K The system shall provide the capability for individual users to build and save searches and queries. <<< Make a Selection >>>

L Search capability shall include cross table or cross database searches. <<< Make a Selection >>>

M The system shall provide a searchable narrative section for each module / screen. The vendor shall explain how their system provides this type of functionality and any limitations it may have. Ideally the narrative will be full text indexed <<< Make a Selection >>>

1.6 Dashboards

A The system shall include the capability to display the real time aggregation of agency activity and information. <<< Make a Selection >>>

B The information displayed and level of aggregation shall be definable by the system administrator <<< Make a Selection >>>

C The system must provide the capability to provide different levels of aggregation based upon the role of the individual logged into the system. <<< Make a Selection >>>

D The vendor shall explain in detail the capabilities of their system to provide this level of functionality. <<< Make a Selection >>>

1.7 Audit Trail

A The software shall have the capability to produce an audit trail of system activity. This audit trail will log the operator ID, date, and time for all transactions and / or data entered into or deleted from the RMS system. The audit must include inquiries and views as well as adds changes or deletes. <<< Make a Selection >>>

B The system shall provide the ability to generate / print an audit trail of all system transactions based on User ID / personnel information. <<< Make a Selection >>>

C The system shall provide the ability to log date, time and user ID associated with all administrative activities (changes to code tables, security changes, etc.) <<< Make a Selection >>>

D The system shall provide the ability to log date, time, and user ID, individual requesting and the reason for printing associated with any report sent to a printer. <<< Make a Selection >>>

1.8 RMS Standard Output Reports and Ad Hoc Reporting

A The same security parameters that are applied to the users' profiles will be required to remain in place across all reporting capabilities. This means that if a user does not have permissions to see specific data online, it shall not appear in any reports that they would run. <<< Make a Selection >>>

B The system shall include standard RMS reports. The vendor shall provide a list and description of these reports and sample reports. <<< Make a Selection >>>

C The vendor shall discuss the types of reports that can be generated and the process to prepare and configure new reports. <<< Make a Selection >>>

D All reports shall be automatically directed to and generated from a reporting server. <<< Make a Selection >>>

E The system shall provide an efficient utility for invoking these reports. <<< Make a Selection >>>

F The system shall provide the capability of the reports to be configured and scheduled to run automatically. <<< Make a Selection >>>

G The system shall include reporting based on graphical constraint entry. For example, the user shall be able to graphically choose an area within the map display and display RMS statistics for that area (Community Reports). The graphical constraint could be an existing polygon or a user-defined area created at the time of report generation. <<< Make a Selection >>>

H The proposed system shall include an ad hoc reporting tool capable of producing reports for any time or date range including the current day using any / all data fields within the system. <<< Make a Selection >>>

I The reporting tool shall be capable of efficiently exporting report data to the current versions of Microsoft Word® Access® and Excel®. The data exported shall retain formats and data types upon export. <<< Make a Selection >>>

J The reporting tool shall be capable of exporting any report to PDF format. <<< Make a Selection >>>

K The reporting tool shall be graphically-based and able to be used without requiring any programming knowledge. <<< Make a Selection >>>

L Reports shall be menu selectable for content and generation parameters. <<< Make a Selection >>>

M The reporting tool shall allow tracking of activity by type, location, and temporal factors. <<< Make a Selection >>>

N The reporting tool shall include agency specific information on reports, charts, graphs, and maps produced by the system. Such information includes, but is not limited to, report header data and text, participating agency seal, department logos, etc. <<< Make a Selection >>>

O The reporting tool shall be capable of generating reports for both screen display and printing. <<< Make a Selection >>>

P The reporting tool shall also include a plain-text search mechanism. <<< Make a Selection >>>

Q The reporting tool shall provide basic administrative reports summarizing significant activities and occurrences as defined by the participating agencies. <<< Make a Selection >>>

R The reporting tool shall include comprehensive reporting tools in each module whereby agency personnel can create "pre-defined" reports that can be automatically initiated by time of day, day of week, etc., and directed to any printer(s) on the RMS network. <<< Make a Selection >>>

S The reporting tool shall include comprehensive reporting tools in each module whereby agency personnel can create "pre-defined" reports that can be automatically initiated by time of day, day of week, etc., and directed to specific email <<< Make a Selection >>>

T The agency will be granted direct database connection (via read-only ODBC or other) to all RMS data tables for creation of reports and queries using third party reporting tool (e.g. Crystal Reports) or web-based queries that are external to the vendor provided tools and utilities. <<< Make a Selection >>>

U The reporting tool shall provide functionality such as trend analysis, data aggregation, and other advanced reporting <<< Make a Selection >>>

V The reporting tool shall allow the setting of user thresholds for given activity identifiers. A daily, weekly, and monthly report governing exceptions for agency defined activity that exceed the thresholds will be produced for each predefined (by the system administrator) agency or station area. The thresholds must be variable from 0 to 9,999. Any report of an activity set to a zero threshold will appear on the exception report. <<< Make a Selection >>>

W Users shall have the ability to create a standard case report that includes all data associated with a specific incident, and is formatted in an easy-to-read, professional style from any workstation. <<< Make a Selection >>>

X The system shall provide the capability for users to select specific report components to print, including but not limited to:

1. Entire report, including original report, all supplements, arrest report, custom reports (booking report) and all linked files with a single command <<< Make a Selection >>>
2. Select which report components, supplements and/or linked files to print <<< Make a Selection >>>
3. The system shall provide the capability to output all documents and linked files to a case to a single pdf file. <<< Make a Selection >>>

Y The system shall provide the capability for users to print "media" (public release) reports containing a subset of the information contained in the full report. <<< Make a Selection >>>

Z The RMS system must include an easy-to-use map-generation function that is accessible from all relevant system modules that permits users to extract desired data, reformat it as necessary, and produce a map customized (tailored) to the producing agency without having to depend on programming or technical personnel or Contractor assistance. Ideally, certain maps will be menu selectable with "step-by-step" instructions available to "walk the user" through the production of the map. <<< Make a Selection >>>

AA The map generation function (see directly above) shall allow the user to select a specific map layer(s) to include or limit the display on the report. <<< Make a Selection >>>

AB The system shall support either the direct production or, through an easily invoked (e.g., seamless) third-party mapping tool, the creation of thematic maps. <<< Make a Selection >>>

AC The system shall support either the direct production or, through an easily invoked (e.g., seamless) third-party mapping tool, the creation of automatic pin maps. <<< Make a Selection >>>

AD The system shall support the selection, extract and formatting of crime and location information so that it can be exported and displayed in any industry standard Geographic Information System (GIS). <<< Make a Selection >>>

AE The reporting tool shall be capable of printing chronological case and / or case report listing. <<< Make a Selection >>>

AF The reporting tool shall be capable of querying and printing case details. <<< Make a Selection >>>

AG The reporting tool shall be capable of printing audit report of changes to records. <<< Make a Selection >>>

AH The reporting tool shall be capable of warning users of the number of records found. <<< Make a Selection >>>

AI The reporting tool shall be capable of displaying a single page of data at a time. <<< Make a Selection >>>

1.9 Record Sealing

Record sealing means the hiding of information such that only authorized personnel can see the information with the ability to "unhide" the information but with the ability to restore the case information to the system.

A Record Sealing also includes the removal of all images, documents and linked files related to the case or incident. <<< Make a Selection >>>

B The system must provide the capability to seal all references to a case, series of cases, arrest(s) or citation(s) from the various RMS tables as required by court orders. <<< Make a Selection >>>

C The system shall produce a report indicating the sealed case information. <<< Make a Selection >>>

D No sealed case information shall appear on system generated reports, or queries. <<< Make a Selection >>>

E The system must provide the capability to delete all references to specified information from the various RMS databases as required by court orders. <<< Make a Selection >>>

F The vendor shall outline in detail the process required in their system to seal cases and to restore sealed case information. <<< Make a Selection >>>

1.10 Records Retention

A The system must provide the capability to purge case information based upon a specified retention schedule associated with case type. <<< Make a Selection >>>

B The retention schedule as described above shall be based upon rules established by the City of Louisville Police Department, City of Louisville and the State of Colorado. <<< Make a Selection >>>

C The system shall provide the capability when purging information to, at agency discretion, purge information automatically or require a user review and approval before information is purged. <<< Make a Selection >>>

D The vendor shall explain in detail the process required to purge case information based upon a retention schedule. <<< Make a Selection >>>

1.11 Redaction

A The system shall have the ability to redact information from a report, such as SSN, name, date of birth, address, juvenile information and other key fields. <<< Make a Selection >>>

B The vendor shall describe any capabilities of their system to automate the process of redacting information from system fields as well as textual data when an output report or summary is printed. <<< Make a Selection >>>

1.12 Intelligent Forms

A All requirements identified in this section shall be applicable to both the RMS and the Field Based Reporting system defined later in this document. <<< Make a Selection >>>

B The system shall have intelligent form capability such that the system will modify the order of form presentation during data entry based upon previously entered information. <<< Make a Selection >>>

C The system shall have intelligent form capability such that the system will modify the mandatory / optional nature of fields based upon previously entered information. <<< Make a Selection >>>

D The system shall have intelligent form capability such that the system will include intelligent validation table selection (only valid entries are selectable based on previously entered data, such as only permitting MO information relating to burglaries if the incident is a burglary). <<< Make a Selection >>>

E The system administrator shall be able to define the structure of the intelligent form process such that they will define the required mandatory fields, the drop downs to be utilized and the order and selection of forms displayed. <<< Make a Selection >>>

F The intelligent form shall minimize manual entry of data by populating:
1. The person's information from a driver license swipe, <<< Make a Selection >>>
2. Vehicle information from a DMV return and <<< Make a Selection >>>
3. Offense location from GPS devices in vehicles. <<< Make a Selection >>>

1.13 Imaging / Linked Files

A The System shall support linkage, retrieval, and display of any file that can be accessed by a valid Windows file path. <<< Make a Selection >>>

B The RMS will provide a mechanism for linking data files to:
1. People, <<< Make a Selection >>>
2. Vehicles, <<< Make a Selection >>>
3. Property items, <<< Make a Selection >>>
4. Locations, <<< Make a Selection >>>
5. Initial and supplemental offense reports, <<< Make a Selection >>>
6. Traffic accidents, <<< Make a Selection >>>
7. Citations, <<< Make a Selection >>>

C The vendor shall describe their experience integrating with third party imaging and image storage systems (for example: in-car and/or body cam video systems). <<< Make a Selection >>>

1.14 Selective Notification

A The RMS shall provide the capability of "selective notification" to set flags on specific records or record types that shall cause the automatic generation of a notice to an individual(s) if a record of either a certain type is created or if a specific individual is queried or updated (i.e., a notification to an investigator if a specific individual is contacted). The vendor shall explain how this notification is accomplished (i.e., system messaging, e-mail, etc.). <<< Make a Selection >>>

B The RMS shall have the capability of blind notification such that the individual creating or touching the record is not notified. <<< Make a Selection >>>

C The RMS shall have the capability of open notifications such that the individual creating or touching the record would be notified. <<< Make a Selection >>>

D The vendor must explain the methods of notification provided by their system. <<< Make a Selection >>>

1.15 Address Verification

A All address and location data entry fields will be validated against the system's geofile or associated GIS. <<< Make a Selection >>>

B Validated addresses / locations will be assigned a coordinate data which will be stored in the record. <<< Make a Selection >>>

C If an address cannot be validated an override feature must exist within the system. <<< Make a Selection >>>

D The vendor shall detail any address "override" features. <<< Make a Selection >>>

E If an address is overridden it must be flagged and the system must be able to search/identify overridden addresses. <<< Make a Selection >>>

F The RMS system shall use the same map data or geofile as the CAD system. <<< Make a Selection >>>

1.16 Special Flags on MNI's and MLI's

The system currently in use permits users to attach special flags or alerts to people and locations that can be cross referenced. They are primarily used to alert officers of the existence of no contact orders between people and trespass orders between locations and people. The vendor is asked to explain any capabilities within the proposed system that will provide this capability.

A The system shall provide the capability to attach agency defined alerts to MNI's. <<< Make a Selection >>>

B The system shall provide the capability to attach agency defined alerts to MLI's. <<< Make a Selection >>>

C The alerts attached to MNI's shall be capable of being relationally cross referenced to other MNI's. <<< Make a Selection >>>

D The alerts attached to MNI's shall be capable of being relationally cross referenced to MLI's <<< Make a Selection >>>

E The alerts attached to MLI's shall be capable of being relationally cross referenced to MNI's. <<< Make a Selection >>>

2.0 RMS Functional Requirements

2.1 Name Subsystem – Master Name Index (MNI)

This module shall serve as the repository of the names of all subjects and entities encountered during the course of official law enforcement activities such as victims, suspects, witnesses, reporting parties, associates, business names, persons arrested and cited, registered sex offenders etc. (master name table or similar functionality).

A The system shall provide a visual indicator or flag on juvenile name records. <<< Make a Selection >>>

B The system shall provide a visual indicator or flag on registered sex offender name records. <<< Make a Selection >>>

C The system shall provide a visual indicator or flag on the name record of a deceased person. <<< Make a Selection >>>

D The system shall provide a warning when the name record of a deceased person is being attached to a report. <<< Make a Selection >>>

E The system shall provide an easy way to consolidate multiple name records if, after entry, it is determined that multiple names are in the system for the same individual. <<< Make a Selection >>>

F The vendor must explain in detail how the above mentioned consolidation occurs. <<< Make a Selection >>>

G The system shall provide an easy way to separate a single name record into multiple name records if it is determined that a single MNI actually contains data on two different people. <<< Make a Selection >>>

H The vendor must explain in detail how the above mentioned deconsolidation occurs <<< Make a Selection >>>

I The system shall provide the ability to maintain personal information on a person entered, as well as the time frames for the information. This shall include at a minimum physical description (height, weight, hair color, etc.), numeric identifiers (date-of-birth, social security, driver's license, FBI, CBI, arrest, etc.), address information, employment information, <<< Make a Selection >>>

J The systems must have the ability to capture multiple addresses and address types for each master name record. <<< Make a Selection >>>

K The community has a large student population and because of this, the multiple address types described above, must specifically include temporary student address as well as a permanent home address as address types. <<< Make a Selection >>>

L The community has a large international population and all addresses must support the ability to capture addresses outside of the United States. <<< Make a Selection >>>

M The system must have the ability to capture multiple phone numbers and phone number types for each master name record (for example: cell, home, work phone numbers). <<< Make a Selection >>>

N The community has a large international population and all phone numbers must support the ability to capture phone numbers from outside of the United States. <<< Make a Selection >>>

O The system must have the ability to capture email addresses for each master name record. <<< Make a Selection >>>

P The system shall provide the capability to link the person record with an unlimited number of photographs as well as permit the agency to specify a table-based reference to the type of photograph (for example; the photograph may be a mugshot, it may be a photo of specific scars, marks, tattoos, etc.). In many situations, these photographs may reside on different systems and the RMS shall provide a link to the photographs. The vendor shall provide details about how this functionality will be accomplished. <<< Make a Selection >>>

Q The system shall allow the user to annotate any photographs that are attached to the MNI. <<< Make a Selection >>>

R The MNI shall be relationally cross referenced to the Master Location Index Subsystem. <<< Make a Selection >>>

S The MNI shall be relationally cross referenced to the Master Vehicle Index Subsystem. <<< Make a Selection >>>

T The MNI shall be relationally cross referenced to the Master Property Index Subsystem. <<< Make a Selection >>>

U The MNI shall be relationally cross referenced to all other system modules that include information on persons. <<< Make a Selection >>>

V The MNI shall be relationally cross referenced to other records in the MNI table (other persons). <<< Make a Selection >>>

W This subsystem shall be the collection point for all information concerning a person or name, regardless of how many records are in the system for that person in the RMS. <<< Make a Selection >>>

X This "master name table" shall be automatically updated by internal transactions from other applicable RMS subsystems. <<< Make a Selection >>>

Y The RMS shall include a quick search feature using a soundex or other cross lingual or multi-key metaphone algorithm. <<< Make a Selection >>>

Z The system shall include the ability to search the entire MNI database of information, subject to data security limitations, to locate individuals as referenced in the data sets including but not limited to: Offense/Incident Reports, Arrests, Citations, Traffic Accidents, Vehicles, Impounds, Property & Evidence, Field Interviews, and Licenses & Permits <<< Make a Selection >>>

AA The RMS shall include a quick search feature where any parameter or group of parameters may be entered for any data field within the system. For example, display a brief list all records where Mr. John Doe was involved as a victim. The response shall display only those incidents where John Doe was a victim, regardless of the number of incidents where he was involved as a suspect, witness, complainant, etc. <<< Make a Selection >>>

AB The system shall have the ability to cross-reference a name to other information concerning an individual. At a minimum, the following shall be supported:

1. Address(es), <<< Make a Selection >>>
2. Phone number(s) <<< Make a Selection >>>
3. Aliases <<< Make a Selection >>>
4. Date(s) of birth <<< Make a Selection >>>
5. Physical description <<< Make a Selection >>>
6. Social security number(s) <<< Make a Selection >>>
7. Other identifying numbers (FBI and Colorado SID) <<< Make a Selection >>>
8. All reports including incident, case,, traffic accidents, citations, written warnings, arrest and field interviews <<< Make a Selection >>>
9. All other major subsystems. <<< Make a Selection >>>

AC The MNI module shall provide the ability to provide protection against the potential of either entering a duplicate name or permitting the inadvertent entry of an alias for an individual. This shall include, at a minimum, the automatic query of the master name table by a series of user-defined criteria (such as name, DOB, SSN, etc.) and then the display of all potential matches. <<< Make a Selection >>>

AD Upon the display of all potential matches the system shall provide an easy method of selecting the potential match. <<< Make a Selection >>>

AE If the person being entered is previously in the system, the operator shall only have to change those fields in the record that are either unique to this entry or different from the previous entry. There shall not be a requirement to reenter the information. <<< Make a Selection >>>

AF The RMS must provide a mechanism for identifying potential duplicate master name records. The vendor shall explain in detail what capabilities their system provides in this area. <<< Make a Selection >>>

AG It is desired that the duplicate name detection mechanism is based on multiple parameters and fuzzy logic. <<< Make a Selection >>>

AH Juvenile Records

1. The system shall provide a visual indicator on a juvenile record. <<< Make a Selection >>>
2. The system shall have the ability to calculate and display the individual's age at the time of contact. <<< Make a Selection >>>
3. The system shall have the ability to enter parent information in a way that it is tied to the juvenile name record, while at the same time it creates a unique name record for the parent. <<< Make a Selection >>>
4. The vendor shall explain in detail how juvenile name records are handled with the juvenile reaches legal age of 18 years old. Is the juvenile record converted to an adult record, or will a new name record be required <<< Make a Selection >>>

2.2 Vehicle Subsystem – Master Vehicle Index (MVI)

A The RMS shall contain a master vehicle database that tracks vehicle information entered into the system in a central database and index. <<< Make a Selection >>>

B The master vehicle database shall provide links to detailed information about vehicles stored in the system. For example, users shall not only be able to identify a list of all vehicles involved in an accident but also to obtain detailed information about each vehicle and property directly from the displayed list. <<< Make a Selection >>>

C The MVI subsystem shall provide the ability to capture motor vehicle information to include, but not limited to vehicle description, VIN, color, year, license, make, model, owner and free text field to capture additional vehicle information. <<< Make a Selection >>>

D The MVI subsystem shall support the entry of motor vehicle data according to NCIC standards and will support all NCIC defined types, makes and models. <<< Make a Selection >>>

E Vehicle records shall provide access to associated photographs. <<< Make a Selection >>>

F At a minimum, the MVI subsystem shall have the capability to track the following vehicles types: (airplanes, automobiles, boats, motorcycles, RVs, and snow machines <<< Make a Selection >>>

G The MVI shall be relationally cross referenced to the Master Location Index Subsystem. <<< Make a Selection >>>

H The MVI shall be relationally cross referenced to the Master Name Index Subsystem. <<< Make a Selection >>>

I The MVI shall be relationally cross referenced to the Master Property Index Subsystem. <<< Make a Selection >>>

J The MVI shall be relationally cross referenced to all other system modules that include information on property or vehicles. <<< Make a Selection >>>

2.3 Property Subsystem – Master Property Index (MPI)

A The RMS shall contain a master property table that tracks property information entered into the system in a central database. <<< Make a Selection >>>

B The master property database shall provide links to detailed information about property stored in the system. For example, users shall not only be able to identify a list of all items involved or stolen during a specific case, but also to obtain detailed information about each item directly from the displayed list. <<< Make a Selection >>>

C Property records shall provide access to associated photographs. <<< Make a Selection >>>

D At a minimum, the MPI system shall have the capability to track property data according to NCIC standards and defined categories. <<< Make a Selection >>>

E The MPI system shall include the ability to track the quantity and value of items entered in to the Property system. <<< Make a Selection >>>

F The Master Property system shall be relationally cross referenced to the Master Location Index Subsystem. <<< Make a Selection >>>

G The Master Property system shall be relationally cross referenced to the Master Name Index Subsystem. <<< Make a Selection >>>

H The Master Property system shall be relationally cross referenced to the Master Vehicle Index Subsystem. <<< Make a Selection >>>

I The Master Property system shall be relationally cross referenced to all other system modules that include information on property. <<< Make a Selection >>>

2.4 Location Subsystem – Master Location Index (MLI)

A All locations entered into the system (except those that are out of the GIS coverage area) shall be validated against a geofile built from the existing City GIS. <<< Make a Selection >>>

B The location subsystem shall have the ability to accept unverified addresses through a manual "override" function. These overridden addresses should be flagged with the ability to query them for easy identification. <<< Make a Selection >>>

C RMS modules shall contain a master location database that collects geographically oriented information in a central database and index. <<< Make a Selection >>>

D The MLI shall be relationally cross referenced to the Master Name Index Subsystem. <<< Make a Selection >>>

E The MLI shall be relationally cross referenced to the Master Property Index Subsystem. <<< Make a Selection >>>

F The MLI shall be relationally cross referenced to the Master Vehicle Index Subsystem. <<< Make a Selection >>>

G The MLI shall be relationally cross referenced to all other system modules that include information on locations or addresses. <<< Make a Selection >>>

H The master location subsystem shall include information about commonplace names. <<< Make a Selection >>>

I The master location subsystem shall include information about business names. <<< Make a Selection >>>

J Location data can be directly entered into the Master Location Subsystem. <<< Make a Selection >>>

2.5 Incident Management and Reporting

The incident subsystem shall collect, store, and process key information relating to dispatched incidents / crimes. In most cases, the basic information shall be collected at dispatch time through CAD, and then supplemented by the entry of the various reports.

A Calls for service and other CAD events will result in the creation of an incident record within the CAD system. However, there is no requirement that a CAD incident must be created to create RMS records. <<< Make a Selection >>>

B The RMS must support functionality to allow for "desk reports" or "walk-in" case number assignments without the need to create CAD incidents. The vendor will fully explain how their systems will meet this requirement. <<< Make a Selection >>>

C The RMS system shall have the ability to accept routinely transferred active incident records from CAD to RMS. <<< Make a Selection >>>

D The RMS shall facilitate the report approval process. Report status, whether approved, rejected, etc., shall be tracked by this module. <<< Make a Selection >>>

E The RMS system shall lock the report once it has been approved by a supervisor but will permit the unlocking of the report and allow edits by the reporting officer if the report is rejected by supervisor or records staff. <<< Make a Selection >>>

F The system administrator and other authorized users shall have the ability to unlock locked reports to make changes. All occurrences of reports being unlocked shall be noted in the audit file. <<< Make a Selection >>>

G The RMS must provide a method to identify outstanding or overdue reports. <<< Make a Selection >>>

H This module shall be relationally cross referenced to the MNI, MLI, MVI and MPI. <<< Make a Selection >>>

I The incident module shall, at a minimum, record containing boundaries (district, beat, sector, Police Reporting Area, etc.) based on validated location or determined from the geofile as related to the incident. The system shall have at least 4 levels of boundary aggregation. <<< Make a Selection >>>

J The incident module shall, at a minimum, collect and manage involved persons information (victims(s), complainant, witness(es), suspect(s), arrestee(s) as related to the incident. <<< Make a Selection >>>

K The incident module shall, at a minimum, collect and manage offense information as related to the incident. <<< Make a Selection >>>

L The incident module shall, at a minimum, collect and manage property and vehicle information as related to the incident. <<< Make a Selection >>>

M The incident module shall, at a minimum, collect and manage case details as related to the incident including at a minimum:

1. Location (including X-Y or lat/long coordinates determined from the geofile or GIS) <<< Make a Selection >>>
2. Status (open, closed, cleared arrest, etc.), <<< Make a Selection >>>
3. Dates and Times (report date and time, occurred date and time, or occurred between date and time, date case closed, etc.), <<< Make a Selection >>>
4. Incident /Case report number, <<< Make a Selection >>>
5. CAD number <<< Make a Selection >>>
6. Type of case <<< Make a Selection >>>
7. Unlimited number of supplemental reports <<< Make a Selection >>>

N The incident subsystem shall provide access to an agency defined number of original data fields entered into or captured by the CAD system, including all location data.. However, the RMS shall not be able to change any CAD information. <<< Make a Selection >>>

O The RMS screen shall alert the user if supplements are available for the incident record. <<< Make a Selection >>>

2.6 Arrest Records / Reports

The RMS along with the Field Based Reporting (FBR) shall provide the capability to capture and retain information regarding individuals arrested.

A This subsystem shall allow the capture of comprehensive arrested person demographic information. <<< Make a Selection >>>

B This subsystem shall allow the capture of information related to criminal charges, and warrants. <<< Make a Selection >>>

C This subsystem shall allow the capture of arrest information, including date and time, arrest location, arresting officer, charges, Colorado SID, FBI number, originating ORI, warrant numbers, etc. <<< Make a Selection >>>

D The location or address of the arrest must be geo-verified and processed as described in section 7.15. <<< Make a Selection >>>

E The system shall have to ability support a custom booking report as required by the Boulder County Jail. <<< Make a Selection >>>

2.7 Criminal Investigations and Case Management

A The system shall provide the capability for effective investigative case management, control, monitoring, reporting, and automatic case assignment based on the agencies' parameters. <<< Make a Selection >>>

B The system shall provide the capability to manage case materials in order to prepare cases for prosecution. <<< Make a Selection >>>

C The system shall provide the capability for users to select specific report components to print, including but not limited to:

1. Entire report, including original report, all supplements, arrest report, custom reports (booking report) and all linked files with a single command <<< Make a Selection >>>
2. Only selected report components, supplements and/or linked files to print <<< Make a Selection >>>

D The system shall provide the capability to output all documents and linked files to a case to a single pdf file. <<< Make a Selection >>>

E This system shall provide reports and alerts on unassigned cases. <<< Make a Selection >>>

F The system shall provide reports and alerts on incomplete or in process reports. <<< Make a Selection >>>

G This system shall provide reports on case status summary (case closing analysis). <<< Make a Selection >>>

H This system shall provide reports and alerts on case aging. <<< Make a Selection >>>

I This system shall provide reports on assigned cases (investigator workload). <<< Make a Selection >>>

J This system shall provide reports on department case counts. <<< Make a Selection >>>

K This system shall provide reports on case activity summary (electronic log book). <<< Make a Selection >>>

L This system shall provide reports on follow-up due report. <<< Make a Selection >>>

M The system must provide the capability in case management to permit any officer to add comments to the case activity summary. <<< Make a Selection >>>

N The system shall have the ability to notify the investigator when any officer or detective reopens a case. <<< Make a Selection >>>

O The system shall have the ability to clear multiple cases with single entry. <<< Make a Selection >>>

P The system shall have the ability to when a case is closed or cleared through case management; the entry also updates the status of the case report. <<< Make a Selection >>>

Q The system shall be configurable to notify victims (via e-mail or printed letter) when their cases have reached specific milestones such as initial case assignment (including the name and contact information for the assigned investigator), inactivation (including reason for inactivation), other case closures, etc. <<< Make a Selection >>>

R This system shall allow for the linking of various forms of data files to the case file as described in section 7.13. <<< Make a Selection >>>

S This system shall allow the storage and/or cross referencing of evidence captured by digital cameras such as the recording of crime scenes or other picture evidence. <<< Make a Selection >>>

T The system shall link investigative case activity to original and supplemental criminal offense / incident reports in the system. The investigative case will be composed of the original offense / incident report, all supplements, property & evidence records, arrests, and other miscellaneous files and data. <<< Make a Selection >>>

U This system shall be relationally cross referenced to the MNI, MLI, MVI and MPI. <<< Make a Selection >>>

V The system shall include notification of investigative supervisors of the existence of new cases pending assignment. <<< Make a Selection >>>

W The system shall support the use of automatic case routing based upon the type of case, and other geographic attributes such as the reporting district, beat, etc. <<< Make a Selection >>>

X The system shall provide a means to assign cases, monitor investigative progress, and initiate dispositions. <<< Make a Selection >>>

Y The system shall provide for an investigative case journal.

1. The system shall support the linking of photos and scanned documents to the online investigative case journal. <<< Make a Selection >>>

Z The system shall provide tickler notification to supervisory personnel based upon a case's time in a particular status. <<< Make a Selection >>>

AA The system shall provide tickler notification to investigative personnel relating to other system activities such as lack of service activity on a warrant or time in status of property items. <<< Make a Selection >>>

AB The system shall have the ability to create a "watch" of specific names, vehicles or locations and provide electronic notification to investigators. <<< Make a Selection >>>

AC This system shall show related suspects / offenders and related case numbers. <<< Make a Selection >>>

AD The system shall provide the ability to produce a witness list for each case <<< Make a Selection >>>

AE The system shall provide the ability to produce a comprehensive list of Property & Evidence associated with each case. <<< Make a Selection >>>

AF The system shall have the ability to notify Property & Evidence of case disposition information in order that property and evidence can be destroyed or returned to owners in a timely manner. <<< Make a Selection >>>

AG The system shall provide the capability to identify and flag cases that originated in other agencies. <<< Make a Selection >>>

AH The system shall provide the ability to secure investigative files and keep them confidential by security level and user profile. <<< Make a Selection >>>

AI The system shall provide the ability to secure and track Confidential Informants and individuals whose identity is to remain confidential. <<< Make a Selection >>>

AJ The system shall have the ability to produce "Hot Sheets" or intelligence bulletins through the selection of incident/report data culled from system records and aggregating selected data elements into an electronic Hot Sheet, including but not limited to stolen vehicles, missing persons, and felony warrants issued. <<< Make a Selection >>>

2.8 Field Interviews

A This system shall capture information from Field Interview (FI) cards or field interviews captured via the Field Based Reporting Application. <<< Make a Selection >>>

B The field interview system shall allow capture of data to include, but not limited to location of contact, name of contacted party, date, time, vehicle, property and narrative. <<< Make a Selection >>>

C The field interview system shall interact with the master locations, master name and master vehicle, and master property systems. <<< Make a Selection >>>

D The system shall support the capture, linking and storage of photographs captured during the Field Interview process. <<< Make a Selection >>>

E Information from the FI subsystem shall be available to the crime analysis system in order to establish relationships between reported offenses and field interviews. <<< Make a Selection >>>

F This subsystem shall be available for query by investigative and crime analyst personnel in aligning suspects with criminal occurrences. <<< Make a Selection >>>

G The system shall automatically populate the appropriate data fields if the subject person's information has been previously entered in the MNI. <<< Make a Selection >>>

H The system shall automatically populate the appropriate data fields, if a vehicle involved in the FI has been previously entered into the MVI. <<< Make a Selection >>>

I Any master entities (people, vehicle, location, property) that are included in a single FI shall systematically be relationally linked. <<< Make a Selection >>>

J The officer shall have the ability to "update" the data fields with new / updated information regarding the person, property, location or vehicle. The previous information shall be retained by the system and displayed when queried. <<< Make a Selection >>>

K The vendor shall describe their system's capability to support field-based electronic field interview completion (smartphone app) and how the completed reports / interviews are integrated with the RMS system. <<< Make a Selection >>>

L The system shall provide the capability to purge FI information including entities associated only with the FI after certain aging criteria have been met. The vendor shall discuss in detail the capabilities provided by the system in this area. <<< Make a Selection >>>

2.9 Citations

The proposed RMS shall include a Citations/Written Warnings module for capturing, storing and retrieving all types of citations issued by the Agency.

A The system must be capable of capturing data on the various summons forms. The captured data must include, but not be limited to:

1. Citation Number <<< Make a Selection >>>
2. Case Number <<< Make a Selection >>>
3. Cited Person's Information (name, address, etc.) <<< Make a Selection >>>
4. License Plate <<< Make a Selection >>>
5. Vehicle information <<< Make a Selection >>>
6. Violation(s) <<< Make a Selection >>>
7. Validated Location (including a coordinate or latitude / longitude and a location) <<< Make a Selection >>>
8. Date and Time of violation <<< Make a Selection >>>
9. Officer Issuing Citation <<< Make a Selection >>>
10. Court date and time <<< Make a Selection >>>

B This subsystem shall track both violations and warning citations. <<< Make a Selection >>>

C The system shall provide agency configurable capability to integrate citations with the MNI, MLI, MVI and MPI. <<< Make a Selection >>>

2.10 Property and Evidence Management / Property Room

This module shall be used to capture and maintain information and records regarding property and evidence identified on incident reports.

A Although the agency does not intend to do a full data conversion from the current system to the new system it is imperative that the chain of custody for existing property items be maintained between the old system and the new. The vendor is invited to offer any suggestions or approaches that will permit this without a full data conversion. This is a very high priority item <<< Make a Selection >>>

B The system shall require that all system categories of property be searched prior to allowing entry of new property records. <<< Make a Selection >>>

C All property and evidence shall be entered into the RMS only once and carried throughout the RMS system wherever the data fields occur. <<< Make a Selection >>>

D D. This system shall provide for entry of information pertaining to a particular item of property or evidence such as date, time, location of the property event, officer(s) involved, description of the property, the quantity and value (estimated or known) of the property, serial numbers, category or article codes, brand names, etc. <<< Make a Selection >>>

E This module shall be relationally cross referenced to the MNI, MLI, MVI and MPI. <<< Make a Selection >>>

F The system shall allow a system administrator to define the numbering syntax for property and evidence entries. <<< Make a Selection >>>

G The system shall have the ability to associate property items to person(s) within an offense/incident report. <<< Make a Selection >>>

H The system shall have the ability to associate property or evidence to multiple case numbers and one main case number. <<< Make a Selection >>>

I The system shall allow digital photos of property/evidence and associate the photos as links to single or multiple case reports to avoid holding property. <<< Make a Selection >>>

J The system shall have the ability to secure digital images through user permissions. <<< Make a Selection >>>

K The system shall have the ability to print out or view an audit log whenever anyone accesses a link to evidentiary digital <<< Make a Selection >>>

L Information pertaining to any property item shall include storage location, identifying number (if any), next action to be taken, date to be taken, present status, etc. <<< Make a Selection >>>

M	The system shall have the ability to generate a report of items pending intake.	<<< Make a Selection >>>
N	The storage locations shall be table defined and able to be selected from a drop down list or manually entered upon entry of a property item.	<<< Make a Selection >>>
O	The system shall have the ability to print out bar coded property/evidence labels with detailed agency defined information that can be attached to the item or evidence container.	<<< Make a Selection >>>
P	The system shall have the ability to track and change property locations (for example: bin, out to CBI lab, etc.) for individual items or a group of items and set return date reminders with a single transaction..	<<< Make a Selection >>>
Q	The system shall allow inquiries to include, but not limited to case number, tag number, tag and item number, serial number, owner applied number, partial serial number, and / or description.	<<< Make a Selection >>>
R	The system shall have the ability for authorized individuals or groups to capture and change disposition information for all evidence, to include, but not limited to: date of disposition, disposition method (for example: hold, destroy, return to owner, etc.), reason for hold, review date.	<<< Make a Selection >>>
S	The system shall have the ability to notify or flag other users of entry or change to disposition information.	<<< Make a Selection >>>
T	The system shall have the ability to accept expiration dates or statute of limitation expiration dates for retention tracking and reporting.	<<< Make a Selection >>>
U	The system shall have the ability to alert the Property Officer prior to the time that the statute of limitations is exceeded for disposal of the property, and shall provide the ability to create lists of property to be sold or disposed of and generate receipts accordingly.	<<< Make a Selection >>>
V	The system shall be capable of printing a property room inventory list on demand. This list may be displayed on the workstation or printed on any printer on the network.	<<< Make a Selection >>>
W	The system shall maintain "chain-of-custody" of all criminal offense evidence as it is moved between the property room and various other locations such as labs, prosecutor's office, courts, etc.	<<< Make a Selection >>>
X	The system shall have the ability to provide an audit log of all transactions for chain of custody tracking by individual item, or by case number.	<<< Make a Selection >>>
Y	The system shall have the ability to identify items with incomplete chains of custody or missing locations.	<<< Make a Selection >>>
Z	The system shall provide tools to expedite the inventory of the property rooms and storage facilities to include electronic inventory reconciliation. The vendor shall identify these tools.	<<< Make a Selection >>>
AA	The system shall use bar coding technologies to identify all property and evidence maintained in the RMS system and stored in the property room or other remote facilities.	<<< Make a Selection >>>
AB	The system shall support printing of bar code labels and property report during the intake process.	<<< Make a Selection >>>
AC	The system shall use wireless bar code readers to facilitate efficient use and allow for capture and storage of bar code information in the property room or other locations within the various agencies' facilities.	<<< Make a Selection >>>
AD	The system shall allow a system administrator to define the numbering syntax for bar code numbers.	<<< Make a Selection >>>
AE	The system shall allow for use of electronic signature pads.	<<< Make a Selection >>>
AF	Entry of information related to searchable (serial number, owner applied number, etc.) property that is recovered, found, or submitted as evidence has the ability to initiate an automatic query to the CCIC/NCIC stolen property databases. Therefore, it is desired that the data fields use the NCIC standard coding for validation of all property data entered.	<<< Make a Selection >>>
AG	The system shall automatically generate inquiries to the CCIC/NCIC stolen property database on regular agency defined intervals for all serialized and OAN property items as long as the items are in the custody of the property room.	<<< Make a Selection >>>
AH	The system shall have the ability to batch intake and release and allow movement of multiple items through a single	<<< Make a Selection >>>
AI	The system shall generate pre-defined or custom letters to property owners to include auto populating owners name and address, and generate address labels.	<<< Make a Selection >>>
AJ	The system shall generate property transmittal letters for items sent to CBI or FBI.	<<< Make a Selection >>>
AK	The system shall have the ability to print receipts for items received in P&E (for example: receipt for "finder" when turning in found property).	<<< Make a Selection >>>
AL	The system shall minimize manual entry of data by populating persons' information from a driver license swipe when documenting who property/evidence is released to.	<<< Make a Selection >>>
AM	The system shall have the ability to notify Property & Evidence when an officer or detective clears a case by exception or unfounded.	<<< Make a Selection >>>
AN	The system shall have the ability for an officer or detective to generate a disposition form.	<<< Make a Selection >>>
AO	The system shall have the ability to perform audits of cash received.	<<< Make a Selection >>>
AP	Does the system have the ability to read current vendor property and evidence bar codes?	<<< Make a Selection >>>
AQ	Does the system have the ability to interface with third party property & evidence vendor systems? If so what systems?	<<< Make a Selection >>>
AR	Does the system allow for "found property" to be entered without the completion of an Incident Report?	<<< Make a Selection >>>

2.11 Pawns

A	The system shall have the ability to collect, store and track pawn data.	<<< Make a Selection >>>
B	The system shall be cross referenced to the Master Property Index (MPI) in order to compare pawn data with lost or stolen property.	<<< Make a Selection >>>
C	The system shall allow queries of pawn data by date, property type, location, person, etc.	<<< Make a Selection >>>
D	The system shall support the ability to analyze pawn data versus stolen property data to identify trends and patterns, and create to support analysis.	<<< Make a Selection >>>
E	The vendor shall identify any existing interfaces with external data exchanges, specifically LeadsOnline.	<<< Make a Selection >>>

2.12 Accident / Traffic Records

A	The system shall support the storage of all data captured, including diagrams during the completion of the State of Colorado Traffic Accident Report (DR447).	<<< Make a Selection >>>
B	The system shall have a mechanism to audit accident report data elements during entry to identify errors to ensure data validity and compliance with State of Colorado requirements.	<<< Make a Selection >>>
C	Accident diagrams shall be linked to the accident report and directly accessible from the report.	<<< Make a Selection >>>
D	The system shall support the linking of photographs to the accident report and be directly accessible from the report.	<<< Make a Selection >>>
E	The system must support the printing of the State of Colorado Traffic Accident Report as an exact facsimile of the paper form (DR447).	<<< Make a Selection >>>
F	Accident diagrams shall be capable of being exported as image files as well as the native file structure that was used to create the drawing.	<<< Make a Selection >>>
G	This system shall include inquiries by location or location range, time range, vehicle description, persons involved, and report number. Other parameters may be provided as well.	<<< Make a Selection >>>
H	The system must support field based accident report completion specified later in this document.	<<< Make a Selection >>>
I	The Traffic Accident Approval process shall follow the same approval process of incident/case reports.	<<< Make a Selection >>>
J	This Traffic Accident module shall be relationally cross referenced to the MNI, MLI, MVI and MPI.	<<< Make a Selection >>>
K	The system shall provide a relational linkage between the accident report and any citations issued a result of the accident.	<<< Make a Selection >>>
L	The system shall provide a relational linking between the accident report and any arrests reports that that were the result of the accident.	<<< Make a Selection >>>
M	The system shall provide the same level of relational linking between entities (people, vehicles, locations, property items) identified in the accident report that exists in a non-traffic law enforcement incident or crime report.	<<< Make a Selection >>>
N	The vendor shall indicate how the accident scene drawing is to be accomplished and linked to the output report.	<<< Make a Selection >>>
O	The system shall use selected data from the accident reports and moving citations to develop various statistical reports and correlation reports by types of accidents, locations, day, time, conditions, etc.	<<< Make a Selection >>>
P	Data available for analysis shall include all fields required on the Colorado State Accident Report.	<<< Make a Selection >>>
Q	The Traffic Accident module shall provide the capability to select, extract and export traffic and citation data in standard formats such as Excel and Access.	<<< Make a Selection >>>
R	This system shall allow for presentations of information in a map-based format.	<<< Make a Selection >>>

S Ideally the agency would like to electronically transfer the accident reports to the State of Colorado Department of Motor Vehicles. The vendor shall describe any experience they have with other Colorado law enforcement agencies related to electronic submission. <<< Make a Selection >>>

T The vendor shall identify any experience the vendor has importing accident data from the "Report Beam" traffic accident reporting tool. (www.reportbeam.com) <<< Make a Selection >>>

2.13 Crime Analysis

The crime analysis system shall be used to analyze crime patterns and crime series, and produce both specific reports from a particular search as well as standard periodic reports.

A The system shall allow access to incident/case reports, supplemental reports and field interview as soon as they are entered in to the RMS. These reports may be identified by a crime analysis log, however log entries should be triggered as soon as case information is entered in the RMS, not after supervisor approval. <<< Make a Selection >>>

B The system shall have the ability to gather and analyze all information contained in an incident/case report to aid in the research and analysis of unsolved criminal acts. <<< Make a Selection >>>

C This system shall produce crime specific summary reports (analysis of specific crimes, including vehicles, and the MO of suspects, etc.). <<< Make a Selection >>>

D This system shall produce pattern analysis (analysis of developing crime patterns used to spot new or changing crime patterns). The vendor shall explain in detail how the analysis is conducted. <<< Make a Selection >>>

E This system shall produce time summary reports (crime analysis by time of day and day of week). <<< Make a Selection >>>

F The system shall have the capability to perform ad hoc queries and export the result in a standard file format to other applications (Microsoft Word®, Microsoft Excel®, etc.). <<< Make a Selection >>>

G The system shall provide "query by example" capabilities such that the system will present to the user screens that are comparable to those that are used to display data on to which the user will enter query parameters after which the system will respond with a list of records matching the query example. <<< Make a Selection >>>

H The system shall allow for unlimited search capabilities, without the necessity of writing a separate ad hoc report. <<< Make a Selection >>>

I The vendor shall specify if the Crime Analysis component utilizes a separate database or utilizes the same database as the RMS. <<< Make a Selection >>>

J The system shall allow for changes and modifications to be made to the data, including crime type, location, occurrence times, etc. in the crime analysis information which would not affect data in the RMS, or cause the original data to be <<< Make a Selection >>>

K The vendor shall specify any advanced statistical analysis capabilities of the subsystem such as, mean, standard deviation, median, sample variance, analysis of variance, skewing, etc. <<< Make a Selection >>>

L This subsystem shall have the ability to present information in textual or color-coded graphical formats (tables, charts and graphs). <<< Make a Selection >>>

M The system must be able to accept geographic map layers from the City's catalogues. <<< Make a Selection >>>

N The system shall incorporate crime mapping capabilities to include at a minimum: incident pin mapping, thematic mapping, hot spot maps and the ability to perform analysis based upon user defined and ad hoc geographic boundaries.). <<< Make a Selection >>>

O The vendor shall identify any spatial analysis tools incorporated into the subsystem. <<< Make a Selection >>>

P This system shall have the ability for Crime Analysts to create and modify a variety of daily reports. <<< Make a Selection >>>

Q The Crime Analysis system shall provide the capability to select, extract and format data to export to external systems using standard formats. <<< Make a Selection >>>

R The system shall support the selection of specific cases and case information and export of this information to Crime View or comparable program. <<< Make a Selection >>>

2.14 Known Offenders

A This module shall process and store data pertaining to known offenders, such as sex offenders, narcotics offenders, and applicable parolees. <<< Make a Selection >>>

B Information available shall include the subject's physical description, residence (past and present), traits, MOs, associates, convictions, involvement in incidents handled by Law enforcement, case dispositions, and present status. <<< Make a Selection >>>

C Pertinent information shall be obtained from arrest reports, crime reports, citations, traffic reports, registrations and license applications, , etc. <<< Make a Selection >>>

D This module shall be relationally cross referenced to the MNI, MLI, MPI and MVI. <<< Make a Selection >>>

E The vendor shall explain any other capabilities or features of their proposed system regarding known offenders. <<< Make a Selection >>>

2.15 Criminal Intelligence Information

A The Criminal Intelligence Information Module shall be segregated from the remainder of the RMS to satisfy the requirements of 28 CFR part 23. <<< Make a Selection >>>

B This reporting module shall process and display selected data that may be used to list and display names of individuals arrested for committing crimes or being involved in criminal acts. <<< Make a Selection >>>

C Tables and / or records associated with this module shall have the ability to be encrypted, as well as limited access to only specific workstations. <<< Make a Selection >>>

D This subsystem shall allow tracking of information regarding person, locations, vehicles, etc., which may be of an interest to law enforcement. <<< Make a Selection >>>

E This module shall allow the input of information in various forms such as scanned images, digital photos, scanned documents, etc. <<< Make a Selection >>>

F This module shall be relationally cross referenced to the MNI, MLI, MVI and MPI but the references shall only be visible from the Intelligence module. <<< Make a Selection >>>

G This module will have the ability to interface with outside Fusion Centers. <<< Make a Selection >>>

H This module shall provide the data to export or transmit data to regional organized crime centers and other regional intelligence centers. <<< Make a Selection >>>

2.16 Gang Activity

A The system shall include a module to track gang activity and gang information. <<< Make a Selection >>>

B The Gang Activity Module shall be segregated from the remainder of the RMS to satisfy the requirements of 28 CFR part <<< Make a Selection >>>

C The module shall capture information as to group meetings. <<< Make a Selection >>>

D The module shall capture information as to gang members and associates. <<< Make a Selection >>>

E The module shall capture information as to gang events. <<< Make a Selection >>>

F The module shall capture information as to gang locations. <<< Make a Selection >>>

G The module shall provide the ability to associate any/all information contained within this module with information contained in other RMS modules for the purpose of developing patterns and associations. <<< Make a Selection >>>

H The module shall be able to accept information from the FBR based Gang information Cards. Update of the system shall only occur after a member of the gang unit has reviewed and approved the information. <<< Make a Selection >>>

2.17 Incident Reporting Requirements

A Completed reports shall be available for review by the report author, responsible supervisor(s), and other designated persons (with proper user authentication) in the RMS and FBR. <<< Make a Selection >>>

B The RMS/FBR shall allow field reports that have been submitted but not approved to be viewed and searched by other users of the RMS system, but with the report clearly identified as pending approval. <<< Make a Selection >>>

C The RMS/FBR shall allow RMS/FBR users to view incomplete reports that have been saved to the FBR server by other <<< Make a Selection >>>

D The system shall have the ability for the agency to define the report approval process. <<< Make a Selection >>>

E The system shall notify supervisory personnel of reports awaiting review and notify the report writer of reports returned for correction via email or when the individual logs onto the RMS or FBR. <<< Make a Selection >>>

F Supervisors must be able to recall reports for review, return reports to the queue as needed or assign to other personnel, and append notes to a report for return to a report writer for editing or correction. <<< Make a Selection >>>

G The supervisors shall be able to access the system to recall and review reports from any workstation or mobile device. <<< Make a Selection >>>

H The RMS / FBR shall have multi-level report approval process. <<< Make a Selection >>>

I The RMS/FBR shall support more than one workflow process. <<< Make a Selection >>>

2.18 Web Self Reporting

A The system shall support the entry of crime report information over the Internet by citizens. <<< Make a Selection >>>

B The system shall be configurable to allow the system administrator to specify what crime types shall be permissible to enter via the Web reporting component. <<< Make a Selection >>>

C The system shall be configurable to allow agency personnel to specify mandatory fields in the web reporting module. <<< Make a Selection >>>

D The system must allow the review and approval process to be customizable for web reported crimes. <<< Make a Selection >>>

E The system shall perform checks on the information entered to ensure that the crime being reported is permitted to be reported on-line (i.e. tally of items to ensure that the loss is below a user configured amount or no suspect information can be entered, etc.) <<< Make a Selection >>>

F The web application shall perform the same level of data and address validation as the FBR and RMS systems. <<< Make a Selection >>>

2.19 Equipment Maintenance / Inventory System

A This system shall be used to assist the various divisions within the agencies in managing inventory levels, and the inspection and maintenance of equipment other than vehicles. <<< Make a Selection >>>

B The system shall track equipment expiration dates. <<< Make a Selection >>>

C The systems shall support the documentation of equipment that has been repaired, destroyed or sold. <<< Make a Selection >>>

D The system shall support the use of bar codes and bar code scanning devices. <<< Make a Selection >>>

E The outputs shall include the ability to produce inventory reports, which may be selected by equipment ID number, type of equipment, type of activity, date range, etc. <<< Make a Selection >>>

F This system shall provide basic inventory capabilities that serve the agency's' needs for the accounting of equipment and supplies in inventory or assigned to personnel. <<< Make a Selection >>>

G The system shall support agency defined categories of equipment and supplies to be tracked such as uniform items, protective equipment, weapons and radio equipment. <<< Make a Selection >>>

H The system shall track equipment issued to include, but not limited to: check-in and check-out dates and times, individual receiving equipment and condition of equipment. <<< Make a Selection >>>

I At a minimum, data entry fields shall be provided for Personnel Identifier, Type of Equipment, Make, Model, Year purchased, Year for replacement, Vendor information. <<< Make a Selection >>>

J Inventory of equipment assigned to Departmental vehicles shall be recorded within this system. <<< Make a Selection >>>

K The system shall provide extensive use of bar coding and bar scanning devices. <<< Make a Selection >>>

2.20 Personnel and Training

A The system shall provide for the maintenance of current employee and applicant information. <<< Make a Selection >>>

B The system shall include the employee's demographic information. <<< Make a Selection >>>

C The system shall include the employee's address. <<< Make a Selection >>>

D The system shall include the employee's telephone numbers. <<< Make a Selection >>>

E The system shall include the employee's emergency contact information. <<< Make a Selection >>>

F The system shall include employment information and history. <<< Make a Selection >>>

G The system shall include the individual's agency. <<< Make a Selection >>>

H The system shall include the employee's ID / badge number. <<< Make a Selection >>>

I The system shall include the employee's special skills. <<< Make a Selection >>>

J The system shall include the employee's training information including certifications and recertification requirement dates. <<< Make a Selection >>>

K The system shall at a minimum, be able to generate a list of personnel who are nearing their recertification dates and a reminder letter / message / email notifying affected individuals and their supervisors. It is highly preferred that the system provide an automatic tickler function to provide this notification. <<< Make a Selection >>>

L The system shall have the ability to print and transmit training records as needed. <<< Make a Selection >>>

M The training system shall integrate with the scheduling system specified below to records and maintain records of roll call training that is conducted.

1. The system shall record and maintain a record of the training conducted <<< Make a Selection >>>
2. The system shall record and maintain the date, time and duration of the training conducted. <<< Make a Selection >>>
3. The system shall utilize the integration with the scheduling system to record the personnel present during the training without requiring the entry of personnel information. <<< Make a Selection >>>

2.21 Staff Scheduling

The system shall include a simple, easy to use staff scheduling module

A The system shall be designed to support the requirements of a Law Enforcement Agency and the Fair Labor Standards Act. <<< Make a Selection >>>

B The system shall have the ability to create and maintain schedules. <<< Make a Selection >>>

C The system shall have the ability to record officers' days on, days off and assigned shift hours. All exceptions to the schedule must be recorded. <<< Make a Selection >>>

D The system shall production of a duty roster – past and present. The system shall also have the ability to produce a future duty roster based on past staffing patterns. <<< Make a Selection >>>

E The system shall allow personnel to view the live schedule from remote computers. <<< Make a Selection >>>

F The system shall allow management to conduct staffing analysis, as well as produce ad-hoc reports of schedule data. <<< Make a Selection >>>

G The scheduling module shall facilitate the creation and maintenance of schedule patterns and blank duty rosters. <<< Make a Selection >>>

2.22 Automobile Impound Tracking

A This system shall track information related to the impounding of vehicles and shall interact with arrest, offense, and accident information in the RMS system. <<< Make a Selection >>>

B The system shall be relationally cross referenced to the MVI. <<< Make a Selection >>>

C The system shall capture impound data to include, but not limited to the data contained in an MVI record, driver, tow company, tow from location, tow to location, vehicle value, impound date, release date, and accumulated fees. <<< Make a Selection >>>

D The system shall maintain an inventory of all vehicles that have been impounded, impound dates and the location which shall either be displayed on the terminal / workstation or printed on any printer within the RMS environment. <<< Make a Selection >>>

E The system shall have the ability to capture, maintain and track an inventory of vehicles that have been placed on police hold for investigative purposes. <<< Make a Selection >>>

F The system shall have the ability to provide an audit log of all transactions for hold vehicle chain of custody tracking by vehicle, or by case number. <<< Make a Selection >>>

G The system shall provide the capability to capture and maintain information regarding the inventory of the vehicle such as items identified, items removed, officer(s) and / or person performing the inventory, etc. <<< Make a Selection >>>

H When vehicle queries are performed (either manually or automatically) the information in this subsystem shall be included. <<< Make a Selection >>>

I The automobile impound system shall automatically query CCIC / NCIC for wanted and stolen information on entered vehicles. <<< Make a Selection >>>

J The system shall also generate reports / forms regarding impounded vehicle status, owner notifications, and vehicles ready for sell / auction, etc. <<< Make a Selection >>>

2.23 Registrations

A This system shall expedite, facilitate and track the creation of registrations issued by the Agency. <<< Make a Selection >>>

B The system shall provide the capability to capture and track information gathered and process based upon agency defined parameters and the type of registration. <<< Make a Selection >>>

C The names, address, vehicle, and other detailed personal information shall be captured for individuals / locations registering or applying for permits / licenses and included in the MNI, MLI, MVI and MPI as applicable. <<< Make a Selection >>>

D Relevant entries into the master databases (name, property, vehicle, and location) shall be automatically accomplished by the system. <<< Make a Selection >>>

E The vendor shall create / modify specific forms and data entry screens to allow entering, storing, retrieving, and manipulating multiple types of registrations such as computers, laptops and bicycles. <<< Make a Selection >>>

F This module shall be relationally cross referenced to the MNI, MLI, MVI and MPI <<< Make a Selection >>>

2.24 Sex Offender Registration

The sex offender registration system shall be supported by the RMS and FBR Systems.

A The system shall include a sexual offender registration module that supports both registration and verification of registrants in compliance with Colorado Law. <<< Make a Selection >>>

B The system must support different levels of registrants as well as registration dates. <<< Make a Selection >>>

C The system shall be relationally referenced to the MNI, MLI, MVI and the incident subsystems. <<< Make a Selection >>>

D Name records of registered sex offenders will be easily identified by a visual indicator or flag. <<< Make a Selection >>>

E The system shall have the ability to produce a pdf file of specific sex offenders for publication to a website. <<< Make a Selection >>>

F The information in the system shall be capable of being exported to other systems. <<< Make a Selection >>>

G All information entered into the module shall be verified against the master indices in the system including specifically and automatic inquiry into the MNI, MLI and MVI as information is entered. <<< Make a Selection >>>

H The system shall include the capability to create geographic based reports for distribution to field personnel to verify address and residency information. The verification process shall be supported by the FBR. <<< Make a Selection >>>

I The system shall support the inclusion of multiple digital images of registrants including facial photos, scars, marks and tattoos. <<< Make a Selection >>>

J The system shall support an approval process that will allow the entry of information into the system on a pre-approval basis, but require approval before it is included in the system permanently. <<< Make a Selection >>>

2.25 Animal Control

The system shall include or interface to an Animal Control System that satisfies the following requirements, along with fully integrating to the rest of the proposed RMS including the Master Indices.

A The system shall provide the capability to record and maintain animal complaints as well as the resolution of the complaint. <<< Make a Selection >>>

B The system shall support the capability of recording and maintaining information on specific animals, including wildlife. <<< Make a Selection >>>

C The system shall have the ability to capture animal data to include, but not limited to animal type, breed, color, size, age, name, license information, and owner information. <<< Make a Selection >>>

D The system shall provide the capability to record and maintain information on people identified in animal complaints or citations as well as their role. <<< Make a Selection >>>

1. It shall be the agency's option to link people identified in animal control with the Master Persons Index. <<< Make a Selection >>>

E The information on both people and animals should include the capability to include address and location information. <<< Make a Selection >>>

F The system shall have the ability to capture and track animal impound data to include, but not limited to impound date and time, location of contact, animal information (described above), impound location, and release date. <<< Make a Selection >>>

G The system shall provide a means of recording and maintaining data contained in citations by animal control officers. <<< Make a Selection >>>

H The system shall provide a level of role based security to permit animal control officers a limited view of the RMS <<< Make a Selection >>>

I It is highly desired that all functions of the animal control system be provided in a Field Based application that will operate on either tablet devises or laptops. <<< Make a Selection >>>

J The vendor shall provide a description of any other features included in the animal control system proposed. <<< Make a Selection >>>

3.0 Field Based Reporting Functional Requirements

The city would like to provide a Field Based Reporting (FBR) system for our MDC units. Ideally the FBR is an extension of the RMS to the mobile computing devices installed in agency units. The following paragraphs describe the requirements of the Field Based Reporting application.

A All requirements identified in this section are applicable to the deployment of the application on both laptop computers as well as tablet devices. <<< Make a Selection >>>

B All requirements identified in section 7.12 Intelligent Forms shall be applicable to the Field Base Reporting System. <<< Make a Selection >>>

C All data entered in the system shall be encrypted while on the mobile device and while being transmitted. <<< Make a Selection >>>

D The FBR shall support the capability for the agency to create additional report / incident forms as needed and to modify the forms in use as needed without the assistance of the vendor. <<< Make a Selection >>>

E The FBR shall support the capability for the agency to add additional fields to the database as required without assistance from the vendor. <<< Make a Selection >>>

F The FBR shall minimize manual entry of data by populating persons' information from a driver license swipe. <<< Make a Selection >>>

G The FBR shall minimize manual entry of data by populating vehicle information from a DMV return <<< Make a Selection >>>

H The FBR shall minimize manual entry of data by populating location from GPS. <<< Make a Selection >>>

I The field report submission and review process shall enable field units to submit written reports directly to the FBR server from the field. <<< Make a Selection >>>

J The system shall permit supervisors to review submitted reports in the field or from any workstation connected to the FBR or RMS system and approve / reject the reports. <<< Make a Selection >>>

K The system shall support the notification of the originating officer if a report was rejected as well as any corrections required by the reviewing supervisor. <<< Make a Selection >>>

L Reports approved by a supervisor will be routed to the next stage in the report approval process based on the defined workflow (for example validation, investigative case assignment, etc.). <<< Make a Selection >>>

M The system shall allow for a configurable workflow process based on the type of report being submitted. <<< Make a Selection >>>

N The system shall notify supervisory personnel of reports awaiting review. <<< Make a Selection >>>

O Supervisors must be able to recall reports for review, return reports to the queue as needed, or assign to other personnel, and append notes to a report for return to a report writer for editing or correction. From any workstation including mobile devices. <<< Make a Selection >>>

P Report data shall be able to be saved automatically by the Client Application so that data is not lost due to lost connectivity or because the user neglected to save the information manually. <<< Make a Selection >>>

Q The report author shall be able to submit an incomplete report to save it for later retrieval and completion. Incomplete reports shall be able to be retrieved by the author over the mobile data application to the mobile computer for this purpose. <<< Make a Selection >>>

R An incomplete report shall not be permitted to be submitted without special action that warns the author that the report shall be submitted in an incomplete state and requires completion prior to being reviewed for approval. <<< Make a Selection >>>

S Incomplete reports shall be able to be retrieved by the author at any in-station computer connected to the RMS / FBR. <<< Make a Selection >>>

T Once reports are completed (and approved as dictated by the report workflow) they shall be forwarded in real time to the RMS in a form that is compatible with the RMS data element formats. <<< Make a Selection >>>

U The FBR module shall provide geographic validation capability such that all address or location information entered into the FBR module is validated against a geofile that shall return correct coordinate data as well as any administratively or geographically defined boundary. <<< Make a Selection >>>

V The geographic validation as required above must be geo-verified and processed as described in section 7.15. <<< Make a Selection >>>

W The FBR module shall provide assistance in collection of data, possibly in the form of hierarchical questions based on the offense, and the subsequent coding of crimes, possibly through the use of drop down NIBR codes. <<< Make a Selection >>>

X	The FBR module shall provide guided data entry based upon the type of crime or incident being processed or the process being completed (such as providing forms, fields or questions that ensure that all of the elements of a crime have been captured).	<<< Make a Selection >>>
Y	The system shall have intelligent form capability such that the system shall modify the order of form presentation during data entry based upon previously entered information.	<<< Make a Selection >>>
Z	The system shall have intelligent form capability such that the system shall modify the mandatory / optional nature of fields based upon previously entered information.	<<< Make a Selection >>>
AA	The system shall have intelligent form capability such that the system shall include intelligent validation table selection (only valid entries are selectable based on previously entered data, such as only permitting MO information relating to burglaries if the incident is a burglary).	<<< Make a Selection >>>
AB	The system administrator shall be able to define the structure of the intelligent form process such that they will define the required mandatory fields, the drop downs to be utilized and the order and selection of forms displayed.	<<< Make a Selection >>>
AC	Information shall be entered one time into a report, and the data shall be available for other reports to share without reentering the data. The traditional mode of "cut and paste" on a field-by-field basis is not acceptable. Where possible, the data shall be pre-filled from a CAD dispatch, magnetic swipe or bar code scan.	<<< Make a Selection >>>
AD	The FBR module shall have the ability to capture and include photographs.	<<< Make a Selection >>>
AE	The FBR module shall facilitate the completion of reports and forms such as citations, warning citations, , incident report, supplemental report, traffic accident, field interview, etc.	<<< Make a Selection >>>
AF	The FBR module shall permit the creation of any number of different report forms by the City.	<<< Make a Selection >>>
AG	The FBR module shall have navigational buttons, scrolling lists, "write-in" text boxes, and pop-up windows shall be available to assist the report writer.	<<< Make a Selection >>>
AH	Help screens shall be context sensitive and available by mouse or keyboard command. The help program shall contain a search engine, hypertext links, hierarchical contents, and the ability to move back and forth through previously viewed help windows.	<<< Make a Selection >>>
AI	The FBR module shall support multimode input (i.e., touch screen, keyboard, highlight and select, drag and drop, and pen-drawn text), as well as cut and paste, search and replace, spell checking, and grammar checking.	<<< Make a Selection >>>
AJ	The software must be compliant with Colorado IBR requirements for data collection.	<<< Make a Selection >>>
AK	Data returned from any query can be placed into the active report, as well as into all reports associated with a particular case number.	<<< Make a Selection >>>
AL	Specific elements of the report may be defined as confidential and may not thereafter be included in printed reports. These elements shall be selectable by the participating agencies.	<<< Make a Selection >>>
AM	The system shall provide the capability for the agency to identify certain elements that will be encrypted.	<<< Make a Selection >>>
AN	The mobile client application shall support the ability to work on different report types at the same time. A simple one-step mechanism shall be available to switch from one report type to another (e.g., from an Offense Incident Report to a Booking / Arrest Report) without loss of data in any report.	<<< Make a Selection >>>
AO	If a report requires multiple forms, the system shall provide the capability such that specific data will only be entered one time and then propagated to any and all forms that will need that same data.	<<< Make a Selection >>>
AP	The FBR module shall have the capability for the entry of reports without network connectivity. When network connectivity is established the report shall be processed. The vendor shall specify how any challenges such as name or address validation are dealt with in this type of environment.	<<< Make a Selection >>>
AQ	The FBR module code tables shall be synchronized with the RMS code tables. The vendor shall describe the FBR code table synchronization mechanism.	<<< Make a Selection >>>
AR	The FBR shall be capable of supporting the completion of Field Interview reports.	<<< Make a Selection >>>
AS	The FBR shall be capable of supporting the linking of photographs to Field Interview reports	<<< Make a Selection >>>
AT	Authorized personnel shall have the capability to initiate the printing of management reports from the FBR.	<<< Make a Selection >>>
AU	The FBR module shall record and track statistical information regarding the number and types of reports submitted through the FBR.	<<< Make a Selection >>>
AV	The FBR module shall record and track statistics regarding the number of reports submitted, reviewed, approved, rejected, etc. by each officer or supervisor.	<<< Make a Selection >>>
AW	The electronic field based incident report shall provide for an "Open Records Narrative" section that would contain information that can be released to the public.	<<< Make a Selection >>>
AX	Authorized users shall have the capability to initiate the printing of field-based reports from the FBR.	<<< Make a Selection >>>
AY	The FBR shall generate printed reports that match the format of the original hard copy version of the form or report.	<<< Make a Selection >>>
AZ	The FBR shall track all reports generated from the FBR and identify the date and time, the person printing the report, and the report's recipient.	<<< Make a Selection >>>
BA	It is desired that the ability to deploy the FBR on devices such as smart phones or tablet devices etc. be provided. The vendor shall discuss any alternative platforms that have been used.	<<< Make a Selection >>>
BB	The FBR module shall be installed on each MDC device and shall be capable of being installed on selected workstations at various locations throughout the City.	<<< Make a Selection >>>
BC	CAD dispatch and incident data shall be automatically transferred to the MDC form once the report writer calls up a form and initiates the transfer.	<<< Make a Selection >>>
BD	The FBR must support an in-vehicle printing component.	<<< Make a Selection >>>
BE	The FBR must support the creation, distribution and local storage of output forms that will be printed in the vehicle using FBR entered information. These forms may include but not limited to: incident reports, arrest and booking documents and criminal complaints.	<<< Make a Selection >>>
BF	All requirements identified in section 8.22 Automobile Impound Tracking will be available in the FBR.	<<< Make a Selection >>>

3.1 Traffic Accident Report

A	This system shall support the creation and completion of the State of Colorado Traffic Accident Report (including diagrams) including multiple page and supplemental documents within the field based reporting system.	<<< Make a Selection >>>
B	The FBR shall minimize manual entry of data by populating the report with information from the driver/occupant driver's license and vehicle registration return from DMV.	<<< Make a Selection >>>
C	The FBR shall minimize manual entry of data by populating the report with information captured utilizing a driver's license reader.	<<< Make a Selection >>>
D	The Accident report shall contain all validation and edit checks required by the State of Colorado Accident Report.	<<< Make a Selection >>>
E	Where ever possible fields will require the user to select an entry from a drop down list rather than free form entry.	<<< Make a Selection >>>
F	The system shall include a tool to electronically create accident diagrams	<<< Make a Selection >>>
G	The electronic drawing tool shall provide the capability to create templates of the most common accident locations and share them across all FBR users.	<<< Make a Selection >>>
H	The system shall include a validation process that occurs prior to the report being submitted for approval to ensure that the report meets all State of Colorado requirements.	<<< Make a Selection >>>
I	The FBR shall be capable of generating other reports associated with the accident such as arrest reports without any redundant data entry.	<<< Make a Selection >>>

3.2 Activity Reporting

A	The Field Based Reporting System must support the creation, submission and analysis of agency personnel activity reporting.	<<< Make a Selection >>>
B	The activity reporting system must accept data from the CAD System to track activity generated or recorded by the CAD system.	<<< Make a Selection >>>
C	The activity system must permit personnel to augment the data received from the CAD system with additional information entered via the Field Based Reporting System.	<<< Make a Selection >>>
D	The Activity Reporting System shall require that all activities be verified against an agency defined database.	<<< Make a Selection >>>
E	The Activity Reporting System must capture the start time and end time of all activities	<<< Make a Selection >>>

F The Activity Reporting System shall capture and validate the location of the activity. <<< Make a Selection >>>

<<< Make a Selection >>>

4.0 Interfaces

The City anticipates a number of interfaces between the solution being proposed and existing systems. Once a vendor has been selected, and prior to contract execution, the City will work with the vendor to specify and finalize the interface requirements as well as agree to a firm fixed price for each of the interfaces. The City reserves the right, should it deem the interface costs to be excessive, to engage in negotiations with the second highest scoring vendor.

4.1 TriTech CAD / Mobile Data System

The TriTech CAD system was implemented in November 2012. We are currently running version 5.6.

A The RMS must be able to receive electronically transferred call related information from the CAD system to begin the case report completion process. <<< Make a Selection >>>

B The CAD (mobile client) system shall provide data to the Field Based Reporting application to pre populate reports. <<< Make a Selection >>>

C The CAD system shall provide activity based information to the proposed Activity Reporting System. <<< Make a Selection >>>

4.2 CCIC/NCIC

This is the interface to the Colorado Crime Information Center (CCIC) and National Crime Information Center (NCIC).

A The RMS will be required to interface to the CCIC/NCIC and shall conform to the Colorado Bureau of Investigation's requirements for exchanging data between the vendor's system and the CCIC/NCIC. <<< Make a Selection >>>

B The RMS shall conform to the most recent FBI CJIS Security Policy. <<< Make a Selection >>>

C The RMS shall include a message switching function such that when a desktop or mobile user submits an inquiry to RMS which is also supported by CCIC/NCIC, the system can (at the participating agencies discretion) automatically initiate and transmit that inquiry to CCIC/NCIC <<< Make a Selection >>>

D The RMS will have the ability to interface to the CCIC/NCIC to automatically enter stolen items, vehicles and wanted <<< Make a Selection >>>

E The RMS will be required to interface to the CCIC to automatically generate queries based upon information entered into the Field Based Reporting System and the RMS. <<< Make a Selection >>>

F The FBR will have the ability to utilize CCIC returns to automatically populate selected fields in the FBR. <<< Make a Selection >>>

4.3 GIS

The RMS must interface to the agencies Geographic Information System. Ideally the RMS will be able to directly connect and utilize the spatial data engine of the GIS to validate addresses entered into the RMS or FBR. If the system cannot directly connect and access the spatial data engine, then the system must be able to import data quickly and on a regular basis to create and maintain a geo-file in the RMS against which all addresses / locations will be validated. <<< Make a Selection >>>

4.4 CopLogic

Coplogic's Desk Officer Online Reporting System (DORS) is designed to interface directly with records management systems. DORS is a browser-based software system accessible by citizens and law enforcement administrators on any Internet-enabled PC or mobile device. It has been in use at the Boulder Police

A The RMS must be able to be interfaced with the CopLogic system. It is expected that the selected vendor will work cooperatively with the city and CopLogic technical staff to develop an interface with the CopLogic system, if one does not already exist. <<< Make a Selection >>>

4.5 CopLink or Similar System

CopLink or similar system is a comprehensive consolidation database that receives, sorts, consolidates, indexes and stores data from Law Enforcement agencies across the country for use in the investigation and analysis of criminal activity.

A The RMS must be able to be interfaced with the local CopLink system housed at the Jefferson County Sheriffs office. It is expected that the selected vendor will work cooperatively with IBM and/or Jefferson County technical staff to develop an interface with the CopLink system, if one does not already exist. <<< Make a Selection >>>

4.6 Crime View

CrimeView utilizes Computer Aided Dispatch and Records Management Systems data by importing data into an Esri based mapping platform that allows end users to visualize crime activity geographically. The city has been using CrimeView to analyze crime for many years.

A It is expected that the selected vendor will work cooperatively with the city and CrimeView technical staff to develop an interface with the CrimeView system, if one does not already exist. <<< Make a Selection >>>

4.7 Enterprise Municipal Court System

The city plans to implement an enterprise municipal court system as part of this RFP/bid. The expectation is that this municipal court system will fully interface with the police records management system and address cross functional workflows between Police & Courts.

A It is expected that the selected vendor will propose a solution that fully integrates with a municipal court enterprise system. <<< Make a Selection >>>

4.8 Lumen

Lumen is a sophisticated data consolidation, integration, search and analytics computing platform for use by law enforcement agencies in the investigation and analysis of criminal activity.

A The RMS must be able to be interfaced with the Lumen system. It is expected that the selected vendor will work cooperatively with the city and Lumen technical staff to develop an interface with the Lumen system, if one does not already exist. <<< Make a Selection >>>

4.90 Interface with other Boulder County Law Enforcement Agencies

Boulder County agencies collaborate frequently and require interfaces to facilitate the sharing of information across jurisdictions.

A The RMS must be able to be interfaced with the Tyler RMS system at the Lafayette Police Department. It is expected that the selected vendor will work cooperately with the City of Lafayette's stakeholders and technical staff to develop and interface with Lafayette's RMS. <<< Make a Selection >>>

B System must have the capability to electronically deliver all documents and supporting attachments to the Boulder County District Attorney or to provide an electronic access to approve the documents securely. <<< Make a Selection >>>

City of Louisville

General & Specific Municipal Court Software System Functional Requirements

Please complete and acknowledge all requirements.

		Acknowledge	Commer
1.0	**City of Louisville Municipal Courts Software - General System Requirements**		
A	It is the intention of the City to obtain a Courts Management System which integrates with the Police Records Management solution.	<<< Make a Selection >>>	
B	Court Management System will accommodate and/or enhance the attached CMS Court Clerk workflow.	<<< Make a Selection >>>	
C	The Court Management System must include an integration with Tyler MUNIS Cashiering	<<< Make a Selection >>>	
D	The Court Management System must have the capability to integrate with Laserfiche Document Management	<<< Make a Selection >>>	
E	The Court Management system must provide for 2-way communication with the Colorado Division of Motor Vehicles (DMV)	<<< Make a Selection >>>	
1.1	**Case Tracking**		
A	The software must be able to track all relevant event information; charges and charge information; law enforcement, victims, witnesses, and other case - involved persons; sentencing information (including sentence credit and suspended time); court conditions; notes; and other case information.	<<< Make a Selection >>>	
B	The software must track court – defined attorney and court information, including, but not limited to: court location, docket number, judge name, court notes, all attorneys involved, and attorney date assignment.	<<< Make a Selection >>>	
C	For statistical purposes the software must be able to track arresting charge, amended charges, and final charges. Users must be able to track location information for the charge(s), as well as the sentence, sentence credit and suspended time, and location for each charge. For cases with multiple charges, the software must allow users to repeat similar charge information automatically.	<<< Make a Selection >>>	
D	Software must allow the capture of unlimited charges within a case record, and allow each charge to be individually modified and disposed.	<<< Make a Selection >>>	
E	The software must be able to track substance abuse testing (including drug and alcohol) and test results. Software must have the ability to automatically create court–defined documents, events, and notifications based off these results.	<<< Make a Selection >>>	
F	The software must be able to track court conditions placed on a case, including non-monetary provisions such as work programs, and community service.	<<< Make a Selection >>>	
G	The software must track progress, compliance, and completion on referrals for services and programs including counseling, treatment, education, and employment and allow for the automatic creation of court defined documents, reports, events, and notifications based on progress, compliance, and referral statuses.	<<< Make a Selection >>>	
H	The software must track statute enhancers and modifiers.	<<< Make a Selection >>>	
I	Assign and reassign cases: The software must allow court to assign and reassign cases to individuals and teams/divisions both manually and automatically, individually and in bulk.	<<< Make a Selection >>>	
J	Users must be able to join (with a soft record ...not consolidate) an unlimited number of related cases, and indicate the reason why the cases are joined (scheduling, multi-defendant, financials, or any other codified value).	<<< Make a Selection >>>	
K	The software must allow users to view all persons involved in a case on one screen, including the defendant, representative(s), law enforcement officer(s), witness (es), victim(s), parent(s)/guardian(s) if juvenile. Users should be able to hyperlink directly from the list to the referenced case or name record.	<<< Make a Selection >>>	
L	The software must be able to categorize a case with multiple identifiers for reporting purposes (e.g., DWI, Domestic Violence, Drug Court, Capital Punishment, Divorce, Bond Forfeiture, and Eviction).	<<< Make a Selection >>>	
M	The software must be able to define rules for case numbers and be able to include letters, numbers, and other symbols as part of the convention (e.g., JAN-010, TR-113-2004, etc.).	<<< Make a Selection >>>	
N	The software must be able to reopen previously closed cases retaining previous case closure and current reopening information.	<<< Make a Selection >>>	
O	The software must be able to track correspondence by individual involvement to a particular case.	<<< Make a Selection >>>	
P	The software must apply data entry formatting in applicable number fields (e.g., Phone number (xxx) xxx-xxxx, ext. xx, zipcode xxxxx).	<<< Make a Selection >>>	
Q	The software must fully support differential case management, where different case types have different timelines and time standards that as they expire or are completed prompt different results.	<<< Make a Selection >>>	
R	The software must be able to easily copy entire case information or selected information including charges, persons, documents, and events.	<<< Make a Selection >>>	
S	The system must provide a notes utility that allows for the easy capture of free text. The notes must allow the user to share the note court-wide, or make the note private, or share the note with certain users in the system's user directory. Users must be able to reply to a note.	<<< Make a Selection >>>	
T	The system must provide a notes library that allows users to organize their own notes, including lists, sentences and paragraphs that can be one-click copied and pasted into a case note.	<<< Make a Selection >>>	
U	The system must provide a checklist feature that will automatically add predefined checklists to a case. This feature must allow different checklists to be added to a case depending upon the case type, case category, or other case data.	<<< Make a Selection >>>	
1.2	**Name Tracking**		
A	The software must accommodate single name/party record entry in a fully relational table (i.e., a name/party is entered only once and can then be linked with case information anywhere else in the application). Users must be able to search for and update a name's unique identifier for the purpose of maintaining a common listing for a single person.	<<< Make a Selection >>>	
B	The software must be able to track an unlimited number of addresses, phone numbers, and e-mails for any name. The software must track the dates any contact information is changed With effective from and to dates. The software must be able to display former contact information using formatting such as italics, gray font, etc.	<<< Make a Selection >>>	
C	The software must allow users to view all cases linked to a name, and from this view allow users to navigate with one click directly to a specific case. A name inquiry identifies, at a minimum: • All aliases and cases • Case status • The person's relationship to each case (e.g., defendant, victim, witness, or parent/guardian of juvenile) • Any associated charges • Any dollar amounts owed • Any alerts (warrant, arrest, probation) on any other case	<<< Make a Selection >>>	
D	The software must be able to record an unlimited number of charges per case.	<<< Make a Selection >>>	

E The software should provide duplicate name detection tools to prevent the database from becoming cluttered with duplicate name records. Administrators should be able to search for duplicate name records using varying degrees of confidence. Administrators should have the capability to merge duplicate names once found. <<< Make a Selection >>>

F System should be able to auto-populate city and state when user enters the zip code. <<< Make a Selection >>>

1.3 Configurability

A The software must support unified case management. For example, the courts can define an unlimited number of additional case types, without purchasing additional case type Specific modules. Each defined case type must support the following functionality:
• When case types are entered, only relevant codes and values (i.e., events, documents, statutes) are displayed.
• Only defined users or user groups can add or access specified case types.
• Each defined case type can have different applicable defined business rules. <<< Make a Selection >>>

B The courts must be able to configure software, as well as have software configured by vendor, without recompiling the software application or touching the source code. <<< Make a Selection >>>

C The system must display work queue assignments on the dashboard for the specific court user or team. <<< Make a Selection >>>

D The system must include a supervisor view of the dashboard that provides management Information about the status of tasks (high priority, due today / tomorrow / 2-3 days, etc.) for the work queue. <<< Make a Selection >>>

E The system must provide individual users with the ability to display searches that they save on their unique dashboard. <<< Make a Selection >>>

F The system must provide individual users with a search function that displays real-time results whenever the dashboard is displayed or refreshed. <<< Make a Selection >>>

G The court must be able to create screens for each of their different case types—including unique screen displays, fields, coded values, system views, time standards, alerts, documents, and balances due. <<< Make a Selection >>>

H The software must provide dynamic screen capability (i.e., variable information collected in section one will change the information that is displayed for entry in section two). <<< Make a Selection >>>

I Solution must allow the court to create business rules that can automate workflow procedures without having to go through vendor. <<< Make a Selection >>>

J The system must provide the ability to trigger business rules in multiple ways, including based on an insert or update of a database value, a specific day/time, or the arrival of a new file in a networked folder. <<< Make a Selection >>>

1.4 Document Management

A The software must allow for any file type to be linked and run from the "electronic" case file, including but not limited to documents, images, audio, video, and email correspondence. Administrators and/or users should be able to lock files to other users when they have them open. <<< Make a Selection >>>

B The software must allow the administrator to provide varying privileges relative to sealing and sealed information. Administrator should be able to designate personnel who can seal entire cases and particular documents, personnel who can see that sealed items exist without being able to access them, personnel who cannot see that sealed items exist, and personnel who can "unseal" sealed items. The seal feature must provide effective from and to dates. <<< Make a Selection >>>

C All case and person data that is stored in the system must be able to be indexed and searched using native, configurable search forms. <<< Make a Selection >>>

D The software must contain a document scanning feature that allows users to scan documents directly into the CMS from a desktop-attached scanner. The software must allow users to highlight information and add notations on a document stored as a PDF file. <<< Make a Selection >>>

E The software must allow users to highlight information and add notations on a document stored as a PDF file. <<< Make a Selection >>>

F The software must provide a document moving and copying function that allows the court to move or copy files from the electronic case file of one case record to the electronic case file of another case record. <<< Make a Selection >>>

G System must enable the court to build an unlimited number and type of document templates (e.g., subpoenas, letters, receipts, appeals, etc.), using the court's standard templates, in Microsoft Word. <<< Make a Selection >>>

H System must be able to generate documents on demand, based on an event, or in batch at a specific time (including after-business hours). Automatically generated documents must be automatically linked to the appropriate case/person record for future reference. <<< Make a Selection >>>

I The system should provide the ability to allow users to select variable information when they generate a document, including predefined information that can be added by clicking a radio button, and free text. <<< Make a Selection >>>

J The system should allow users to edit and save back a document after it is generated to allow them to make further changes using the latest version of Microsoft Word. <<< Make a Selection >>>

K The system must allow the court to associate a signature image to a specific court user, and apply that signature to a document as part of an automated process, or stamp the signature on a document as part of a manual workflow process. <<< Make a Selection >>>

L The system must allow the court to use a tablet or touch screen device to sign a document with a tablet pen or fingertip. <<< Make a Selection >>>

M System must be able to print documents as part of a batch, either automatically or on demand. <<< Make a Selection >>>

N System must generate Federal and State of Colorado standard reports that are required. Vendor must maintain compliance of these reports. <<< Make a Selection >>>

O End-user reporting capabilities must utilize excel pivot tables and/or SSRS technology to create the reports. <<< Make a Selection >>>

P Must provide an analytic tool (e.g. MS Business Analytics) to allow n-tier analysis of data and report generation using excel pivot tables as UI. <<< Make a Selection >>>

1.5 Calendars, Dockets & Courtroom

A The software must allow individual and/or team calendars (depending on the person's role) to be shown on an individual's main "dashboard." <<< Make a Selection >>>

B The software must allow staff to view a calendar for their upcoming events and their office or division's upcoming events. Calendars must allow for daily, weekly, and monthly views in a standard calendar format (such as Google Calendar or Microsoft Outlook). <<< Make a Selection >>>

C The software should include an outbound integration to Microsoft Exchange or Gmail. Events from an individual's CMS calendar should automatically be imported into his/her Outlook or Gmail calendar. <<< Make a Selection >>>

D The software must allow users to create and manage automatically re-occurring dockets. Users must be able to specify docket names, start and end dates, times, docket frequency, case types, event types, combinations and subsets of case/event types, and number of events in docket. The software should be able to display the docket calendar on a daily, weekly, or monthly basis, on a calendar view similar to Google Calendar or Microsoft Outlook. Users should be able to specify dockets as either active or inactive. Future events in inactive dockets should remain scheduled. <<< Make a Selection >>>

E When scheduling new events, the software should provide a drop-down calendar to enable users to easily view and choose the correct dates. <<< Make a Selection >>>

F System must provide for configurable courtroom check-in features that allow users to quickly find a party's docketed event, select whether the party requires a translator, make notes that are available for the courtroom staff to review, and alert the courtroom that the party or representative has checked-in. <<< Make a Selection >>>

G System must provide the ability for the user or the party, at check-in, to capture the party or representative's next step intention (e.g.: guilty plea, nolo plea, discuss with solicitor, unknown, bench trial, etc.) for the purpose of streamlining the courtroom management. These next step intentions must be configurable by case type and/or judge. <<< Make a Selection >>>

H System must provide for configurable courtroom processing that allows the entry of text minutes, and also allows the entry of any case related data elements, such that the case related data elements will be saved back to the case from the courtroom processing application. Case related data elements must include sentences, sentence conditions, scheduled events, attorneys, case special statuses, and fines and fees. <<< Make a Selection >>>

I Courtroom module must allow the user to click on quick links to add items to the minutes, or to type corresponding codes into a command line to quickly add items to the minutes. <<< Make a Selection >>>

1.6 Time-Saving & User Friendly Features

A Solution must include a business rules (workflow) engine that can be triggered based on database activity (e.g.: insert of a case, insert/update of a data element on a case, expiration of a time standard), on a schedule, on demand, or when a file arrives at a network drive. <<< Make a Selection >>>

B Business rules engine must be capable of automatically:
- Closing cases based on Court-defined rules
- Generating documents, events, system reports and notifications based on case closure or other event
- Preventing users from closing cases unless other values are entered based on Court-defined rules (e.g., a case cannot be closed without a disposition).
- Initiating the schedule of future tasks based on occurrence of prior tasks or events as defined by Court.
- Notifying case-involved (and/or other) individuals of case status changes and other Court-specified events.
- Routing cases and work tasks based on Court-specified rules and notifying users of those routed items.
- Assigning attorneys based on a Court-specified case weighting system.
- Triggering events, case status changes, documents, and correspondence based on prior events.
- Disallowing users from saving and exiting a case without first saving mandatory fields (as specified by Court).

<<< Make a Selection >>>

C Court must be able to build new reports or alter existing ones without vendor assistance. Users should not need highly technical skills in order to use report writing tool. Users must be able to format reports to accommodate multiple paper sizes and viewing layouts. <<< Make a Selection >>>

D The software must include an ad hoc searching and reporting tool that provides the following functionality:
- Drill down and hyperlink functionality
- Automated, scheduled email reporting to staff and external stakeholders
- Accessible within case management system (users should be able to view and create reports from within system)
- Graphing functionality
- Provides ability to export results to a number of different formats (e.g., Word, Excel, XML, CSV, PDF)

<<< Make a Selection >>>

E The software must allow users to search for names, cases, and documents. Users must be able to search based on any information they have available (e.g., partial names, ID numbers, phone numbers, date of birth, addresses, case numbers, date ranges, etc.) Software must include wildcard search options. <<< Make a Selection >>>

F The software must be able to configure and create pivot table-like search results that display data and corresponding totals for the search results. The results must be viewable natively within the application. <<< Make a Selection >>>

G The software must be able to sort and list search results to allow users to quickly locate case, name, or document for which they are searching. Users should be able to hyperlink directly from search results to a specific section of a case or name record (e.g., case summary, scheduled events, party record). <<< Make a Selection >>>

H The software must allow Courts to define and display ticklers, alerts, and prompts. <<< Make a Selection >>>

I Users must be able to navigate to views of data in the system using configurable shortcuts (e.g.: Ctrl+E opens the Add Event screen, and the court can change the shortcut to a different combination such as Ctrl+A, etc., if it wants to do so). <<< Make a Selection >>>

J System must provide the ability to configure warnings and error messages on any configurable case initiation and data insert and update screen. These must be reasonably configurable on any table and on any data insert or update form; must allow the administrative user to point and click to select database values, including "and," "or" and "in" statements; and provide the ability to use free text for the error or warning message. A warning message, when produced, must allow the user to saving entered data; an error message, when produced, must prevent the user from saving entered data. <<< Make a Selection >>>

K The software must allow for visual alert prompts for users for key Court-defined name and case information, such as if an individual is a juvenile, has a warrant, has been arrested, owes money, etc. <<< Make a Selection >>>

L Users must be able to have multiple cases open simultaneously on the desktop, using a tabbed layout (similar to most internet browsers). Users should be able to move away from cases/notes to work on another case without having to first save their work. <<< Make a Selection >>>

M Individual users should be able to set their desktop theme, determine and select which items they want on their dashboard, and arrange the items on their dashboard. They should be able to create multiple dashboards. These settings must be saved for the particular user and appear as set-up when the user logs out and logs back into the system. <<< Make a Selection >>>

N Case and name records should automatically hyperlink to other cases or names referenced within them, allowing users to open those as new tabs with a single click. The Court must also be able to turn off these hyperlinks and present them as text only if it so desires. <<< Make a Selection >>>

O The software must minimize data entry by allowing one name to be linked to an unlimited number of cases or other names, and one case to be linked to an unlimited number of other cases or names. Users should not need to duplicate entry of data elements. <<< Make a Selection >>>

P The software must have a method to display and link a person's photo. <<< Make a Selection >>>

Q The software must auto-populate City and State by entering the zip code. <<< Make a Selection >>>

R The software must support auto-filtering on all coded lookup fields. For instance, typing 'M' in the Gender fields automatically fills 'Male' in the data entry box. <<< Make a Selection >>>

S The software must allow for automatic notification to users and attorneys of important case and event information. Court must be able to set up notifications, including time in advance they are sent, specific wording, and notification type (e.g., email, pop-up, other). <<< Make a Selection >>>

T System must provide the ability for the court, without vendor assistance, to create a help note next to any configured field on any configurable insert, update and search screen. If notes are free text, the notes must be full text searchable. Help notes must also have the ability to store pdf, Word, video and audio files. <<< Make a Selection >>>

1.7 Data Security

A System must allow for navigation profiles, such that a user's profile will display defined screens to the user per court requirements. <<< Make a Selection >>>

B System must provide security profiles that allow Court to create security groups that are assigned security attributes, and to those attributes we can assign privileges to case types, to data elements, and to system functions. System must also allow Court to utilize Access Control List restrictions that restrict a specific user from viewing a specific case, or restrict a specific case to be viewed. <<< Make a Selection >>>

C System must also allow Court to utilize Access Control Lists that allow Court to enter a case number and either restrict a specific user from viewing / updating a specific case, or restrict a specific case for viewing / updating by a specific user. <<< Make a Selection >>>

D Court must be able to have full control of security tools (e.g., adding existing users to or taking them from security groups, adding/removing specific row-level privileges) without going through vendor. <<< Make a Selection >>>

E Court must have the ability to create additional security profiles beyond defaults that come with the system and control what functions or data an individual or group can view, edit, or otherwise access. <<< Make a Selection >>>

F The software must provide multi-agency, multi-division, and multi-jurisdiction security for case records, such that employees of one agency can be restricted from viewing or modifying the case records of another agency using the application, while still using the same master name database. Superior Court Clerks' office must have their own database. <<< Make a Selection >>>

G The software must support various types of access privileges including at least read-only, update, and no access. <<< Make a Selection >>>

H The software must provide comprehensive auditing & logging giving administrators a granular view of what data is being edited, viewed, deleted, and added by system users. The software must track each instance of the date, time, login and machine (URL) of the person who added or modified the record. <<< Make a Selection >>>

I Users with sufficient privileges should be able to seal case elements, including the entire case and documents, pursuant to court order. <<< Make a Selection >>>

1.8 Data Sharing & E-Capabilities

A Vendor must include an API (Web Services) that Court can use to integrate with other justice partners or software solutions. <<< Make a Selection >>>

B API must be intuitive enough to use by individuals with programming background, without requiring vendor assistance after training. <<< Make a Selection >>>

C Solution must include integrated e-capabilities, allowing Court to make information available, accept e-filings, provide discovery, and accept payments online. <<< Make a Selection >>>

D The software must provide secure, view-only access via the web for staff, administration, and external case participants (i.e. law enforcement officers, judges and even the public). For security purposes, the Court's technical staff must be able to define accessible areas based on groups, roles, or users. For example, a law enforcement officer can only query certain areas of the software while the administrator can query the entire application. <<< Make a Selection >>>

E Court may wish to add additional justice partners onto solution. Thus, solution must be able to be configured for multiple agency types, agencies, and divisions uniquely, with each group having unique screens, user-specific dashboards, and business rules that apply only to it, and are only visible to it. <<< Make a Selection >>>

F Solution must have robust security rules, allowing multiple agencies or divisions to share specific data while restricting other data from view. <<< Make a Selection >>>

1.9 Case Financials

A The software must allow a user to use his/her till at any workstation, and then without closing the till or logging out of the system, allow the same user to log into another workstation(s) and continue to take payments against the same till. <<< Make a Selection >>>

B The software must maintain standard tables for costs, fees, and fines, and provide for the integrated collection, allocation, and tracking of these items.

C The software must provide the ability to compute fines and fees using a configurable model and not using business rules or code to determine the fines and fees. The configurable aspects of the fines and fees must provide effective to and from dates to allow the court to update and make effective the fine and fee assessments. The system must be able to be configured to assess the fine or fee based on charge date as opposed to filing date. <<< Make a Selection >>>

D The software must compute and enter fines, fees, and restitution based on court orders or the occurrence of other Court-defined activities (e.g., creation of initial case, addition of charges). <<< Make a Selection >>>

E The software must create payment schedules, collect payments, apply payments collected to scheduled amount due (e.g., amount in judgment), and produce reports on overdue amounts. <<< Make a Selection >>>

F The software must allow for full, partial, and installment payments using multiple payment types, including check, credit card, and cash. It must allow multiple payment types in a single transaction, and must associate payment with proper case and person. <<< Make a Selection >>>

G The software must allow single payment for multiple cases with capability to process separately for each case. <<< Make a Selection >>>

H The software must enable Court to track payments made on financial obligations that are not payable to Court. <<< Make a Selection >>>

I The software must enable Court to record funds collected from other state, local, and private agencies for payment of specific case and offender costs and fees. <<< Make a Selection >>>

J The software must compute totals, list transactions and balance, and print reports for each cash drawer, register, cashier, and payment type. Court must have ability to modify default financial report without going through vendor. <<< Make a Selection >>>

K The software must allow flexible, user-defined and user-maintained account structure that permits funds to be disbursed to appropriate case cost types and other accounts (e.g., city, county, state, victims) based on court order (e.g., restitution, joint and several liabilities). <<< Make a Selection >>>

L The software must allow for automatic or manual allocations of payments for one case or multiple case financial obligations. Financial obligations on a single case can be allocated to more than one agency or individual. <<< Make a Selection >>>

M The software must allow for printing of vouchers or checks back to City of Louisville accounts. <<< Make a Selection >>>

N The software must generate and print receipts for clients or payees. Court must be able to configure default receipts, both during implementation and afterwards, to include whatever information it wants, without having to go through vendor. Information may include but is not limited to identifiers such as fee, fine, restitution code, location, address, amount collected, payment type, installment or partial payment plan, next due date, and balance). <<< Make a Selection >>>

O The software must automatically store receipts with appropriate case or individual record, allowing Court to reprint if/when desired. <<< Make a Selection >>>

P The software must generate and print (including ability to reprint) multiple receipts from one financial transaction covering payment for multiple cases. <<< Make a Selection >>>

Q The software must be able to produce detailed and summary lists of financial transactions, including at least fee, fine, restitution receipts, court cost assessments, fee assessments, monetary judgments, and voided transactions (listed by type or chronologically) for specific cases and over specific periods (e.g., daily, monthly, for life of case). <<< Make a Selection >>>

R The software must identify and record payment delinquencies, generate alerts when scheduled payments are not made (e.g., for unpaid assessments now due), and take or prompt user to take appropriate action (e.g., refer to collection agency, or notify appropriate court and judge). <<< Make a Selection >>>

S The software must provide for Court-defined batch style delinquent payment report generation and printing, as well as batch delinquent payment letters. Reports and letters must be able to include any Court-defined information, and Court must be able to edit these and/or create alternative delinquent payment reports/letters at will and without going through vendor. <<< Make a Selection >>>

1.10 Ticket Information Management Services

A Data entry software with stringent controls and edits to ensure that all manual city-entered citation data are transmitted and updated accurately, including ticket issue date, time, and location, Issuing agency, citation number, license plate, state, violation number, and vehicle Identification number. <<< Make a Selection >>>

B Ticket and correspondence imaging with a processing log that records all correspondence received. <<< Make a Selection >>>

C Internet-based payment of citations 24/7 with real-time access to the database. <<< Make a Selection >>>

D Secure processing of payments received with audit trails and full accountability of individual transactions. <<< Make a Selection >>>

E Point-of-sale cashiering that accommodates acceptance of a "skeleton" payment for citations not yet in the system and detailed transaction audit trails for accountability. <<< Make a Selection >>>

F Preparation and mailing to include payment of postage of Debt collection and failure to appear notices to defendants in all cases as well as notice management with complete notice registers and history for tracking and verifying the accuracy of mailings. <<< Make a Selection >>>

G Imaging and workflow management for all handwritten tickets and correspondence. <<< Make a Selection >>>

H Hearing scheduling/docketing with an Imaging system that provides judges electronic access to view all Court-related documents to help adjudication. <<< Make a Selection >>>

I Data archiving of fully auditable records In compliance with law and electronic data. <<< Make a Selection >>>

J Automated on demand printing capability for the notice of withdrawal of driver's license suspension (i.e., the old DPS912) <<< Make a Selection >>>

K A "Warrant clear" screen with automated printing capability for filling in all pertinent information on the "warrant recall" form. <<< Make a Selection >>>

L Automated printing capability for Failure to Appear notices for defendants who violated environmental codes and then failed to appear In Court as scheduled. <<< Make a Selection >>>

1.11 Court Compliance Services

A Online cashiering. <<< Make a Selection >>>

B Debt collection noticing. <<< Make a Selection >>>

C Installment payment processing that includes real-time information on the plan's status history. <<< Make a Selection >>>

D Hearing scheduling for complete Court calendar functionality. <<< Make a Selection >>>

E Locate services with interface with the National Change of Address (NCOA) database to secure updated addresses for letters currently marked as undeliverable. <<< Make a Selection >>>

F Ability to display an indigence determination entered by a court clerk based on rules set by the Municipal Court. <<< Make a Selection >>>

G Credit bureau reporting for delinquent debts of more than $50 for parking tickets and also for all other citations with overdue fines of more than $50 for which warrants have not yet been issued. <<< Make a Selection >>>

1.12 Warrant Management Services

A Daily updated electronic interface with the probation warrant activities of the private probation services company daily updated electronic interface with the warrant-related activities of the Louisville Police Department. <<< Make a Selection >>>

B Daily updated electronic interface with the Colorado Crime Information Center (CCIC) and the National Crime Information Center (NCIC). <<< Make a Selection >>>

C Validating all warrants daily before entry into CCIC/NCIC Entry of validated warrants into CCIC/NCIC. <<< Make a Selection >>>

D Recording disposition of warrants. <<< Make a Selection >>>

E Weekly reports on warrant activities of the preceding week, Including numbers and dollar amounts of warrants. <<< Make a Selection >>>

F "Warrant clear" screen with automated printing capability for filling In all pertinent information on the "warrant". <<< Make a Selection >>>

1.13 Booting & Towing Enforcement Services

A Daily updated electronic Interface for authorized software users with the private towing company under contract with the City. <<< Make a Selection >>>

B Daily updated electronic interface with the ticketing, booting, and towing-related activities of the Louisville Police Department to authorized software users. <<< Make a Selection >>>

C Daily updated electronic interface with the overtime parking enforcement related activities of the Louisville Police Department or of any contractor engaged to provide parking management services in connection with the installation of parking meters in the City to authorized software users. <<< Make a Selection >>>

D Validating boot-eligibility of vehicles on the boot list, which must be updated daily. <<< Make a Selection >>>

E Maintaining accurate and daily updated log of vehicles that are eligible for booting. <<< Make a Selection >>>

F Electronically providing valid, real-time electronic Interface information to authorized users of the Louisville Police Department on vehicles eligible for booting. <<< Make a Selection >>>

G Generating monthly and ad hoc boot eligibility and disposition reports that that are made available to authorized users that list all identifying information of boot-eligible and already booted vehicles, the numbers of such vehicles and the dollar amounts involved. <<< Make a Selection >>>

1.14 Debt Recovery Services

A Make reasonable efforts to recover all Court-related debts (other than those incurred by non-compliant probationers) on all overdue, past-due, and delinquent accounts <<< Make a Selection >>>

B Comply where applicable with the Fair Debt Collection Practices ACT (FDCPA). Collection efforts should be performed on all delinquent debt as the statute of limitations on unpaid Municipal Court fines legally allows. <<< Make a Selection >>>

C Generate all debt recovery notices in accordance with specific criteria requested by City of Louisville and sent on a recurring basis in a volume agreed to in advance by the clerk of Court. <<< Make a Selection >>>

D Electronically report delinquent accounts to one or more credit reporting agencies. <<< Make a Selection >>>

E Process and account for each debt recovery payment within twenty-four (24) hours of receipt and place it in the same bank account of City of Louisville into which all other accounts receivable payments of the Court are deposited. <<< Make a Selection >>>

F Electronically transmit a monthly report to Clerk of Court that details all debt recovery activity by noticing, outgoing phone calls, and reporting to credit reporting agencies during the preceding month. <<< Make a Selection >>>

City of Louisville

General & Specific Software System Functional Requirements

Please complete and acknowledge all requirements.

		Acknowledge	Commer
1.0	**City of Louisville Police RMS & Municipal Courts Software - General System Requirements**		
A	It is the intention of the City to obtain a Law Enforcement Records management system integrated with ancillary systems as described in this RFP including a Field Based Reporting System and a Municipal Courts System.	<<< Make a Selection >>>	
B	It is the intention of the City to obtain primarily "off-the-shelf" software functionality, requiring the minimum amount of modifications in order to support necessary functions and interfaces.	<<< Make a Selection >>>	
C	The vendor shall be responsible for providing all, software and services necessary to deliver a fully operational system, including interfaces as described in this document	<<< Make a Selection >>>	
D	The System will support both the Louisville Police Department and the Louisville Municipal Court.	<<< Make a Selection >>>	
E	The reports and citations from each department must be capable of being kept separate by the system's security constructs.	<<< Make a Selection >>>	
F	The system shall support the generation of separate and uniquely numbered reports for each agency.	<<< Make a Selection >>>	
G	The system shall subscribe in all cases to the concept of enter once and use many. This means that each data element will only be entered one time and the system will propagate the information to all necessary fields and tables throughout all systems and modules, unless limited by the query.	<<< Make a Selection >>>	
H	The system shall subscribe in all cases to the concept of query once, retrieve all. This means that when a query is made to the system all instances of the item queried will be returned from all system modules	<<< Make a Selection >>>	
I	K.The system shall provide query / read only access to the system via browser based devices.	<<< Make a Selection >>>	
J	The system shall support web services as a method for providing interoperability and data exchange with external systems.	<<< Make a Selection >>>	
K	The system shall provide the ability to provide query / read only access to their systems via other devices such as smart phones, IPads or similar tablet devices.	<<< Make a Selection >>>	
1.1	**Currency of Application Software**		
A	The City does not wish to purchase "beta" software. The city also does not wish to purchase software that is near end of life or about to undergo a major upgrade. The vendor shall identify in detail the release date of the version of the software to be proposed.	<<< Make a Selection >>>	
B	The vendor shall indicate if a major upgrade to the proposed software is scheduled and the general date that it is scheduled.	<<< Make a Selection >>>	
1.2	**System Scope and Size**		
A	The system shall support 50 workstations located in up to 5 locations, and 25 mobile workstations.	<<< Make a Selection >>>	
B	The system shall support the processing of 10,000 reports per year for the City of Louisville Police Department.	<<< Make a Selection >>>	
C	The system shall support the processing of 5,000 cases per year for the City of Louisville Municipal Court.	<<< Make a Selection >>>	
D	With System maintenance and System Software and Equipment upgrades performed, the System shall support the functions, capabilities, data management, and reporting requirements of the City through the year 2025.	<<< Make a Selection >>>	
1.3	**System Availability**		
A	The hardware and software components of the back-office system(s) are required to remain fully operational and available at a rate of 99.99%.	<<< Make a Selection >>>	
B	The hardware and software components of the system in the field must remain fully operational and available at a rate of 99.99%.	<<< Make a Selection >>>	
C	System availability will be expressed as a percentage of the maximum expected availability over a given period. The system must be available 7 days per week, 24 hours per day.	<<< Make a Selection >>>	
D	The system will be considered available for use only when all functions (i.e., creating, editing, or searching, etc.) and interfaces necessary for the processing and management of information are operating completely and correctly.	<<< Make a Selection >>>	
E	The vendor shall describe **IN DETAIL** how the system in the configuration proposed will meet the system availability metrics described herein.	<<< Make a Selection >>>	
1.4	**System environments**		
A	The system shall include a production environment.	<<< Make a Selection >>>	
B	The system shall include a second training / test environment. This environment shall be a replication of the production databases but with fewer workstations accessing the environment.	<<< Make a Selection >>>	
C	The second environment will be used to install and test software updates, system changes and database changes prior to installation in the production environment.	<<< Make a Selection >>>	
D	The testing and training environment shall be capable of utilizing different versions of the software than is on the production environment.	<<< Make a Selection >>>	
E	The System shall provide a function or procedure that replicates all parameters, databases, Geofiles, and/or other User selected System components from the System's production environment to the System's testing and training environment in order to refresh the testing environment prior to testing new version updates or other types of System changes.	<<< Make a Selection >>>	
F	The System shall provide a function or procedure that replicates all parameters, databases, Geofiles, and/or other System components from the System's testing and training environment to the System's production environment once testing has been completed and the changes verified to operate successfully.	<<< Make a Selection >>>	
G	The system shall provide the capability for any authorized workstation to access either of the environments.	<<< Make a Selection >>>	
H	The vendor shall explain in detail the approach that will be used to maintain synchronization between the database on the operational server and the backup system.	<<< Make a Selection >>>	
1.5	**System Hardware and Software**		
A	Vendors shall include all hardware, storage and system software necessary to satisfy the requirements identified in this RFP.	<<< Make a Selection >>>	
B	The computer system proposed shall be the manufacturer's most recent delivered model. Equipment at the middle or near the end of its life cycle will not be acceptable.	<<< Make a Selection >>>	
C	The vendor shall provide detailed specifications for each item of hardware that will be provided.	<<< Make a Selection >>>	
D	The vendor shall provide detailed information as to all system software required.	<<< Make a Selection >>>	

E The vendor shall provide a complete bill of materials for all hardware, storage and system software required, such that the City may procure the hardware and system software from parties other than the vendor. <<< Make a Selection >>>

F The City reserves the right to obtain the hardware, storage and operating system software from sources other than the vendor. <<< Make a Selection >>>

G The systems should support being run on VMWare or Hyper-V virtualized environments. <<< Make a Selection >>>

H The vendor will be responsible for meeting all system response time and reliability requirements regardless of the source of the hardware, storage and operating system as long as the specifications provided by the vendor are met or exceeded. <<< Make a Selection >>>

1.6 Network Infrastructure

A The City of Louisville maintains a high speed fiber optic network between the bulk of the facilities that will impacted by this system. The vendor is required to identify the minimal and optimal levels of bandwidth or throughput to permit the system to meet the response time requirements identified in this document. The vendor should include both fixed and mobile devices. <<< Make a Selection >>>

1.7 System Response Time

In measuring response time the vendor will not be held accountable for network latency, but preference shall be given to vendors whose solution most efficiently utilizes the existing network and mobile data infrastructures.

A The computer system (hardware, software, and all components) shall support all RMS activities with a transaction response time no greater than two (2) seconds. Notwithstanding, 95 percent of all transactions shall be completed within one (1) seconds. <<< Make a Selection >>>

B Ad Hoc queries shall be exempt from the response time requirements. <<< Make a Selection >>>

C Response time is defined as the time between the depression of the last keystroke or pointing device activation (e.g., click) and the appearance on the workstation / terminal of the last character of the initial response (e.g., first page, pop-up window, etc.) The City reserves the right to review and approve the methods used to measure response time. <<< Make a Selection >>>

D The system, under no circumstances shall experience degradation in response time. Any function proposed that might result in system degradation must be specifically noted. <<< Make a Selection >>>

E Response times shall be achievable during all other system activities (e.g., report generation, system backup, etc.) <<< Make a Selection >>>

F The vendor shall indicate the minimum response times that are guaranteed for field user transactions. <<< Make a Selection >>>

G Vendors shall describe how their solution meets the above response time and how they intend to measure response time if different than described herein. The City reserves the right to review and approve the methods used to measure response time. <<< Make a Selection >>>

1.8 User Interface /Client Application

A The vendor shall specify if the Graphical user interface deployed with their Records system is browser-based. <<< Make a Selection >>>

B The vendor shall specify the architecture of the application residing on the workstation. <<< Make a Selection >>>

C The vendor shall specify the process required to modify or upgrade the application operating on the workstation. <<< Make a Selection >>>

D The system shall utilize standard windows GUI functionality including: <<< Make a Selection >>>

1. Dialog boxes <<< Make a Selection >>>
2. Point-and-Click <<< Make a Selection >>>
3. Drag and Drop <<< Make a Selection >>>

E Switching between System and/or operating system windows shall not adversely affect any information stored or displayed in the System's windows and data entry screens. <<< Make a Selection >>>

F Menus and drop-down dialog boxes shall be employed to select the various functions that are available within the System. <<< Make a Selection >>>

1.9 Relational Capabilities

A The System fully utilizes the relational aspects of the System's relational database management system (RDBMS) by linking and cross-referencing System information in an efficient, relational manner. For example, the System utilizes the RDBMS for linking multiple offense reports, supplemental reports, arrest reports, and all associated linked files to a single case relationally via a case number or similar method. <<< Make a Selection >>>

B The System shall provide a relational mechanism for linking external data files that are stored on the System's servers, to at a minimum, associations with:

1. People, <<< Make a Selection >>>
2. Incident/case reports <<< Make a Selection >>>
3. Supplemental reports, <<< Make a Selection >>>
4. Case Management Reports <<< Make a Selection >>>

C The System shall support linkage, retrieval, and display of any file that can be accessed by a valid Windows file path. <<< Make a Selection >>>

1.10 System Backup and Restoration

A The system shall support standard backup processes or provide the ability to backup and restore system files. The backup processes shall be as automated as possible and shall occur with minimal or no impact on the operation of the system. The vendor shall explain how this process occurs in the proposed system. <<< Make a Selection >>>

1.11 Disaster Recovery

A The vendor shall describe the services and support provided by their firm to assist the City in disaster recovery. For the purpose of this paragraph, the vendor shall assume that the City has properly maintained system backups, but has lost utilization of and access to system servers. <<< Make a Selection >>>

B The vendor shall be requested to provide a detailed explanation of their best practice disaster recovery recommendations for these systems. <<< Make a Selection >>>

1.12 Remote Access

A Remote diagnostic connectivity shall be provided. The vendor shall discuss what security measures (hardware and software) will be in place to prevent external access to the systems environment. Access shall be blocked until authorization is granted by authorized personnel. <<< Make a Selection >>>

B Remote diagnostic connectivity authorization shall be easy to control by administratively authorized City users. <<< Make a Selection >>>

C In addition to remote system access for diagnostics the system shall provide the capability for end-users to access the system remotely to perform standard end-user system functions. <<< Make a Selection >>>

1.13 System Status Reporting

A	The system shall provide the capability to send messages to the applications or interactive user (or to a system operator) regarding the status of operation and any errors that may have occurred. The vendor shall explain in detail how their system provides this capability.	<<< Make a Selection >>>

1.14 Security

A	The system shall provide user authentication via Active Directory to manage user authentication as well as security policies.	<<< Make a Selection >>>
B	The system shall support Secure Socket Layer (SSL) communication.	<<< Make a Selection >>>
C	The system shall provide support for industry standard Internet Information Services (IIS) or web server hardening.	<<< Make a Selection >>>
D	The vendor shall provide specific information regarding the available security functions and features that are integrated or available within each system of the proposed configuration.	<<< Make a Selection >>>
E	The preferred methodology includes various "security profiles" that would be attributed to individual users, groups or roles based on personnel classifications (i.e., dispatcher, officer, sergeant, record clerk, Supervisor, System Administrator, etc.), allowing access to the various modules, applications, functions, and / or features of the system environment. The system administrators shall have the ability to assign functionality / commands as well as users to security groups and roles.	<<< Make a Selection >>>
F	Individuals' security profile configuration shall include the ability to limit / grant access at a transaction level (e.g., differentiate between running a person or a vehicle.)	<<< Make a Selection >>>
G	The system shall provide user access / permissions at application / subsystem level.	<<< Make a Selection >>>
H	The system shall provide user access / permissions at module level.	<<< Make a Selection >>>
I	The system shall provide user access / permissions at screen / transaction level.	<<< Make a Selection >>>
J	The system must provide user access / permissions at record level.	<<< Make a Selection >>>
K	Appropriate safeguards shall be provided to ensure that only authorized terminals / workstations and authorized users are allowed access to the system environment and stored information.	<<< Make a Selection >>>
L	The system shall provide the ability to restrict access to view.	<<< Make a Selection >>>
M	The system shall provide the ability to restrict access to inquiry.	<<< Make a Selection >>>
N	The system shall provide the ability to restrict access to add / create.	<<< Make a Selection >>>
O	The system shall provide the ability to restrict access to modify / edit.	<<< Make a Selection >>>
P	The system shall provide the ability to restrict access to delete.	<<< Make a Selection >>>
Q	The system shall provide the ability to restrict access to print.	<<< Make a Selection >>>
R	The system shall provide the ability to restrict access to send (e.g., e-mail).	<<< Make a Selection >>>
S	The system shall provide the ability to assign security access by user ID.	<<< Make a Selection >>>
T	The system shall provide workstation / terminal level security.	<<< Make a Selection >>>
U	The system shall provide the capability to lock or flag an entire report or booking record as confidential and limit access to specific users or groups of users.	<<< Make a Selection >>>
V	The system shall provide the ability to flag specific data elements as confidential information for security purposes.	<<< Make a Selection >>>
W	The system shall provide the ability to automatically log-off workstation based on group profile after period of inactivity, definable by system administrator.	<<< Make a Selection >>>
X	The system shall provide the ability to disable automatic log-off for secured workstations..	<<< Make a Selection >>>
Y	The system shall provide the ability to provide system generated warning message prior to disabling device or user, and extend or reset automatic sign-off timer.	<<< Make a Selection >>>
Z	The system shall provide the ability for supervisors to "sign-off" remote workstations.	<<< Make a Selection >>>
AA	The system shall provide the ability to remotely disable RMS or FBR applications on workstations to reduce ability to attempt unauthorized access in the case of a lost or stolen computer.	<<< Make a Selection >>>
AB	The system shall provide the ability to "lock out" a user after an agency-defined number of attempted logons.	<<< Make a Selection >>>
AC	If the system "locks out" a user, the system administrator shall be immediately notified via email, text message or other similar notification method.	<<< Make a Selection >>>
AD	The system shall include a method to unlock a locked password via enhanced authentication such as validation questions.	<<< Make a Selection >>>
AE	The system shall provide the ability to create security groups that contain users that share the same security profile.	<<< Make a Selection >>>
AF	The system shall permit full application functionality without requiring the user to have administrative rights to the local PC.	<<< Make a Selection >>>
AG	The system shall provide the ability to prevent display, viewing and printing of passwords.	<<< Make a Selection >>>
AH	The system shall provide security that combines workstation / terminal level security with User ID and Password security such that certain users can override certain workstation security parameters, and other users are limited to the workstations that they may use. This combination can be used to control the level of system access granted by a System Administrator and the City security policy.	<<< Make a Selection >>>
AI	The system shall provide the ability to require the user to change individual password at sign-on.	<<< Make a Selection >>>
AJ	The system shall provide the ability for the systems administrator to reset passwords.	<<< Make a Selection >>>
AK	The system shall provide the ability to mask passwords when typed and encrypt passwords when stored and sent.	<<< Make a Selection >>>
AL	The system shall provide the ability to track user sign-on / off times indefinitely for time reporting purposes.	<<< Make a Selection >>>
AM	The system shall provide the ability to create a set of password rules that restrict the use of common passwords, easy to guess passwords, and other common utilities such as password aging, and limiting reuse of passwords.	<<< Make a Selection >>>
AN	System must provide a minimum of 128-bit encryption or more as required by the City and FBI CJIS requirements. This requirement applies equally to mobile applications.	<<< Make a Selection >>>
AO	Information stored in the user database shall be searchable by any field, however only data administratively authorized for viewing by the users security level will be displayed.	<<< Make a Selection >>>

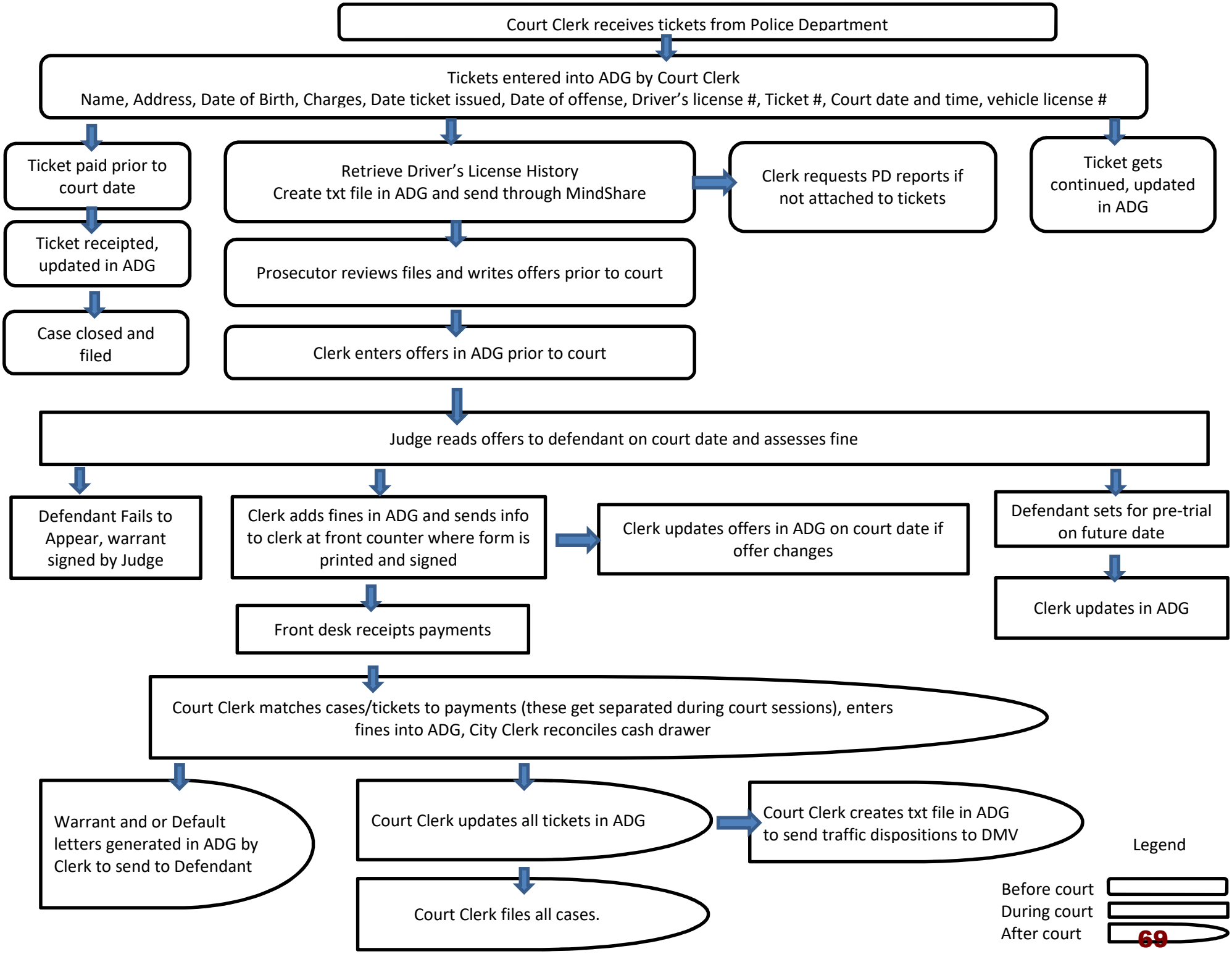
1.15 Two-Factor Authentication

A	The system shall support and require the use of two-factor authentication to comply with CJIS security requirements at any time the system is accessed from a non-secure device or location.	<<< Make a Selection >>>

1.16 Single Sign-On

A	Each workstation operator shall log on before being recognized by the system.	<<< Make a Selection >>>
B	The logon identification of the operator shall be validated by the system(s) before that operator can perform system functions.	<<< Make a Selection >>>
C	The logon identification (including the workstation ID) will become part of the RMS record for all transactions performed by that operator.	<<< Make a Selection >>>
D	The logon process shall incorporate a "single sign on" to enable logons to multiple authorized systems and interfaces, unless restricted by individual system security.	<<< Make a Selection >>>
E	If the system is not able to provide "single sign-on" as described above the vendor shall describe the number of sign-ons required to access all applications in the system.	<<< Make a Selection >>>

F	The System Administrator and other authorized individuals shall have the capability to configure sign-on messages for subsequent shifts and specific individuals. This screen could include recent BOLO's, pass along information or assignments for the specific officer logging in. Upon configuration the system would build the specific messages.	<<< Make a Selection >>>
G	The system shall provide the capability for the delivery of personalized log on messages personalized to the individual user.	<<< Make a Selection >>>
H	The vendor shall discuss in detail the capabilities of the system to incorporate Microsoft Active Directory and Advanced Authentication approaches into the system.	<<< Make a Selection >>>


Court Clerk receives tickets from Police Department
Tickets entered into ADG by Court Clerk
Name, Address, Date of Birth, Charges, Date ticket issued, Date of offense, Driver's license #, Ticket #, Court date and time, vehicle license #
Ticket paid prior to court date
Ticket receipted, updated in ADG
Case closed and filed
Retrieve Driver's License History
Create txt file in ADG and send through MindShare
Clerk requests PD reports if not attached to tickets
Ticket gets continued, updated in ADG
Prosecutor reviews files and writes offers prior to court
Clerk enters offers in ADG prior to court
Judge reads offers to defendant on court date and assesses fine
Defendant Fails to Appear, warrant signed by Judge
Clerk adds fines in ADG and sends info to clerk at front counter where form is printed and signed
Clerk updates offers in ADG on court date if offer changes
Defendant sets for pre-trial on future date
Clerk updates in ADG
Front desk receipts payments
Court Clerk matches cases/tickets to payments (these get separated during court sessions), enters fines into ADG, City Clerk reconciles cash drawer
Warrant and or Default letters generated in ADG by Clerk to send to Defendant
Court Clerk updates all tickets in ADG
Court Clerk creates txt file in ADG to send traffic dispositions to DMV
Court Clerk files all cases.
Legend
Before court
During court
After court

REQUEST FOR PROPOSALS

City of Louisville, Colorado

Information Technology Department

Request for Proposals for Police & Courts Electronic Records Management Systems

The City of Louisville Information Technology Department is accepting proposals from qualified contractors ("contractor") to provide a mature and functioning software solution for Police and Courts Records Management.

RFP Responses must be received by Wednesday, May 30, 2018 by 12 p.m. MST

Digital copies of the Request for Proposal will be available beginning May 11, 2018 online through Rocky Mountain E-Bid System and linked through the City of Louisville's website at: http://www.louisvilleco.gov/business/bidding-opportunities. Any submittals received after the deadline will be returned to the bidder.

The City of Louisville is an Equal Opportunity Employer.

1st Publication: Boulder Daily Camera, May 11, 2018
2nd Publication: Boulder Daily Camera, May 18, 2018

ORIGINAL

City of Louisville

Louisville Police Records Management System & Municipal Courts Management System Software Refresh

Wednesday, May 30, 2018

John Wilkins or John Atkin
1627 Cole Blvd, Suite 300, Lakewood, CO 80401
435.764.1060 Or 801.414.4631
John.Wilkins@tylertech.com
Jon.atkin@tylertech.com

COPY

City of Louisville

Louisville Police Records Management System & Municipal Courts Management System Software Refresh

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Jon.atkin@tylertech.com

Restrictions on Disclosure

This proposal from Tyler Technologies, Inc. ("Tyler") contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler's partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or "Checklist"
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Customized Statement of Work/Implementation Plan

Each of these sections has separately been labeled "Proprietary and Confidential – Subject to Restrictions on Disclosure."

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler's permission, Tyler will grant that permission in writing, in Tyler's sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information, and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

Trademarks Disclaimer

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler's intent to claim these names or trademarks as our own.

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5519 53rd Street
Lubbock, TX 79414
P: 800.646.2633
F: 806.797.4849
www.tylertech.com

Wednesday, May 30, 2018

City of Louisville
Chris Neves
749 Main Street
Louisville, Co 80027

Dear Chris Neves,

On behalf of Tyler Technologies, Inc. (Tyler) we respectfully submit the enclosed proposal for your evaluation and consideration in response to City of Louisville's RFP dated Friday, May 11, 2018, for Louisville Police Records Management System & Municipal Courts Management System Software Refresh. The attached proposal will detail our complete offering, including:

- Incode software applications
- Necessary consultation to define scope of services
- Implementation of software and services
- Required training on provided software
- Ongoing maintenance and support

Our firm has carefully reviewed the project goals, objectives and requirements delineated within the RFP and we are excited about the opportunity to work with City of Louisville on this project. We are confident that Tyler's Incode brings the right mix of resources, experience, and technology to foster an environment for success.

Tyler's 30+ years of government focus and employee dedication enables our partner government agencies to leverage a vast network of experience and domain knowledge with every project. We are committed to this strategy and believe in utilizing our deep breadth of industry / domain experts to facilitate unprecedented innovation within the government technology marketplace.

Tyler Technologies, Inc. is the largest government sector software provider in the United States with over 15,000 customers, 1 million SaaS Subscribers, over 3,800 employees, and 700+ million dollars a year in revenue. Our commitment and investment in the government technology market is our sole focus and strategy.

This proposal and cost schedule shall be valid and binding for 120 days following the RFP due date. Except as set forth in this proposal, this proposal may be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners rather than just customers, and we want you to become a Tyler partner to share in our success. Our partners, like you, understand the difference between value and cost, and want what is best for their communities. Please contact John Wilkins or Jon Atkin,

your Account Executives at 435.764.1060, 801.414.4631 or via email at John.Wilkins@tylertech.com or jon.atkin@tylertech.com if you have any questions, or if you need additional information.

The officer signing this letter is authorized by Tyler Technologies to negotiate and has signature authority to bind Tyler Technologies to this response.

Respectfully submitted,

Dane Womble
President – Local Government Division, Tyler Technologies, Inc.

CONTACT AND COMPANY INFORMATION

Name of your Company/organization – Tyler Technologies, Inc.

Type of Organization: (Corporation, Partnership, etc.) – Tyler is a Corporation incorporated in the State of Delaware

Address – 1627 Cole Blvd, Suite 300, Lakewood, CO 80401

Name and Address of Project Team or Firm – Same as above

Contact Person – Jon Atkin & John Wilkins

Telephone, Fax, E-mail – 800.646.2633, 806.797.4849 & jon.atkin@tylertech.com or John.wilkins@tylertech.com

TYLER'S NATIONAL OFFICE LOCATIONS

Arizona
8950 S. 52nd Street, Suite 309, Tempe, AZ 85284

Colorado
1627 Cole Blvd, Suite 300, Lakewood, CO 80401

Georgia
2160 Satellite Blvd Suite 300, Duluth, GA 30097

Illinois
2604 E. Dempster St, Park Ridge, IL 60068

Iowa
2730 Ford Street, Ames, IA 50010

Maine
700 Mount Hope Ave. Suite 101, Bangor, ME 04401
370 US Route 1, Falmouth, ME 04105
One Tyler Drive, Yarmouth, ME 04096

Massachusetts
340 Fordham Rd, Suite A, Wilmington, MA 01887

Michigan
1194 Oak Valley Drive Suite 150, Ann Arbor, MI 48108

Missouri
1601 Iron St., N. Kansas City, MO 64116
116 Cliff Cave Road St. Louis, MO 63129

Montana
11 N 26th St., Billings, MT 59101

New Hampshire
Heron Cove Office Park II, 10 Al Paul Lane Suite 202,
Merrimack, NH 03054

New York
23 British American Blvd, Latham, NY 12110

Ohio
4100 Miller-Valentine Court, Moraine, OH 45439

Ontario
90 Sheppard Ave. East Suite 602, Toronto, Ontario M2N 3A1

South Dakota
4400 Technology Dr., Sioux Falls, SD 57106

Texas
911 Northwest Loop 281 Suite 400, Longview TX 75605
5519 53rd St, Lubbock, TX 79414
5101 Tennyson Parkway, Plano, TX 75024

Washington
2114 Caton Way SW, Olympia, WA 98502-1105
1601 East Valley Road Suite 200, Renton, WA 98057

Wisconsin
10617 W. Oklahoma Ave. Suite U-1, West Allis, WI 53227

Statement of Interest

In response to the City of Louisville's RFP, Tyler Technologies is proposing its Incode solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's Incode solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the City's complex needs.

Choice

Though the City of Louisville will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler's Incode solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the City will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose, Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

Court Case Management

Tyler's Municipal Court solution utilizes a variety of user-defined options so that the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space. Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients.

We feel that when you purchase software, it should be a long-term item, not one that you will be purchasing every few years. Tyler provides on-going development to continually provide enhancements to keep the software on the cutting edge, while continuing to meet all State requirements. Compare product for product and you'll see that Incode beats the competition hands down. Our feature rich court system will improve your court's efficiency, accuracy and overall abilities to meet the demanding needs of today's court.

Tyler Public Safety

Tyler Public Safety solutions deliver results, enabling local law enforcement agencies to be more effective, accessible, and responsive to citizens' needs. When the safety of citizens, law enforcement, and fire and rescue personnel is at stake, results matter!

Offering a comprehensive yet flexible solution with user-defined options and time-saving features, Tyler Public Safety has easy-to-use features such as Windows drag-and-drop functionality, multimedia integration, and powerful reporting capabilities.

Commitment

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 98 percent and long-term relationships with our users. With more than 15,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

Protecting Your Investment for Years to Come

Tyler's "Evergreen" Development Philosophy insures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software. Tyler's purchase of New World Systems in 2016 provided our Public Safety customers an additional upgrade path. As part of our evergreen licensing philosophy, Tyler commits to providing clients with ongoing product updates, enhancements, platform upgrades, etc., as a function of our Evergreen Philosophy, the City will be able to move to future generations of new technology with minimal implementation costs and without making another significant investment in license fees.

Partnership

We want to thank the City of Louisville for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by the City of Louisville in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

Project Approach & Proposed Scope of Work

Examples of Similar Projects

Wichita Falls, Texas

Integration with online payment portal yields 60% growth in cash collections

The Wichita Falls Municipal Court was operating antiquated software that was creating longer lines at the counter. Now citizens have 24-hour access through an online payment portal. Cash collections and time savings are up while foot traffic is down.

Challenges:

- Antiquated software that wasn't integrated
- Cash collections were limited to customer service window
- Excessive foot traffic

Results:

- Integrated Tyler's Incode Court Online payment portal
- Gave citizens 24/7 access by placing link to the portal on city's website
- Reduced clerical staff workload by 20%
- Increased online cash collections by 60%
- Saved more than 26 hours per month in cash collection processing
- Decreased foot traffic 63% in 3 months

Belton, Missouri

New way to communicate with defendants eliminates court notice mailings

Failure-to-appear notices, coupled with a growing caseload and fewer resources, were beginning to drain this Missouri municipal court. They recovered by using the Incode software to reduce foot traffic, warrants issued and failure-to-appears.

Challenges:

- Growing case loads and fewer resources
- Failure-to-appear notice processing was expensive and a resource burden

Results:

- Reduced courtroom traffic by 23%
- Reduced warrants issued by 33%
- Reduced failure-to-appears 8% in first 60 days after implementation
- Built-in reporting allows court to better respond to problem areas related to appearances

O'Fallon, Missouri

Court drops foot traffic with online payment option

Lines were getting longer at the counter. The court needed a more efficient way to process 70-85 payments per week and take in approximately $32,000 per month. They got it by offering an online payment option. Now the court has reduced foot traffic and increased cash collections while staying in compliance.

Challenges:

- Customer service lines were too long
- Inefficient cash/check handling
- Keeping up with credit card legislation

RESULTS:

- Integrating the Incode Court Online payment portal has:
  - Reduced foot traffic by increasing the number of defendants paying fines online
  - Reduced cash and check handling
  - Streamlined payment procedures to keep the court in regulatory compliance with current credit card laws

THE CITY OF OTTAWA POLICE DEPARTMENT, KS

Integrated Justice: The Power of Data Sharing Across Jurisdictions

AT A GLANCE

- **Employees:** 29 sworn officers
- 6 civilian employees
- **Population**: Approximately 13,000
- Tyler Client Since: 2009
- Tyler Products Used: Incode®, Brazos™
- **Website:** www.ottawaks.gov/Departments/Police

SITUATION OVERVIEW

Assistant Chief Adam Weingartner of the Ottawa, Kansas, Police Department, knows the importance of integration. The city his police department serves is roughly a 20-minute drive to the City of Wellsville, another rural community within Kansas' borders. Where one city's jurisdiction ends, the other's begins. But criminals never seem to worry about such arrangements.

"Our cities interact with the same criminals on a regular basis," Chief Weingartner explained. "We know we're going to be dealing with the same people, so we want to see each other's information."

The idea is straightforward, and the goal significant: information sharing with other jurisdictions equips officers with the data they need to catch criminals. The road to that goal, however, can be long, winding and filled with manual processes. But technology can act as a GPS system, directing agencies to the best path to take and the shortest route to that destination. Chief Weingartner explained the significant of technology's role in his agency:

Joining Forces

"Criminal activity is not localized – just because they leave our community doesn't mean they won't commit another crime," he said. "Technology connects us so that all jurisdictions get the same information at the same time, so we know how best to respond."

With the goal of integration firmly in mind, the Ottawa Police Department created a consortium between Ottawa, Wellsville and Franklin County to determine the software vendor best equipped to connect the three agencies. They settled on Tyler Technologies' Incode public safety software to provide a shared solution that allowed for real- time information sharing, among other benefits.

The chief factor in the selection of Incode was the ease of use by those in the fiChief Weingartner said.

"Then end-user experience was the most important thing. That meant the police offi on patrol had to like it, they have to do so many things at once that we wanted to make it as easy as possible for them," he said.

The City of Greenwood Village, Colorado

Eliminating Paper-Based Processes for Increased Efficiency

At a Glance:

- Employees: 91
- **Population:** 14,652
- Tyler Client Since: 1999
- **Tyler Products Used:** Tyler Public Safety™ and Brazos™
- **Website:** www.greenwoodvillage.com

The Challenge

The City of Greenwood Village Police Department was struggling with its paper-based records management system. The Denver suburb's software did just enough to allow the agency to get by, forcing staff to pick up the slack in places where their software should have been responsible.

Replacing Paper with Technology

Police Chief John Jackson was tired of relying on the paper-based processes that were burdening his staff – he wanted Greenwood to implement software that took advantage of technology while easing his

employees' workload and improving efficiency. Greenwood's subsequent search for software led them to Tyler Public Safety and Brazos.

> *"The most important things we were looking for were connectivity, functionality and ease of use. We wanted to be able to connect internally and externally," Jackson said. "Tyler's software made the most sense – it had a lot of what we were looking for and was also the most economical."*

After an extensive selection process, Jackson and his team chose Tyler's software to easily and efficiently manage all the essential functions of Greenwood's day-to-day environment. The Tyler Public Safety software manages records and computer-aided dispatch to streamline the police department's critical data, while Brazos eCitation eliminates manual ticketing processes and saves the department time and money.

Integrated Systems Lead to Increased Connectivity

Because the city's municipal court already used Tyler software, the Greenwood Village Police Department's decision to choose Tyler Public Safety and Brazos was even easier. The ability for both court and public safety to access and share information promised streamlined processes and better data for the Colorado city.

Innovative Solutions

Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully utilize Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

On-time & Budget

Tyler's implementation team tightly manages Scope and budget of Project and collaborates with the City's project team to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently. Additionally, Tyler's Project manager collaborates with the City's project team to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.

Availability

Tyler's Incode Court & Public Safety 3-6 months go live. Below we have included examples of time lines, project schedules and plans.

Project Schedule & Implementation Process

Tyler's implementation process demonstrates our long-term commitment to our public sector clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler's goal is to provide the best software, services and support to you, our clients. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 8,000 public sector implementation projects.

Proven Approach

Tyler utilizes a proven stage-driven implementation approach. An approach of this nature is preferable because it allows for ongoing validation of system decisions throughout the project as improved knowledge is learned and shared during each stage. The stages build on one another, allowing the project to progress with the goal of delivering a refined and mature solution which meets your policies and procedures, while taking into account best practices recognized in the industry. Moreover, this approach ensures that process-specific details are mastered prior to moving to each subsequent stage. A formalized sign off process, defined by major objectives, deliverables and outcomes, is the key to a successful implementation.

Methodology

Tyler's methodology is straightforward and based on three vital foundations: industry experience, expert resources, and a globally-recognized project management approach. We combine our in-house expertise in successful implementations and integrate it with the principles of the Project Management Institute® (PMI), a globally recognized organization dedicated to the project management profession.

Utilizing the five process groups outlined in the PMI's *PMBOK® (Project Management Body of Knowledge) Guide* — Initiating, Planning, Executing, Monitoring and Controlling, and Closing — we deliver a tested and proven approach to every project. We have integrated industry tools and technologies from PMI with Tyler's implementation experience, to yield a proven approach that is

tailored specifically to the public sector. Our project managers are trained to maintain the professional standards of PMI.

Tyler's trained personnel perform and guide all aspects of an implementation. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes.

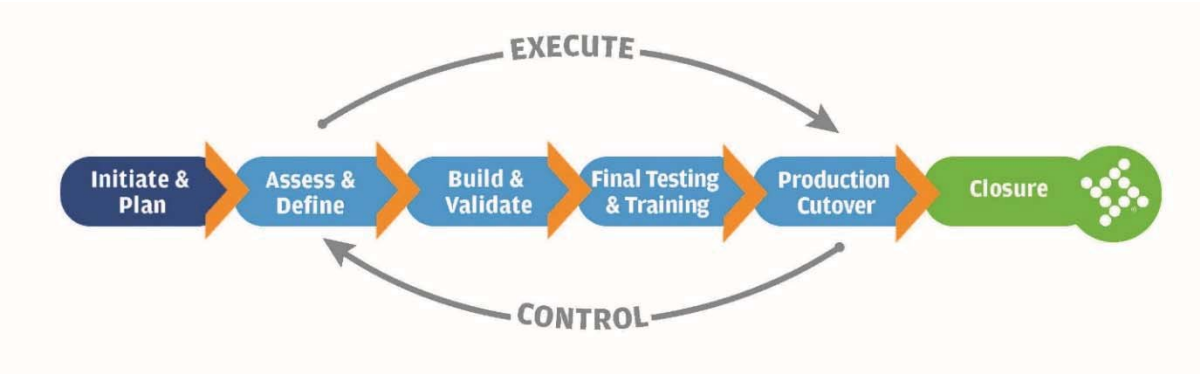
Our implementation process also emphasizes the importance of cultural change management. This is how we guide you through the changes that accompany implementation of a new software system and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. The proof of our approach is in the outcome — a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure your organization fully understands and accepts the project progress. It is at these check points that your stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next stage.

Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully utilize Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

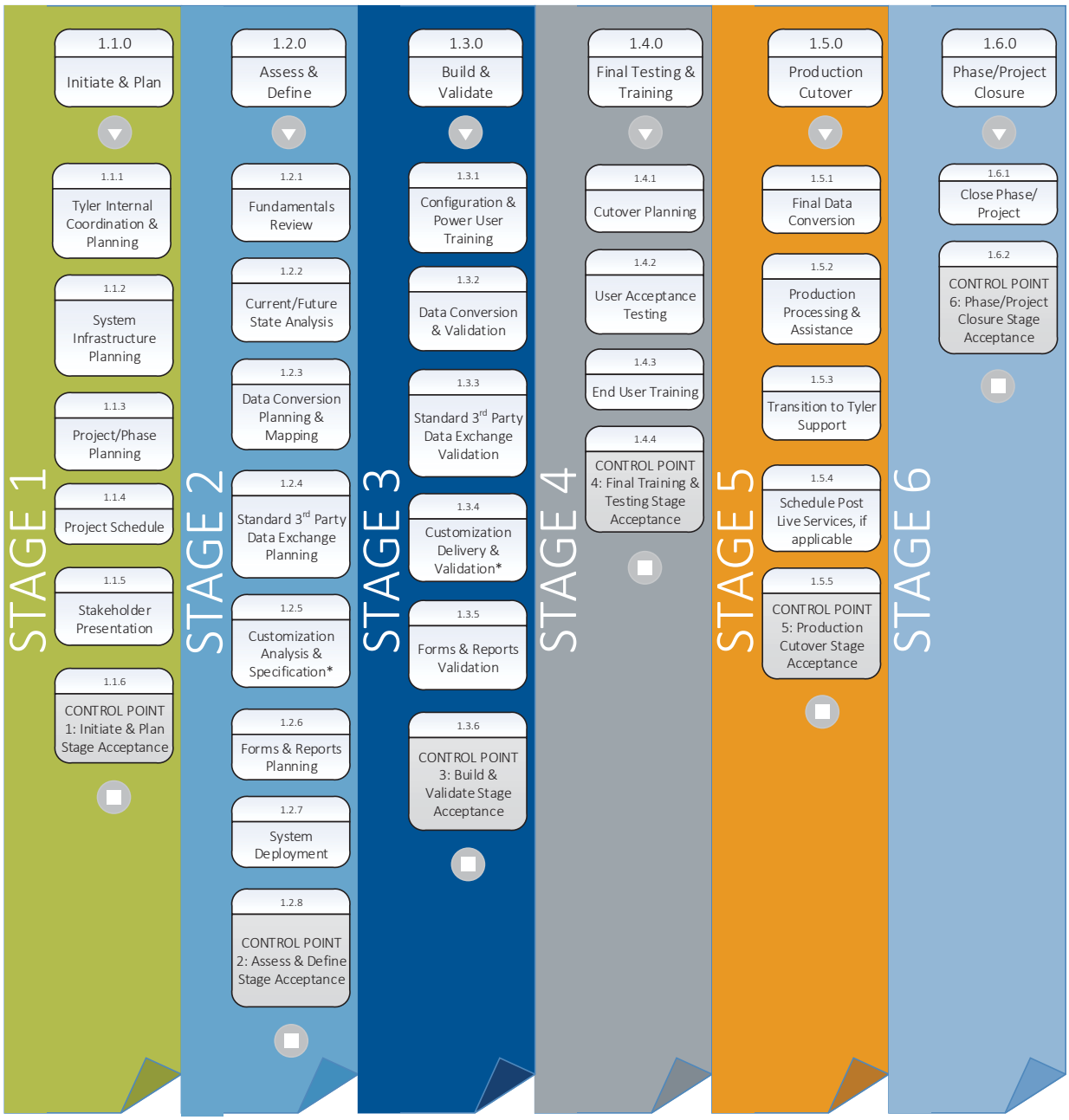
Implementation Methodology Overview

The Tyler approach, built upon PMI process groups and our industry expertise, is depicted on the following high-level illustration.



Work Breakdown Structure

PMI utilizes a Work Breakdown Structure, or WBS, to depict overall project work. Tyler uses this key PMI tool to show our implementation approach in greater detail.



* - If included in project scope

Stage 1: Initiate & Plan

This stage of the implementation process commences once a contract has been signed. The project starts with the implementation team comprised of your executive sponsor, project leader and the Tyler project manager, who work together to define project expectations and establish a baseline project plan and schedule. During the Initiation stage, the Tyler team leads discussions with you to begin system infrastructure planning, outline goals and timelines, and finalize processes for the implementation of all products in the scope of the project.

As part of the Planning step of this stage, project stakeholders within your organization are identified. These stakeholders monitor the overall project and are essential to a successful implementation. They ensure that the project is aligned with your larger goals. This group, in conjunction with Tyler's project manager, is responsible for monitoring the project and providing formal acceptance of each stage. Once stakeholders are determined, functional leaders are chosen for the project to provide expertise on your business processes. Implementation Management Plans are provided to all, which outline the management of scope, schedule, quality/testing, resources, communication, upgrades and risk. These plans may be updated in cooperation with the project team.

The Planning and Initiation stage concludes with a high-level project schedule Stakeholder Presentation to all of your key project stakeholders.

Stage 2: Assess & Define

The Assess and Define stage starts with a fundamental review to provide your project team with a preliminary knowledge transfer of how the system functions. The goal of this stage is to examine and analyze your unique business needs and to translate the findings into a system design plan as an output. Tyler's consultants and your subject matter experts perform a Current/Future State Analysis of your current and required future business processes. The system design plan addresses key business drivers, which ensures that all requirements for a successful implementation are presented and accepted. Additional outputs of this stage consist of a plan addressing and identifying data conversions, standard data exchanges to third party systems, and forms and reports.

The Assess and Define stage concludes with a formal acceptance of the defined deliverables and project outcomes.

Stage 3: Build & Validate

After the system is built, your internal team will work with the Tyler team to establish and validate the system configuration and complete due diligence for systems readiness during the Build & Validate stage. Your project staff validate the system design, converted data, standard third party

data exchanges, forms and reports. A strategic component of this stage ensures the key individuals are trained and enabled for self-sufficient system operations.

Once trained, validation and testing procedures commence in an iterative fashion for data conversions, third party data exchanges, employee and citizen-facing forms, and key stakeholder reports.

This stage is considered completed when the primary/key users have reviewed the system configuration to ensure that they are in alignment with the business processes, goals and objectives of the project.

Stage 4: Final Testing & Training

The Final Testing & Training stage is designed to facilitate maximum knowledge transfer. Together with the Tyler project manager and implementation consultants, we will develop a cutover plan which will detail the critical items that need to be completed in order to go live, such as: final trainings, interface testing and validation, conversion cutover schedule and timing, User Acceptance Testing (UAT) and the training schedule to roll-out the system

Prior to end-user training, your users will follow detailed test scripts through a UAT process to ensure proper validation of the system is performed. UAT ensures that all data and configuration needs have been met and that the software is ready for day-to-day business processing.

This stage concludes with final training for your end users and formal approval of the system's readiness to support your business processes prior to moving forward to go-live.

Stage 5: Production Cutover

The vital stage of Production Cutover is comprised of production and post production support. Final data conversion is completed as necessary. All the prior training and planning now culminates as your organization is self-sufficient within the new Tyler environment. Now you are operating in the production environment with the support of the Tyler project team. If required or planned upon during the initial stages, post-live education and training is implemented.

The phase closes with a transition to the product support team.

Stage 6: Phase/Project Closure

The final stage of implementation, Phase/Project Closure, is to bring a formal closure to the project phases, or to the whole Tyler implementation if no additional phases are required. Through a formal project close-out meeting and acceptance from stakeholders, both teams formalize the completion of a successful Tyler implementation. The deliverables completed through the project close-out meeting

may include such topics as lessons learned, a review of accomplishments and final acceptance of the project work completed.

Project Risks and Mitigation

As with any major project, there are risks both large and small inherent to implementing a new software system. That is why you need experts to guide you through the process from start to finish. Tyler has been delivering software solutions to the public sector since 1966. Our vast experience and adherence to the industry-leading Project Management Institute (PMI) approach to project management give Tyler the knowledge to measure risk and to implement procedures which mitigate and minimize risk to our clients.

During the planning stage of the project potential risks and mitigation techniques are discussed to limit impact in a successful project. The largest project risks inherent with a software implementation of this size are in the adoption of change and the follow through on meeting your stated goals. In every project, there are people and departments that are resistant to the change needed to fully utilize a new system. It is important that these individuals and groups be identified early in the project, and a communication and coaching plan be put in place to minimize their impact on the project and the intended results. Stakeholders can assist by communicating management's commitment to the project, establishing clear internal expectations for the staff, supporting change management efforts, enforcing changed business practices and holding resources accountable for completion of tasks necessary for project deadlines. Implementing a new software solution is a commitment that requires full buy-in from all levels and properly allocated resources for both time and effort. Ensuring that tasks are monitored and prioritized accordingly helps ensure a successful, on-time project completion.

The best way to minimize any risk and maximize the benefits of a Tyler implementation is to communicate and document decisions as thoroughly as possible during the planning stage of the project. A Risk Management Plan, Communication Management Plan, Change Management Plan, and Risk Register will all be part of the overall Project Plan. These documents will provide a list of the potential project risks, identify ways to mitigate the risk that each brings and describe what to do in the case of a risk impacting the project and how to compensate for that change. Communication and planning can help to prepare for risks and minimize the impact they have on the overall implementation.

Organizational Change Management

Public sector organizations of all sizes find it challenging to adopt new approaches and processes even when given the opportunity to do so through the implementation of a new software system. To realize the benefits our software can provide to our clients, it is necessary to adopt business practices

and approaches that leverage the features and tools provided by Tyler. It is only through enterprise-wide adoption of new technology, processes and business practices, that the biggest improvements to key areas such as efficiency, data access and cost savings are realized as an organization. Organizational change management practices and principals are designed to help our clients through the change process, achieving a higher level of adoption and reaping the benefits of changes required by the implementation of a new software system.

Tyler's Project Managers are trained in change management and assist during the implementation process with the human side of change. Effective communication is one of the core components of change management: identifying who to communicate with, the proper communication methods and determining the timing, tone and content of the messaging. A communication plan encompassing these critical decisions will be updated during the planning stage of the project by both project teams. Tyler believes that for your project to be successful, change management must be sponsored from top down in your organization, because it requires a high level of adoption of desired changes. In addition, leveraging our extensive past experience, our project team will do everything possible to advise you in this process throughout implementation.

As a company, we embrace the following principles and utilize each in an effort to mitigate potential change management issues:

- Start to Finish: Change management must begin early on, and extend through and beyond the transition to the new system. Creating ownership early on is absolutely essential to a successful implementation.
- Integrated and Holistic Approach: Change management strategies must be integrated into overall project management and not treated as a separate and distinct effort. Additionally, since most agencies are experiencing multiple changes at any given time during the project, change strategies and efforts should be managed in a holistic way.
- Collaborate and Leverage Strengths, Experience: Working collaboratively with you ensures that the implementation process leverages internal capabilities, organizational knowledge and relationships, as well as Tyler's experience and expertise in navigating change. Moreover, collaboration and engagement are essential to building support, establishing ownership and gaining buy-in from all affected users.
- Engage and Rely Upon Key Stakeholders: Identifying and empowering representatives from primary stakeholder groups is fundamental to an effective change program, allowing the project team to obtain critical feedback on your needs and change acceptance at key milestones.

- Build on Established Change Methodology: Tyler builds on your established change methodology, if and where it exists, advising you on practices we have seen as effective in other projects similar to yours. Our intent is to supplement and strengthen it where possible.
- Create Frameworks and Build Capability: The most successful projects are those that build lasting capability within the organization, allowing internal resources to support and engender lasting change.

Tyler Testing Plan

A Quality Management / Testing Plan establishes processes and activities to ensure that project objectives outlined within the Implementation Management Plan are successfully implemented. The Quality Management / Testing Plan addresses both the project and the product, meaning that tests are conducted at appropriate times throughout the project and that they test different facets of the product as the future-state system evolves. The tests examine all of the implemented functions and processes to ensure that the goals and requirements for the project are fully satisfied.

Purpose

The Quality Management / Testing Plan defines and monitors critical milestones. Failure to meet critical milestones may negatively impact project timing, which could affect go-live.

It also provides a controlled environment for high-level product testing, taking into account full module integration, import and export interface integrity, functional flow and reliability.

Methodology

Although potential problems can be exposed using standard quality assurance testing methods, the project teams also conduct testing throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive testing plan is set in place and may include the following: system infrastructure audit, conversions, third-party data exchange, customization, form/reporting, configuration validation testing, and user acceptance testing. The Quality Management / Testing Plan will be mutually agreed upon prior to executing any of the tests.

Overview

System Infrastructure Audit

The foundation of the system is fully vetted to ensure that the system hardware meets specifications and vital system infrastructure information is available.

Conversion Validation and Testing

Conversion proofing is performed after each pass of converted data is loaded. Control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. The goal is to have acceptance of conversion programming completed prior to the pre-live period so that final conversions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database for live processing to begin.

Data Exchange Testing

Exchange testing involves the observation of inter-module and third-party data flow and effect. Throughout the implementation, special attention is paid to the exchange integrity of the system which is validated via standard training, parallel testing and customization testing. Whether between Tyler applications or third-party exchanges, all aspects of functional integrity are tested thoroughly. Customization testing is performed to verify that contracted custom modifications delivered from Tyler work as specified in the approved product specifications.

System Design Validation

Testing ensures that the system has been built to conform to the design determined during the Assess and Design stage, and that it complies with the business process decisions you have made. The purpose of the test is to provide an opportunity for validation of business process decisions in the actual application. A key part of the test is to conduct a transaction test, during which typical business transactions, specific to a given area of configuration, are duplicated and validated.

Forms and Report Testing

Testing of your constituent-facing output — checks, invoices, bills, permits, report cards, etc. — is an essential component of the testing plan. Each constituent-facing form and report is validated using the data output created during the system design validation. This continues as a repeated and iterative process whereby testing occurs as your users validate processes, print these outputs as part of training sessions and perform User Acceptance Testing (UAT).

User Acceptance Testing (UAT)

The objective of UAT is to confirm that the system is ready for daily deployment and operational use. During UAT, your functional leads and power users are required to participate by testing the system's functionality, features and performance. Tyler guides you through this process by assisting in the establishment of a test plan and implementing routine communication protocols to ensure reported issues are prioritized and addressed based on established standards. Thorough end-to-end testing

completed by your functional leads and power users sets the tone for the success of the production cutover process, both in system readiness for live transactions and in user proficiency in the software tools prior to go-live.

The Benefits of Testing

Through this process, end-users gain extensive product experience, develop a high level of confidence in Tyler's products and understand their specific functions within the system. Expected benefits from the completion of these tests also include:

- The infrastructure of hardware and network design is thoroughly tested
- Customizations and exchanges are fully integrated into the product
- A managed issues list is fully quantified

Software Environments

Customizations, exchanges, conversions and other data and programmatic elements are tested in a non-production environment. This environment also serves as the UAT environment.

This environment provides the structure and supporting programs for user testing performed throughout the duration of the project. The desired result of the user testing process is functional goal acceptance achieved through managed issue identification, resolution and testing.

Measurement and Tracking

Once corrections have been delivered, your Project Manager and the Tyler Project Managers determine if repeat testing can continue from a stopped point or if it must be restarted.

Tyler requires a final sign-off prior to going live on any module. This sign-off document will outline the status of any remaining open issues related to the module, confirming the issue status and the associated priority code. Your project team and the Tyler project team will review all items and make a decision as to the ability to begin live processing. The sign-off will signify the end of the system test stage for the module.

Testing Conclusion

Clear communication, recordkeeping and analysis by your project team, Tyler Project Manager(s) and Tyler implementation teams are critical in order to move through the testing phase both successfully and in a timely manner. A member of these teams will need to identify the issues and then determine what type of issue resolution is necessary. Most issues can be categorized as they relate to the following:

- Module design or setup
- Best practice re-engineering
- Change in scope
- Software modification requests

Issue tracking, resolution accountability, timely testing and completed issue resolution are absolutely necessary in a successfully completed project. The testing phase is a shared responsibility and must be recognized as such.

Tyler Training Plan

A key part of any implementation is training users at all levels. Fully trained users understand how to use your new software system to record and report information that helps them to do their jobs better. This is critical to user acceptance of the system and crucial to a successful implementation.

Tyler offers several training formats to accommodate our diverse clients' needs. On-site training by Tyler staff provides hands-on learning in your own labs. Tyler also provides flexible alternatives including remote collaborative training technology, and may offer video and software tutorial media. Regardless of the scope or logistics, your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your data. Tyler requests that managers attend training with their employees. This ensures that the managers can confirm the proper transfer of knowledge has occurred. This also allows employees to ask the manager policy-related questions about how the system will work within their department.

Tyler has developed a dynamic set of training and education resources and services that are tailored to your needs, the Tyler products you are implementing and the scope of your project budget.

Training Methodology

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. We refer to our plan as an "education plan" as opposed to a "training plan" for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis we review the current environment, provide Tyler demonstrations, review questionnaires and flow charts, and ultimately arrive at a future state model. The future state model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is only a piece of the overall education needed to be a proficient Tyler user.

Purpose

The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where will classrooms be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

Fundamentals Review

In this step, your functional leads and power users become familiar with the new Tyler system and its capabilities, language and processes before the start of the current/future state analysis. This allows users on your team to better engage with the Tyler implementation consultants during regular training hours, empowers your staff with experience and a more complete understanding of the system, and provides a strong foundation for ongoing conversations regarding the future state processing. Fundamentals review eases the transition into implementation and training, garnering better results and a greater understanding of new processes.

Goals

- Learn general Tyler Technologies terminology
- Experience the basic functionality of your new software solution
- Explore the configuration options including data flow, connectivity, etc.
- Encourage discussions within your organization of desired configuration for design and future processing
- Discover some of the software capabilities available for consideration
- Improve communication between you and Tyler through software knowledge

Configuration and Power User Training

This stage enables your power users to validate the new software based upon the output from the future state analysis. A high-level exploration of the system results in greater comprehension and retention of system features and functionality. Configuration training may include data conversions validation, configuration validation testing, third-party data exchange validation, forms/reports validation and customization validation.

Train the Trainer

Tyler provides training to functional leads and power users throughout the implementation, as the set-up knowledge is key to a self-sufficient user. Tyler provides training to your internal trainers, who in turn train the end user community. End user training is scheduled during the project and is usually done just prior to, or just after, going live. Training materials will be provided and may be customized prior to this training.

Benefits

- Powers users become immediate stakeholders
- Training between the power users and peers creates a comfortable environment
- Reduced learning times and more flexible training scheduling

Technical and System Administration Training

Technical training begins at the time of software installation. Tyler's installation team teaches the technical staff how the software is configured within the operating system, as well as basic system maintenance routines such as backups, loading releases, and refreshing training and test databases.

System administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc. from within Tyler's software. Your System Administrator necessarily attends these sessions; functional leaders should also attend to have a thorough understanding of the permissions and options available.

End User Training

After the functional leaders and power users are trained, the system parameters and tables are set up and/or converted, and processes are defined and tested. End users attend applicable scheduled training. Many agencies conduct this training prior to go-live so that these users may assist in system testing and verification, and become familiar with their new processes.

Scheduling and Attendance

Tyler prefers a classroom and curriculum approach for on-site training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user (minimum of one computer for every two users, but ideally one per user), a whiteboard, a printer in the room or nearby, and one computer connected to a projector. The size of the class depends on the classroom size and the available computers for training. Ideally, a class size should be limited to twelve (12) users in order to keep the session controlled and ensure that all users are receiving an appropriate level of personalized attention. The specific course topics are discussed and scheduled after analysis, depending on your agency's specific training needs.

Attendance to the training is critical during implementation. By participating in training courses, your employees gain critical hands-on experience with the system, and learn the Tyler approach. Tyler's training staff will take attendance during classes, and relay that information back to your Project Manager for review. This ensures that users get the complete benefit of training and reduces support incidents after go-live.

Responsibilities

Both teams collaborate on all aspects of training which will be discussed and documented during the planning stage of the project. The expectation is for Tyler to provide one occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members so that they can then disseminate the information they learn to others in your organization if or when necessary. Tyler knows the value of being prepared for the use of our software in production, so we contribute to an ongoing education effort by recommending functional processes to be presented to specific departments, and share training materials used during our sessions. Our goal is to partner with you and lend our expertise and best approaches based on our experiences, in order to allow your resources to be successful at go-live. Changes to these expectations are discussed during project planning, and are based upon your specific business environment and resources.
Additional Training Resources

Additional Training Resources

Tyler University – Tyler U*

Tyler offers training through our Learning Management System — Tyler U — to our client base. Tyler U training provides an excellent opportunity for customers to learn introductory, new, or advanced processes at their own pace.

State User Groups

Sound development of the Tyler product is largely driven by existing clients. To that end, we encourage active, client-organized product user groups. User groups typically consist of like-minded customers in geographic proximity of one another and running the same or similar Tyler applications.

Online Resources

Our knowledgebase and website include hundreds of searchable documents, videos and reports for users to view, download and modify. These include how-to documents, user conference session documents, best practices and more.

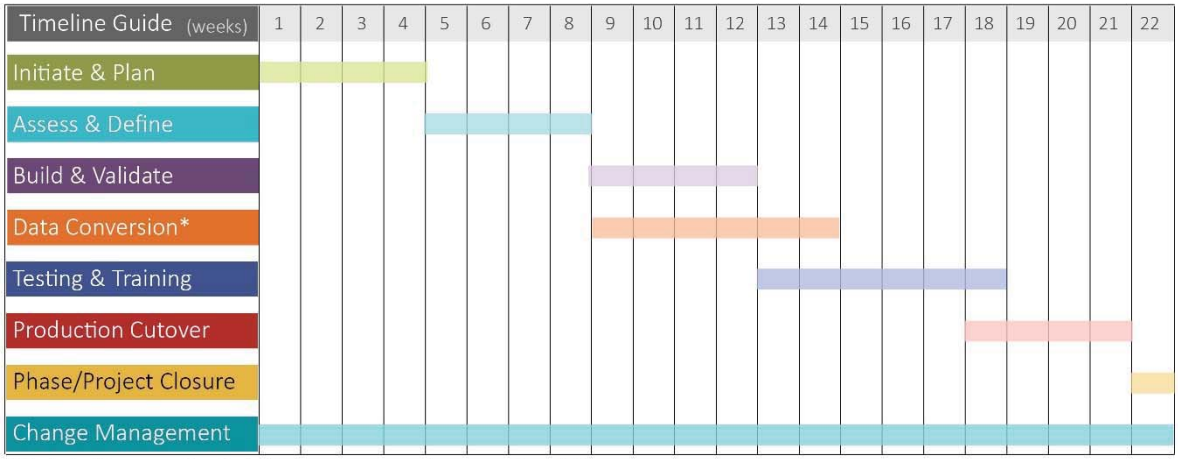
Tyler Connect

Tyler hosts an annual education forum, Tyler Connect, which serves our customers' need for new or refresher information on our software products. Each class is tailored to meet the needs of attendees in order to increase productivity and, ultimately, improve responsiveness to your citizens and clients. Tyler is a nationwide community dedicated to learning, growing, sharing, and connecting every year.

*Not available for all Tyler solutions and products.

Implementation Guide

The Implementation Sample Gantt chart is included here as a reference tool to see the most ideal scenario for your software implementation. This is merely a suggested timeline, and is in no way a commitment from Tyler.



*If included in scope of project. Review scope or cost summary for details

RESPONSES TO POLICE RMS & MUNICIPAL COURTS FUNCTIONAL REQUIREMENTS

Tyler has included our responses to Appendix A, B and C located below in this Section of the RFP response.

Tyler Resources

Tyler actively seeks the best talent to help us develop, implement and support our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused into dedicated departments. Our product expertise is strengthened by the fact that many of our employees have years of experience working at public sector agencies prior to joining Tyler. These professionals bring a unique perspective to Tyler's mission because they truly understand what our clients need to operate at their best. We recognize that our ability to hire the best candidates ultimately impacts our clients. We hire exceptional people who become part of the project team for the duration of the project.

Upon award of contract, Tyler Technologies assigns a Project Manager and quality project team to ensure your implementation success. In reviewing and understanding your goals and requirements, we provide an implementation team best suited to deliver services to achieve your needs. We believe this is an important step in the implementation process and appreciate your patience as we make arrangements for resources to be allocated to your project. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.

Court & Public Safety Project Team Experience

A successfully installed system is not based solely on the offered functionality, but also on the expertise, experience, and clarity of both Incode and City's Project Team. With over 700 successful court & public safety implementations Tyler's Court & Public Safety team has managed more contemporary implementations than any vendor in this market space. As such, the City can be confident that the eventual success of this project will leverage years of experience and highly trained service professionals.

INCODE COURT & PUBLIC SAFETY PROJECT TEAM RESUMES

*Sample resumes included - Project Managers, trainers, consultants, and other team members are selected only after contracts have been signed and returned to Tyler. Once we have fully analyzed your situation we will provide you with the implementation team best suited to your needs. We believe that this is an important step to the implementation process, and would appreciate your patience as we make this crucial decision.

Name	Deborah C.
Title	Project Manager - Courts
Education	LeTourneau University, Bachelor of Science - Business Management
Tenure	Employee since June 2009
Experience	As a Project Manager, Deborah uses her knowledge and background acquired from having been a Sr. Implementation Specialist for the InVision Court Product for four years. This insight is very beneficial when working with small to medium size courts. Deborah also has more than 25 years of Consulting experience specializing in Training and Adult Education.; along with several years of project management.
Reference Projects	Arlington, TX Birmingham, AL Corpus Christi, TX Dunwoody, GA

Name	Jonathan L.
Title	Product Manager
Education	Lubbock Christian University, Bachelor of Arts in Psychology
Tenure	Employee since 2006
Previous Titles	Implementation Manager, Court and Public Safety Project Manager
Experience	Jonathan specializes in implementation of the Incode Court Case Management product for municipal courts of significant size. He has had the privilege of working with clients like Carrollton, Arlington, St Louis County, Birmingham, San Antonio, Pueblo, and Dallas over the years. Before Tyler, Jonathan was in charge of technology for a health claims administrator and then worked as a production manager for a custom web development firm. Jonathan has been a certified Project Management Professional since 2006, and he just finished a term as the VP of Marketing and Communications for the West Texas Chapter of the Project Management Institute. He enjoys speaking on the topics of effective project management, communications, and change management.
Technology	OS Software: Windows (all versions), Macintosh; Expert in Microsoft Office, as well as Microsoft Project and Visio; Previously implemented and maintained Microsoft SharePoint Server and Microsoft Project Server
Reference Projects	Arlington, TX Dallas, TX

Name	Lori R.
Title	Court Implementation – Team Lead
Education	University of Wisconsin – Business Management
Tenure	Employee since October 2005
Experience	As former Principal Implementation Consultant and Sales Solutions Consultant, Lori has been involved with Tyler Court Projects from initial contact and sale, to the completion of the implementation. Before her 10 years with Tyler, she had been in Municipal Government as a Court Administrator and Judge, as well as City Secretary and Human Resources Director. With over 20 years of experience in the Public Sector, Lori has provided the knowledge and background required for successful implementations.
Reference Projects	San Antonio, TX Artesia, NM West Linn, OR Midwest City, OK Knoxville, TN Cedar Park, TX

Name	Eddy P.
Title	Principal Implementation Consultant
Education	Texas Tech University, Bachelor of Business Administration – Management
Tenure	Employee since July 1999
Experience	As the Principal Implementation Consultant, Eddy has been responsible for the successful implementation of over 400 InVision Courts in more than 15 states in the United States. A majority of Eddy's time is spent working directly with the clients addressing best business practices on all facets of the InVision court software and use of additional modules such as the Prosecutor and Probation modules. Eddy has provided quality training that has equipped the end user with a well-rounded knowledge of the InVision Court software.
Reference Projects	Arlington, TX Birmingham, AL Chattanooga, TN Dallas, TX Oklahoma City, OK Charleston, WV

Name	Konda S.
Title	Principal Implementation Consultant
Education	Amarillo College, Computer Information and Support Services
Tenure	Employee since November 2004
Experience	As the Principal Implementation Consultant, Konda has been responsible for the successful implementation of numerous Tyler Court Case Management Systems in various States. In addition to her 10 plus years with Tyler, Konda has served as a Justice of the Peace as well as a Municipal Court Judge. Konda has provided quality training that has equipped the end user with a well-rounded knowledge of the Tyler Court software.
Reference Projects	Corpus Christi, TX Pearland, TX Pueblo, CO

Name	Cathryn C.
Title	Implementation Consultant
Education	Western International University
Tenure	Employee since 2012
Experience	Cathryn has over 16 years of experience working in judicial environments, in both limited/general court jurisdictions. She has extensive experience in developing a solid background in documentation reconciliation, conversion; court financial & business analysis, court compliance, data cleanup, implementation, court technology management and system training.
Reference Projects	Dallas, TX Manhattan, KS Corpus Christi, TX Pueblo, CO Missouri City, TX Grove City, OH Pueblo of Sandia, NM

Name	Sue K.
Title	Implementation Consultant
Education	Tarrant Junior College, North Richland Hills, Texas – Criminal Justice
Tenure	Employee since September 2014
Experience	Sue has had over 20 years of experience in Local Government, to include Municipal Court and Public Safety. She has been a manager and administrator of Municipal Courts. Sue has extensive knowledge of the Tyler Court Case Management Software and related applications. She is a member and former officer of the Texas Court Clerks Association, and has received numerous awards from the Association.

Name	David R.
Title	Implementation Manager – Public Safety
Education	Texas A&M University – Commerce: Master of Business Administration Texas A&M University; Bachelor of Science – Agricultural Development Blinn College; Associates of Science - Accounting
Tenure	Employee since March 2009
Experience	At Tyler Technologies, David has managed the Implementation Team for Public Safety for the last several years, worked as a Project Manager for Public Safety for approximately two years, and trained clients as an Implementation Consultant for Public Safety for approximately two years. Prior to working at Tyler Technologies, David worked as a police officer for over fifteen years in various positions including Patrol Sergeant, Vice/Narcotics Investigator, bicycle patrol officer, School Resource Officer, patrol, and as a military police officer.
Reference Projects	Boerne, TX Greenwood Village, CO Gulfport, MS Mobile, AL

Name	Blaine S.
Title	Project Manager – Public Safety
Education	Texas Tech University, Bachelor of Business Administration - Accounting
Tenure	Employee since April 2013
Experience	Blaine has managed a wide range of Tyler Public Safety projects which include many of our larger agencies as well as a number of our medium and smaller Police Agencies. Blaine also has experience managing Court Regional Warrant Interface projects. Blaine was a Police Officer before coming to Tyler and is currently working towards getting his Project Management Professional Certificate.
Reference Projects	Gulfport, MS Brentwood, TN Greenwood Village, CO Double Oak, TX

Name	Russell G.
Title	Implementation Consultant – Public Safety
Education	Texas Tech University, Bachelor of Business Administration – Management Information Systems TCOLE Law Enforcement Basic Instructor
Tenure	Employee since November 2010
Experience	As an Implementation Consultant, Russell uses his knowledge and skills from three years of frontline support for the Tyler Public Safety product to configure, train, and troubleshoot during the implementation phase. Russell has years of technical experience that allows him to work with the different installation scenarios unique to each Public Safety department.
Reference Projects	Greenwood Village, Colorado Gulfport, Mississippi Gatesville, Texas

Name	Clark N.
Title	Implementation Consultant – Public Safety
Education	Center For American & International Law (SMU School of Law & Police Management)
Tenure	Employee since September 2011
Experience	As an Implementation Consultant, Clark uses his 22 years of Police Supervision, Public Safety Systems Administration and experience as a Police Staff Instructor to visualize, plan, train and implement personnel on projects which he is involved. He has experience with project management of projects varying in size and complexity.
Reference Projects	Greenwood Village, CO Austin County, TX Kendall County, TX Port Wentworth, GA Derby, KS Winter Park, FL

REFERENCES

Site Name	City of Alamosa
Contact Name	Holly Martinez
Phone	719-589-2593
Email	hmartinez@ci.alamosa.co.us
Address	300 Hunt Ave, Alamosa, CO 81101
Products	Incode Court & Public Safety

Site Name	City of Lafayette
Contact Name	Marcie Meeker
Phone	303-665-5588
Email	marciem@cityoflafayette.com
Address	201 N Public Road, Lafayette, CO 80026
Products	Incode Court & Public Safety

Site Name	City of Golden
Contact Name	Kristen Ramirez
Phone	303-384-8021
Email	kramirez@cityofgolden.net
Address	911 10th Street, Golden, CO 80401
Products	Incode Court

Site Name	City of Pueblo
Contact Name	Greg Robison
Phone	719-539-4555
Email	grobison@pueblo.us
Address	1 City Hall Place, Pueblo, CO 81003
Products	Incode Court

Site Name	City of Ottawa
Contact Name	Connie Sams
Phone	785-242-2561
Email	csams@ottawaks.gov
Address	101 S Hickory, Ottawa, KS 66067
Products	Incode Court & Incode Public Safety

INVESTMENT PROPOSAL

INVESTMENT PROPOSAL NOTES

The following Investment Proposal is based on the stated requirements provided by City of Louisville in this RFP. It includes Tyler software license fees, estimated services, project management, conversion, and travel and expense costs.

Any stated conversion prices may vary depending on cooperation of previous vendor and/or the complexity of converting the data.

Travel expenses are estimated, however, actual expenses will be billable.

The license fees listed in this Cost Summary do not include any tax or other governmental impositions including, without limitation, sales, use, or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by client and shall be paid over to the proper authorities by client or reimbursed by client to Tyler Technology on demand in the event that Tyler Technology is responsible or demand is made on Tyler Technology for the payment thereof. If tax-exempt, client must provide Tyler Technology with client's tax-exempt number or form.

ESCROW-SOURCE CODE

Tyler has established a relationship with a third party escrow company, Iron Mountain Escrow Services, who can store, maintain, and update the Tyler source code. Under specific conditions or triggers spelled out in the source-code agreement, the escrow company can provide the Tyler source-code directly to the City of Louisville. The cost for this *optional service* is a $1500 fee, plus $1500 annual maintenance.

Clients have the ability to enroll in this program at any time (This is an optional service and is not included in our Investment Summary.)

MANAGED HOSTED SOLUTION

With Tyler's Managed Hosting Solution, we will host and manage your Tyler software applications from our facilities. We will provide the ongoing support, maintenance, and upgrades of the applications, hardware, and operating systems.

With this solution you receive clear, concise documentation, defining all aspects of the relationship. You will receive a Contract and Service Level Agreement stating measurable expectations of performance, and the following benefits:

- **Availability** – Available 24x7x365, remote access
- **Ease of Implementation** – Cost effective and scalable way to deliver applications and services in a timely manner

- **Predictable Costs** – Eliminate big up-front costs to upgrade and update hardware needs
- **Disaster Recovery** – Built-in disaster recovery/business continuity

Tyler SaaS

With the Tyler Software as a Service (SaaS) solution, we will host and manage the Incode applications from our facilities. All of your Tyler applications are hosted, maintained, supported and administered on a private cloud by Tyler personnel at our Yarmouth, Maine, or Dallas, Texas, facilities. We manage all regular administrative tasks — including installation, upgrades, support and file maintenance — and ensure all your databases, database servers, operating system, application files and image files are up to date and secure. Users simply access comprehensive Tyler applications and data through a secure Web interface that transmits encrypted data between each client workstation and our dedicated servers. Local governments and schools of all sizes can easily employ this streamlined system, taking advantage of a proven product and doing more with less. No heavy up-front fees, no dedicated IT staff, no maintenance required. It's safe, reliable, affordable and easy to use.

Benefits

- **Easy Budgeting**: The subscription is a set fee, flattening the peaks and valleys associated with the acquisition of software and services. Subscribing dramatically lowers initial costs. It provides a consistent quarterly fee that can be easily budgeted for the duration of the agreement.
- **No Secondary Operational Fees**: No additional fees, such as maintenance and support are required
- **Expandable**: Additional Tyler applications are easily added, as needed

Features

The Tyler SaaS model is reliable, available and secure. There are no code changes to the client or server without proper notification. It offers complete redundancy with no single point of failure. In addition, it utilizes data encryption and Virtual Private Networks (VPN) to transmit all data

- **System Administration**: Tyler performs daily administrative tasks. We address the installation, upgrade, support and file maintenance of the Tyler application and database servers, operating system, database and application files.
- **Security Administration**: Tyler provides secure data transmission paths from each client workstation to the Tyler servers. User Ids, passwords and application access rights for the VPN and the Tyler application are administered by Tyler with the client's final approval.
- **Hardware Performance Maintenance**: Tyler supplies and maintains all necessary hardware required to provide workstation access to the Tyler applications at standard industry performance levels. All repairs, upgrades, and replacements to server hardware are the responsibility of Tyler.

- **Disaster Recovery & Fault Tolerance**: Tyler backs up all system & data files and stores them in a secure off-site location. We have fully redundant telecommunications access, electrical power, and required hardware to provide access to the Tyler applications in the event of a disaster or component failure.

REQUIRED FORMS

5.SIGNATURE PAGE

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	Tyler Technologies, Inc.
Name and Title of Primary Contact Person	Jon Atkin – Account Executive John Wilkins – Account Executive
Company Address	5519 53rd Street Lubbock, TX 79414
Phone Number	800.646.2633
Email Address	Jon.atkin@tylertech.com John.wilkins@tylertech.com
Company Website if applicable	www.tylertech.com

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of the City of Louisville.

06/07/2018

Signature of Person Authorized to Bid on **Date Firm's Behalf**

Note: If you cannot certify the above statements, please explain in the space provided below.

DISCLOSURESTATEMENT

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

NO KNOWN RELATIONSHIP EXISTS Tyler has no known relationship with the City of Louisville

RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

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

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

Dane Womble | President, LGD

Printed or Typed Name | Title

Signature

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

The undersigned hereby certifies as follows:

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

Proposer: Tyler Technologies, Inc. LGD

By: _____, Dane Womble

Title: President, LGd

Date: 06/07/2018

EXCEPTIONS TO RFP

CITY OF LOUISVILLE, COLORADO

Request for Proposal; Police Records Management System and Municipal Court Management System

Tyler Statement Regarding Exceptions to the Aforementioned Procurement Document(s)

Tyler Tecynologies, Inc. ("***Tyler***")'s Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.

Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

Tyler is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

1. We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below

the minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

2. We agree to comply with applicable laws and mutually agreed to customer protocols. We reserve the right to discuss in good faith which laws and protocols you consider applicable, and to identify those in the contract.

3. We do not agree to work for hire provisions Tyler shall retain ownership of all (i) software products licensed to the City; and (ii) proprietary information contained in all deliverables. Tyler reserves the right to protest the public disclosure of its confidential and proprietary information, consistent with applicable public records laws.

4. Any online or written documentation related to the use or functionality of the Tyler's software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation ("***Documentation***") is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only. The City may not publish or otherwise disclose the Documentation to third parties.

5. Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.

6. Tyler prefers to use the standard Tyler contract as the basis for beginning contract negotiations, as it contains provisions specific to the software industry such as license grant, limitation of liability, and infringement of intellectual property. Tyler recognizes that there may be clauses of particular importance to the City that are not included in the Tyler contract. Tyler is amenable to accommodating the City's contract requests by incorporating mutually agreed clauses into the contract.

7. Tyler is willing to negotiate a mutually agreeable acceptance process. Any such process must provide that final acceptance will be issued when the Tyler software operates in live production without Priority Level 1 Defect, as defined in the support call process attached to Tyler's standard contract as an exhibit, for a mutually agreeable period of time.

8. Tyler warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to the City.

9. For as long as the City have a current Maintenance Agreement in place, Tyler warrants that the Tyler software will substantially conform to the functional descriptions of the Tyler software contained in Tyler's Proposal, 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.

10. The City may terminate the contract for cause in the event Tyler fails to cure a material breach within thirty days of the City's invocation of dispute resolution. The City will make payment to Tyler for all undisputed products, services and expenses delivered or incurred through the effective date of termination. Payment for disputed products, services and expenses, and the City's remedies, will be determined through the mutually agreed dispute resolution process.

11. Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and

implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure.

12. Tyler will provide information on representative Tyler personnel. We are unable to assign personnel to a project until Tyler is selected and a contract is signed, in an effort to most effectively use resources.

13. Tyler shall indemnify and hold harmless the City from and against any and all third-party claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct; or Tyler's violation of a law applicable to our performance under this Agreement. The City must notify Tyler promptly in writing of the claim and give us sole control over its defense or settlement. The City agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at our expense.

14. Tyler will indemnify the City from intellectual property infringement by the Tyler software and/or documentation, in accordance with the provision relating to intellectual property infringement indemnification contained in Tyler's standard contract.

15. The City shall be liable for any travel expenses incurred by Tyler in accordance with its then-current business policy. Tyler's current business travel policy is attached to the contract as an exhibit.

16. Neither party may assign the contract without the prior written consent of the other party, except that Tyler may, without the prior written consent of the City, assign the contract in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Tyler's assets.

17. A performance bond, if required, will have an associated cost based upon the total bond amount. The final bond cost may be subject to change based upon changes in project scope. Tyler may only obtain the performance bond after a contract is executed. The performance bond shall be effective for a period of two (2) years. In the event the implementation project is not complete and the City desires to extend or renew the performance bond, additional premiums will apply.

18. A payment bond, if required by the City, will have an associated cost to the City based on the total bond amount.

TERMS & CONDITIONS

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

SAMPLE

LICENSE AND SERVICES AGREEMENT[1]

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.
WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;
NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means [INSERT CLIENT NAME].
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.

[1] HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

SAMPLE

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

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.

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

   1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial

SAMPLE

hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

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

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

1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

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

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing

SAMPLE

and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

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

SECTION D – MAINTENANCE AND SUPPORT

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

SAMPLE

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

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

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

SECTION E – THIRD PARTY PRODUCTS

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

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

SAMPLE

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

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

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

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION G – TERMINATION

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

SAMPLE

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

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

SAMPLE

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

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

2. General Indemnification.

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

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

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

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE

SAMPLE

LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our

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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. 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.
5. 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.
6. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. 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.
8. 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.
9. 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.
10. 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,

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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.

11. 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.
12. 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.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. 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.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. 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;

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(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.

17. 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.
18. 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.
19. 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.
20. 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.
21. Performance Bond. Within ten (10) days of the Effective Date, we will secure a performance bond for the fee set forth in the Investment Summary, which is payable according to the Invoicing and Payment Policy. The bond will have an initial term of twenty-four (24) months. In the event you desire to extend or renew that term, you will provide timely notice of your request to us. You will be responsible for the cost of the extended or renewed bond, and any such extension or renewal is subject to surety approval.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary
Exhibit B Invoicing and Payment Policy
Schedule 1: Business Travel Policy
Exhibit C Maintenance and Support AgreementSchedule 1: Support Call Process
Exhibit D Third Party Terms
Exhibit E Statement of Work

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

Tyler Technologies, Inc. [INSERT CLIENT NAME]

By:_____ By:_____

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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:
[INSERT CLIENT NAME]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT ADDRESS]
[INSERT CLIENT TITLE]

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SOFTWARE AS A SERVICE AGREEMENT[2]

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 Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means [INSERT CLIENT NAME].
- **"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 Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified 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.

[2] HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

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- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the 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.
- **"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 Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

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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 Concurrent 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(8).
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 Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent 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 Concurrent 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(8), 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. 18. 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. 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.

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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.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We 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 any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 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.

6.6 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.

6.7 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. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 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. Our data centers are accessible only by authorized personnel with a unique

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key entry. All other visitors 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.

6.10 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 – OTHER PROFESSIONAL SERVICES

8. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
9. 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.
10. 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.
11. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

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12. 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.
13. 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.
14. 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).
15. 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:
    - 15.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
    - 15.2 provide telephone support during our established support hours;
    - 15.3 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;
    - 15.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
    - 15.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current 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

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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

5. 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.
6. 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.
7. Third Party Products Warranties.
   - 7.1 We are authorized by each Developer to grant access to the Third Party Software.
   - 7.2 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.
   - 7.3 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.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

3. 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).
4. 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

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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. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. 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).
   - 4.1 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.
   - 4.2 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).
   - 4.3 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.
   - 4.4 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.
   - 4.5 Fees for Termination without Cause during Initial Term.[3] If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

[3] IF SERVICES HAVE BEEN PRICED SEPARATELY FROM SAAS FEES, THEN THE APPLICABLE PERCENTAGES ARE 25%, 15% AND 10%

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a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

7. Intellectual Property Infringement Indemnification.
   1.5 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.
   1.6 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.
   1.7 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.
   1.8 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.
8. General Indemnification.
   2.3 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

SAMPLE

settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

9. **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.**

10. **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(2), 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).**

11. **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.**

12. 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

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23. 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.
24. 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.
25. 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, 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.
26. 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.

27. 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.
28. 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.
29. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

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30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
37. 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

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notification by the intended receiving party of a change in address will be borne by the intended receiving party.

38. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
39. 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:
    (e) 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;
    (f) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (g) a party receives from a third party who has a right to disclose it to the receiving party; or
    (h) 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. Contract Documents. This Agreement includes the following exhibits:

    Exhibit A Investment Summary

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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

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.

By:_____

Name:_____

Title:_____

Date:_____

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

[INSERT CLIENT NAME]

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
INSERT CLIENT NAME
INSERT
INSERT
Attn:

SAMPLE

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. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SAMPLE

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 Project Planning Services: Project planning services are invoiced upon delivery of the implementation planning document.
   - 2.2 VPN Device: The fee for the VPN device will be invoiced upon installation of the VPN.
   - 2.3 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.[4]
   - 2.4 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.
   - 2.5 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.[5]

SAMPLE

[4] IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

[5] REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

2.6 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.

2.7 Other Fixed Price Services: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

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

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

SAMPLE

3. Third Party Products.

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

3.2 Third Party Software Maintenance: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

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

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

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

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

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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

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memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%

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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.

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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.

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

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

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 which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

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 incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

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The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. 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 a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle 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.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

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IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform 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.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

SAMPLE

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving

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Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

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

Incident Priority

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

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

SAMPLE

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

SAMPLE

Incident Escalation

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

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group

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

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

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

Remote Support Tool

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

SAMPLE

Exhibit E

Statement of Work

TO BE INSERTED

SAMPLE

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____, 2019 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Louisville with offices at 749 Main Street, Louisville, CO 80027 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 17, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:

    a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
    b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
    c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
    d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Louisville
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1
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. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jon Atkin
Quote Expiration:	5/20/2019
Quote Name:	City of Louisville-LGD-Incode Court 10
Quote Number:	2018-61584
Quote Description:	On Premise Incode 10 Court

Sales Quotation For
City of Louisville
749 Main St
Louisville , CO 80027-1829
Phone: +1 (303) 666-6565

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	$15,270	35	$4,375	$0	$19,645	$0
Incode Court Suite						
Criminal Court Case Mgt	$14,500	88	$11,000	$9,500	$35,000	$3,625
Cashiering	$0	8	$1,000	$0	$1,000	$0
Scheduling	$5,700	0	$0	$0	$5,700	$1,425
Court/Police (non-Incode) Interface (Import or Export of Citations/Warrants/Dispositions)	$5,500	0	$0	$0	$5,500	$0
General Ledger (non-Incode) Interface	$3,850	0	$0	$0	$3,850	$0
Collection Agency Export Interface	$2,750	0	$0	$0	$2,750	$688
Colorado Driving History with DMV	$1,750	0	$0	$0	$1,750	$438
Court Payment Import (Generic Interface)	$2,500	4	$500	$0	$3,000	$625
Output Director	$3,575	8	$1,000	$0	$4,575	$268
DataXchange	$0	0	$0	$0	$0	$0
CO Vehicle Owner Interface	$1,750	0	$0	$0	$1,750	$438
AP Interface to Munis	$0	0	$0	$0	$0	$0
GL Interface to Munis	$0	0	$0	$0	$0	$0
Brazos Citation Issuing Device Interface	$0	0	$0	$0	$0	$0
Sub-Total:	*$57,145*		*$17,875*	*$9,500*	*$84,520*	*$7,507*
Less Discount:	*$27,123*					
TOTAL:	**$30,022**	**143**	**$17,875**	**$9,500**	**$57,397**	**$7,507**

Tyler Software and Related Services - Annual

	One Time Fees			
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Incode Court Suite				
Court IVR	0	$0	$0	$0
Tyler Hosted Applications				
Court Online Component	0	$0	$0	$1,500
Online Record Search	0	$0	$0	$3,500
Notifications for Court	0	$0	$0	$0
Sub-Total:		*$0*	*$0*	*$5,000*
TOTAL:	**0**	**$0**	**$0**	**$5,000**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
Online Application -Set up fee	1	$800	$800	$0
TOTAL:			**$5,800**	**$0**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenence Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	2	$1,050	$0	$2,100	$0	$0	$0
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	3	$400	$0	$1,200	$0	$0	$0
Panasonic KV-S1015C Color Duplex Document Scanner	3	$560	$0	$1,680	$0	$0	$0
TOTAL:				**$4,980**			**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$30,022	$7,507
Total Tyler Annual	$0	$5,000
Total Tyler Services	$33,175	$0
Total Third Party Hardware, Software and Services	$4,980	$0
Summary Total	**$68,177**	**$12,507**
Estimated Travel Expenses	**$4,000**	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Court Suite				
Court Case Management -Conversion	16	$125	$7,500	$9,500
Total:				**$9,500**

Optional Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Court Suite						
Probation Module	$4,400	20	$2,500	$0	$6,900	$1,100
Tyler Jury Module	$8,800	40	$5,000	$0	$13,800	$1,100
Court Web Services/API	$4,400	0	$0	$0	$4,400	$1,100
Jury Data Import (Generic Interface)	$3,025	0	$0	$0	$3,025	$756
Sub Total:	*$20,625*		*$7,500*	*$0*	*$28,125*	*$4,056*
Less Discount:	*$4,400*					
TOTAL:	**$16,225**	**60**	**$7,500**	**$0**	**$28,125**	**$4,056**

Optional Tyler Software and Related Services - Annual

	One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
Tyler Hosted Applications					
Online Jury Component	0	$0	$0		$3,500
Sub-Total:		*$0*	*$0*		*$3,500*
TOTAL:	**0**	**$0**	**$0**		**$3,500**

Population of Louisville 21,128
Annual Violations 10,000

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

Quoted By:	Sarah Koski
Quote Expiration:	8/3/2019
Quote Name:	City of Louisville Police IPS
Quote Number:	2019-65939-6
Quote Description:	Records Management w/ Optional Brazos

Sales Quotation For
Chris Neves
City of Louisville
749 Main St
Louisville , CO 80027-1829
Phone: 303-335-6565
Email: chrisn@louisvilleco.gov

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Public Safety Suite						
Base RMS	$26,400	80	$10,000	$0	$36,400	$6,600
Case Management	$9,240	24	$3,000	$0	$12,240	$2,310
System Administration Training	$0	16	$2,000	$0	$2,000	$0
Tyler Court Case Management Interface (Citations & Warrants)	$0	8	$1,000	$0	$1,000	$0
One Search	$0	0	$0	$0	$0	$0
Property Room	$6,600	8	$1,000	$0	$7,600	$1,650
Sub-Total:	*$42,240*		*$17,000*	*$0*	*$59,240*	*$10,560*
Less Discount:	*$6,600*					
TOTAL:	**$35,640**	**136**	**$17,000**	**$0**	**$52,640**	**$10,560**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
Follow up training	32	$125	$4,000	$0
TOTAL:			**$9,000**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$35,640	$10,560
Total Tyler Services	$26,000	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$61,640**	**$10,560**
Contract Total (Excluding Estimated Travel)	**$72,200**	
Estimated Travel Expenses	**$5,480**	

Optional Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance

Incode Court Suite						
Brazos Citation Issuing Device Interface	$0	0	$0	$0	$0	$0
Incode Public Safety Suite						
Pawn Tickets	$1,650	2	$250	$0	$1,900	$413
Personnel (Training, Evaluation, Certification)	$3,850	32	$4,000	$0	$7,850	$963
Messaging/Message Board	$0	2	$250	$0	$250	$0
Alarm Tracking/Permitting	$1,100	4	$500	$0	$1,600	$275
Sex Offender Registration	$1,650	4	$500	$0	$2,150	$413
Mobile RMS Client	$0	4	$500	$0	$500	$0
CAD Call Data Sharing (*3rd Party CAD to TPS RMS)	$5,500	2	$250	$0	$5,750	$1,375
Brazos Technology Citation Interface	$0	0	$0	$0	$0	$0
Brazos						
Interface: Incode Public Safety Records Mgmt System	$0	0	$0	$0	$0	$0
Interface: Tyler Incode Court Case Mgmt System	$0	0	$0	$0	$0	$0
eCitation - Brazos Rapid Extension Framework - PDA (39)	$31,200	0	$0	$0	$31,200	$6,552
Task: Code Enforcement	$4,063	0	$0	$0	$4,063	$853
Sub Total:	*$49,013*		*$6,250*	*$0*	*$55,263*	*$10,844*
TOTAL:	**$49,013**	**50**	**$6,250**	**$0**	**$55,263**	**$10,844**

Optional Tyler Software and Related Services - Annual

Description	One Time Fees: Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
Brazos					
Real Time Query - Message Switch: State/NCIC query for PDA/MDC/TABLET (39)	0	$0	$0		$7,800
Brazos Hosting Fee	0	$0	$0		$2,468
Sub-Total:		*$0*	*$0*		*$10,268*
TOTAL:	**0**	**$0**	**$0**		**$10,268**

Optional Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Brazos Project Mgmt (plus per diem as needed if not remote)	1	$3,000	$3,000	$0
Real Time Query - Message Switch: State/NCIC query setup and configuration	1	$3,500	$3,500	$0
Set Up & Config	1	$14,500	$14,500	$0
Training	1	$2,000	$2,000	$0
Incode Interface: Set Up & Configuration	1	$0	$0	$0
IPS Interface: Set Up & Configuration	1	$0	$0	$0
Brazos Training Travel	1	$1,500	$1,500	$0
TOTAL:			**$24,500**	**$0**

Optional Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
P1063406-037 / Zebra, ZQ520, Soft Case w/shoulder strap	12	$60	$0	$720	$0	$0	$0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	12	$36	$0	$432	$0	$0	$0

LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	2	$107	$0	$214	$0	$0	$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	12	$596	$0	$7,152	$0	$0	$0
Z1AE-ZQ5X-5C0 / Zebra, Warranty, ZQ500, 5 year	12	$298	$0	$3,576	$0	$0	$0
Trancite Easy Street Draw CD (req 1 per agency)	1	$30	$0	$30	$0	$0	$0
Trancite Easy Street Draw (10-24 Licenses)	10	$240	$0	$2,400	$0	$0	$0
TOTAL:				**$14,524**			**$0**

Optional Detailed Breakdown of Conversions

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Public Safety Suite				
PS Master Files-Conversion	40	$125	$26,400	$31,400
PS Arrests-Conversion	8	$125	$3,750	$4,750
Total:				**$36,150**

Comments

*Client to provide own Wildcard SSL for One Search and SQL licensing.

*32 additional hours of setup/training were added to Base RMS to account for NIBRS Cert training ahead of Go Live. Client does not want to Go Live with RMS until they are IBRS Certified through CO.

- Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Traffic/Parking Citations, Accidents w/ EZ Street Draw Interface, Field Interview, Racial Profiling Collection/Reporting, Media Narratives, Calls for Service, Intel
- Public Safety -Base RMS conversion includes Master files (addresses, name, vehicles, offense/incidents, property room)
- Public Safety -Arrests conversion includes general information, offense information, employer information contact information.
- Travel Expenses are billed as incurred based on our current Business Travel Policy.

Exhibit 2
Web Services – Hosted Application Terms

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

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.

   1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

   1.2. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.

2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or OpenEdge to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

Statement of Work

Tyler Technologies

Prepared for:

City of Louisville
Chris Neves
249 Main Street, Louisville, CO 80027

Prepared by:

Sarah Koski
5519 53rd Street, Lubbock, TX 79414
Tyler Technologies, Inc.
www.tylertech.com

Revised: 2/13/2019

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1 Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
Incode	Public Safety

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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

critical project issues or policy decisions. The City of Lousiville steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

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

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at

the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

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

- If the City of Lousiville does not agree the particular Deliverable or Control Point meets requirements, the City of Lousiville shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Lousiville shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Lousiville does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

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

- The City of Lousiville will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City of Lousiville is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Lousiville understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City of Lousiville may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City of Lousiville to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

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

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.

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

3.5 Education

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

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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

* - If included in project scope

4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

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

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

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

4.2.3 Project/Phase Planning

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

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

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

4.2.4 Project Schedule

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

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

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

4.2.5 Stakeholder Presentation

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

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

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

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

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

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

4.3.2 Current/Future State Analysis

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

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

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

4.3.3 Data Conversion Planning & Mapping

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

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

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

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

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

4.3.5 Modification Analysis & Specification, if contracted

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

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

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

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

4.3.6 Forms & Reports Planning

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

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

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

4.3.7 System Deployment

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

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

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

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

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

4.3.8.2 Assess & Define Stage Acceptance Criteria

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

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

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

4.4.2 Data Conversion & Validation

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

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

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

4.4.3 Standard 3rd Party Data Exchange Validation

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

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

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

4.4.4 Modification Delivery & Validation, if contracted

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

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

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

4.4.5 Forms & Reports Validation

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

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

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

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

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

4.4.6.2 Build & Validate Stage Acceptance Criteria

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

4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

4.5.2 User Acceptance Testing (UAT)

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

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

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

4.5.3 End User Training

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

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

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

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

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

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

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

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

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

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

4.6.2 Production Processing & Assistance

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

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

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

4.6.3 Transition to Tyler Support

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

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

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

4.6.4 Schedule Post-Production Services, if applicable

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

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

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

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

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

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

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

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City of Lousiville project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City of Lousiville to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City of Lousiville and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City of Lousiville any items that may impact the outcomes of the Project.
  - Collaborates with the City of Lousiville's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City of Lousiville and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

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

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.1.7 Tyler Data Conversion Experts

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

5.2 City of Lousiville Roles and Responsibilities

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

5.2.1 City of Lousiville Executive Sponsor

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

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

5.2.2 City of Lousiville Steering Committee

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

5.2.3 City of Lousiville Project Manager

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

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

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

5.2.4 City of Lousiville Functional Leads

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

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

5.2.5 City of Lousiville Power Users

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

5.2.6 City of Lousiville End Users

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

5.2.7 City of Lousiville Technical Support

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

5.2.8 City of Lousiville Upgrade Coordinator

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

5.2.9 City of Lousiville Project Toolset Coordinator

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

5.2.10 City of Lousiville Change Management Lead

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

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Incode Public Safety Summary

7.1 Incode Public Safety - Standard

7.1.1 Master Files

- The Master Name index allows you to collectively document information for an individual. The goal is to generate a single master record on an individual and gather and maintain information in order to associate the name to any involvement they have within Incode Public Safety.
- The Master Address index allows you to collectively document every location in your agency's jurisdiction. Also, it allows you to document and track the resident history and contact information for a specific address in Incode Public Safety.
- The Master Vehicle index allows you to document every vehicle associated with a report in Incode Public Safety. Also, it allows you to track every report and person associated with a certain vehicle.
- The Master Property index allows you to document every property item associated with a report in Incode Public Safety. Also, it allows you to track every report and person associated with a certain property item.

7.1.2 Arrests

- The Arrest module is where you provide an accurate, historical account of an arrest associated with an incident and important information used for Uniform Crime Reporting (UCR) and National Incident-Based Reporting System (NIBRS) reporting. The Arrest module is unique in that an initial arrest report can be generated from an incident report. Once the arrest report is completed in the Arrest module, it can then be rolled over into the Jail Intake module, which helps you avoid entering redundant data.

7.1.3 Incidents

- The Incident module is the largest and most important module in the Records Management System (RMS) application. You use the Incident module to enter all the specific information concerning an investigation of a crime or incident, such as the incident's location, victims, and offenses, the subjects involved in the incident, and any property or vehicles associated with the incident. This information is used for historical reference, court prosecution, for Uniform Crime Reporting (UCR) and National Incident-Based Reporting System (NIBRS) reporting, criminal investigation, and statistical analysis.

Statement of Work

Tyler Technologies

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Revised: 1/29/2019

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1 Executive Summary

1.1 Project Overview

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

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

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

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
Incode	Court

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

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

2 Project Governance

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

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

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

2.1 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

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

critical project issues or policy decisions. The City of Louisville steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

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

2.2 Tyler Governance

2.2.1 Tyler Project Manager

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

2.2.2 Tyler Implementation Management

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

2.2.3 Tyler Executive Management

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

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at

the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

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

- If the City of Louisville does not agree the particular Deliverable or Control Point meets requirements, the City of Louisville shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Louisville shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Louisville does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

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

- The City of Louisville will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City of Louisville is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Louisville understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City of Louisville may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City of Louisville to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

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

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.

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

3.5 Education

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

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

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

* - If included in project scope

4.2 Initiate & Plan (Stage 1)

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

4.2.1 Tyler Internal Coordination & Planning

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

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

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

4.2.2 System Infrastructure Planning

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

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

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

4.2.3 Project/Phase Planning

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

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

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

4.2.4 Project Schedule

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

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

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

4.2.5 Stakeholder Presentation

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

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

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

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.2.6.1 Initiate & Plan Stage Deliverables

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

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.3 Assess & Define (Stage 2)

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

4.3.1 Fundamentals Review

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

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

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

4.3.2 Current/Future State Analysis

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

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

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

4.3.3 Data Conversion Planning & Mapping

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

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

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

4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

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

4.3.5 Modification Analysis & Specification, if contracted

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

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

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

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

4.3.6 Forms & Reports Planning

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

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

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

4.3.7 System Deployment

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

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

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

4.3.8 Control Point 2: Assess & Define Stage Acceptance

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

4.3.8.1 Assess & Define Stage Deliverables

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

4.3.8.2 Assess & Define Stage Acceptance Criteria

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

4.4 Build & Validate (Stage 3)

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

4.4.1 Configuration & Power User Training

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

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

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

4.4.2 Data Conversion & Validation

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

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

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

4.4.3 Standard 3rd Party Data Exchange Validation

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

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

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

4.4.4 Modification Delivery & Validation, if contracted

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

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

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

4.4.5 Forms & Reports Validation

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

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

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

4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

4.4.6.1 Build & Validate Stage Deliverables

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

4.4.6.2 Build & Validate Stage Acceptance Criteria

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

4.5 Final Testing & Training (Stage 4)

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

4.5.1 Cutover Planning

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

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

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

4.5.2 User Acceptance Testing (UAT)

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

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

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

4.5.3 End User Training

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

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

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

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

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.5.4.1 Final Testing & Training Stage Deliverables

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

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

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

4.6 Production Cutover (Stage 5)

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

4.6.1 Final Data Conversion, if applicable

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

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

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

4.6.2 Production Processing & Assistance

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

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

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

4.6.3 Transition to Tyler Support

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

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

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

4.6.4 Schedule Post-Production Services, if applicable

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

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

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

4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

4.6.5.1 Production Cutover Stage Deliverables

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

4.6.5.2 Production Cutover Stage Acceptance Criteria

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

4.7 Phase/Project Closure (Stage 6)

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

4.7.1 Close Phase/Project

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

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

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

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.7.2.1 Phase/Project Closure Stage Deliverables

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

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

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

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City of Louisville project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City of Louisville to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the City of Louisville and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City of Louisville any items that may impact the outcomes of the Project.
  - Collaborates with the City of Louisville's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the City of Louisville and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

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

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.2 City of Louisville Roles and Responsibilities

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

5.2.1 City of Louisville Executive Sponsor

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

5.2.2 City of Louisville Steering Committee

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

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

5.2.3 City of Louisville Project Manager

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

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

mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
  - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
  - Routinely communicates with both City of Louisville staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

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

5.2.4 City of Louisville Functional Leads

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

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

5.2.5 City of Louisville Power Users

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

5.2.6 City of Louisville End Users

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

5.2.7 City of Louisville Technical Support

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

- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City of Louisville Upgrade Coordinator

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

5.2.9 City of Louisville Project Toolset Coordinator

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

5.2.10 City of Louisville Change Management Lead

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

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Incode Conversion Summary

7.1 Court Case Management - Standard

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

SUBJECT: **APPROVAL OF PURCHASE OF 2018 DODGE RAM 4X4 CREW CAB**

DATE: **MAY 7, 2019**

PRESENTED BY: **KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR**

SUMMARY:
The Fleet Manager is recommending the purchase of a 2018 Dodge Ram 2500 4x4 Crew Cab from Johnson Auto Plaza. This vehicle is for the Water Treatment Plant (WTP) to replace vehicle #3506, a 2008 Chevy Colorado 2WD that has been declared totaled because of hail damage.

The new 2018 Dodge Ram 2500 4x4 Crew Cab will replace #3506 and be moved to the Operations Division and in return #3413 a 2018 Ford F150 4x4 Crew Cab will be moved to the Water Treatment Plant. This move is being made in order to provide for a vehicle with improved towing capacity in the Operations Division.

Quotes for Ford, GMC, and Dodge have been obtained. A state bid from Korf Continental for a 2019 Ford F250 4x4 Crew Cab in the amount of $31,894.00. Johnson Auto Plaza submitted a quote for a 2019 GMC 2500 Crew Cab 4x4 in the amount of $35,170.00, and a quote for a 2018 Dodge Ram 2500 Crew Cab 4x4 in the amount of $31,495.00. The purchase will be awarded to Johnson Auto Plaza for the 2018 Dodge Ram because it is the lowest quote.

Vendor	Make	Cost
Johnson Auto Plaza	2018 Dodge Ram 2500	$31,495.00
Korf Continental	2019 Ford F250	$31,894.00
Johnson Auto Plaza	2019 GMC 2500	$35,170.00

FISCAL IMPACT:
The proposed 2018 Dodge Ram 2500 4x4 Crew Cab purchase is $31,495.00. The insurance payout for 3506 2008 Chevy Colorado 2WD will be $5,698.94. The Water Utility Fund expenditure budget will be amended by $31,500 and any insurance proceeds received will be recorded as an offsetting revenue.

PROGRAM/SUB-PROGRAM IMPACT:
Ensure safe, reliable, great tasting water, properly treated wastewater; effective Stormwater control; successfully manage solid waste; and competitive prices for all services.

RECOMMENDATION:
Approve the purchase of a new 2018 Dodge Ram 2500 4x4 Crew Cab within the 2019 budget year.

ATTACHMENTS:
1. 2019 04 16 Dodge Ram Quote Johnson Auto Plaza 01
2. 2019 04 16 Ford Quote (State Bid) Korf Continental 02
3. 2019 04 16 GMC Quote Johnson Auto Plaza 03

2018 Ram 2500 crew cab 4x4 Gas engine with 8 foot bed
6.4 Heavey Duty V8 Hemi
6 Speed Auto matic Transmission
Bright White
Cloth 40/20/40 Bench Seat
Power Black Trailer Tow Mirror
Popular equipment Group
Remote Keyless Entry
Sirius XM Radio
LT275/70R18E OWL On/ Off Road Tires
Auxilary Switches
Trailer Brake
Carpet Delete
Chrome appearance - frt and rear bumpers, Grille, 18x8 steel chrome clad wheels
Snow plow Prep Group - Transfer case shield, 220 amp alt
Anti spin Rear axle
Rear Park Semce
Uconeect 3 with 5" display
Protection Group - Tow Hooks, transfer case shield

MSRP =	$ 46,135.00			
Discount =	15,235.00			
Truck Price =	$30,900.00	X 4	=	$ 123,600.00

Plus Bed option
Bed Options:
1.)Dakota Utility Bed With Trailer hitch and wiring, and backup camera hookup
Have three of these available now. $6850.00 x 3 = $20,550.00 + lightbar
2.)Knapheide 696 Utility Body, Hitch and wiring and backup camera hookup
10 weeks to get these beds. 5908.00 x 3 = $ 17,724.00
Rooftop Light bar Permanent Mount $495.00

IT IS MY PLEASURE TO PRESENT THE FOLLOWING PROPOSAL

Ted Baca, Fleet Sales Mgr.
970-330-6117: Direct Line
970-692-8324: Direct Fax
ted@cofleets.com : e-mail

JULESBURG: Ford & Lincoln **YUMA:** Chevrolet-GMC-Buick-Chrysler-Dodge-Ram-Jeep

TO: Michael Cleveland City of Louisville 303-210-9630
michaelc@louisvilleco.gov

UNIT # MGR and Assit MGR

F3	**Colorado Contract Number:121833** 2019 Ford F250 4x4 Regular cab, 8' Bed, 5)LT245/75R17E ASR, 6.2L V8 FFV, 34 gallon tank, 10000 GVWR, Class IV hitch, AM/FM, 4 Wheel ABS, SOF hubs, 6 speed AOD, 3.73 Axle ratio, Painted Front and Rear Bumpers, **Back Up Camera, Cruise control,** Air Conditioning, vinyl floor
213/525	covering, 40-20-40 seat w/folding center storage armrest ***(Base Bid Spec)***
W2B	CrewCab 8' Bed 176" WB
585	AM/FM/MP3 Player, SYNC Bluetooth, 4.2" Screen, Smart Charging USB
TBM	LT245/75R17E All Terrain Tires
66S	Upfitter Switches (6) mounted to upper console
52B	Trailer Brake Control with 7 Pole RV type Plug **with liftgate or non-std bed**
90L	Power Windows,Locks,Heated Mirrors, Keyless Entry **REG/EXT CAB**
X3E	Limited Slip Rear Differential X3E 3.73 Ratio or X4M 4:30 w/Gas
473	OEM Snow Plow Prep
18B	OEM Black cab length Assist steps
85S	OEM Spray In Bedliner
Z1/1A	White exterior/ Gray **VINYL** Interior
DVY	Delivery
DTW	5 year 100,000 mile powertrain warranty diesel/5 year 60,000 on gas
	Total Net 20 days CREDIT CARD PAYMENTS NOT ACCEPTED

Note: Delivery charges may apply unless picked up locally. Also as Stated on the BID: the Dealer **Cannot Control** delivery time. We will attempt to deliver in the specified 60-120 day period but equipment, component availability or weather are beyond our control. Make note delivery date on your PO to finalize acceptance
NOTE: Fuel Tank Size may Vary by Cab Configuration, Engine and Wheelbase

Suggested	**Available Options not included in Base QUOTE Price**
X2B	Extended Cab 8'Bed 164" Wheelbase
X2B	Extended Cab 6'6" 'Bed 148" Wheelbase
W2B	CrewCab Specify 6'6" Bed 160" WB or 8' Bed 176" WB

TBM	LT245/75R17E All Terrain Tires	
TCD	LT265/70R17E All Terrain Tires	
66S	Upfitter Switches (6) mounted to upper console	
90L	Power Windows,Locks,Heated Mirrors, Keyless Entry	**REG/EXT CAB**
90L	Power Windows,Locks,Heated Mirrors, Keyless Ent	**CREWCAB**
99T	6.7 Litre V8 PowerStroke Diesel Engine may reduce Tank size to 29 gallon	
52B	Trailer Brake Control with 7 Pole RV type Plug	
52B	Trailer Brake Control with 7 Pole RV type Plug **with liftgate or non-std bed**	
X3E	Limited Slip Rear Differential X3E 3.73 Ratio or X4M 4:30 w/Gas	
X3H	Limited Slip Rear Differential X3H 3.31 Ratio or X3J 3.55 w/Diesel	
96V	XL Value Pkg:Chrome Bumper(s)& center caps on SRW, SYNC, 4.2" Screen	
585	AM/FM/MP3 Player, SYNC Bluetooth, 4.2" Screen, Smart Charging USB	
62R	PTO Provision (required for PTO Installation-N/A as post production installation)	
18A	Upfitter Interface module (may be required for equipment installation)	
86X	Diesel Engine Shutdown available in 5,10,15,or 20 minute intervals	
43C	110 volt/400 watt AC outlet in Instrument Panel (may require 67E Alternator)	
67E	240 Amp Alternator Gas engine only	
41H	Engine Block Heater	
473	OEM Snow Plow Prep	
UBR	Reading SL98SRW Utility Bed-powdercoated white inside&out A-A comp't Config	
UBK	Knapheide 696 Utility Bed A-A comp't Config Painted White	
BS7	Boss Standard Duty 7'6" Straightblade plow with Smart Hitch	
B75	Boss SuperDuty 7'6" Straightblade plow with Smart Hitch	
BXT	Boss VXT 8'2" V-Plow with SmartHitch	
F3B	Reg Cab GVWR Upgrade to 10300 GVWR	
X3B	Ext Cab GVWR Upgrade 10400/6'6" Bed 10700/8' bed (See Diesel in quote)	
W3B	CrewCab GVWR Upgrade 10500/6'6" bed 10800/8'Bed (see Diesel in Quote)	
GSB	Black Powdercoated Cab Length Grip Strut "Safe Step" Running Boards	

b28v1

$ 25,107.00
$ 2,902.00
$ 550.00
$ 165.00
$ 165.00
$ 475.00
$ 915.00
$ 390.00
$ 185.00
$ 445.00
$ 595.00
No Charge
No Charge
No Charge
$ 31,894.00

Incl Above
$ 1,633.00
$ 1,418.00
$ 2,902.00

$ 165.00
$ 455.00
$ 165.00
$ 915.00
$ 1,125.00
$ 7,784.00
$ 270.00
$ 475.00
$ 390.00
$ 390.00
$ 1,000.00
$ 550.00
$ 280.00
$ 295.00
$ 250.00
$ 175.00
$ 85.00
$ 100.00
$ 185.00
$ 6,385.00
$ 6,725.00
$ 5,693.00
$ 6,377.00
$ 7,295.00
$ 1,772.00
$ 2,198.00
$ 2,388.00
depends cab

2019 GMC 2500 Crew Cab 4x4 with 8 ft pickup Box
9900 lbs GVW
Black Trailer Tow Mirrors
4.10 Rear Axle Ratio
6.0 Liter V8 SFI Gas Engine
6 Speed Automatic Transmission
Sierra Convience Group:
- Deep tinted Glass
- 110 Volt power outlet
- Remote Keyless entry
- Power Heated outside mirrors
- LED Lighting, Cargo Box
- 17" All Terrain Tires

Snow Plow Prep Group:
- 220 Amp Alt
- Power feed to roof for light
- Underbody Shields

Traiering Equipment and brake Controll

MSRP	=	$45,975.00
Discount	=	11,260.00
Truck Price	=	$34,715.00 Total

1 at $ 34,715.00
1 at $ 34,715.00 plus Utlity bed options below:
1.) Dakota Utlity Bed with Trailer Hitch and wiring, and backup camera hookup.
Have three of these avaiable Now. $6850.00 + lightbar
2.) Knapheide 696 Utilty Bed, Hitch and wiring and backup camera hook up
10 weeks to get this bed. $5908.00 Each
Rooftop Light bar Permanent Mount $495.00

City of Louisville

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Agenda Item 7
City Manager's Report
May 7, 2019

CITY COUNCIL COMMUNICATION

SUBJECT: **2019 1st QUARTER LRC REPORT TO CITY COUNCIL**

DATE: **APRIL 26, 2019**

PRESENTED BY: **AARON M. DEJONG, ECONOMIC DEVELOPMENT**

SUMMARY:
Staff prepared this quarterly report to summarize the LRC's meetings for the 1st Quarter of 2019.

DISCUSSION:

January 2019
Items on the agenda included:

- Open Government Packet
- Posting Notice of Public Meetings
- Election of Officers
  - The slate of officers (Fisher-Chair, Lathrop-Vice Chair, Gorsevski-Secretary) was approved and remains the same as last year.
- Parking Structure Presentation to City Council
  - Members provided input into the various discussion topics related to the downtown parking structure conceptual design project which was initiated in August 2018. The consultants will be giving a presentation of their work to the City Council on January 29, 2019.
- Terraces on Main TIF application
  - Boulder Creek Neighborhoods submitted a TIF application for direct financial assistance to the redevelopment at 712-722 Main Street. Staff gave a presentation on the application. The LRC moved to direct staff to prepare a TIF Rebate Agreement to consider at their February 2019 meeting.

Link to meeting agenda:
http://www.louisvilleco.gov/home/showdocument?id=22165

February 2019

- Jeff Lipton was welcomed as the new City representative as a LRC Commissioner.
- TIF Rebate Agreement with 712 Main LLC and 722 Main LLC
  - Staff presented and LRC discussed a TIF Rebate Agreement for a 90% rebate of future increased property tax revenues from the redevelopment of 712 and 722 Main Street. The Commission voted to approve the TIF Rebate Agreement by a vote of 3-1 with one abstention (NOTE: after the meeting, the Highway 42 UR Plan requires an approval of such an

agreement be a majority of the entire board, not just those in attendance. The resolution was brought up again in March 2019).

- Review of City Council's discussion of the Conceptual Parking Structure Design
  - LRC members discussed the City Council's January 29, 2019 discussion on the conceptual parking structure design. LRC decided to no longer work on this project.
- LRC discussed the upcoming meeting with the City Council to collaborate on future projects.

Link to meeting agenda:
http://www.louisvilleco.gov/home/showdocument?id=22408

March 2019

- The LRC welcomed a new commissioner, Lexi Adler, as she was recently appointed by the City Council.
- Reconsider TIF Rebate Agreement with 712 Main LLC and 722 Main LLC
  - The board reconsidered the TIF Rebate Agreement for the Terraces on Main project. The Commission approved the agreement by a vote of 4-1 with one abstention. The agreement will be forwarded to the City Council for their consideration.
- Outline for TIF 101 Discussion
  - Staff provided an outline of the main urban renewal topics intended to be covered at the April 2019 LRC meeting.

Link to meeting agenda:
http://www.louisvilleco.gov/home/showdocument?id=22686

LRC Budget
The LRC's 2019 Budget may be found at the below link.

http://www.louisvilleco.gov/Home/ShowDocument?id=23153

RECOMMENDATION:
This memo is for informational purposes.

ATTACHMENTS:

1. January 2019 LRC meeting minutes
2. February 2019 LRC meeting minutes
3. March 2019 LRC meeting minutes

City of Louisville
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Louisville Revitalization Commission

Minutes

Monday, January 14, 2019
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)

Call to Order – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present:	Chair Steve Fisher Hank Dalton Alex Gorsevski Rob Lathrop Mayor Bob Muckle Bob Tofte
Staff Present:	Aaron DeJong, Economic Development Director Rob Zuccaro, Planning and Building Safety Director Kathleen Kelly, Attorney to the City of Louisville Dawn Burgess, Executive Assistant to the City Manager
Not Present:	
Others Present:	Randy Caranci, David Sinkey, John Leary, Jim Tienken, Michael Menaker, Rick Kron, Rick Woodruff, Andy Johnson, Eric Hartronft

Approval of Agenda
Approved as presented

Approval of December 10, 2018 Minutes:
Approved as presented

Public Comments on Items Not on the Agenda
None

Reports of Commission
Wildwood guitars heard rumor of hotel

Business Matters of Commission

- **<u>Open Government Packet</u>**
  Per the City Charter, this document must be provided each year. It reminds everyone that we must be transparent in all business. DeJong asked Commissioners to please read.

- **<u>Posting Notices of Public Places</u>**
  Motion to approve posting place made by Commissioner Lathrop. Seconded, motion passed.

- **<u>Election of Officers/Vacant Commissioner position</u>**
  Commissioner Lathrop moved to retain current officers, Commissioner Dalton seconded. All in favor.

  As far as vacancies, there are no candidates readily available. There are ongoing vacancies on several boards. January 18th is next deadline for applications.

- **<u>Parking Structure presentation discussion</u>**
  Commissioner Dalton will be brief in his presentation to Council then turn it over to Andy. Andy will review designs. Hank reviewed presentation he will give to Council.

  Andy Johnson reviewed slides for Council presentation included in this LRC packet. Took into account utility relocation, trash/recycling service, business delivery. Johnson reviewed pros and cons of each layout.

  Commissioner Dalton suggested showing just elevation for scheme 2, then go to scheme 3. Talk less about scheme 2 because of scheme 3. Mention that on scheme 3, 37' is just stair tower. There was discussion of which slides to present to Council. Commissioner Dalton said the purpose is show Council conceptual design showing what you can expect to pay for these designs. If Council wants to have further discussion, here is what you can discuss and consider. Commissioner Tofte said we need historical references. DeJong will add information from previous parking studies.

  Commissioner Gorsevski said wrap is an important point. Can designs show that? Only wrap is scheme 1. Show full wrap and talk about implications? Parking was lost in wrap options. Commissioner Dalton wants that mentioned. Mayor Muckle said he expects the conversation to be driven by public. Said Council asked for this presentation and that needs to be mentioned.

Eric Hartronft cost per space does not provide true cost. Operation and maintenance costs need to be added.

Randy Caranci asked about below grade per space cost. Johnson agrees it is important to add. Adds about 30% to per space cost. Johnson said we can add below and above grade costs.

Rick Kron is happy with the look. He suggests changing the word "scheme" to "concept."

Commissioner Dalton said the presentation will put the info in front of Council. Some of the considerations need to be quickly available.

The presentation to Council is at the January 22nd meeting

- **Terraces on Main TIF Application for Assistance**
  Mayor Muckle has to leave to attend Finance Committee but supports Terraces package. Council member Lipton will be new liaison. Mayor left meeting at 8:16 am. Terraces on Main is scheduled to go before Council on February 19th. This item was been approved by Planning Commission.

  Project Summary:
  22,020 sf office and retail building
  First floor retail design
  First and second floor office
  Third story serviced for rooftop area
  18 parking stalls
  $6.6m estimated construction costs

  This is the first application seeking direct financial assistance for redevelopment

  DeJong gave presentation.

  Staff believes several blights factor would be alleviated.
  $119,500 yearly in new tax revenues.
  Advancement of Urban renewal area.

  DeJong presented financial information to satisfy the "but for" test: the development will not happen "but for" the assistance provided.

  Staff recommends the LRC move forward with preparing a development agreement for Terraces on Main project. Staff seeks direction on whether to move forward on redevelopment agreement.

  David Sinkey, President, Boulder Creek Neighborhood thanked the LRC for consideration. He said Boulder Creek Neighborhoods has been a longtime

corporate resident occupying 4 buildings downtown. They have benefited from the environment and have been a part of it. He thinks it would be good for people to see what real numbers look like. He said the initial development proposal to the City, they received unclear feedback. They have spent more than $100,000 thus far on design. Previously, they asked for 2 waivers from Council. Council did not approve nor deny project. Cost of the original parking design was $50 – 60k per parking space. Removing the 3rd floor office space would appeal to Council but not meet Boulder Creek needs. Several PUDs approved but not built; one reason is the financial infeasibility. Cannot get an investor at 7.28% rate of return. This is best guess at what rents can be.

We want everyone to see the development's real numbers. Hope that investment criteria is different than other investors. We like and have benefited from being downtown.

Council member Dalton asked about the fee in lieu for 5 spaces. Dalton asked if the Council rejected 3rd story? Sinkey said Planning Commission and Council agreed plan met guidelines. Concerns about design elements and there was political concern about 3rd story. He wants to build something everyone in Louisville can be proud of.

Commissioner Lathrop said more retail vitality would improve circumstances for everyone.

Jim Tienken supports this and the previous design. He asked if Boulder Creek Neighborhoods wants original design with no TIF paid? Is there a comparison that can be made between the two designs and having or not having financial assistance? Sinkey stated without TIF, neither building will be buildable.

Michael Menaker said his preference would be for original design to come back with financial assistance. Gives headroom to grow. He is not concerned about parking – this is what a parking structure is intended to solve. Feels Council regrets the direction given to the last proposal. It would be better for Boulder Creek Neighborhoods and better for downtown. Ask for TIF help on project close to original giving you room to grow. Bring two problems to light: parking and development. Sales tax receipts have gone to the general fund. Catalytic effect that will increase sales tax. He would like to see TIF request on project close to original design.

Commissioner Lathrop would like to support the project financially somehow but currently uncomfortable with the funding not going directly to infrastructure. He would like to support it with some project we can see. He struggles with the idea that "we are giving something away"; the perception of handing out tax money. He would like the money spent to have some benefit to the public.

Sinkey would like to talk to Council and change perception. He would hate to see a misunderstanding of a finance mechanism prevent the project from moving forward.

Chair Fisher is comfortable with proposal.

Commissioner Lathrop is not opposed to the assistance. Would like to see a way to structure it more towards infrastructure.

Chair Fisher made a motion to direct staff to prepare an Agreement for financial assistance to the Terraces on Main project as requested by the Boulder Creek Neighborhoods. Commissioner Dalton seconded motion. All in favor.

Discussion Items for Monday, February 11, 2019 Regular Meeting
Bond sinking fund
Redevelopment agreement
Discuss Council's Jan 22 parking discussion

Commissioners Comments:
none

Adjourn:
The meeting adjourned at 9:03 am.

City of Louisville
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Louisville Revitalization Commission

Minutes

Monday, February 11, 2019
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)

Call to Order – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present:	Chair Steve Fisher Hank Dalton Alex Gorsevski Mayor Pro Tem Jeff Lipton Bob Tofte
Staff Present:	Heather Balser, City Manager Aaron DeJong, Economic Development Director Rob Zuccaro, Planning and Building Safety Director Kathleen Kelly, Attorney to the City of Louisville Dawn Burgess, Executive Assistant to the City Manager
Others Present:	John Leary, Bill Cordell, Jim Tienken, Steve Erickson, Dave Sinkey, Eric Hartronft

Approval of Agenda
Approved as presented

Approval of January 14, 2019 Minutes:
Approved as presented

Public Comments on Items Not on the Agenda
None

Welcome to Jeff Lipton

Reports of Commission
None

Business Matters of Commission

- **<u>Resolution 19-01: A Resolution approving the Property Tax Increment</u>**

  Staff presentation

  Economic Development Director Aaron DeJong gave a presentation on the Terraces on Main Project. The PUD is subject to approval by Council.
  It is a 22,000 sf office and retail building proposed to be built at 712-722 Main. First floor retail, first and second floor office space, third story rooftop area, 18 parking stalls.

  Estimated construction cost is $6.6m
  Planned to go before Council on March 5th (NOTE: After this meeting the date was moved to March 19, 2019). This project is the first application seeking financial direct assistance for redevelopment.

  The staff analysis concluded the project will remove blight factors, has a positive effect on property values**,** and advances the goals the Urban Renewal Area. The project shows the assistance is needed to achieve a reasonable financial return. The LRC directed staff to prepare and agreement for LRC review.

  Main Terms of the TIF Rebate Agreement
  - Developer will need CO from City
  - Once project is complete the LRC will begin making annual TIF rebate payments to developer equal to 90% of the increased taxes paid on property, less other defined LRC financial obligations
  - Total payment of $1,110,000
  - Rebate Agreement terminates on February 18, 2023 if the project is not completed.

  Staff recommends approval by LRC of Resolution 19-01 for Terraces on Main TIF Rebate Agreement.

  Public Comments
  None

  Commissioner Questions and Comments
  Gorsevski asked about parking. Original plan was to do split level parking providing 35 spaces. Current parking is 18 spaces
  Tofte – if property is sold within 10 years, rebate can be assigned? Yes
  Fisher – first direct financial assistance request? Yes.

First TIF request was Safeway, mostly for stormwater, sidewalk, and parking lot improvements.
Fisher – we can make whole this commitment early? No penalty for early repayment.
Schedule for construction? No schedule, per Dave. Project is marginal from a financial perspective. Over next couple of years, need to flesh out rental rates. 7% return is difficult to attract investors.

Action
Commissioner Dalton moved to approve the Resolution. Commissioner Gorsevski seconded.

Discussion
Mayor Pro Tem Lipton said he will abstain on vote stating here has not been any foundational work by Council. Council will have policy questions. Policy issues could be: have not been presented with TIF sharing issue before. If you approve this one, will you approve others as use-by-right? What is the high community benefit? Use-by-right, does it provide significant community benefit?

Mayor Pro Tem Lipton said the LRC has to deal with this in their role as will Council. Council needs to think of other project that may pursue this assistance.

Commissioner Dalton said City Council will have to deal with the parking issue. There are policy issues City Council will have to address. He said Council may say they have not been properly prepared. LRC sends items to council to think about.

Commissioner Tofte said he is comfortable tying monies to be given for specific items rather than money given for direct financial assistance.

DeJong said the assistance will go towards the construction of the building, parking improvement fee, public walkway, underground electrical.

John Leary said he does not understand the parking. This project will create a 40 space deficit. DeJong said this building needs to provide 23 spaces, in accordance with the Downtown Design Guidelines and Overlay.

Building and Planning Safety Director Rob Zuccaro said less parking is required downtown; it is less desirable to have parking on a lot by lot basis. There is a

different ratio for parking if this was built in a different area of the city. He said we are not here to discuss parking policy. That is a Council discussion.

Dave Sinkey of Boulder Creek Builders said they are two plus years and $100k into this PUD process. He asked Mayor Pro Tem Lipton why he thinks this is a use by right? He said that as a business person in the community, his company would benefit from better guidance from Council, using this project as a test case.

Commissioner Dalton encouraged everyone to vote affirmatively to get this in front of Council.

Chair Fisher called for a vote:
Gorsevski – yes
Dalton – yes
Fisher – yes
Tofte – no
Lipton - abstain

The resolution approved by a 3-1 vote. (NOTE: after the meeting the Urban Renewal Plan states a redevelopment agreement must be approved by a majority of the entire LRC, not just those in attendance. The item will need to be reconsidered).

This item is planned to go after PUD go on March 5th. (NOTE: After the meeting, the date was changed to March 19, 2019)

- **Review of City Council Parking Discussion held on January 22, 2019**
  On January 22nd Commissioner Dalton and Andy Johnson gave a presentation related to a conceptual parking structure to City Council.

  Many members of the public attended and voiced that they felt a parking structure would be too character changing for downtown and not necessary. Council agreed and told the LRC to stop working on a parking structure.

  Commissioner Gorsevski said the meeting was instructive. Everyone was critical. We are looking backward, not forward. We need to think more broadly. How big is the problem? Is it just in the summer? Is it just Friday night? People brought up self-driving cars though Gorsevski thinks that is a ways away. People are interested in green solutions. Solutions other than people driving and parking cars.

Commissioner Dalton said if Council wants to move on parking issue which they now believe is not an issue, they need to decide how to move. Council needs to rely on staff and themselves to decide what they want to do about parking, if anything. He does not see any consensus from Council on any one or two things related to parking.

Commissioner Fisher asked if we have a signal at Short St will that relieve parking? DeJong does not think so. City Manager Balser said the signal is a partnership with CDOT, Boulder County, City. And part of a much larger project.

Mayor Pro Tem Lipton said the LRC did exactly what Council asked you to do. Council needed to know that for future planning. The intent was never to approve a structure; the LRC provided the information Council asked for. He said there is less urgency and parking is less perceived as an issue. It is not perfect but not the urgency we had 5 years ago. He said the status quo won't remain status quo if we build out downtown to its potential and that the renderings energized emotions.

- **<u>Future discussion meetings with City Council</u>**

No more parking discussions – how might we allocate funds?
Mayor Pro Tem Lipton said there has been little collaboration between LRC and Council. His goal is to enhance collaboration so the LRC is not running into brick wall. He would like to develop common vision; do foundation work to make conversations productive and do a better job that Council has understanding of urban renewal.

Chair Fisher said City Attorney Kelly will give the LRC an Urban Renewal refresher in April.

There are 8 or 10 applicants for LRC – maybe move refresher to April? There was discussion about inviting all of City Council to the meeting where Ms. Kelly gives the Urban Renewal refresher to the LRC.

March meeting Staff will provide an outline for the refresher.

Mayor Pro Tem Lipton plans to attend LRC and provide regular reports to Council.

Commissioner Dalton said there are a lot of process items over the next few months unless we generate discussion about what projects/infrastructure issues LRC attention and money, we ought to begin looking at them. City Manager Balser said there are old lists of infrastructure and staff and the LRC can also look at how other municipalities are using their TIF.

Discussion Items for Monday, March 11, 2019
Review Budget and consider addition of line item for bond sinking fund/bond retirement
(Postponed till April but provide outline) Urban Renewal document refresher
List of items to discuss with Council
Invite Council to April meeting for URA refresher

Commissioners Comments:
Commissioner Gorsevski asked for a Sam's Club update. DeJong said Council wanted McCaslin study update. He said Council was presented with 3 options, redevelopment of parcel by parcel. Council asked staff to move forward with GDP for private development community to see. DeJong will forward last Tuesday packet. Mayor Pro Tem Lipton asked LRC to look at option 2.

Jim Tienken asked what is planned for modifying the restrictive covenants. DeJong said the City will be working with property owners to adjust them.

Adjourn:
The meeting adjourned at 8:31 am.

City of Louisville
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Louisville Revitalization Commission

Minutes

Monday, March 11, 2019
Louisville Public Library
Library Conference Room
951 Spruce Street (NW entrance)

Call to Order – Chair Steve Fisher called the meeting to order at 7:30 am in the Louisville City Library at 951 Spruce Street, Louisville, CO.

Commissioners Present:	Chair Steve Fisher Alexis Adler Hank Dalton Alex Gorsevski Rob Lathrop Mayor Pro Tem Jeff Lipton
Staff Present:	Heather Balser, City Manager Aaron DeJong, Economic Development Director Rob Zuccaro, Planning and Building Safety Director Kathleen Kelly, Attorney to the City of Louisville Dawn Burgess, Executive Assistant to the City Manager
Others Present:	John Leary, Bill Cordell, Jim Tienken, Steve Erickson, Dave Sinkey, Erik Hartronft, Rick Woodruff, David Starnes, Justin McClure, Mike Kranzdorf

Approval of Agenda
Approved as presented

Approval of February 11, 2019 Minutes:
Approved as presented

Public Comments on Items Not on the Agenda
Rick Kron – President of Louisville DBA. The DBA met and came up with thoughts they would like LRC to consider.

1. Completion of trail connection

2. Public restrooms
3. Information kiosk
4. Create active children's' play area

Welcome to New LRC Commissioner – Alexis Adler
Chair Fisher welcomed Commissioner Adler

Reports of Commission
None

Business Matters of Commission

- **Resolution 19-01: A Resolution approving the Property Tax Increment** Rebate agreement with 712 Main LLC and 722 Main LLC, 2 -3 stories, 22,000 sf.

  Staff presentation
  DeJong presented main details of project. It is a redevelopment of 712 and 722 Main into an office and retail building of approximately 22,000 sf.

  This is the first application seeing direct financial assistance for a redevelopment.

  Staff analysis determined the project addresses the following:

  - Removing blight – Unusual topography or inadequate public improvements, danger to life or property from fire or other causes, faulty lot layout in relation to size, adequacy, accessibility or usefulness. The applicant also sited deteriorating structure and deterioration

  - Effect on property values – The project will significantly increase the value of the property through its redevelopment.

  - Advancement of urban renewal area

  - Need for financial assistance -

  DeJong provided examples of other TIF projects. Mayor Pro Tem Lipton asked for examples from cities the size of Louisville; 15,000 – 25,000 population

  Commissioner Adler asked for community impact as a result of the projects. DeJong pointed out that, as an example, Colorado National Bank was a vacant

building. Were there additional applications following these original applications? DeJong is unsure though thinks others in Louisville may seek this assistance if desired to assist projects similar to this one.

Applicant Dave Sinkey of Boulder Creek Neighborhoods spoke. He appreciates LRC's patience. He gave a brief history of Boulder Creek Neighborhoods. They have grown to 85 employees. 35 people are downtown every day with field operations people coming to meetings weekly. They own 4 buildings downtown and have a strong desire to be downtown and remain downtown. He feels they are good corporate partners. He acknowledges they bring people downtown who also park downtown. Believes growth should happen downtown.

Sinkey stated Boulder Creek Neighborhoods has grown significantly and desires to be in one building to continue its growth.

Boulder Creek is using retail space as office space. Believes Louisville would benefit from them growing downtown. Dynamics of connecting retail, restaurants and office space. In the previous design for the Terraces project, they designed with as few waivers as possible. They received mixed feedback from Council and did not got approved. They removed the 3rd story and parking garage from the design. Would like to move forward with this new design and hope to get approved by Council.

He noted that Lafayette is using TIF aggressively. Boulder Creek Neighborhoods is working in Lafayette. Impacts of this decision will be felt in both directions. There will be a desire to increase density to make costs work. There is a lot of pressure on construction costs. He addressed the question about community impact by saying they are grappling with whether they can stay downtown. They contribute to Street faire. He brings people from around the state to Louisville restaurants.

Commissioner Comments and Questions
Commissioner Lathrop asked if the intention if for the main floor to be retail? Sinkey said yes but they don't want to be restricted to retail on main floor.

Commissioner Lipton said the interesting component is retail as it adds sales tax. Sinkey said financing is more difficult when uses are limited beyond the zoning for the property. Space will be designed for retail on main floor and upper floor will be designed for office and this is Boulder Creek Neighborhood's preferred use.

Commissioner Gorsevski asked if Sinkey could give a retail example. Restaurant and other businesses that fit within zoning. The type of shop is important to generate sales tax. Sinkey said a recession could reset costs. However, their view is long term not just next couple of years.

Commissioner Adler asked if they have been approached by potential tenants. Sinkey said there is no visibility into timing for the development so they are not talking to brokers. Commissioner Dalton said development in Louisville is slow, long and expensive.

Public Comments

Mike Kranzdorf asked if it is their intention to stay downtown. Sinkey said the current building just accommodates them, but growth will be challenged. They have looked at buying other buildings to use during a transition. If this project is approved, they will reevaluate everything. Kranzdorf would hate to see Boulder Creek Neighborhoods leave downtown. Kranzdorf said he supports the project.

Rick Kron said the DBA supports this project and the effect it will have on eliminating blight downtown. He said the one thing we have seen demonstrated is people don't want big projects; this project's scale fits downtown. He said this is a 10 year deal; once the rebate is paid there is another 40 years of tax revenues. He urges the LRC to approve the project.

Erik Hartronft said he works with the City of Lafayette. There are a dozen projects going on using TIF. He said our neighbor is drawing our tenants and actively courting businesses to core area. Louisville is not competing very hard. This creates long term tax revenue.

Commissioner Dalton said subsidizing business is slippery. However that is not the environment we live in. We created this tool for exactly this. Inasmuch as we have the tools, he believes the LRC should send the agreement to the Council. He said the LRC needs to approve and send to Council. He encourages everyone to vote yes. Let Council decide.

Commissioner Lathrop said he feels responsible for getting this "cranked up." He said the LRC has always used money given for infrastructure. In January he was uncomfortable. He said he has been in business in Louisville for 30 years and what he is hearing is that we are on an unfavorable trend – economically and politically. The LRC needs to help send a message to the business

community that we are in partnership with them. This projects sends this message. We aren't giving Boulder Creek Neighborhoods $1.1 m, they are generating it for us. He agrees with Commissioner Dalton that Council needs to decide.

Mayor Pro Tem Lipton said to not enter using public funds to support private business lightly. This needs careful consideration. Instincts tell him that this needs process at Council level. LRC will have to partner and interact with council. He believes it is ill advised to send it for Council consideration without more conversations with Council. He recommends continuing the item. Policy guidance needs to be developed and the LRC needs to align with Council to achieve goals. He distributed Business Assistance Criteria. He does not feel comfortable moving this forward today. He believes the LRC should use the upcoming Study Session with Council and LRC to develop criteria.

Commissioner Gorsevski said similar to what Commissioner Lathrop said: help has always been infrastructure but the Sam's Club UR Area takes this tool into a new direction. He is open to the Terraces project. But he is also open to further discussions. He said the LRC wants to get this right. There needs to be follow-up.

Commissioner Dalton said business assistance was developed 13 years ago which is on a smaller scale for a project like this. The Business Assistance Program is similar in that the city shares with the business the revenues generated that the city wouldn't see without the business investment. This is an extension of policy already developed. If it unleashes more applicants, terrific. What is the issue with that? Policy alignment – Council needs to provide us with guidance. There is no unified direction on Council. Council cannot hide behind LRC being more cooperative with Council. Stimulate discussion by sending this to council. Council needs to provide direction.

Mayor Pro Tem Lipton said it is important to have the tool have independence from Council. He thinks the importance of having defined policy and constructive dialogue to reach alignment. His preference is to have conversations in advance.

City Manager Balser said the LRC does have its purpose per state statute. The duty given to LRC has process. If this moves forward it does not preclude other conversations. We have done some of this work.

Commissioner Adler agrees with most of what has been said. She thinks the LRC should hone criteria. She would like more comparative cases.

Chair Fisher supports this resolution.

Commissioner Dalton moved to approve the resolution. Commissioner Lathrop seconded.

Mayor Pro Tem Lipton wants two additional conditions:

1. Require the first floor be used as retail. If not, the rebate percentage decreases proportionately to the size of the building.
2. Add a require development to be built to the approved PUD.

Add section to resolution creating condition requiring 1.

Gorsevski seconded the amendment for discussion.

Mike Kranzdorf asked if a yoga studio would fit the first floor requirement. Mayor Pro Tem Lipton said no. Sales tax revenue instead of retail. Commissioner Adler asked if this condition would be an impediment. David Sinkey said conditions add confusion and uncertainty, making it more complex. Rick Woodruff of Boulder Creek Neighborhoods said restrictions make financing more difficult.

Commissioner Lathrop said if there are two retailers in there selling $200k, of goods, they generate $14500 in sales tax to city. Uncertainty – if we put a condition in, would like a guess-estimate.

Motion to approve the amendment. Lathrop requested the amendment restated.

Planning and Building Safety Director Rob Zuccaro said from an implementation standpoint we need to clarify what is sales tax generating.

Rick Kron asked if an art gallery is precluded from sales tax. City Attorney Kathleen Kelly will research and report back. Kron would not support the amendment.

Mayor Pro Tem Lipton said he does not want an easy path to have a two story office building.

Jim Tienken said the best of intentions to limit what uses on first floor is fraught with problems. Restriction may appear small but impact will be large. This can handcuff the financial viability of development. Time to vote on it. Restricting first floor use will hinder the project.

Action

Vote on Lipton's proposed amendment to the resolution:
Mayor Pro Tem Lipton – yes
Commissioner Gorsevski – yes
Commissioner Lathrop – no
Chair Fisher – no
Commissioner Adler – no
Commissioner Dalton - no

Amendment failed 4-2.

Vote on resolution:
Commissioner Lathrop – yes
Chair Fisher – yes
Commissioner Dalton – yes
Commissioner Gorsevski – yes
Commissioner Adler – abstained
Mayor Pro Tem Lipton – no

Resolution approving the TIF Rebate Agreement was approved 4-1 with one abstention.

- **<u>Outline for TIF 101 Discussion in April</u>**
  DeJong asked if there is anything missing from list of topics in the memo for discussion in April.

  Chair Fisher asked LRC to send an email to DeJong with items for discussion.

  Discussion Items for Monday, April 8, 2019
  Discuss Delo Lofts East / West application – requesting assistance for infrastructure

Review Budget and consider addition of line item for bond sinking fund/bond retirement

Urban Renewal document refresher discussion

Develop list of items to discuss with City Council (after the TIF 101 discussion)

Commissioners Comments:

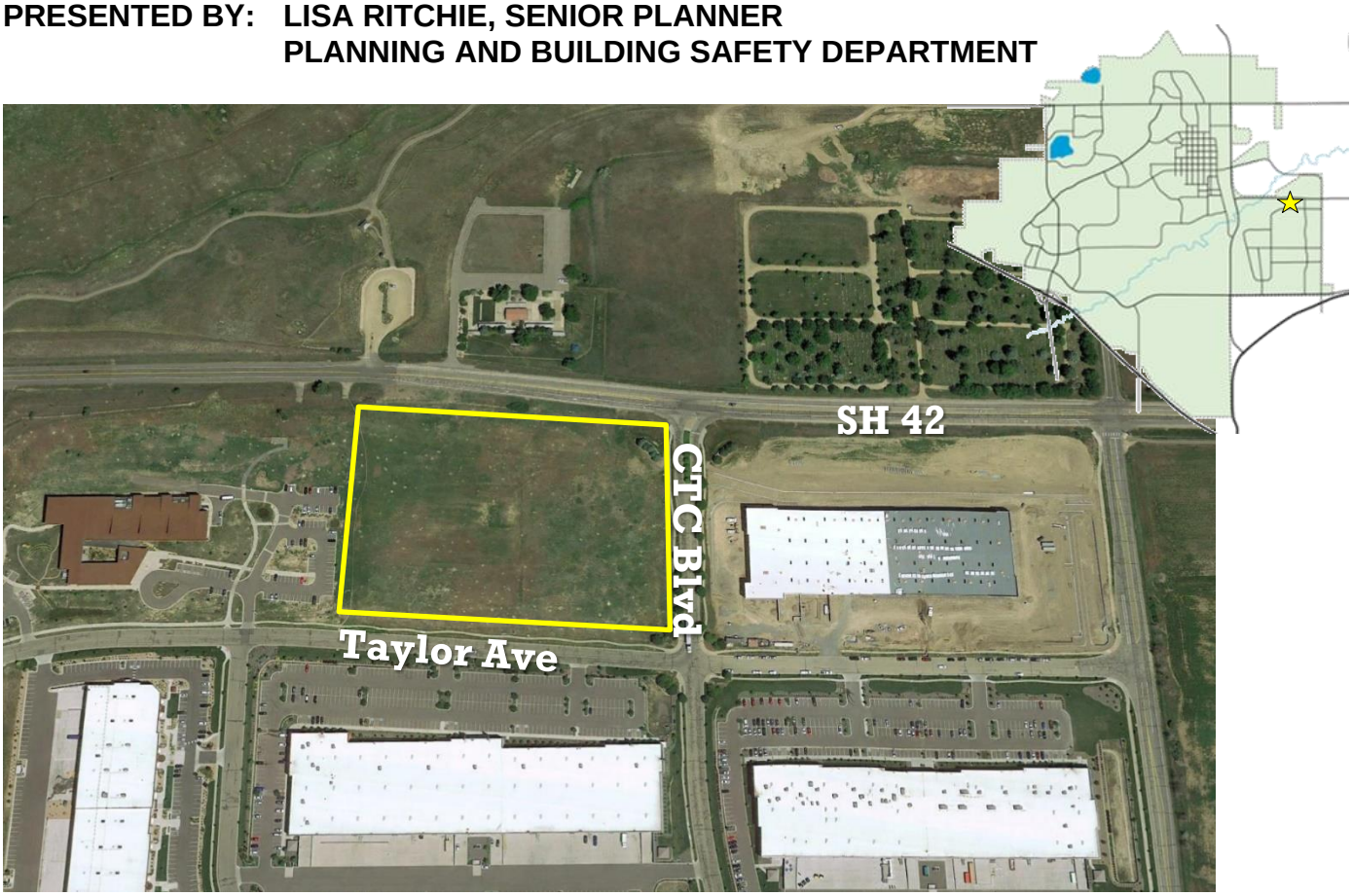
Adjourn: The meeting adjourned at 9:12 am.

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: **ORDINANCE 1771, SERIES 2019 – AN ORDINANCE AMENDING THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO PLANNED COMMUNITY ZONE DISTRICT - INDUSTRIAL AND TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC – SECOND READING – PUBLIC HEARING (advertised *Daily Camera* 4/21/19)**

DATE: **MAY 7, 2019**

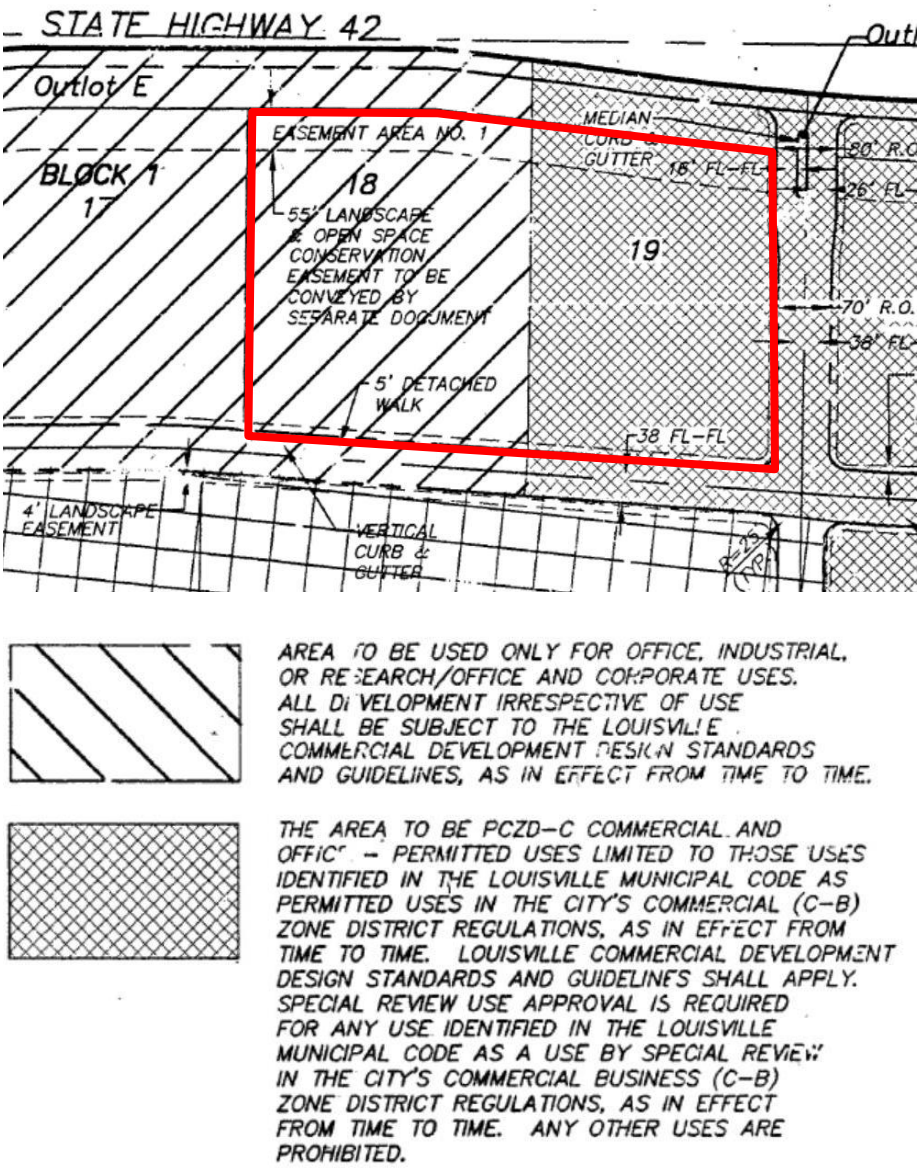
PRESENTED BY: **LISA RITCHIE, SENIOR PLANNER**
PLANNING AND BUILDING SAFETY DEPARTMENT



SUMMARY:
The owner, Freeman Capital Management, represented by RVP Architecture, requests approval of a General Development Plan (GDP) Amendment F for the Business Center at CTC to rezone Lot 19 to Planned Community Zone District – Industrial (PCZD-I) and to align the allowed uses on Lots 18 and 19 to the uses in the Industrial zone district.

BACKGROUND:
The City approved The Business Center at CTC plat and GDP in 1998. The City has approved five GDP amendments since 1998 (see attachment 4 for Amendments A-E), with The Business Center at CTC Amendment B currently the governing GDP for the two subject lots. Amendment B provides different zone districts and allowed uses for Lots 18 and 19. Lot 18 is zoned PCZD-I with office, industrial, or research office and corporate uses specified. Lot 19 was previously part of a larger group of PCZD-C zoned lots intended to serve as a commercial hub for the development. Over time, each of these lots has rezoned to PCZD-I with the exception of Lot 19. Allowed uses for Lot 19 are those in the City's Commercial Business (CB) district.

Figure 1: The Business Center at CTC Amendment B



Both Lots 18 and 19 are subject to the Commercial Development Design Standards and Guidelines (CDDSG), as are all properties along the northern edge of the CTC, adjacent to SH 42, with the exception of Lot 1, Block 3 (Fed Ex). The Fed Ex property is subject to GDP Amendment D that established a hybrid concept between the CDDSG and the Industrial Development Design Standards and Guidelines (IDDSG).

PROPOSAL:
The applicant requests approval of The Business Center at CTC GDP Amendment F, changing the allowed uses to those provided in the Industrial zone district. The applicant does not propose to change the requirement that both lots develop under the CDDSG.

This proposal aligns the allowed uses for the subject properties with those allowed on the property to the east, Fed Ex, and is more consistent with the allowed uses on the properties to the west; Office, Industrial, or Research/Office and Corporate uses.

ANALYSIS:
The GDP Amendment is subject to Section 17.72 *Planned Community Zone District* (PCZD) of the Louisville Municipal Code. Any amendments to a PCZD are subject to the same process and requirements as the initial approval. The purpose of the planned community zone district in Section 17.72.010 includes the following statements that apply to this application:

- *The purpose of the PCZD is to encourage, preserve and improve the health, safety and general welfare of the people of the city by encouraging the use of contemporary land planning principles and coordinated community design.*

- *The PCZD is created in recognition of the economic and cultural advantages that will accrue to the residents of an integrated, planned community development of sufficient size to provide related areas for various housing types, retail, service activities, recreation, schools and public facilities, and other uses of land.*

Section 17.72.030 includes the following applicability statement:

- *The PCZD may be applied only to such land as the city shall determine to be suitable for such a development.*

Staff finds the application meets the purpose and applicability statements in Chapter 17.72 of the Louisville Municipal Code. Staff finds that the area requested for the GDP Amendment has changed to such a degree that it serves the health, safety and general welfare of the city, and provides coordinated community design. When the GDP was initially approved in 1998, the properties at the corner of SH 42 and 104th Street were zoned to allow commercial uses. Over time, these properties' applicable GDPs were amended to allow only industrial uses, and were approved and constructed with developments consistent with these zone changes. Lot 19 is the only remaining property with only commercial uses permitted.

The initial development concept for the area provided commercial uses at the primary entry point into the northeastern corner of the CTC. Previous applicants demonstrated that the market for commercial uses in the CTC is limited and the properties were rezoned with this rationale. As Lot 19 is the only remaining property with commercial uses, it is now out of character with the surrounding area. Additionally, the intersection at CTC Blvd and SH 42 is not a full movement, and further reinforces the limited commercial viability for this particular property. The area has changed, and industrial uses on this property are suitable and appropriate for this development.

FISCAL IMPACT:
Per policy, staff ran the fiscal impact model under "low" and "high" scenarios, with the "low" scenario reducing several of the model inputs to 80% of the "high" scenario. Under the "high" scenario, the model estimates that the 20-year fiscal impact to the City resulting from the GDP amendment is reduced from a net positive of $958,000 to $593,000, a reduction of $365,000. The reduction is largely due to the loss of retail sales tax generated in the model due to the change from commercial to industrial zoning. The "low" scenario shows the estimated 20-year fiscal impact to the City reduced from a net positive of $773,000 to $482,000, a reduction of $291,000. Despite the model's estimates for decline in sales tax revenue, staff notes that conditions have changed since the original establishment of the commercial zoning, and reduced the likelihood of successful commercial and retail development on the subject properties.

High Scenario Inputs

	Current GDP			**GDP Amendment**
Land Use	Research Office	Commercial Office	Commercial Retail	Industrial
Bldg SF	32,000	18,000	10,000	50,000
Value $/SF	$240	$240	$240	$240
$/Employee	$5,000	$5,000	$1,200	$5,000
Absorption	20 years	20 years	20 years	20 years

Low Scenario Inputs

	Current GDP			**GDP Amendment**
Land Use	Research Office	Commercial Office	Commercial Retail	Industrial
Bldg SF	32,000	18,000	10,000	50,000
Value $/SF	$192	$192	$192	$192
$/Employee	$4,000	$4,000	$960	$4,000
Absorption	20 years	20 years	20 years	20 years

High Scenario Fiscal Impact Model

Cumulative Combined Funds Results (x$1,000) - Scenario Comparisons (x$1,000)

City of Louisville

Fiscal Impact Model

	SCENARIO			
Revenue by Fund	**Current GDP**	**%**	**GDPAmendment**	**%**
General Fund	$884	62%	$558	62%
Open Spaces & Parks Fund	$127	9%	$77	9%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$46	3%	$28	3%
Capital Projects Fund	$375	26%	$240	27%
TOTAL REVENUE	**$1,433**	**100%**	**$902**	**100%**
Expenditures by Fund				
General Fund	$359	76%	$205	66%
Open Spaces & Parks Fund	$0	0%	$0	0%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$0	0%	$0	0%
Capital Projects Fund	$116	24%	$105	34%
TOTAL EXPENDITURES	**$475**	**100%**	**$309**	**100%**
NET FISCAL RESULT BY FUND				
General Fund	$524		$353	
Open Spaces & Parks Fund	$127		$77	
Lottery Fund	$0		$0	
Historic Preservation Fund	$46		$28	
Capital Projects Fund	$260		$135	
NET FISCAL IMPACT	**$958**		**$593**	

Low Scenario Fiscal Impact Model

Cumulative Combined Funds Results (x$1,000) - Scenario Comparisons (x$1,000)

City of Louisville

Fiscal Impact Model

	SCENARIO			
Revenue by Fund	**Current GDP**	**%**	**GDPAmendment**	**%**
General Fund	$772	62%	$489	62%
Open Spaces & Parks Fund	$109	9%	$66	8%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$40	3%	$25	3%
Capital Projects Fund	$327	26%	$211	27%
TOTAL REVENUE	**$1,248**	**100%**	**$791**	**100%**
Expenditures by Fund				
General Fund	$359	76%	$205	66%
Open Spaces & Parks Fund	$0	0%	$0	0%
Lottery Fund	$0	0%	$0	0%
Historic Preservation Fund	$0	0%	$0	0%
Capital Projects Fund	$116	24%	$105	34%
TOTAL EXPENDITURES	**$475**	**100%**	**$309**	**100%**

NET FISCAL RESULT BY FUND				
General Fund	$413		$284	
Open Spaces & Parks Fund	$109		$66	
Lottery Fund	$0		$0	
Historic Preservation Fund	$40		$25	
Capital Projects Fund	$211		$107	
NET FISCAL IMPACT	**$773**		**$482**	

PLANNING COMMISSION:
The Planning Commission reviewed the application on March 14, 2019 and recommended approval with the following condition:

1. *Prior to the City Council hearing, the applicant shall revise the plans to correctly identify the allowed uses on the property to the west.*

The applicant updated the GDP plan sheet to comply with this condition.

STAFF RECOMMENDATION:
Staff recommends City Council approve Ordinance 1771, Series 2019 to amend The Business Center at CTC General Development Plan.

ATTACHMENTS:

1. Ordinance 1771, Series 2019
2. Application Materials
3. The Business Center at CTC GDP Amendment F
4. The Business Center at CTC GDP, and GDP Amendments A-E
5. Planning Commission minutes, March 14, 2019
6. Presentation
7. Zoning map

ORDINANCE NO. 1771
SERIES 2019

AN ORDINANCE AMENDING THE BUSINESS CENTER AT CTC GENERAL DEVELOPMENT PLAN TO REZONE LOT 19, BLOCK 1, TO PLANNED COMMUNITY ZONE DISTRICT - INDUSTRIAL AND TO ALLOW USES FROM THE INDUSTRIAL ZONE DISTRICT ON LOTS 18 AND 19, BLOCK 1, THE BUSINESS CENTER AT CTC

WHEREAS, CTC FCM-II, LLC and Flagstaff Holdings – 224, LLC are the owners of Lots 18 and 19, Block 1, CTC Filing No. 1 totaling approximately 6.91acres, which property is designated as a portion of the Business Center at CTC General Development Plan (GDP) property attached hereto as Exhibit A (the "Property"); and

WHEREAS, Lot 19 is currently zoned Planned Community Zone District – Commercial (PCZD – C) and Lot 18 is currently zoned Planned Community Zone District – Industrial, and permitted uses are set forth on the existing PCZD General Development Plan and; and

WHEREAS, CTC FCM-II, the applicant, has submitted to the City a request for approval of an amended PCZD General Development Plan for the Property, which amended Plan is entitled The Business Center at CTC PCZD General Development Plan, Amendment F and a copy of which is attached hereto as Exhibit A ("The Business Center at CTC PCZD General Development Plan Amendment F"); and

WHEREAS, the Business Center at CTC PCZD General Development Plan Amendment F shall serve to identify the zoning, permitted uses and development for the Property and shall serve as the PCZD General Development Plan for the Property, in accordance with Title 17 of the Louisville Municipal Code; and

WHEREAS, the Louisville Planning Commission has held a public hearing on March 14, 2019 for the proposed Business Center at CTC Amendment F for the Property and recommends approval to the City Council; and

WHEREAS, the City Council has duly considered the Commission's recommendation; and

WHEREAS, the City Council has held a public hearing on May 7, 2019 for the proposed Business Center at CTC Amendment F and has provided notice of the public hearing as provided by law; and

WHEREAS, no protests were received by the City pursuant to C.R.S. §31-23-305; and

WHEREAS, The Business Center at CTC Amendment F is consistent with the City of Louisville 2013 Citywide Comprehensive Plan;

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

Section 1. The City Council of the City of Louisville hereby approves the Business Center at CTC PCZD General Development Plan Amendment F , a copy of which is attached hereto as Exhibit A, subject to Section 2 hereof, and pursuant to the zoning ordinances of the City, such Property is zoned Planned Community Zone District Industrial (PCZD-I).

Section 2. The Business Center at CTC Amendment F shall be recorded in the Offices of the Boulder County Clerk and Recorder.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 16th Day of April, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelley, P.C.
City Attorney

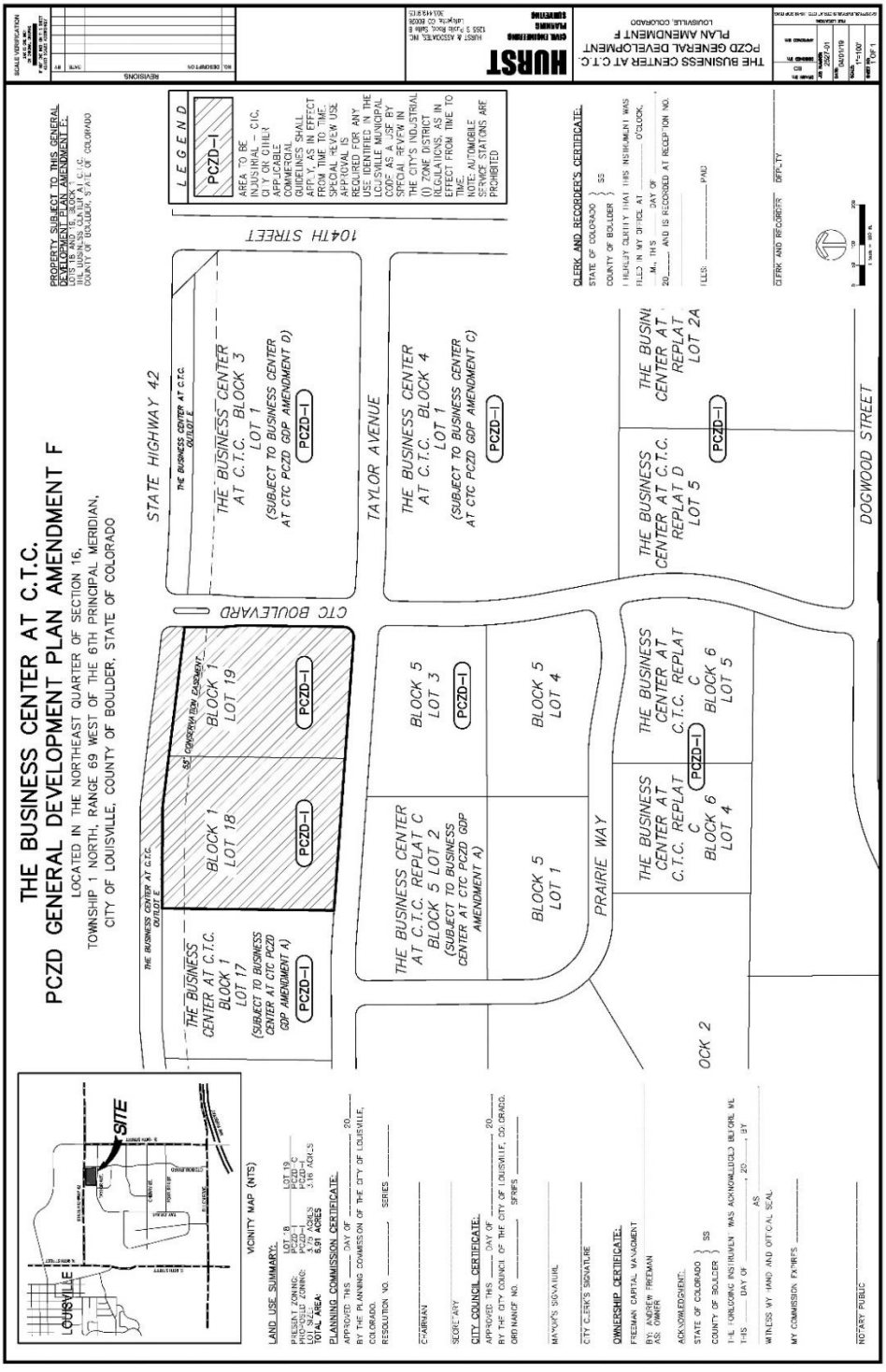
PASSED AND ADOPTED ON SECOND AND FINAL READING, this 7th day of May, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

Exhibit A


THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN AMENDMENT F
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO
PROPERTY SUBJECT TO THIS GENERAL DEVELOPMENT PLAN AMENDMENT F:
LOTS 18 AND 19, BLOCK 1
THE BUSINESS CENTER AT C.T.C.
COUNTY OF BOULDER, STATE OF COLORADO
LEGEND
PCZD-I
AREA TO BE INDUSTRIAL – C.I.C. CITY OR OTHER APPLICABLE COMMERCIAL CODES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT (REGULATIONS, AS IN EFFECT FROM TIME TO TIME. NEW AUTOMOBILE SERVICE STATIONS ARE PROHIBITED
STATE HIGHWAY 42
CTC BOULEVARD
TAYLOR AVENUE
PRAIRIE WAY
DOGWOOD STREET
104TH STREET
THE BUSINESS CENTER AT C.T.C. BLOCK 1 LOT 17 (SUBJECT TO BUSINESS CENTER AT CTC PCZD GDP AMENDMENT A)
BLOCK 1 LOT 18
BLOCK 1 LOT 19
THE BUSINESS CENTER AT C.T.C. BLOCK 3 LOT 1 (SUBJECT TO BUSINESS CENTER AT CTC PCZD GDP AMENDMENT D)
THE BUSINESS CENTER AT C.T.C. BLOCK 4 LOT 1 (SUBJECT TO BUSINESS CENTER AT CTC PCZD GDP AMENDMENT C)
THE BUSINESS CENTER AT C.T.C. REPLAT C BLOCK 5 LOT 2 (SUBJECT TO BUSINESS CENTER AT CTC PCZD GDP AMENDMENT A)
BLOCK 5 LOT 1
BLOCK 5 LOT 3
BLOCK 5 LOT 4
THE BUSINESS CENTER AT C.T.C. REPLAT D LOT 5
THE BUSINESS CENTER AT C.T.C. REPLAT A LOT 2A
THE BUSINESS CENTER AT C.T.C. REPLAT C BLOCK 6 LOT 4
THE BUSINESS CENTER AT C.T.C. REPLAT C BLOCK 6 LOT 5
PCZD-I
VICINITY MAP (NTS)
LOUISVILLE
SITE
LAND USE SUMMARY:
PLANNING COMMISSION CERTIFICATE:
CITY COUNCIL CERTIFICATE:
OWNERSHIP CERTIFICATE:
FREEMAN CAPITAL MANAGMENT
ACKNOWLEDGMENT:
CLERK AND RECORDER'S CERTIFICATE:
HURST
PCZD GENERAL DEVELOPMENT PLAN AMENDMENT F
THE BUSINESS CENTER AT C.T.C.
LOUISVILLE, COLORADO
REVISIONS
SCALE VERIFICATION

City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: RVP Architecture
Contact: Robert Van Pelt
Address: 3223 Arapahoe Ave, Suite 220
Boulder, CO 80303
Mailing Address: same
Telephone: 303-443-5355
Fax: N/A
Email: bob@rvparchitecture.com

OWNER INFORMATION

Firm: CTC-FCM II, LLC
Contact: Andrew Freeman
Address: 1375 Walnut Street
Boulder, CO 80302
Mailing Address: same
Telephone: 720-699-0575
Fax: N/A/
Email: afreeman@freemanproperty.com

REPRESENTATIVE INFORMATION

Firm: Same as Applicant
Contact:
Address:
Mailing Address:
Telephone:
Fax:
Email:

PROPERTY INFORMATION

Common Address:
Legal Description: Lot s 18 & 19 Blk 1
Subdivision The Bus. Center at CTC
Area: 300,750 Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit:
- ☐ CMRS Facility:
- ☒ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit) GDP Amendment

PROJECT INFORMATION

Summary: A proposoded Amendment to the General Development Plan to change the zoning on Lot 19 from PCZD-C to PCZD-I and change the guidelines governing development on both lots from the CDDSG to the IDDSG. Lot 18 is currently zoned PCZD-I.

Current zoning: varies Proposed zoning: PCZD-I

SIGNATURES & DATE

Applicant:
Print: Robert Van Pelt
Owner:
Print: Andrew Freeman
Representative: Same as Applicant
Print:

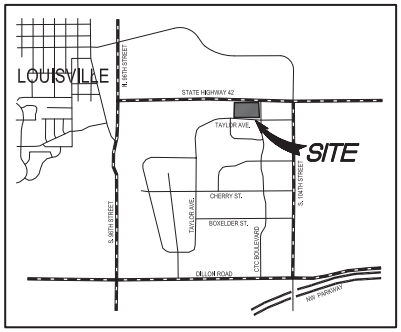
CITY STAFF USE ONLY

- ☐ Fee paid:
- ☐ Check number:
- ☐ Date Received:

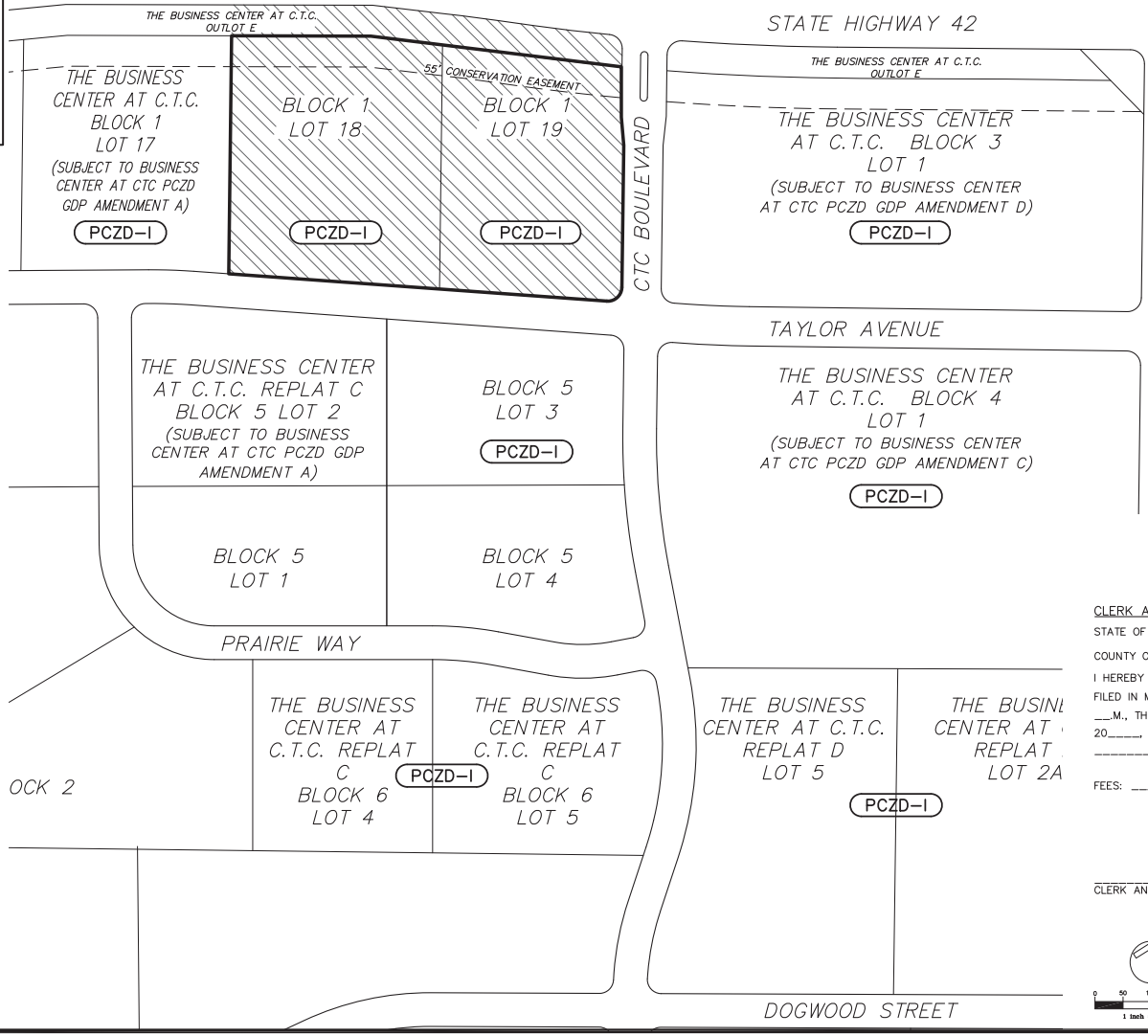
THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN AMENDMENT F

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

PROPERTY SUBJECT TO THIS GENERAL DEVELOPMENT PLAN AMENDMENT F:
LOTS 18 AND 19, BLOCK 1
THE BUSINESS CENTER AT C.T.C.
COUNTY OF BOULDER, STATE OF COLORADO



VICINITY MAP (NTS)



LEGEND

PCZD–I

AREA TO BE INDUSTRIAL – CTC, CITY OR OTHER APPLICABLE COMMERCIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME.
NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED

LAND USE SUMMARY:

	LOT 18	LOT 19
PRESENT ZONING:	PCZD–I	PCZD–C
PROPOSED ZONING:	PCZD–I	PCZD–I
LOT SIZE:	3.75 ACRES	3.16 ACRES
TOTAL AREA:	6.91 ACRES	

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. _____, SERIES _____

_____
CHAIRMAN

_____
SECRETARY

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20_____,
BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
ORDINANCE NO. _____, SERIES _____

_____
MAYOR'S SIGNATURE

_____
CITY CLERK'S SIGNATURE

OWNERSHIP CERTIFICATE:

FREEMAN CAPITAL MANAGMENT
_____
BY: ANDREW FREEMAN
AS: OWNER

ACKNOWLEDGMENT:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 20_____, BY
_____ AS _____.
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, __.M., THIS _____ DAY OF _____, 20_____, AND IS RECORDED AT RECEPTION NO. _____

FEES: _____ PAID

_____ _____
CLERK AND RECORDER DEPUTY

0 50 100 200
1 inch = 100 ft.

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

NO.	DESCRIPTION	DATE	BY

REVISIONS

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
1265 S. Public Road, Suite B
Lafayette, CO 80026
303.449.9105

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN AMENDMENT F
LOUISVILLE, COLORADO

DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2527-01
DATE: 04/01/19
SCALE: 1"=100'
SHEET NO. 1 OF 1
FILE LOCATION: G:\2527\SURVEY\BUS CTR AT CTC L-18-19 GDP.DWG

PCZD General Development Plan
Amendment A

A Portion of Northeast Quarter of Section 16, Township 1 South, Range 69 West, 6th Principal Meridian, City of Louisville, County of Boulder, State of Colorado

LAND USE SUMMARY

TOTAL AREA	160.96 AC.
PRESENT ZONING	I (INDUSTRIAL)
PROPOSED ZONING	PCZD-I - 132.85 AC PCZD-C - 28.11 AC

PLANNING COMMISSION CERTIFICATE

APPROVED BY PLANNING COMMISSION THIS 9th DAY OF February 1999 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. 10 SERIES 1999

CHAIRMAN SECRETARY

CITY COUNCIL CERTIFICATE

APPROVED BY CITY COUNCIL THIS 6th DAY OF April 1999 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
ORDINANCE NO. 1295 SERIES 1999

MAYOR CITY CLERK

CLERK AND RECORDER CERTIFICATE

COUNTY OF BOULDER)
STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 3:29 O'CLOCK P.M. THIS 14th DAY OF July 1999 AND IS DULY RECORDED IN PLAN FILE P-48 F-3 #132
FEE $20.00 PAID $20.00
FILM NO. N/A RECEPTION NO. 1960369

CHARLOTTE HOUSTON Carol Jacobson
RECORDER DEPUTY

OWNERSHIP SIGNATURE

COLORADO TECH LAND COMPANY, L.L.C. A COLORADO LIMITED LIABILITY COMPANY
COMMUNITY DEVELOPMENT CORP. OF LOUISVILLE, MANAGER

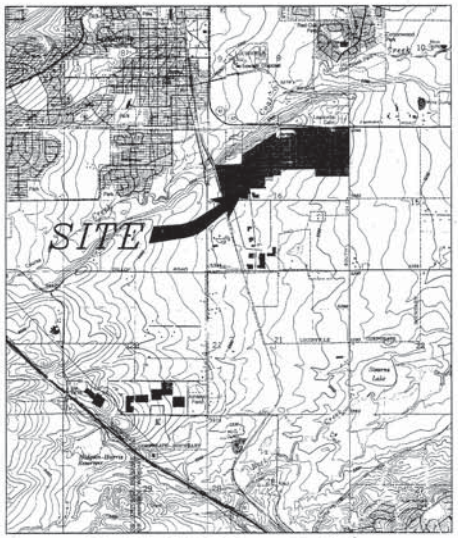
CHARLES E. BECKER MANAGER

KEVIN BUCKLEY (LOT 2, BLOCK 1)

KEVIN BUCKLEY

GEORGE A. TOPAKAS AND LURANIA K. TOPAKAS (LOTS 3, BLOCK 1)

GEORGE A. TOPAKAS LURANIA K. TOPAKAS



VICINITY MAP

LEGAL DESCRIPTION

Property to be Zoned PCZD-I

A PART OF COLORADO TECHNOLOGICAL CENTER FIRST FILING, RECORDED IN PLANFILE P-3, F-1, NOS. 38, 39 AND 40 TOGETHER WITH A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 16; THENCE N 00°40'20" E 984.48 FEET ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16 TO THE POINT OF BEGINNING;

THENCE N 00°40'20" E 146.41 FEET;
THENCE S 89°47'13" E 1308.73 FEET;
THENCE S 00°42'45" W 258.57 FEET;
THENCE S 89°47'04" E 1283.72 FEET TO THE WESTERLY RIGHT OF WAY OF 104TH STREET;
THENCE N 00°45'13" E 1672.00 FEET ALONG SAID WESTERLY RIGHT OF WAY TO THE SOUTHERLY RIGHT OF WAY OF EMPIRE ROAD;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING COURSES:

1. N 44°22'11" W 51.13 FEET;
2. N 88°28'41" W 546.08 FEET;
3. 576.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 4347.50 FEET, A CENTRAL ANGLE OF 07°28'00", AND A CHORD BEARING N 85°41'41" W 576.25 FEET;
4. N 82°52'12" W 234.04 FEET;
5. N 83°41'11" W 19.13 FEET;
6. N 89°50'56" W 549.03 FEET;
7. S 84°28'45" W 343.19 FEET;
8. N 85°57'41" W 101.50 FEET;

THENCE S 00°41'10" W 251.41 FEET;
THENCE N 81°23'28" W 195.73 FEET TO SAID NORTH-SOUTH CENTERLINE OF SECTION 16;
THENCE N 00°40'20" E 228.08 FEET TO THE SOUTHERLY BOUNDARY OF LOT 19, BLOCK 6, SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING;
THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING COURSES:

1. S 61°31'29" W 65.[illegible] FEET;
2. S 56°20'15" W 692.7[illegible] FEET TO THE BOUNDARY OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES:
1. S 00°41'03" W 403.05 FEET;
2. N 89°53'50" W 1044.61 FEET;
3. 208.85 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 2938.93 FEET, A CENTRAL ANGLE OF 04°04'13" AND A CHORD BEARING S 20°07'58" E 208.81 FEET;
4. S 17°51'52" E 24.73 FEET;
5. S 17°28'23" E 24.53 FEET;
6. S 17°02'58" E 24.48 FEET;
7. S 16°42'35" E 24.41 FEET;
8. S 16°25'41" E 24.34 FEET;
9. S 16°11'05" E 24.28 FEET;
10. S 15°59'47" E 24.22 FEET;
11. S 15°50'58" E 24.16 FEET;
12. S 15°45'12" E 24.10 FEET;
13. S 15°42'22" E 24.04 FEET;
14. S 15°41'23" E 884.41 FEET TO THE SOUTHERLY BOUNDARY OF LOT 1, BLOCK 6, SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING; THENCE S 89°39'43" E 19.65 FEET ALONG SAID SOUTHERLY BOUNDARY OF LOT 1, BLOCK 6;

THENCE 45.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT TO THE WESTERLY RIGHT OF WAY OF ARTHUR AVENUE IN SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING, SAID ARC SUBTENDED BY A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 113°29'53" AND A CHORD BEARING N 43°08'19" E 38.47 FEET;

THENCE N 13°36'40" W 144.78 FEET ALONG SAID WESTERLY RIGHT OF WAY OF ARTHUR AVENUE;

THENCE N 76°23'20" E 244.57 FEET;
THENCE S 13°36'40" E 82.49 FEET;
THENCE N 83°38'00" E 324.29 FEET;
THENCE N 06°21'50" W 104.68 FEET;
THENCE N 83°38'00" E 60.00 FEET;
THENCE N 06°21'50" W 115.04 FEET;
THENCE N 83°38'00" E 387.22 FEET;
THENCE N 00°41'41" E 438.47 FEET;

THENCE 22.05 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 01°18'08" AND A CHORD BEARING S 89°56'49" E 22.04 FEET;

THENCE S 89°18'19" E 322.89 FEET;

THENCE 38.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 97°02'28" AND A CHORD BEARING S 44°19'33" E 33.37 FEET;

THENCE N 00°41'41" E 68.77 FEET;

THENCE S 13°18'19" E 320.76 FEET TO THE POINT OF BEGINNING, CONTAINING 161.15 ACRES.

With The Exception Of

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SAID SECTION 16 FROM WHENCE THE NORTH QUARTER-SECTION CORNER BEARS N 89°19'44" W;

THENCE N 89°19'44" W, 61.24 FEET ALONG THE NORTHERLY BOUNDARY OF SAID NORTHEAST QUARTER OF SECTION 16;

THENCE S 00°40'16" W, 75.91 FEET TO THE POINT OF BEGINNING;

THENCE N 89°19'41" W, 546.08 FEET;

THENCE 576.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 4347.50 FEET, A CENTRAL ANGLE OF 07°28'00", AND A CHORD BEARING S N 85°41'41" W, 576.25 FEET;

THENCE N 82°52'12" W, 126.24 FEET;

THENCE S 00°42'26" W, 574.97 FEET;

THENCE S 85°52'23" E, 306.57 FEET;

THENCE S 83°16'55" E, 110.05 FEET;

THENCE S 82°52'23" E, 16.24 FEET;

THENCE 119.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 2035.00 FEET, A CENTRAL ANGLE OF 03°22'24", AND A CHORD BEARING S 83°32'35" E, 119.79 FEET;

THENCE S 89°14'47" E, 247.68 FEET;

THENCE S 00°44'48" W, 571.17 FEET;

THENCE S 89°47'13" E, 464.85 FEET;

THENCE N 00°45'13" E, 1091.92 FEET;

THENCE N 44°22'11" W, 51.13 FEET TO THE POINT OF BEGINNING, CONTAINING 22.89 ACRES, MORE OR LESS.

Property to be Zoned PCZD-C

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST, SIXTH PRINCIPAL MERIDIAN, BOULDER COUNTY, COLORADO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 16 FROM WHENCE THE NORTH QUARTER-SECTION CORNER BEARS N 89°19'44" W;

THENCE N 89°19'44" W, 61.24 FEET ALONG THE NORTHERLY BOUNDARY OF SAID NORTHEAST QUARTER OF SECTION 16;

THENCE S 00°40'16" W, 75.91 FEET TO THE POINT OF BEGINNING;

THENCE N 89°19'41" W, 546.08 FEET;

THENCE 576.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 4347.50 FEET, A CENTRAL ANGLE OF 07°28'00", AND A CHORD BEARING N 85°41'41" W, 576.25 FEET;

THENCE N 82°52'12" W, 126.24 FEET;

THENCE S 00°42'26" W, 574.97 FEET;

THENCE S 85°52'23" E, 306.57 FEET;

THENCE S 83°16'55" E, 110.05 FEET;

THENCE S 82°52'23" E, 16.24 FEET;

THENCE 119.81 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 2035.00 FEET, A CENTRAL ANGLE OF 03°22'24", AND A CHORD BEARING S 83°32'35" E, 119.79 FEET;

THENCE S 89°14'47" E, 247.68 FEET;

THENCE S 00°44'48" W, 571.17 FEET;

THENCE S 89°47'13" E, 464.85 FEET;

THENCE N 00°45'13" E, 1091.92 FEET;

THENCE N 44°22'11" W, 51.13 FEET TO THE POINT OF BEGINNING, CONTAINING 22.89 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
HURST & ASSOCIATES, INC.
4999 PEARL EAST CIRCLE,

BOULDER, CO 80301
(303) 449-8105

Revised 4/8/99

The Business Center at C.T.C.
PCZD General Development Plan
Amendment A

SCALE HOR. N/A VERT. N/A
DESIGN JJ
DRAWN RDC
FILE NAME(S) TOPACS
APPROVED N
HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4999 Pearl East Circle, Suite 100
Boulder, Colorado 80301 (303) 449-8105
JOB NO. 000031 DATE 6/8/98 SHEET 1 of 3

DRAWING NUMBER

DRAWING NUMBER

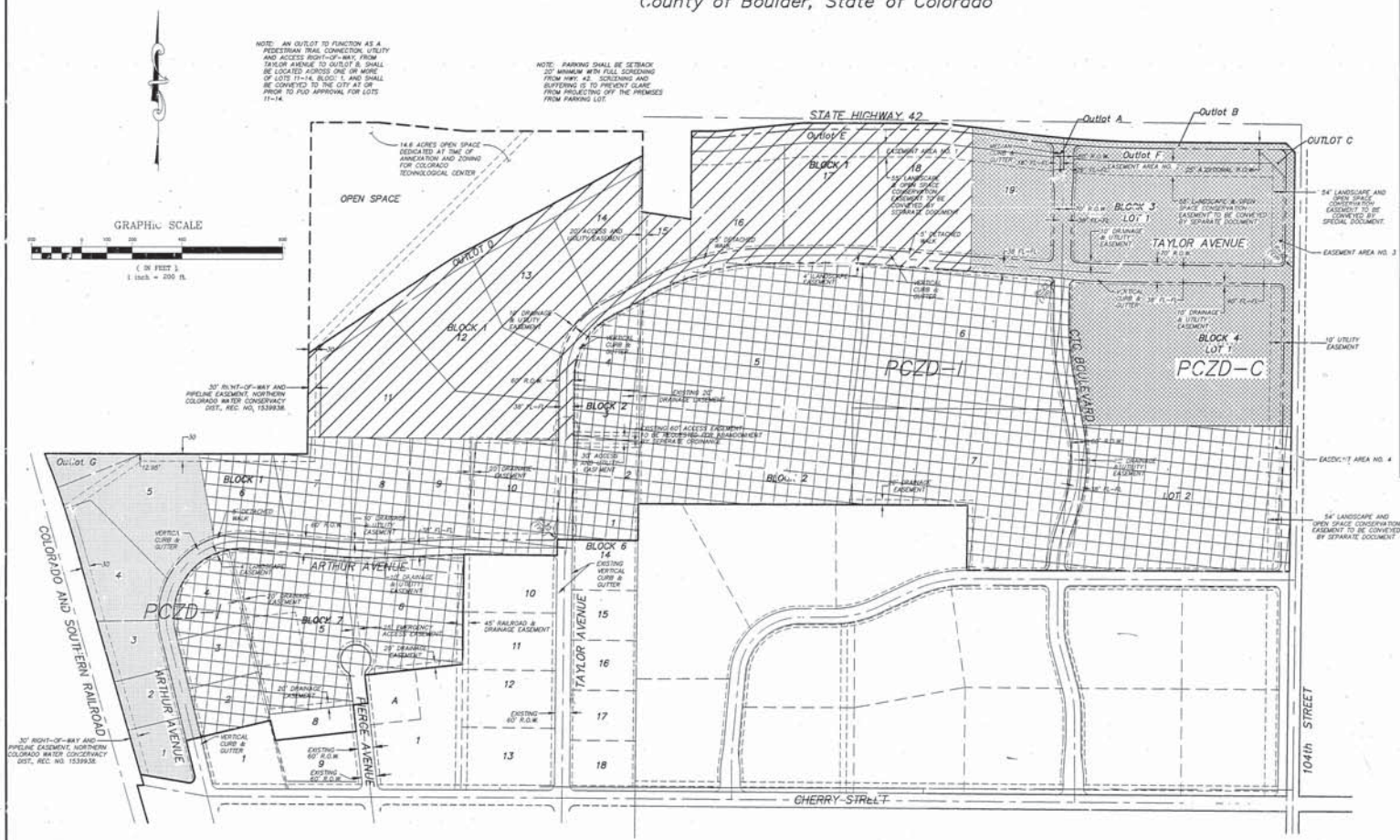
DRAWING NUMBER

BUSINESS CENTER @ CTC
PCZD AMENDMENT A
1 OF 2

The Business Center at C.T.C.

PCZD General Development Plan
Amendment A

A Portion of Section 16, Township 1 South,
Range 69 West, 6th Principal Meridian, City of Louisville,
County of Boulder, State of Colorado



LEGEND

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. IF OFFICE = THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES SHALL APPLY AS IN EFFECT FROM TIME TO TIME. IF INDUSTRIAL = CTC, CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY AS IN EFFECT FROM TIME TO TIME.

THE FOLLOWING USES ARE USES BY SPECIAL REVIEW AND MAY BE PERMITTED, IF AUTHORIZED THROUGH THE CITY SPECIAL REVIEW USE APPLICATION PROCESS:

RESTAURANTS, INDOOR EATING AND DRINKING ESTABLISHMENTS, OUTDOOR DINING AND OTHER FOOD SERVICE USES INCLUDING BUT NOT LIMITED TO: DELICATESSENS, CATERING FACILITIES, BANQUET ROOMS, MEETING ROOMS, AND

MEDICAL AND DENTAL CLINICS AND FINANCIAL INSTITUTIONS, AND

STUDIOS FOR PROFESSIONAL WORK OR TEACHING OF ANY FORM OF FINE ARTS, PHOTOGRAPHY, MUSIC, DRAMA OR DANCE.

ALL OTHER USES BY SPECIAL REVIEW SHALL BE PROHIBITED. NO DRIVE THRU FACILITIES FOR RESTAURANT OR FINANCIAL INSTITUTIONS SHALL BE ALLOWED IN THIS SUB AREA.

ALL SPECIAL REVIEW USES IN THIS SUB AREA WILL BE REQUIRED TO MEET THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES AS MAY BE AMENDED FROM TIME TO TIME.

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.

AREA TO BE INDUSTRIAL = CTC, CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME.

NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED IN THE ABOVE THREE AREAS.

THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE - PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL (C-B) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME. LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES SHALL APPLY. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (C-B) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME. ANY OTHER USES ARE PROHIBITED.

NOTE:
LOTS 1-5, BLOCK 1 SHALL HAVE NO SIGNAGE ON THE NORTH OR WEST FACING BUILDING ELEVATIONS.

LOTS 8-15, BLOCK 1 SHALL HAVE NO SIGNAGE ON THE NORTH FACING BUILDING ELEVATIONS OR PLACED IN A MANNER AS TO BE VISIBLE FROM STATE HIGHWAY 42.

Legend Revised 4/8/99

The Business Center at C.T.C.
PCZD General
Development Plan
Amendment A

HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4998 Pearl East Circle, Suite 105
Boulder, Colorado 80301 (303) 449-1105

SCALE 1"=200' HORZ. N/A
1" 0FS .02
DRAWN RCK
FILE NAME CC-2021
APPROVED JJ
JOB NO. 2020.01 DATE 5/8/98 SHEET 2 of 3

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

BUSINESS CENTER @ CTC
PCZD AMENDMENT A
2 OF 3

The Business Center at C.T.C.

PCZD General Development Plan

Amendment B

A Portion of Northeast Quarter of Section 16, Township 1 South, Range 69 West, 6th Principal Meridian, City of Louisville, County of Boulder, State of Colorado

LAND USE SUMMARY:

TOTAL AREA: 28.07 ACRES

PRESENT ZONING: PCZD-C

PROPOSED ZONING: PCZD-C – 28.07 ACRES

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS 15th DAY OF March, 2008 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 03 SERIES 2008

CHAIRMAN SECRETARY

CITY COUNCIL CERTIFICATE:

APPROVED THIS 6th DAY OF May, 2008 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

Ordinance ~~RESOLUTION~~ NO. 1533 SERIES 2008

MAYOR'S SIGNATURE

CITY CLERK'S SIGNATURE

SEAL

OWNERSHIP CERTIFICATE:

COLORADO TECH LAND COMPANY, LLC. A COLORADO LIMITED LIABILITY COMPANY, COMMUNITY DEVELOPMENT GROUP OF LOUISVILLE, MANAGER

CHARLES R. BELLOCK, MANAGER

ACKNOWLEDGMENT:

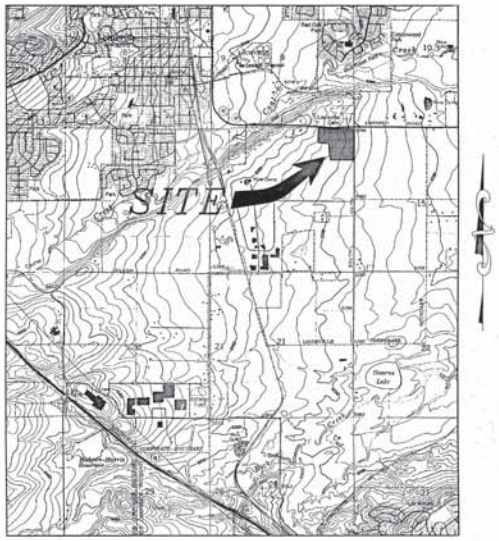
STATE OF COLORADO }
} SS
COUNTY OF Boulder }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12 DAY OF May, 2008 BY CHARLES R. BELLOCK, AS MANAGER.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES 11-22-2010

NOTARY PUBLIC



VICINITY MAP

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 3:30 O'CLOCK, P.M., THIS 27th DAY OF May, 2008 AND IS RECORDED IN PLAN FILE P-24 F-4 #16-17

FILM NO. _____ RECEPTION NO. 2932642

FEES: $21.00 PAID

Hillary Hall — CLERK & RECORDER

Richard Kennedy — DEPUTY

PROPERTY ZONED PCZD-C LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16 FROM WHENCE THE NORTH QUARTER CORNER LIES N89°19'44"W (BASIS OF BEARINGS);

THENCE N89°19'44"W, 61.34 FEET ALONG THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 16;

THENCE S00°40'16"W, 75.91 FEET TO THE POINT OF BEGINNING;

THENCE S44°22'11"E, 51.13 FEET;

THENCE S00°45'13"W, 1,091.92 FEET;

THENCE N89°47'13"W, 833.56 FEET;

THENCE N10°45'22"W, 185.15 FEET;

THENCE 245.08 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 1,220.00 FEET, A CENTRAL ANGLE OF 11°30'35", AND A CHORD BEARING N05°00'04"W, 244.67 FEET;

THENCE N00°45'13"E, 129.13 FEET;

THENCE 40.74 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID ARC SUBTENDED BY A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°22'24", AND A CHORD BEARING N47°26'25"E, 36.38 FEET;

THENCE N83°16'55"W, 110.60 FEET;

THENCE N85°52'23"W, 306.57 FEET;

THENCE N00°42'36"E, 575.65 FEET;

THENCE S83°14'11"E, 64.54 FEET;

THENCE S81°53'41"E, 63.90 FEET;

THENCE 576.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID ARC SUBTENDED BY A RADIUS OF 4,347.38 FEET, A CENTRAL ANGLE OF 07°36'01", AND A CHORD BEARING S85°41'41"E, 576.25 FEET;

THENCE S89°29'41"E, 546.08 FEET TO THE POINT OF BEGINNING, CONTAINING 1,222,739 SQUARE FEET OR 28.07 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
HURST & ASSOCIATES, INC.
4999 PEARL EAST CIRCLE, SUITE 106
BOULDER, CO. 80301
(303) 499-9105

The Business Center at C.T.C.
PCZD General Development Plan
Amendment B

SCALE HOR. N/A VERT. N/A
DESIGN/APPR.
DRAWN BY HK/BD
DATE 05/12/08
FILE G:\2008\01\PCZD-C\01-PCZD-C.DWG
SHEET 1 OF 2

HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4999 Pearl East Circle, Suite 106
Boulder, Colorado 80301 (303) 499-9105

Business Center @ CTC Amendment B 1 of 2

DRAWING NUMBER

DRAWING NUMBER

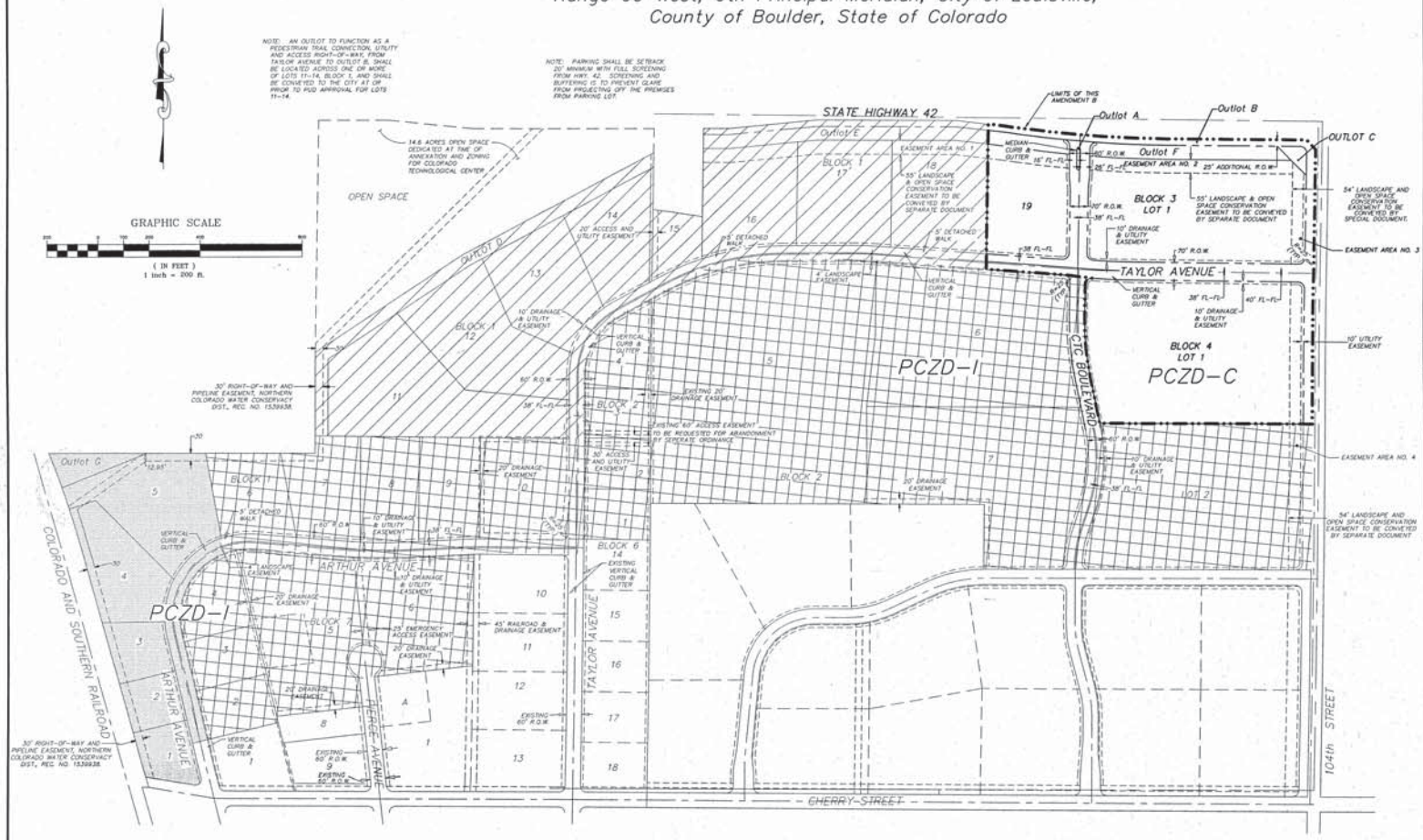
L19, B1; L1, B3 and L1, B4 1 of 2

The Business Center at C.T.C.

PCZD General Development Plan

Amendment B

A Portion of Northeast Quarter of Section 16, Township 1 South, Range 69 West, 6th Principal Meridian, City of Louisville, County of Boulder, State of Colorado



LEGEND

PCZD-I

EXISTING – NOT A PART OF AMENDMENT B

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. IF OFFICE – THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES SHALL APPLY AS IN EFFECT FROM TIME TO TIME. IF INDUSTRIAL – CTC , CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY AS IN EFFECT FROM TIME TO TIME.

THE FOLLOWING USES ARE USES BY SPECIAL REVIEW AND MAY BE PERMITTED, IF AUTHORIZED THROUGH THE CITY SPECIAL REVIEW USE APPLICATION PROCESS.

RESTAURANTS, INDOOR EATING AND DRINKING ESTABLISHMENTS, OUTDOOR DINING AND OTHER FOOD SERVICE USES INCLUDING BUT NOT LIMITED TO: DELICATESSENS, CATERING FACILITIES, BANQUET ROOMS, MEETING ROOMS, AND

MEDICAL AND DENTAL CLINICS AND FINANCIAL INSTITUTIONS, AND

STUDIOS FOR PROFESSIONAL WORK OR TEACHING OF ANY FORM OF FINE ARTS, PHOTOGRAPHY, MUSIC, DRAMA OR DANCE.

ALL OTHER USES BY SPECIAL REVIEW SHALL BE PROHIBITED. NO DRIVE THRU FACILITIES FOR RESTAURANT OR FINANCIAL INSTITUTIONS SHALL BE ALLOWED IN THIS SUB AREA.

ALL SPECIAL REVIEW USES IN THIS SUB AREA WILL BE REQUIRED TO MEET THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES AS MAY BE AMENDED FROM TIME TO TIME.

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.

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NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED IN THE ABOVE THREE AREAS.

PCZD-C

AMENDMENT B

THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE. PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. IN ADDITION, RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCT, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS. SUCH FACILITIES SHALL BE COMPLETELY ENCLOSED AND ANY NOISE, SMOKE, DUST, ODOR OR OTHER ENVIRONMENTAL CONTAMINATION PRODUCED BY SUCH FACILITIES CONFINED TO THE LOT UPON WHICH SUCH FACILITIES ARE LOCATED AND CONTROLLED IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE, OR FEDERAL REGULATIONS.

The Business Center at C.T.C.
PCZD General
Development Plan
Amendment B

SCALE HOR. 1"=200' VERT. N/A
DESIGN/APPR. JJ
DRAWN BY MK/RO
DATE 05/12/08
FILE G:\2020031\PCZD-CU\01-PCZD-C.DWG
SHEET 2 OF 2

HURST & ASSOCIATES, INC
CONSULTING ENGINEERS
6598 West Shell Circle, Suite 108
Boulder, Colorado 80301 (303) 449-9115

Business Center @ CTC
Amendment B
2 of 2

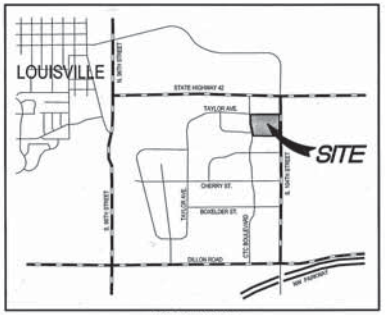
DRAWING NUMBER

DRAWING NUMBER

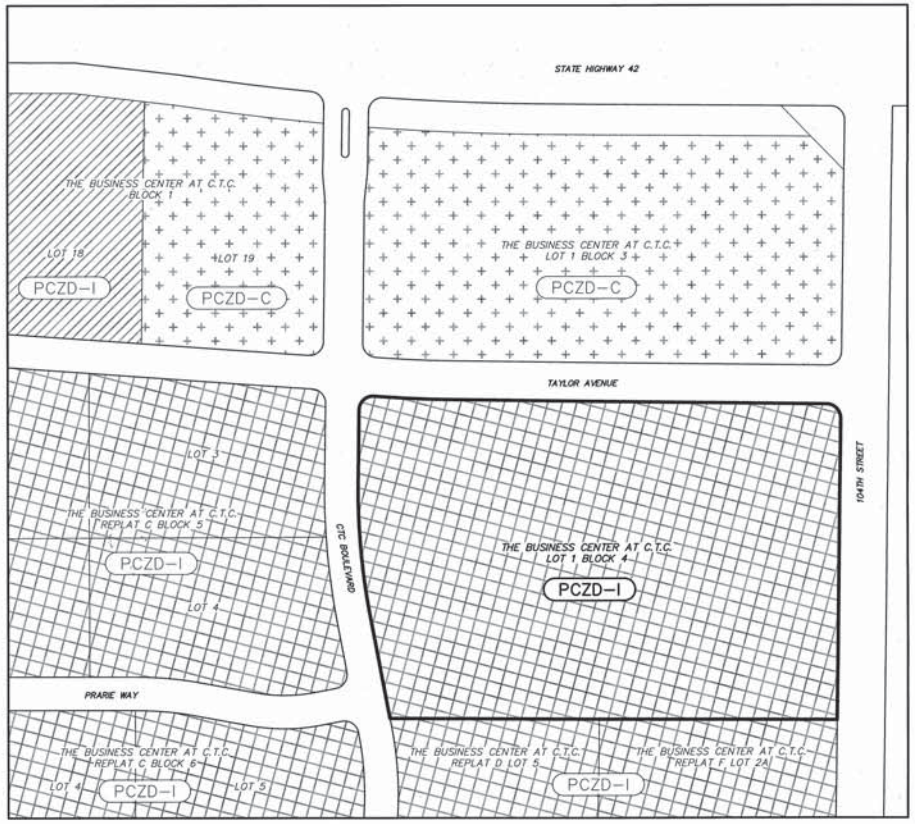
L19, B 1; L1, B3
and L1, B 4
2 of 2

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN
AMENDMENT C

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



VICINITY MAP (NTS)



0 50 100 200
1 inch = 100 ft.

LAND USE SUMMARY:

TOTAL AREA: 11.05 ACRES

PRESENT ZONING: PCZD-C

PROPOSED ZONING: PCZD-I

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS 13 DAY OF AUGUST 20 15, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 23 SERIES 2015

CHAIRMAN SECRETARY

CITY COUNCIL CERTIFICATE:

APPROVED THIS 6 DAY OF OCTOBER 20 15, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

~~RESOLUTION~~ ORDINANCE NO. 1707 66 SERIES 2015

MAYOR'S SIGNATURE

CITY CLERK'S SIGNATURE

CITY OF LOUISVILLE SEAL CITY SEAL COLORADO

OWNERSHIP CERTIFICATE:

EJ LOUISVILLE LAND, LLC., A COLORADO LIMITED LIABILITY COMPANY

BY: Bruce H. Erkin
AS: Manager

ACKNOWLEDGMENT:

STATE OF COLORADO }
COUNTY OF Denver } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF October 20 15 BY Bruce H. Erkin AS Manager OF EJ LOUISVILLE LAND LLC, A COLORADO LIMITED LIABILITY LAND COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES November 14, 2018

NOTARY PUBLIC

PROPERTY TO BE ZONED PCZD-I LEGAL DESCRIPTION:

LOT 1, BLOCK 4, THE BUSINESS CENTER AT C.T.C., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 27, 1998 UNDER RECEPTION NO. 1827896.

LEGEND

PCZD-I

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.

AREA TO BE INDUSTRIAL – CTC, CITY OR OTHER APPLICABLE INDUSTRIAL GUIDELINES SHALL APPLY, AS IN EFFECT FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S INDUSTRIAL (I) ZONE DISTRICT REGULATIONS, AS IN EFFECT FROM TIME TO TIME.

NOTE: AUTOMOBILE SERVICE STATIONS ARE PROHIBITED IN THE ABOVE THREE AREAS.

PCZD-C

THE AREA TO BE PCZD-C COMMERCIAL AND OFFICE. PERMITTED USES LIMITED TO THOSE USES IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS PERMITTED USES IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. SPECIAL REVIEW USE APPROVAL IS REQUIRED FOR ANY USE IDENTIFIED IN THE LOUISVILLE MUNICIPAL CODE AS A USE BY SPECIAL REVIEW IN THE CITY'S COMMERCIAL BUSINESS (CB) ZONE DISTRICT REGULATIONS AS AMENDED FROM TIME TO TIME. IN ADDITION, RESEARCH/OFFICE AND CORPORATE USES, AND FACILITIES FOR THE MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCT, IF SUCH USES ARE COMPATIBLE WITH SURROUNDING AREAS. SUCH FACILITIES SHALL BE COMPLETELY ENCLOSED AND ANY NOISE, SMOKE, DUST, ODOR OR OTHER ENVIRONMENTAL CONTAMINATION PRODUCED BY SUCH FACILITIES, CONFINED TO THE LOT UPON WHICH SUCH FACILITIES ARE LOCATED AND CONTROLLED IN ACCORDANCE WITH ALL APPLICABLE CITY, STATE, OR FEDERAL REGULATIONS.

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, ___M., THIS _____ DAY OF _____, 20___, AND IS RECORDED AT RECEPTION NO. _____

FEES: _____ PAID

CLERK & RECORDER DEPUTY

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS			
NO.	DESCRIPTION	DATE	BY

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

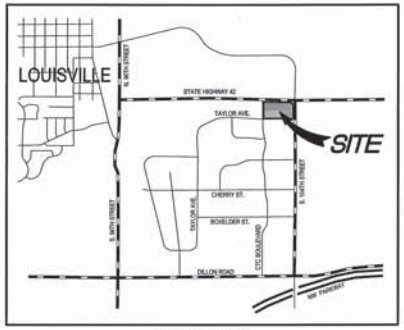
HURST & ASSOCIATES, INC.
2500 Broadway, Suite 6
Boulder, CO 80304
303.443.8155

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT
PLAN AMENDMENT C
LOUISVILLE, COLORADO

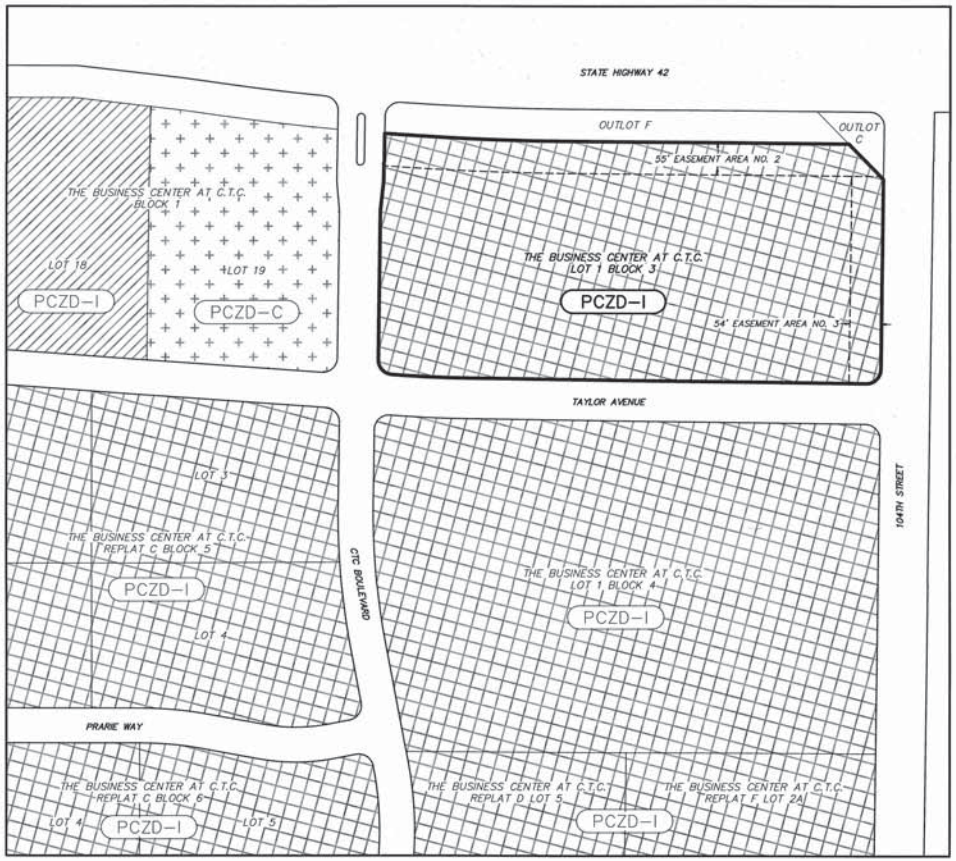
DRAWN BY: BO
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2242-13
DATE: 07/30/15
SCALE: 1"=100'
SHEET NO. 1 OF 1
FILE LOCATION: G:\2242\13-BUSINESS CENTER\CDP AMEND C

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT PLAN
AMENDMENT D

LOCATED IN THE NORTHEAST QUARTER OF SECTION 16,
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



VICINITY MAP (NTS)



0 30 100 200
1 inch = 100 ft.

LAND USE SUMMARY:

TOTAL AREA: 8.00 ACRES

PRESENT ZONING: PCZD-C

PROPOSED ZONING: PCZD-I

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS 22nd DAY OF June 2016, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 16 SERIES 2016

CHAIRMAN SECRETARY

CITY COUNCIL CERTIFICATE:

APPROVED THIS 2nd DAY OF August 2016, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
ORDINANCE NO. 1725 SERIES 2016

MAYOR'S SIGNATURE

CITY CLERK'S SIGNATURE

OWNERSHIP CERTIFICATE:

EJ LOUISVILLE LAND, LLC., A COLORADO LIMITED LIABILITY COMPANY

BY: BRUCE ETKIN
AS: MANAGER

ACKNOWLEDGMENT:

STATE OF COLORADO)
) SS
CITY AND COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF August, 2016 BY BRUCE ETKIN AS MANAGER OF EJ LOUISVILLE LAND LLC, A COLORADO LIMITED LIABILITY LAND COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES 11/14/2018

NOTARY PUBLIC

LAURA KATHRYN FARCHAN
Notary Public
State of Colorado
Notary ID 20144004036
Commission Expires Nov 14, 2018

PROPERTY TO BE ZONED PCZD-I LEGAL DESCRIPTION:

LOT 1, BLOCK 3, THE BUSINESS CENTER AT C.T.C., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, ACCORDING TO THE FINAL PLAT THEREOF RECORDED JULY 27, 1998 UNDER RECEPTION NO. 1827896.

SUPPLEMENTAL CONDITIONS OF PCZD-I ZONING FOR LOT 1 BLOCK 3:

A. THAT DEVELOPMENT ON THE PROPERTY SHALL PROVIDE FOR LANDSCAPING AND BERMING WITHIN EASEMENT AREA NO. 2 AND OUTLOT C MEETING THE STANDARDS OF THE CITY OF LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES; SHALL PROVIDE FOR SCREENING FROM HIGHWAY 42 OF PARKING AREAS ON THE NORTH SIDE OF THE PROPERTY; AND SHALL PROVIDE FOR ARCHITECTURAL ENHANCEMENTS REGARDING BUILDING ARTICULATION, MATERIALS, TEXTURE AND COLOR, AND TREATMENT AND SCREENING OF LOADING AREA AND OTHER FEATURES ABOVE THE STANDARDS OF THE CITY OF LOUISVILLE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES; OTHERWISE, THE DEVELOPMENT SHALL BE GOVERNED BY THE INDUSTRIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES.

B. THAT PRINCIPAL STRUCTURES ON LOT 1, BLOCK 3, BUSINESS CENTER AT C.T.C. SHALL BE SET BACK AT LEAST 100 FEET FROM THE NORTH PROPERTY LINE.

C. THAT DEVELOPMENT SHALL INCORPORATE CITY/CTC ENTRY FEATURES ON OUTLOT C, ACCEPTABLE TO THE CITY AND DETERMINED AT THE TIME OF PUD APPROVAL.

LEGEND

PCZD-I

AREA TO BE USED ONLY FOR OFFICE, INDUSTRIAL, OR RESEARCH/OFFICE AND CORPORATE USES. ALL DEVELOPMENT IRRESPECTIVE OF USE SHALL BE SUBJECT TO THE LOUISVILLE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES, AS IN EFFECT FROM TIME TO TIME.

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PCZD-C

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CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 3:05 O'CLOCK, P.M., THIS 24th DAY OF August, 2016, AND IS RECORDED AT RECEPTION NO. 3539210

FEES: $11.00 PAID

CLERK & RECORDER DEPUTY

SCALE VERIFICATION
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

REVISIONS

NO.	DESCRIPTION	DATE	BY
0	Original Drawing	02/16/16	BJ
1	1 Bldg per Jim K	06/06/16	BJ

HURST
CIVIL ENGINEERING
PLANNING
SURVEYING

HURST & ASSOCIATES, INC.
2500 Broadway, Suite 8
Boulder, CO 80304
303.449.9105

THE BUSINESS CENTER AT C.T.C.
PCZD GENERAL DEVELOPMENT
PLAN AMENDMENT D
LOUISVILLE, COLORADO

DRAWN BY: BD
DESIGNED BY:
APPROVED BY:
JOB NUMBER: 2242-11
DATE: 08/05/16
SCALE: 1"=100'
SHEET NO. 1 OF 1
FILE LOCATION: G:\2242\11 BUSINESS CTR CCP AMEND D

The Business Center at C.T.C.

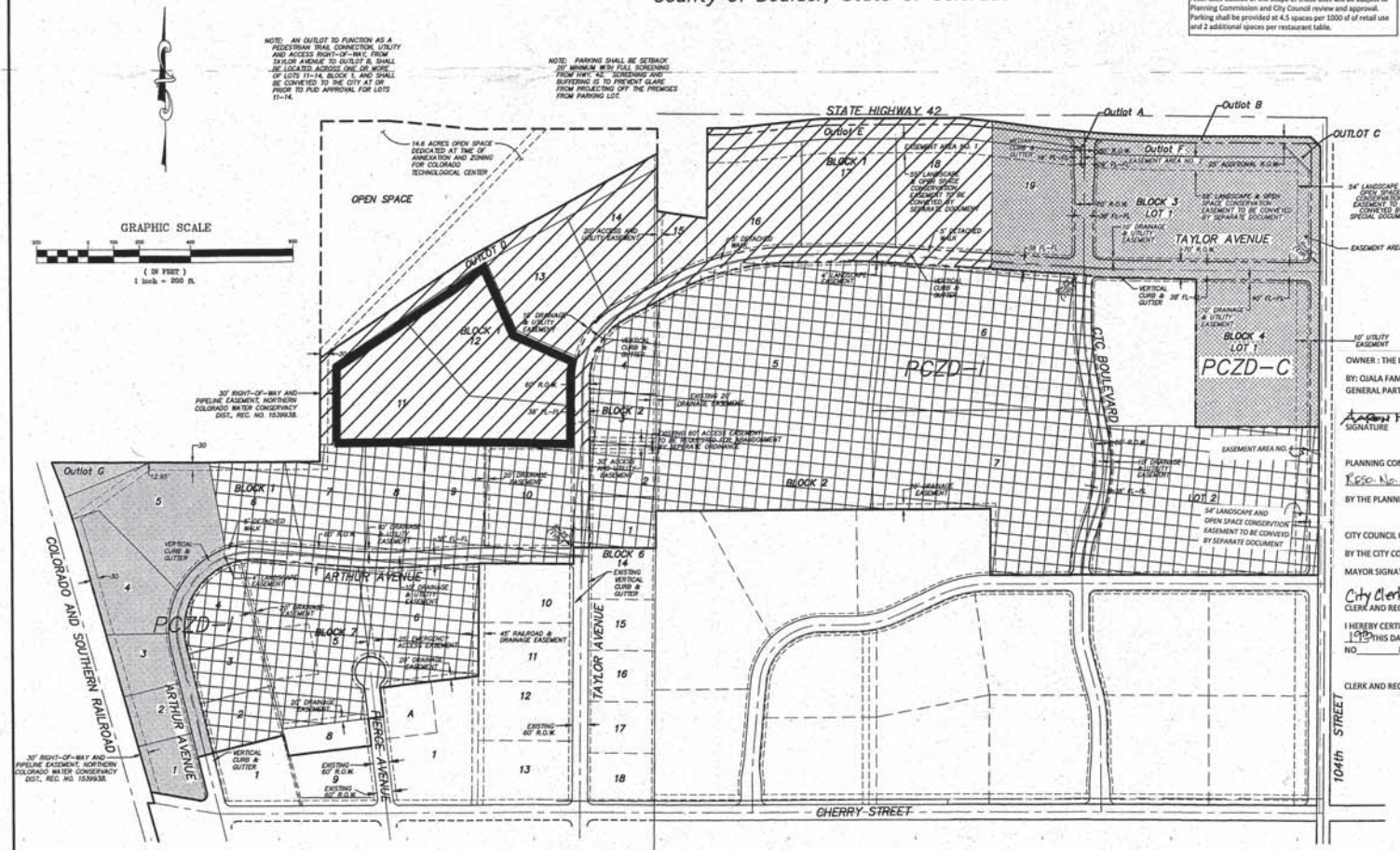
PCZD General Development Plan Amendment E

A Portion of Section 16, Township 1 South,
Range 69 West, 6th Principal Meridian, City of Louisville,
County of Boulder, State of Colorado

Limited commercial uses are permitted on Lots 11 & 12 (or a subdivision thereof), provided the uses are contained within one of the three buildings, and that the commercial use does not exceed 20% of the gross floor area. Allowed uses to include: Cafeterias, restaurants (without drive through services), retail, personal services and other similar uses which provide goods or services primarily to Colorado Tech Center users. All proposed retail uses outside of the scope of these uses will be subject to Planning Commission and City Council review and approval. Parking shall be provided at 4.5 spaces per 1000 sf of retail use and 2 additional spaces per restaurant table.

NOTE: AN OUTLOT TO FUNCTION AS A PEDESTRIAN TRAIL CONNECTION, UTILITY AND ACCESS RIGHT-OF-WAY, FROM TAYLOR AVENUE TO OUTLOT B, SHALL BE LOCATED ACROSS ONE OR MORE OF LOTS 11-14, BLOCK 1, AND SHALL BE CONVEYED TO THE CITY AT OR PRIOR TO PUD APPROVAL FOR LOTS 11-14.

NOTE: PARKING SHALL BE SETBACK 20' MINIMUM W/IN FULL SCREENING FROM HWY. 42. SCREENING AND BUFFERING IS TO PREVENT GLARE FROM PROJECTING OFF THE PREMISES FROM PARKING LOT.



LEGEND

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OWNER : THE LANDS 2, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP

BY: OJALA FAMILY LIMITED HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, GENERAL PARTNER

Aaron H. Ojala Member/Manager
SIGNATURE TITLE

PLANNING COMMISSION RECOMMENDED APPROVAL THIS 12TH DAY OF January 20 17
RESO. No. 03 SERIES NO. 2017
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

CITY COUNCIL CERTIFICATE: APPROVED THIS 7TH DAY OF March 20 17
BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. ORDINANCE NO. 1733
SERIES NO. 2017
MAYOR SIGNATURE
City Clerk
CLERK AND RECORDER CERTIFICATE: (COUNTY OF BOULDER, STATE OF COLORADO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, 1:00 THIS DAY OF JUNE 20 17 AND IS RECORDED IN PLAN FILE _____, FILM NO. _____ RECEPTION 03598561

CLERK AND RECORDER DEPUTY _____

CITY OF LOUISVILLE SEAL COLORADO

The Business Center at C.T.C.
Proposed PCZD

HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
4000 Pearl East Circle, Suite 200
Boulder, Colorado 80301 (303) 449-8150

SCALE HORZ.=200' VERT. N/A
DESIGN JJ
DRAWN ROC
FILE NAME 03120N
APPROVED JJ
JOB NO. 200037 DATE 8/8/06 SHEET 2 OF 2

City of Louisville
COLORADO • SINCE 1878

Planning Commission
Meeting Minutes
March 14th, 2019
City Hall, Council Chambers
749 Main Street
6:30 PM

Call to Order – Chair Brauneis called the meeting to order at 6:30 PM.

Roll Call was taken and the following members were present:

Commission Members Present:	Steve Brauneis, Chair David Hsu, Vice Chair Dietrich Hoefner Keaton Howe Tom Rice Debra Williams Jeff Moline
Commission Members Absent:	None
Staff Members Present:	Rob Zuccaro, Dir of Planning & Building Safety Lisa Ritchie, Senior Planner Amelia Brackett, Planning Clerk

APPROVAL OF AGENDA

Williams moved and Hsu seconded a motion to approve the March 14th, 2019 agenda. Motion passed unanimously by voice vote.

APPROVAL OF MINUTES

Williams moved and Hoefner seconded a motion to approve the February 14th, 2019 minutes. Motion passed unanimously by voice vote. Moline abstained.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

None.

NEW BUSINESS – PUBLIC HEARING ITEMS

The Business Center at CTC GDP Amendment F: A request to amend The Business Center at CTC General Development Plan to rezone Lot 19 to PCZD-I and to allow industrial zone district uses on Lots 18 and 19, Block 1, The Business Center at CTC. (Resolution 5, Series 2019).

- Applicant: RVP Architecture
- Case Planner: Lisa Ritchie, Senior Planner

Required notice met.

Ritchie presented the request to rezone the currently vacant lot, which the owner intends to develop. The end result of the change would be to rezone to PCZD-I. The results of staff analysis show that when the GDP was initially approved in 1998, there were multiple properties at the corner of SH42 and 104th Street that were zoned to allow commercial uses. Over time these were rezoned to allow for industrial uses and buildings and previous applicants have demonstrated the limited commercial viability of this area of the CTC. Now, Lot 19 is out of character with the surrounding area. Additionally, the intersection at CTC Boulevard and SH 42 is not full movement, which reinforces the limited commercial appeal of the lot among other limitations. Staff feels that the area has changed and industrial uses are suitable and appropriate for this development.

Brauneis asked for questions of staff.

Williams asked for the definitions of I, PI, PCZD-I, PC, and CB.

Ritchie responded that PI and PCZD-I were the abbreviations for the same zone. The “I” was a straight zoning that defaulted to the code, whereas PI and PCZD-I were not straight zones. PC stood for Planned Commercial and CB stood for Commercial Business.

Moline asked for the difference between the commercial and industrial design guidelines.

Ritchie replied that the commercial design guidelines required greater detailing and an elevated site design standard, but would still allow a larger building.

Brauneis asked for additional questions for staff and the applicant. Seeing none, he asked for public comment. Seeing none, he closed the public hearing and opened commissioner discussion.

Moline supported the proposal and thought it was a nice way to transition the property in the west and the property of the east and allowing a broader use while retaining those higher commercial standards. The area had really changed and there has not been much commercial use in the area.

Hsu supported the proposal and thought it did not make sense to have commercial development in the area based on the surrounding development.

Williams concurred.

Rice stated that the request was consistent with the other projects in the area.

Hoefner, Howe, and Brauneis agreed.

Rice moved to approve Resolution 5, Series 2019. Moline seconded. Roll call vote. All in favor.

City Council Public Hearing

May 7, 2019

Business Center at CTC

General Development Plan Amendment F

Approval Ordinance 1771, Series 2019, approving a request for a GDP Amendment to rezone Lot 19, Block 1, to PCZD-I and to allow the uses in the Industrial zone district on Lots 18 & 19, Block 1, The Business Center at CTC

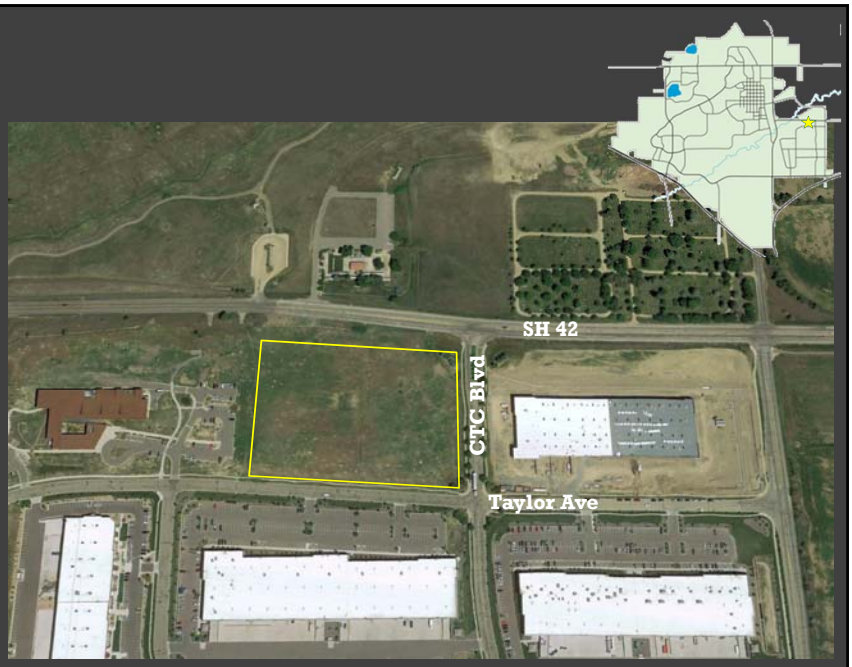
Public Notice Certification:

Published in the Boulder Daily Camera – April 21, 2019

Posted in Required Locations, Property Posted and Mailing Notice – April 19, 2019

The Business Center at CTC GDP Amendment F

Vicinity Aerial



The Business Center at CTC GDP Amendment F
Background

- Business Center at CTC Plat and GDP - 1998
- Business Center at CTC GDP Amendment A - 1999
- Business Center at CTC GDP Amendment B - 2008
  - In effect today
  - Requires development under CDDSG
  - Allows Uses in the CB zone district on Lot 19, and Office, Industrial, or Research/Office and Corporate uses on Lot 18

The Business Center at CTC GDP Amendment F
Request

- Business Center at CTC Plat and GDP F
  - Rezones Lot 19 to PCZD-I
  - Allows uses in the Industrial zone district on Lots 18 and 19
  - Retains the CDDSG development standards
- Results in no properties with Commercial zoning in the northern part of the CTC
- Fed Ex property (east)
  - Hybrid CDDSG/IDDSG
  - Industrial uses
- Pearl Izumi property (west)
  - CDDSG
  - Office, Industrial or Research/Office and Corporate uses

The Business Center at CTC GDP Amendment F

Analysis

- When the GDP was initially approved in 1998, the properties at the corner of SH42 and 104th St were zoned to allow commercial uses
  - Over time, surrounding property was rezoned
  - Previous applicants demonstrated limited commercial viability
  - Now, Lot 19 is out of character with surrounding area
  - Intersection at CTC Blvd and SH 42 not full movement – further reinforces limited commercial viability
- The area has changed, and Industrial uses are suitable and appropriate for this development

Fiscal Analysis – High Scenario

	Current GDP	GDP Amendment
Total Revenue	$1,433	$902
Total Expenditures	$475	$309
Net Fiscal Impact	$958	$593

Fiscal Analysis – Low Scenario

	Current GDP	GDP Amendment
Total Revenue	$1,248	$791
Total Expenditures	$475	$309
Net Fiscal Impact	$773	$482

The Business Center at CTC GDP Amendment F

Staff Recommendation

- Staff recommends approval of **Ordinance 1771, Series 2019**, a request to approve a General Development Plan Amendment to rezone Lot 19 to PCZD-Industrial and to allow the uses in the Industrial zone district on Lots 18 and 19, Block 1, The Business Center at CTC

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8B

SUBJECT: **ORDINANCE NO. 1772, SERIES 2019 – AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING REGULATION OF CITY OPEN SPACE AND PARKS – 2nd READING, PUBLIC HEARING (advertised *Daily Camera* 4/21/19)**

DATE: **MAY 7, 2019**

PRESENTED BY: **NATHAN MOSLEY, DIRECTOR OF PARKS, RECREATION, AND OPEN SPACE**
EMBER BRIGNULL, OPEN SPACE SUPERINTENDENT

SUMMARY:
The Louisville Ranger Naturalist program is a small-town, community-oriented program that supports visitors in having safe, informed, responsible, and enjoyable experiences; the Municipal Code is a tool which supports rangers in accomplishing these goals and reflects the City's mission to protect, preserve, and enhance the quality of life in our community. With portions of the current Open Space Title and Parks Title not being updated since1977, staff began a review comparing the Louisville Municipal Code to adjacent municipalities to ensure that policies were up to date, easy to interpret, and consistent across the region where applicable.

Initial staff revisions to the municipal code were reviewed by the Open Space Advisory Board on April 11, 2018 and by the Parks and Public Landscaping Advisory Board on May 3, 2018. Recommendations were solicited from both boards and factored into final staff edits. The Parks and Public Landscaping Advisory Board is supportive of adding language to prohibit smoking and drones on Park lands.

City Council initially considered the ordinance on first reading on July 17, 2018 and second reading on August 7, 2018. At second reading, Council requested the ordinance be reviewed by the City Council Legal Review Committee (Legal Committee) with special attention to evaluating amendments prohibiting smoking in City of Louisville Park properties.

The Legal Committee met on September 27, 2018 and February 21, 2019 to review and make recommendations. At the February 21, 2019 meeting, the Legal Committee recommended additions and amendments to the ordinance. The Legal Committee recommends approval of the ordinance as now written.

At the April 16, 2019 City Council meeting, Councilmember Stolzmann requested the Municipal Code open space definition be replaced with the Home Rule Charter open space definition. This proposed amendment for second reading is shown in track changes format on Attachment 1 (item 7 on Attachment 2).

The Legal Committee wanted to bring Council's attention to two specific items: reducing leash lengths to ten feet (item 31 on Attachment 2) and banning smoking and vaping in all City Park properties along with the associated parking lots and adjacent sidewalks, with the exception of the Coal Creek Golf Course (item 44 on Attachment 2).

The primary goals of the proposed amendments are as follows:

1. To align the provisions of titles 4 and 14 with the current needs of the department and with desirable trends related to parks and open space emerging in other nearby communities. *For example, banning smoking and vaping in Open Space and Parks.*

2. To provide for parallelism between titles 4 and 14, which is intended to assist park and open space user and staff interpretation and staff enforcement of the provisions in the field. *The proposed ordinance causes the prohibitions of titles 4 and 14 to match, except where provisions are specific to parks or open space (e.g., all fires prohibited in open space, but fires allowed in stove, grill, and by permit in parks, with exceptions).*

3. To restructure titles 4 and 14 to include clarifying headers and groupings to provide for greater park and open space user (and staff) readability and comprehension, which will lead to greater compliance. *For example, the proposed ordinance groups prohibited activities under subject-matter headings with other similar activities.*

4. Amend the definitions sections of each title to cause defined terms of one title to have the same meaning as those of the other. *For example, the proposed ordinance causes the definition of "Park" in title 14 to match that in title 4. In revising definitions, the city attorney's office was careful not to cause language to conflict with that of the definitions set forth in the Charter.*

5. Adding prohibitions to titles 4 and 14 that would serve to protect rangers, law enforcement, rescue personnel, and city employees. *For example, the proposed ordinance adds provisions making it unlawful to fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel, or to harass any such person or to harass a city employee.*

Proposed revisions to the Louisville Municipal Code are listed on Attachment 2. Attachment 2 lists each proposed revision in sequence, and was created to supplement Attachment 1 which is Ordinance No. 1772, Series 2019. To assist in version control and increase ease of discussion, please reference Attachment 2 to describe any revision in question by sharing the reference ID which can be found in the first column. The intent of additional columns are as follows:

- Column 2 identifies in which title the revision occurs (4, 14 or both);
- Column 3 identifies the proposed revision as it appears on Attachment 1;
- Columns 4 and 5 identify the page number the revision can be found on Attachment 1; and
- Column 6 provides a brief description of the proposed amendment.

Many of the proposed revisions were to clarify intent or to align the prohibitions with department practices, and not to affect the substance of the prohibitions. Where provisions of the ordinance would make substantive changes to the prohibitions set forth in title 4 and 14, staff and the city attorney's office received input from the Legal Committee. The ordinance has been reviewed by the city attorney's office, the city prosecutor, and the Legal Committee, with particular attention to the issue of enforceability, both in the field, and in municipal court.

FISCAL IMPACT:
Minimal, but does give authorization to issue citations that are defensible if challenged in court.

PROGRAM/SUB-PROGRAM IMPACT:
Municipal Code revisions support the Open Space & Trails Maintenance and Management Sub-Programs by enabling the Rangers to protect and promote "native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation" through education and enforcement.

Municipal Code revisions support the Parks Sub-Program by empowering Rangers to help facilitate the proper and safe use of "popular parks and facilities that provide multiple outdoor opportunities for residents of and visitors to Louisville to enjoy."

RECOMMENDATION:
Staff recommends City Council approve the Legal Committee's suggestion of accepting the changing of the leash law length from 15ft to 10ft. Staff also recommends City Council approve the Legal Committee's suggestion of accepting the prohibition of smoking and vaping in all City Parks, associated parking lots and adjacent sidewalks with exception of the Coal Creek Golf Course. Staff recommends City Council accept the recommendation to replace the Municipal Code open space definition with the Home Rule Charter definition. Finally, Staff recommends City Council approve Ordinance No. 1772, Series 2019.

ATTACHMENT(S):
1. Ordinance No. 1772, Series 2019 (amendments proposed from first reading are shown in track changes format)
2. Amendments to Titles 4 & 14 of the LMC
3. Presentation

Proposed Second Reading Amendments

Ordinance No. 1772, Series 2019, is revised to read as follows (amendments proposed for second reading are shown in track changes format):

ORDINANCE NO. 1772
SERIES 2019

AN ORDINANCE AMENDING TITLES 4 AND 14 OF THE LOUISVILLE MUNICIPAL CODE CONCERNING REGULATION OF CITY OPEN SPACE AND PARKS

WHEREAS, the City of Louisville ("City") is a home rule municipal corporation, duly organized and existing pursuant to the Louisville Home Rule Charter ("Charter"); and

WHEREAS, the City has authority under the Charter to adopt ordinances regulating City open space and parks; and

WHEREAS, City ordinances regulating use of open space are codified in Title 4 of the Louisville Municipal Code (the "Code"), and City ordinances regulating use of parks and recreation lands and facilities are codified in Title 14 of the Code; and

WHEREAS, Titles 4 and 14 of the Code contain various prohibitions relating to City open space and park lands; and

WHEREAS, the City Council of the City (the "City Council") desires to amend the Code to clarify the actions that are prohibited within City open space and parks, and to provide for greater consistency between the prohibitions contained in Titles 4 and 14, so as to encourage greater compliance with and to provide for enhanced enforcement of City rules regulating the use of open space and parks; and

WHEREAS, the City Council further desires to amend the Code to extend the prohibitions in Section 14.12.010 to the Louisville Cemetery; and

WHEREAS, the City has established the position of Ranger-Naturalist ("Ranger"), who is duly authorized to enforce certain provisions of the Code on City open space and park land, including but not limited to the prohibitions contained in Titles 4 and 14; and

WHEREAS, some City open space is owned jointly with the County of Boulder or other municipalities; and

WHEREAS, the City Council further desires to amend the Code to authorize the Ranger and City law enforcement officers to enforce City ordinances on jointly-owned open space property, and to establish that citations issued for violations are returnable to the Louisville Municipal Court; and

WHEREAS, the City Council desires to make other modifications to Titles 4 and 14 of the Code;

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

Section 1. Section 4.01.020 of the Louisville Municipal Code is hereby repealed and replaced to read as follows:

Sec. 4.01.020. - Definitions.

For the purposes of this title, the following words or phrases shall have the following meanings:

A. *Amplified sound* means speech or music projected or transmitted by electronic equipment, including amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices which are intended to increase the volume, range, distance or intensity of speech or music and are powered by electricity, battery or combustible fuel.

B. *Developed recreation areas* shall mean and include the Louisville Cemetery and recreational facilities such as the Louisville Recreation Center, multi-purpose athletic fields, baseball fields, softball fields, and golf courses that are owned and managed by the city. Reasonable efforts will be taken by the city to minimize the impact of such areas on open space and natural areas contiguous to open space.

C. *Camp* means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. But the term does not include napping or picnicking during the hours of use set forth in section 4.04.050.

D. *Electrical assisted bicycle* shall mean a vehicle having two (2) tandem wheels or two (2) parallel wheels and one (1) forward wheel, fully operable pedals, an electric motor not exceeding seven hundred fifty (750) watts of power, and that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour.

E. *Electronic smoking device* shall mean an electronic or battery-operated device that provides a vapor of nicotine, THC, or any other substance and the use or inhalation of which simulates smoking. The term shall include every variation of such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-cigarillo, e-pipe, or under any other product name or descriptor.

F. *Open space* or *open space land* means land that is included in the open space zone district pursuant to Section 15-3 of the home rule charter.

Deleted: *Open space* shall mean and include land designated as open space on the city zoning map attached hereto as Attachment A* as may be amended from time to time by the city council, or as may be designated in the future by the city council upon recommendation of the board. Generally, such lands are undeveloped lands that are owned solely or jointly by the city with the intent that the land would be designated as open space buffers, agricultural land, wildlife corridors, wildlife habitat, or other undesignated undeveloped land.

Deleted: Open space shall not include parks or developed recreation areas.

G. *Parks* means all park land, as defined in Section 1-1 of the home rule charter and all grounds, roadways, avenues, parking lots, and areas and recreation facilities therein.

H. *Passive recreation* shall mean and include activities such as hiking, photography, or nature studies, and if specifically designated, bicycling, or fishing. With the exception of the use of electrical assisted bicycles in accordance with Section 4.04.010(D)(3), no motorized activity will be allowed except for maintenance activities, emergency services, or legal access agreements.

I. *Regulatory sign* shall mean a sign authorized by the parks, recreation and open space department containing an image, language, or combination of both to indicate or reinforce the regulations of this title, which may include, without limitation, a direction, instruction, order, warning, restriction, regulation, rule, prohibition, or any combination of the foregoing.

J. *Shelter* means and includes, without limitation, any cover or protection from the elements other than clothing.

K. *Smoke* or *smoking* shall mean the burning, carrying, or possession of any lighted smoking instrument, or the using of an electronic smoking device.

L. *Smoking instrument* shall mean and include cigarettes, cigars, pipes, bongs, joints, blunts, or any other vessel or device containing tobacco or marijuana.

Section 2. Chapter 4.04 of the Louisville Municipal Code is hereby repealed and reenacted in its entirety, to read as follows:

Chapter 4.04

USE REGULATIONS—CITY OPEN SPACE

Sec. 4.04.010. Compliance required.
Sec. 4.04.020. Exceptions.
Sec. 4.04.030. Enforcement of applicable laws and ordinances.
Sec. 4.04.040. Enforcement of rules.
Sec. 4.04.050. Hours of use.
Sec. 4.04.060. Administrative rules and regulations.
Sec. 4.04.070. Closures.
Sec. 4.04.080. Violation; penalty.
Sec. 4.04.090. Group use.

Sec. 4.04.010. - Compliance required.

Except as otherwise indicated, this chapter shall apply to open space lands, whether owned solely or jointly by the city, and to all public lakes, ponds, streams,

reservoirs, or other bodies of water within or bordering such lands. In the use of such lands or bodies of water, it shall be unlawful for any person to:

A. **Commercial uses.**

1. Engage in any business or commercial purpose (such as, by way of example and not limitation, races or events; filming movies or commercials; or equipment demonstrations) except by written permit as provided in section 4.04.020. Individuals engaging in still camera photography are exempt;

2. Conduct sales for profit, except by written permit as provided in section 4.04.020 and in full compliance with the sales tax ordinance of the city;

3. Sell, vend, peddle or distribute any merchandise or property whatsoever, or sell tickets for any event whatsoever, or solicit contributions, except by written permit as provided in section 4.04.020;

4. Distribute, circulate, give away, throw, deposit, stick in the ground, or post or affix to any tree, fence, or structure, any notices, handbills, circulars, pamphlets, papers, or signs, except by written permit as provided in section 4.04.020;

B. **Sound.**

1. Utilize any machine or device for the purpose of amplification of human voice, music, or any other sound, except by written permit as provided in section 4.04.020;

2. Make loud, disruptive, or unusual noises that disturb or tend to disturb the peace and quiet of other persons;

C. **Projectiles.**

1. Discharge, take off, land, or operate by remote control any motorized or non-motorized aircraft, manned or unmanned, including but not limited to drones, missiles, rockets, airplanes, helicopters, ultralights, and gliders/sailplanes. Emergency landings, as determined by city law and code enforcement officers, are allowed;

2. Discharge or carry any firearms (concealed or otherwise), projectile weapons, or explosives of any kind including but not limited to BB guns, pellet guns, air guns, paint ball guns, blow guns, crossbows, longbows, and slingshots; provided, however, that this subsection C.2 shall not be construed to prohibit the carrying of a concealed handgun if, at the time of carrying the concealed handgun, the person holds a valid written permit to carry a concealed

handgun issued pursuant to C.R.S. 18-12-201, *et seq.*, and is otherwise carrying the concealed weapon in accordance with any applicable state or local law. Further, peace officers on official duty are exempt from this subsection C.2;

3. Ignite or launch any fireworks, rockets, hobby rockets, or similar projectile;

D. **Vehicles and bicycles.**

1. Except by written permit as provided in section 4.04.020, operate, drive, park, or ride upon any vehicle, as defined in the state motor vehicle code [C.R.S. 42-1-102], except upon areas designated for such use. Vehicles in violation of this subsection D.1 shall be subject to being towed away at owner's expense. Only persons with a disability may park in spaces designated for persons with disabilities. An identifying plate or identifying placard obtained pursuant to C.R.S. 42-3-204, shall be displayed at all times while vehicle is parked in such space;

2. Operate, drive, park, or ride upon any motorcycle, snowmobile, off-highway vehicle, farm tractor, or any other motorized or non-motorized conveyance or device except (i) when posted specifically for such use, or (ii) by written permit as provided in section 4.04.020. This subsection D.2 shall not apply to vehicles as defined under the state motor vehicle law (which are subject to subsection D.1, above) or to bicycles (which are subject to subsection D.3, below);

3. Operate or ride a bicycle or electrical assisted bicycle, except on officially designated roads, bikepaths, and trails.

4. Exceptions to the requirements of subsections D.1, D.2, and D.3 may be granted to persons with disabilities, by written permit as provided in section 4.04.020, for the use of single-rider, motorized and non-motorized vehicles adapted for recreational use by people with disabilities;

5. Wash, repair, or service any automobile or other conveyance;

6. Except when necessary during a city-sponsored race, or a race for which the organizer has received a written permit as provided in section 4.04.020, fail to yield to other trail users in the manner defined herein. The appropriate order for yielding the trail right-of-way is as follows: Bicyclists yield to pedestrians, and bicyclists headed downhill yield to bicyclists headed uphill. Yielding the right-of-way requires slowing down to a safe speed, establishing communication, being prepared to stop, stopping when necessary to allow safe passage, and passing safely;

E. **Recreational activity restrictions.**

1. Engage in any of the following activities, or any other activity similar in nature to those activities described below, except by written permit as provided in section 4.04.020:

i. Take off, land, or touch down with a parachute after skydiving, base jumping, hang gliding, paragliding, parapenting, parachuting, parasailing or other activity involving a parachute. Emergency landings, as determined by city law and code enforcement officers, are allowed;

ii. Downhill skiing, snowboarding, or sledding;

iii. Mountain skateboarding, mountain ski-biking, off-road roller blading, or metal detecting;

iv. Use of any remote-controlled land, water, or airborne devices.

2. Engage in any geocaching except by written permit as provided in section 4.04.020. For purposes of this subsection, “Geocaching” means a recreational activity requiring participants to search for hidden items using global positioning system coordinates retrieved from an internet website or other source;

3. Drive, putt, or in any other fashion play or practice golf or use golf balls or golf clubs;

F. **Pets and livestock.**

1. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section, unless such dog or other animal is kept at all times on a leash not to exceed 10 feet in length and is under the physical control of its owner or custodian, except in "dog off-leash" and “dog park” areas, where dogs may be off leash only in accordance with the rules and regulations applicable to such dog off-leash and dog park areas.

2. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section that is aggressive or in heat, regardless of whether that dog or other animal is kept on a leash under the physical control of its owner or custodian;

3. To not immediately pick up and properly dispose of any feces in a waste receptacle from any dog or other animal under such person's ownership or care;

4. Release, abandon, leave, or deposit any animal, whether dead or alive;

5. Pasture, graze, maintain, ride, or walk any livestock, including but not limited to cattle, sheep, goats, donkeys, llamas, alpacas, or horses;

6. Bring or maintain any dog or other animal on Harper Lake Open Space; except that, this subsection shall not be construed to prohibit the bringing or maintaining of service animals, as that term is defined in the Americans with Disabilities Act or applicable state law, on Harper Lake Open Space;

G. **Bodies of water.**

1. Swim, dive, wade, ice skate, ice fish, or engage in any activities similar in nature to those listed above, in or on any lake, pond, stream, reservoir, or other body of water, except by written permit as provided in section 4.04.020;

2. Take or operate any vessel or watercraft

i. on Harper Lake without a valid and current seasonal permit displayed on the vessel or watercraft;

ii. on Harper Lake that is motorized, that does not have a solid bottom, that is self-bailing, that allows body contact with the water, or that otherwise violates the Harper Lake Boating Rules and Regulations issued to permit holders;

iii. on any lake, pond, stream, reservoir, or other body of water other than Harper Lake, except by written permit as provided in section 4.04.020;

H. **Waste and glass.**

1. Leave any garbage, trash, cans, bottles, papers, or other refuse elsewhere than in the receptacles provided therefor. It is unlawful for any person to use the receptacles provided for the purpose of depositing yard clippings or other garbage or trash generated on private property. It is unlawful for any person to deposit yard waste, soil, or landscaping materials on lands or in bodies of water regulated under this section;

2. Bring onto or use on any lands or in bodies of water regulated under this section any glass or other breakable container;

I. **Trespass.**

1. Encroach into any lands regulated under this section with any private improvements, including but not limited to gardens, landscaping, fences, paths, or compost piles, or store any personal property lands regulated under this section;

2. Use or attempt to use or interfere with the use of any table, space, area, building, or facility which at the time is reserved for any other person or group by a permit from the city manager or the manager's designee. Unless the actual use of the table, space, area, building, or facility referred to in any such permit is commenced within one hour after the period covered by such permit begins, such permit shall terminate;

3. Leave any items of personal property unattended in excess of twenty-four hours. Items of personal property left unattended in excess of twenty-four hours shall be deemed abandoned, and shall be disposed of by the city in accordance with applicable law;

4. Enter or remain in any land or body of water regulated under this section outside of the hours of use set forth in 4.04.050, except by written permit as provided in section 4.04.020. Automobiles and other conveyances may not be parked, abandoned, or otherwise remain in city parking lots during closed hours, except as follows:

i. During attendance at a function conducted or sponsored by the city;

ii. During attendance at a function which has been issued a permit;

iii. By a city employee acting in the performance of such employee's duties;

iv. In areas as otherwise posted.

Vehicles in violation of this subsection shall be subject to being towed away at owner's expense;

5. Enter or remain within lands that are closed in accordance with section 4.04.070, except by written permit as provided in section 4.04.020;

6. Bring or allow an animal under such person's control to enter or remain within lands that are closed to such animal in accordance with section 4.04.070;

7. Except by written permit as provided in section 4.04.020, camp on any lands regulated under this section.

J. **Wildlife and natural resources.**

1. Take, seize, feed, pursue, trap, harass, disturb, molest, injure, or hunt, or engage in any activities similar in nature to those listed above with regard to, any animal, fish, wildlife, or livestock; except that, fishing is allowed in Harper Lake, the Warembourg Fishing Pond, and Lake Park in accordance with state fishing laws;

2. Take, seize, harass, disturb, molest, injure, remove, damage, or deface, or engage in any activities similar in nature to those listed above with regard to, any animal habitat;

3. Dig, remove, destroy, injure, mutilate, collect, deface, mark, write or print upon, pollute, break or cut, or attach any card, sign, display, or similar device to, any natural or cultural resource or any portion thereof, including but not limited to trees, grass, soil, and rock, or any man-made feature, including but not limited to buildings, cages, pens, monuments, signs, fences, kiosks, benches, tables, apparatus, or equipment. The building or maintaining of private paths or paths not authorized by the city (including but not limited to paths consisting of rock, flagstone, or mowed or cut grass or plants) is prohibited;

4. Collect firewood or build, light, or maintain a fire, grill, or stove;

5. Conduct research projects that require the use of equipment or that impact natural resources, except by written permit as provided in section 4.04.020. The prohibition in this subsection is not intended to prohibit passive nature studies that do not disturb the land or natural resources contained thereon;

K. **Alcohol, smoking, and vaping.**

1. Use, distribute, or consume any alcoholic beverages or 3.2 beer except by written permit as provided in section 4.04.020 or chapter 14.16 of this code;

2. Smoke or carry any lighted smoking instrument or electronic smoking device;

L. **Insubordination.**

1. Violate any posted regulatory sign;

2. Knowingly obstruct, impair, or hinder the performance of the official duties of any law enforcement officer, ranger naturalist, firefighter, or

emergency or rescue personnel. Without limiting the generality of the foregoing, no person shall:

i. Fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel;

ii. Attempt to elude or evade a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel who has made a request or given an order in accordance with this section;

iii. Harass a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel; or

iv. Provide false or misleading information with the intent to mislead the law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel in the performance of such person's duties;

3. Harass a city employee; or

4. Engage in any careless or reckless behavior or activity that constitutes a hazard to the person's own safety or to the safety or security of other persons or property.

Sec. 4.04.020. – Exceptions.

A. City employees, city volunteers, city contractors, firefighters, emergency and rescue personnel, and law enforcement officers acting in the lawful performance of their duties are exempt from the prohibitions in section 4.04.010.

B. The city manager or the manager's designee may, in his or her sole discretion, grant exceptions by written permit to the specific prohibitions set forth in subsections A.1, A.2, A.3, A.4, B.1, D.1, D.2, D.4, D6, E.1, E.2, G.1, G.2(iii), I.1, I.4, I.5, I.7, J.5, and K.1 of section 4.04.010. An exception permit granted by the city manager or the manager's designee shall be valid for a period of no more than fourteen consecutive days or twenty-one nonconsecutive days. The permit shall name the person or group receiving the exception, shall detail the specific prohibition(s) from which the person or group is excepted, shall state the date of issuance and date of expiration, and shall state any terms and conditions relating to such exception permit. Any person who has obtained an un-expired written permit shall not be in violation of the prohibition(s) from which the person was excepted.

Sec. 4.04.030. - Enforcement of applicable laws and ordinances.

All persons entering lands or bodies of water regulated under section 4.04.010 shall abide by the rules and regulations of the city, as provided in this

chapter and elsewhere in this code, the rules and regulations adopted in accordance with section 4.04.060, and the instructions and directions of duly authorized agents, employees, ranger naturalists, or law enforcement officers of the city acting in their official capacity.

Sec. 4.04.040. - Enforcement of rules.

The city manager or the manager's designee, ranger naturalists, and any law enforcement officers acting in the line of duty shall have the authority to enforce the provisions of this chapter and shall have the authority to eject from any lands or bodies of water regulated under section 4.04.010 any person acting in violation of the provisions of this chapter. Further, the city manager or the manager's designee shall have the authority to deny use of any lands or bodies of water regulated under section 4.04.010 to individuals or groups who refuse to comply with the provisions of this chapter and regulations promulgated hereunder. All summonses and complaints issued on open space owned jointly by the city for violation of this title shall be returnable to the Louisville Municipal Court.

Sec. 4.04.050. - Hours of use.

Unless otherwise posted, lands and bodies of water regulated under section 4.04.010 shall be open daily from one hour prior to sunrise until one hour after sunset.

Sec. 4.04.060. - Administrative rules and regulations.

The city manager or the manager's designee is authorized to adopt administrative rules and regulations not inconsistent with and that supplement the provisions of this chapter, when such rules or regulations are determined necessary for repairs, wildlife, vegetation or public safety concerns. All persons shall comply with such rules and regulations, which shall take effect upon their adoption by the city manager or the manager's designee. The city manager, or the city manager's designee, shall, within two days of adopting any administrative rules or regulations pursuant to this section, send notification to the city council of such action. The city council may rescind or modify administrative rules or regulations adopted by the city manager or the manager's designee. Rules and regulations adopted by the city manager or the manager's designee, and as may be modified by city council, shall remain in effect for ninety days after their adoption by the city manager or the manager's designee, unless sooner rescinded by the city council.

Sec. 4.04.070. - Closures.

The city manager or the manager's designee may from time to time close all or a portion of any land or body of water regulated under section 4.04.010, to the public or to certain animals, or both, as the city manager or the manager's designee determines necessary or desirable due to wildlife, vegetation,

management review, contractual agreement, or public safety concerns. A closure by the city manager or the manager's designee shall be for a temporary, fixed period of time; except that, a closure may be permanent if consented to by the city council. Within two business days of making a decision to close all or a portion of any land or body of water regulated under section 4.04.010, the city manager or the manager's designee shall send notification of the closure to the city council. The city council may rescind or modify the decision of the city manager or the manager's designee. All closures shall be posted at the property or body of water subject to the closure.

Sec. 4.04.080. - Violation; penalty.

It shall be unlawful for any person to violate any provision of this chapter, and any person found guilty of violating any provision of this chapter shall be punished for each violation as provided in section 1.28.010.

Sec. 4.04.090. - Group use.

Group use reservations are required for use by any group of 25 or more persons of any open space land, whether owned solely or jointly by the city. Requests must include the group affiliation, date and time of use, trails or areas to be used, and other details of the use. If, in the opinion of the city council or the city manager or the manager's designee the activity will cause significant impact to the natural environment or will require significant departmental resources, the city may impose a fee to cover costs expected to be incurred by the parks, recreation and open space department, or deny permission for the activity. Any fee imposed under this section shall be in an amount established by the city manager or the manager's designee.

Section 3. Chapter 14.08 of the Louisville Municipal Code is hereby deleted and replaced, to read as follows:

Chapter 14.08

DEFINITIONS

Sec. 14.08.010. Definitions.

Sec. 14.08.010.- Definitions.

For the purposes of this title, the following words or phrases shall have the following meanings:

A. *Amplified sound* means speech or music projected or transmitted by electronic equipment, including amplifiers, loudspeakers, microphones, bull horns or similar devices or combinations of devices which are intended to increase the

volume, range, distance or intensity of speech or music and are powered by electricity, battery or combustible fuel.

B. *Buildings* means and includes those buildings, or any portion thereof, under the supervision of the city and its department of parks and recreation.

C. *Camp* means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. But the term does not include napping or picnicking during the hours of use set forth in section 14.12.050.

D. *Director* means the director of the department of parks and recreation or his designated agent or employee. The director shall make and publish such regulations, not inconsistent with the terms of this title, as necessary for the orderly use and management of the city's park and recreation facilities and programs.

E. *Electrical assisted bicycle* means a vehicle having two tandem wheels or two parallel wheels and one forward wheel, fully operable pedals, an electric motor not exceeding 750 watts of power and that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

F. *Electronic smoking device* shall mean an electronic or battery-operated device that provides a vapor of nicotine, THC, or any other substance and the use or inhalation of which simulates smoking. The term shall include every variation of such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-cigarillo, e-pipe, or under any other product name or descriptor.

G. *Parks* means all park land, as defined in Section 1-1 of the home rule charter and all grounds, roadways, avenues, parking lots, and areas and recreation facilities therein.

H. *Recreation facilities* means specialized recreation facilities such as swimming pools, tennis courts, ballfields, and similar facilities under the supervision of the city department of parks and recreation.

I. *Regulatory sign* means a sign authorized by the parks, recreation and open space department containing an image, language, or combination of both to indicate or reinforce the regulations of this title, which may include, without limitation, a direction, instruction, order, warning, restriction, regulation, rule, prohibition, or any combination of the foregoing.

J. *Shelter* means and includes, without limitation, any cover or protection from the elements other than clothing.

K. *Smoking instrument* means and includes cigarettes, cigars, pipes, bongs, joints, blunts, or any other vessel or device containing tobacco or marijuana.

L. *Smoke* or *smoking* shall mean the burning, carrying, or possession of any lighted smoking instrument, or the using of an electronic smoking device.

Section 4. Chapter 14.12 of the Louisville Municipal Code is hereby repealed and reenacted in its entirety, to read as follows:

Chapter 14.12

USE REGULATIONS—CITY-OWNED LANDS AND BODIES OF WATERS

Sec. 14.12.010. Compliance required.
Sec. 14.12.020. Exceptions.
Sec. 14.12.030. Enforcement of applicable laws and ordinances.
Sec. 14.12.040. Enforcement of rules.
Sec. 14.12.050. Hours of use.
Sec. 14.12.060. Administrative rules and regulations.
Sec. 14.12.070. Closures.
Sec. 14.12.080. Violation; penalty.

Sec. 14.12.010. - Compliance required.

Except where otherwise indicated, this section shall apply to all city-owned lands including but not limited to parks, city-owned paths or trails, and the Louisville Cemetery, and all buildings, recreation facilities, and lakes, reservoirs, or other bodies of water within the city; except that, this section shall not apply to lands or bodies of water regulated under chapter 4.04 of the Code. In the use of such lands, buildings, facilities, paths, trails, or bodies of water it shall be unlawful for any person to:

A. **Commercial uses.**

1. Engage in any business or commercial purpose (such as, by way of example and not limitation, races or events; filming movies or commercials; or equipment demonstrations), except by written permit as provided in section 14.12.020. Individuals engaging in still camera photography are exempt;

2. Conduct sales for profit, except by written permit as provided in section 14.12.020 and in full compliance with the sales tax ordinance of the city;

3. Sell, vend, peddle, or distribute any merchandise or property whatsoever, or sell tickets for any event whatsoever, or solicit contributions, except by written permit as provided in section 14.12.020;

4. Distribute, circulate, give away, throw, deposit, stick in the ground, or post or affix to any tree, fence, or structure, any notices, handbills, circulars, pamphlets, papers, or signs, except by written permit as provided in section 14.12.020;

B. **Sound.**

1. Utilize any machine or device for the purpose of amplification of human voice, music, or any other sound, except by written permit as provided in section 14.12.020;

2. Make loud, disruptive, or unusual noises that disturb or tend to disturb the peace and quiet of other persons, except by written permit as provided in section 14.12.020;

C. **Projectiles.**

1. Discharge, take off, land, or operate by remote control any motorized or non-motorized aircraft, manned or unmanned, including but not limited to drones, missiles, rockets, airplanes, helicopters, ultralights, and gliders/sailplanes, except by written permit as provided in section 14.12.020. Emergency landings, as determined by city law and code enforcement officers, are allowed;

2. Discharge or carry any firearms (concealed or otherwise), projectile weapons, or explosives of any kind including but not limited to BB guns, pellet guns, air guns, paint ball guns, blow guns, crossbows, longbows, and slingshots; provided, however, that this subsection C.2 shall not be construed to prohibit the carrying of a concealed handgun if, at the time of carrying the concealed handgun, the person holds a valid written permit to carry a concealed handgun issued pursuant to C.R.S. 18-12-201 et seq., and is otherwise carrying the concealed weapon in accordance with any applicable state or local law. Further, peace officers on official duty and persons holding a written permit as provided in section 14.12.020 are exempt from this subsection C.2 It is also an exception to this subsection C.2 that the discharge of firearms at military funerals or similar occasions within the Louisville Cemetery may be authorized pursuant to section 14.24.150(F) of this code;

3. Ignite or launch any fireworks, rockets, hobby rockets, or similar projectile, except by written permit as provided in section 14.12.020;

D. **Vehicles and bicycles.**

1. Except by written permit as provided in section 14.12.020, operate, drive, park, or ride upon any vehicle, as defined in the state motor vehicle

code [C.R.S. 42-1-102], except upon areas designated for such use. Vehicles in violation of this subsection D.1 shall be subject to being towed away at owner's expense. Only persons with a disability may park in spaces designated for persons with disabilities. An identifying plate or identifying placard obtained pursuant to C.R.S. 42-3-204, shall be displayed at all times while vehicle is parked in such space;

2. Operate, drive, park, or ride upon any motorcycle, snowmobile, off-highway vehicle, farm tractor, or any other motorized or non-motorized conveyance or device except (i) when posted specifically for such use, or (ii) by written permit as provided in section 14.12.020. This subsection D.2 shall not apply to vehicles as defined under the state motor vehicle law (which are subject to subsection D.1, above) or to bicycles (which are subject to subsection D.3, below);

3. Operate or ride a bicycle or electrical assisted bicycle, except on officially designated roads, bikepaths, and trails.

4. Exceptions to the requirements of subsections D.1, D.2, and D.3 may be granted to persons with disabilities, by written permit as provided in section 14.12.020, for the use of single-rider, motorized and non-motorized vehicles adapted for recreational use by people with disabilities;

5. Wash, repair, or service any automobile or other conveyance, except by written permit as provided in section 14.12.020;

6. Except when necessary during a city-sponsored race, or a race for which the organizer has received a written permit as provided in section 14.12.020, fail to yield to other trail users in the manner defined herein. The appropriate order for yielding the trail right-of-way is as follows: Bicyclists yield to pedestrians, and bicyclists headed downhill yield to bicyclists headed uphill. Yielding the right-of-way requires slowing down to a safe speed, establishing communication, being prepared to stop, stopping when necessary to allow safe passage, and passing safely;

E. **Recreational activity restrictions.**

1. Engage in any of the following activities or any other activity similar in nature to those activities described below, except by written permit as provided in section 14.12.020:

i. Take off, land, or touch down with a parachute after skydiving, base jumping, hang gliding, paragliding, parapenting, parachuting, parasailing or other activity involving a parachute. Emergency landings, as determined by city law and code enforcement officers, are allowed;

ii. Downhill skiing, or snowboarding;

iii. Mountain skateboarding, mountain ski-biking, off-road roller blading, or metal detecting;

iv. Use of any remote-controlled land, water, or airborne devices.

2. Engage in geocaching except by written permit as provided in section 14.12.020. The foregoing notwithstanding, geocaching is never authorized in the Louisville Cemetery. For purposes of this subsection, “Geocaching” means a recreational activity requiring participants to search for hidden items using global positioning system coordinates retrieved from an internet website or other source;

3. Drive, putt, or in any other fashion play or practice golf or use golf balls or golf clubs, except (i) as permitted at the Coal Creek Golf Course, or (ii) by written permit as provided in section 14.12.020;

F. **Pets and livestock.**

1. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section, unless such dog or other animal is kept at all times on a leash not to exceed 10 feet in length and is under the physical control of its owner or custodian, except in "dog off-leash" and “dog park” areas, where dogs may be off leash only in accordance with the rules and regulations applicable to such dog off-leash and dog park areas, except by written permit as provided in section 14.12.020:

2. Bring or maintain any dog or other animal on lands or in bodies of water regulated under this section that is aggressive or in heat, regardless of whether that dog or other animal is kept on a leash under the physical control of its owner or custodian;

3. To not immediately pick up and properly dispose of any feces in a waste receptacle from any dog or other animal under such person's ownership or care;

4. Release, abandon, leave, or deposit any animal, whether dead or alive;

5. Pasture, graze, maintain, ride, or walk any livestock, including but not limited to cattle, sheep, goats, donkey, llamas, alpacas, or horses, except by written permit as provided in section 14.12.020;

G. **Bodies of water.**

1. Swim, dive, wade, ice skate, ice fish, or engage in any activities similar in nature to those listed above, in or on any lake, pond, stream, reservoir, or other body of water, except by written permit as provided in section 14.12.020;

2. Take or operate any vessel or watercraft on any lake, pond, stream, reservoir, or other body of water regulated under this section, except by written permit as provided in section 14.12.020.

H. **Waste and glass.**

1. Except by written permit as provided in section 14.12.020, to leave any garbage, trash, cans, bottles, papers, or other refuse elsewhere than in the receptacles provided therefor. It is unlawful for any person to use the receptacles provided for the purpose of depositing yard clippings or other garbage or trash generated on private property. It is unlawful for any person to deposit yard waste, soil, or landscaping materials in or upon any lands, buildings, facilities, or bodies of water regulated under this section;

2. Bring onto or use within lands, buildings, facilities, or bodies of water regulated under this section any glass or other breakable container, except by written permit as provided in section 14.12.020;

I. **Trespass.**

1. Encroach into lands regulated under this section with any private improvements, including but not limited to gardens, landscaping, fences, paths, or compost piles, or store any personal property on lands regulated under this section;

2. Use or attempt to use or interfere with the use of any table, space, area, building, or facility which at the time is reserved for any other person or group by a permit from the city manager or the manager's designee. Unless the actual use of the table, space, area, building, or facility referred to in any such permit is commenced within one hour after the period covered by such permit begins, such permit shall terminate;

3. Leave any items of personal property unattended in excess of twenty-four hours. Items of personal property left unattended in excess of twenty-four hours shall be deemed abandoned, and may be disposed of by the city in accordance with applicable law;

4. Enter or remain in a park outside of the hours of use set forth in 14.12.050. Automobiles and other conveyances may not be parked, abandoned,

or otherwise remain in city parking lots, including without limitation the parking lots of the Louisville Sports Complex, during closed hours, except as follows:

i. During attendance at a function conducted or sponsored by of the city;

ii. During attendance at a function which has been issued a permit;

iii. By a city employee acting in the performance of such employee's duties;

iv. In areas as otherwise posted.

Vehicles in violation of this subsection shall be subject to being towed away at owner's expense;

5. Enter or remain within lands that are closed in accordance with section 14.12.070, except by written permit as provided in section 14.12.020;

6. Bring or allow an animal under such person's control to enter or remain within lands that are closed to such animal in accordance with section 14.12.070, except by written permit as provided in section 14.12.020;

7. Except by written permit as provided in section 14.12.020, camp on any lands regulated under this section.

J. **Wildlife and natural resources.**

1. Take, seize, feed, pursue, trap, harass, disturb, molest, injure, or hunt, or engage in any activities similar in nature to those listed above with regard to, any animal, fish, wildlife, or livestock;

2. Take, seize, harass, disturb, molest, injure, remove, damage, or deface, or engage in any activities similar in nature to those listed above with regard to, any animal habitat;

3. Except by written permit as provided in section 14.12.020, dig, remove, destroy, injure, mutilate, collect, deface, mark, write or print upon, pollute, break or cut, or attach any card, sign, display, or similar device to, any natural or cultural resource or any portion thereof, including but not limited to trees, grass, soil, and rock, or any man-made feature, including but not limited to buildings, cages, pens, monuments, signs, fences, kiosks, benches, tables, apparatus, or equipment. Except by written permit as provided in section 14.12.020, the building or maintaining of private paths or paths not authorized by the city

(including but not limited to paths consisting of rock, flagstone, or mowed or cut grass or plants) is prohibited;

4. Except by written permit as provided in section 14.12.020, collect firewood or build, light, or maintain a fire, unless such fire is kept within a gas stove or grill with a barrier to protect the ground from grease; except that, all fires are prohibited at the Louisville Sports Complex, excluding the parking lot where gas stoves and grills are permitted. The foregoing notwithstanding, burning of wood and charcoal is prohibited within all lands, buildings, facilities, or bodies of water regulated under this section;

5. Conduct research projects that require the use of equipment or that impact natural resources, except by written permit as provided in section 14.12.020. The prohibition in this subsection is not intended to prohibit passive nature studies that do not disturb the land or natural resources contained thereon;

K. **Alcohol, smoking, and vaping.**

1. Use, distribute, or consume any alcoholic beverages or 3.2 beer except by written permit as provided in section 14.12.020 or chapter 14.16 of this code;

2. Use, consume, or distribute any alcoholic beverage, malt liquor, spirituous liquor, 3.2 beer, or vinous liquor, in any park owned by the RE-2 school district and leased by the city, during regular school hours;

3. Smoke or carry any lighted smoking instrument or electronic smoking device, except that tobacco, electronic smoking devices not containing THC or other cannabinoids, and nicotine may be smoked in open air areas of the Coal Creek Golf Course in accordance with chapter 8.56 of this code;

L. **Insubordination.**

1. Violate any posted regulatory sign;

2. Knowingly obstruct, impair, or hinder the performance of the official duties of any law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel. Without limiting the generality of the foregoing, no person shall:

i. Fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel;

ii. Attempt to elude or evade a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel who has made a request or given an order in accordance with this section;

iii. Harass a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel; or

iv. Provide false or misleading information with the intent to mislead the law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel in the performance of such person's duties;

3. Harass a city employee; or

4. Engage in any careless or reckless behavior or activity that constitutes a hazard to the person's own safety or to the safety or security of other persons or property.

Sec. 14.12.020. – Exceptions.

A. City employees, city volunteers, city contractors, firefighters, emergency and rescue personnel, and law enforcement officers acting in the lawful performance of their duties are exempt from the prohibitions in section 14.12.010.

B. The city manager or the manager's designee may, in his or her sole discretion, grant exceptions by written permit to the specific prohibitions set forth in section 14.012.010, except that the city manager or the manager's designee shall not grant exceptions to the prohibitions set forth in subsections F.2, F.3, F.4, I.2, J.1, K.2, K.3, L.1, L.2, L.3, and L.4. An exception permit granted by the city manager or the manager's designee shall be valid for a period of no more than fourteen consecutive days or twenty-one nonconsecutive days. The permit shall name the person or group receiving the exception, shall detail the specific prohibition(s) from which the person or group is excepted, shall state the date of issuance and date of expiration, and shall state any terms and conditions relating to such exception permit. Any person who has obtained an un-expired written permit shall not be in violation of the prohibition(s) from which the person was excepted.

Sec. 14.12.030. - Enforcement of applicable laws and ordinances.

All persons entering lands, buildings, facilities, or bodies of water regulated under section 14.12.010, shall abide by the rules and regulations of the city, as provided in this chapter and elsewhere in this code, the rules and regulations adopted in accordance with section 14.12.060, and the instructions and directions of duly authorized agents, employees, ranger naturalists, or law enforcement officers of the city acting in their official capacity.

Sec. 14.12.040. - Enforcement of rules.

The city manager or the manager's designee, ranger naturalist, and any law enforcement officers acting in the line of duty shall diligently enforce the provisions of this title and shall have the authority to eject from any land, building, facility, or body of water regulated under section 14.12.010 any person acting in violation of these rules and regulations. Further, the city manager or the manager's designee shall have the authority to deny use of lands, buildings, facilities, or bodies of water regulated under section 14.12.010 to individuals or groups who refuse to comply with the provisions of this chapter and regulations promulgated hereunder. All summonses and complaints issued on lands, buildings, facilities, or bodies of water regulated under this title for violation of this title shall be returnable to the Louisville Municipal Court.

Sec. 14.12.050. - Hours of use.

The parks within the city shall be open daily from 6:00 a.m. until 10:00 p.m., unless a special permit is obtained from the parks, recreation and open space department to extend these hours.

Sec. 14.12.060. - Administrative rules and regulations.

The city manager or the manager's designee is authorized to adopt administrative rules and regulations not inconsistent with and that supplement the provisions of this chapter, when such rules or regulations are determined necessary for repairs, wildlife, vegetation or public safety concerns. All persons shall comply with such rules and regulations, which shall take effect upon their adoption by the city manager or the manager's designee. The city manager, or the city manager's designee, shall, within two days of adopting any administrative rules or regulations pursuant to this section, send notification to the city council of such action. The city council may rescind or modify administrative rules or regulations adopted by the city manager or the manager's designee. Rules and regulations adopted by the city manager or the manager's designee, and as may be modified by city council, shall remain in effect for ninety days after their adoption by the city manager or the manager's designee, unless sooner rescinded by the city council.

Sec. 14.12.070. - Closures.

The city manager or the manager's designee may from time to time close all or a portion of any land, building, facility, or body of water regulated under section 14.12.010, to the public or to certain animals, or both, as the city manager or the manager's designee determines necessary or desirable due to wildlife, vegetation, management review, contractual agreement, or public safety concerns. A closure by the city manager or the manager's designee shall be for a temporary, fixed period of time; except that, a closure may be permanent if consented to by the city council. Within two business days of making a decision to close all or a portion of any land, building, facility, or body of water regulated under section 14.12.010,

the city manager or the manager's designee shall send notification of the closure to the city manager and city council. The city manager or city council may rescind or modify the decision of the city manager or the manager's designee. All closures shall be posted at the land, building, facility, or body of water subject to the closure.

Sec. 14.12.080. - Violation; penalty.

It shall be unlawful for any person to violate any provision of this chapter, and any person found guilty of violating any provision of this chapter shall be punished for each violation as provided in section 1.28.010.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 7. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this ____ day of _____, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly PC, City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

4/26/19 9:58 AM [ncb] R:\Louisville\Ordinance\Parks and Open Space Title Revisions\Ordinance Amending Titles 4 and 14 of the LMC (Final-Seond Reading Amendments).docx

Suggested Amendments to Titles 4 & 14 of the LMC					
Reference ID	Title: Open Space (4) and/or Park (14)	Code Section	OS Page	Park page	Amendment Description
Definitions					
1	4	4.01.020	2	---	Definitions were moved to the beginning of 4.01.020 to mirror the structure of the existing Parks title.
2	14	14.08.010	---	12	Definitions in 14.08.010-14.08.080 grouped under one subsection number rather than multiple subsection numbers which are listed one after the other.
3	4 14	04.01.020 14.08.010	2	12	Definitions alphabetized for organizational clarity.
4	4 14	04.01.00 14.08.010	2	13	Definition of "Camp" added to clarify intent.
5	4	4.01.020	---	---	Definition of "Director" removed as it is no longer referenced within title 4.
6	4 14	04.01.020 14.08.010	2	13	Definitions for "Electronic smoking device" added.
7	4	4.01.020	2	---	Definition of "Open space" amended to omit mention of 96th St. connection. By councilmember request, further amended following 1st reading to match Home Rule Charter definition.
8	4 14	04.01.020 14.08.010	3	13	Definition of "Parks" amended to more-closely align with the Home Rule Charter and describe all lands maintained and managed as Park Land.
9	4	04.01.020	3	---	Definition of "Passive recreation" amended to include mention of e-bikes; Definition of "Passive recreation" amended to omit "horseback riding" as it is not an activity permitted under titles 4.
10	14	14.08.010	---	---	Definition of "Permit" removed because its generally understood what a permit is and the current permit definition did not encompass all types of permits issued by the department.
11	4	4.01.020	3	---	Definitions for "Regulatory sign" and "Smoke or smoking" added.
12	4 14	04.01.020 14.08.010	3	13	Definition of "Shelter" added to clarify intent.
13	4 14	04.01.020 14.08.010	3	14	Definition of "Smoking instrument" added and later amended to match language in Chapter 8.56 of LMC as requested by City Council.
General Throughout					
14	4 14	4.04 14.12	---	---	All references to the "Parks and recreation department" updated to "parks, recreation, and open space department" to reflect department name change.
15	4 14	4.04 14.12	---	---	All references to the "Land manager" and "Director" updated to "City manager or designee".
16	4 14	4.04 14.12	---	---	Oxford commas utilized in prohibitions containing lists as requested by the Legal Review Committee.
17	4	4.04	3	---	"Scope; Prohibitions" amended to "Compliance required" to increase citizen understanding and clarify interpretation.
18	4	4.04.010	3	---	Language mentioning lands recommended by OSAB for zoning removed as requested by Legal Committee.
19	4 14	4.04 14.12	---	---	Code subsections reorganized to be grouped under new umbrella categories to achieve staff's goal of restructuring titles 4 and 14 to be parallel and improve citizen understanding and interpretation.
20	4 14	4.04 14.12	---	---	Language added identifying prohibitions subject to exception by permit as requested by the Legal Review Committee.
Compliance Required					
A. Commercial use.					
21	14	A1	--	14	Subsection prohibiting commercial activity on Park land without a permit added.
22	4 14	A4	4	15	Amended to include the term "notices" to clarify intent.
B. Sound.					
23	4	B2	4	15	Prohibition added to mirror title 14 and prohibit users from disturbing the peace.
C. Projectiles.					
24	14	C1	---	15	Prohibition added to mirror title 4 and prohibit the use of non/motorized aircraft or other similar devices.
25	4 14	C3	5	15	Subsection amended to include "rockets", "hobby rockets", and "other projectiles" as items prohibited from being launched while on City Owned Public Lands.

D. Vehicles and bicycles.					
26	4 14	D3	5	16	Removed mention of City Manger's ability to adopt rules as it is covered in 4.04.060 and 14.12.060.
27	4 14	D6	5	16	Prohibition amended to clarify yielding "when necessary" for public safety during City Sponsored races.
E. Recreational activity restrictions.					
28	4 14	E1	6	16	Prohibition structure amended and expanded in order to group like activities together to improve citizen interpretation; Prohibition amended to clarify "down-hill skiing", "snowboarding", and "metal detecting" as prohibited activities;
29	4	E1	6	--	Subsection amended to clarify "sledding" as a prohibited activity.
30	4 14	E3	6	17	Subsection amended to clarify language; prohibition moved from existing LMC 4.04.030 to "Compliance required" section to increase citizen understanding and interpretation; prohibition added to 14.12.010 to clarify intent.
F. Pets and livestock.					
31	4 14	F1	6	17	Leash length maximum amended to 10ft as supported by the Legal Review Committee to mirror neighboring agency standards and better protect City Owned Public Land.
32	4 14	F2	6	17	Prohibition separated from F1 to clarify intent; Language amended to prohibit the bringing of any dog onto City Owned Public Land that is aggressive or in heat.
33	4 14	F5	7	17	"Donkeys", and "llamas" added as prohibited animals.
34	4	F6	7	---	Prohibition amended to make an exception for Service Animals in accordance with State Law at Harper Lake.
G. Bodies of water.					
35	4 14	G1 & G2	7	18	Prohibitions moved from existing LMC 4.04.070 and 14.12.060 to "Compliance required" to clarify and address the differing regulations for each title in reference to boating with specific clarification around Harper Lake in the Open Space title.
H. Waste and glass.					
---	---	---	---	---	---
I. Trespass.					
36	4 14	I3	8	18	Prohibition created to prohibit storing or abandoning personal property on City Owned Public Land as recommended by OSAB.
37	4	I4	8	---	Prohibition moved from existing LMC 4.04.060 to "Compliance required" to increase citizen understanding and interpretation of City Owned Public Land use hours; prohibition mirrored in Title 14
38	4 14	I5	8	19	Prohibition moved from existing LMC 4.04.090 to "Compliance required" to increase citizen understanding and interpretation of humans entering City Owned Public Land when it is closed; Prohibition mirrored in Title 14.
39	4 14	I6	8	19	Prohibition moved from existing LMC 4.04.090 to "Compliance required" to increase citizen understanding and interpretation of pets entering City Owned Public Land when it is closed; prohibition mirrored in Title 14.
40	4 14	I7	8	19	Prohibition regarding camping moved from existing LMC 4.04.060 "Hours of Use" to "Compliance Required".
J. Wildlife and natural resources.					
41	4 14	J2	9	19	Prohibition created to prevent the harassment of wildlife.
42	4 14	J4	9	20	Prohibition amended to prohibit the collection of firewood on City Owned Public Land.
K. Alcohol, smoking and vaping.					
43	4 14	K1	9	20	No substantive changes to the alcohol prohibition at this time. Minor change to clarify intent of current policy that alcohol not allowed except by permit. Changes to the alcohol policy will follow the direction of City Council when City-wide policy is decided in accordance with State Statutes adopted in January 2019. This decision was supported by the Legal Review Committee.
44	4 14	K2 K3	9	20	Subsection added to prohibit smoking of any type on City Owned Public Land, and parks associated parking lots, and adjacent sidewalks with exception to the Coal Creek Golf Course, as supported by Legal Committee; "Electronic smoking device" added as requested by City Council and Legal Committee.
L. Insubordination.					
45	4 14	L2	9	20	Prohibition added to prohibit property users from hindering emergency personnel in the lawful course of their duties, including "law enforcement officers, ranger naturalists, firefighters, or emergency or rescue personnel". This will prohibit property users from failing to comply, attempting to elude/evade, harass, or provide false information to ranger naturalists and other emergency personnel while in the lawful course of their duties. All reference to "employees" was removed.
46	4 14	L3	10	21	Prohibition added to prohibit property users from harassing city employees in the lawful course of their duties. This prohibition allows ranger naturalists to contact offenders in matters that do not warrant the involvement of City Police.

47	4 14	L4	10	21	Prohibition added to prohibit property users from engaging in behaviors/activities not specifically mentioned in the LMC, but are deemed to be a hazard to the user's safety, public's safety, wildlife's safety, or the safety of the landscape/resource.
Exceptions.					
48	4 14	4.04.020 A 14.12.020 A	10	21	Subsection added to exempt listed officials from the "Compliance required" chapter while in the lawful performance of their duties.
49	4 14	4.04.020 B 14.12.020 B	10	21	Amended to clarify which items are subject to City Manager exception in respective titles; amended to limit the duration of exceptions to 14 consecutive days or 21 nonconsecutive days before needing City Council approval.
Enforcement of applicable laws and ordinances.					
50	4 14	4.04.030 14.12.030	10	21	Amended to clarify that enforcement capability extends to ranger naturalists.
Miscellaneous.					
51	14	--	---	---	Existing LMC 14.12.010 T removed, concerns will be addressed under 14.12.010 L4.

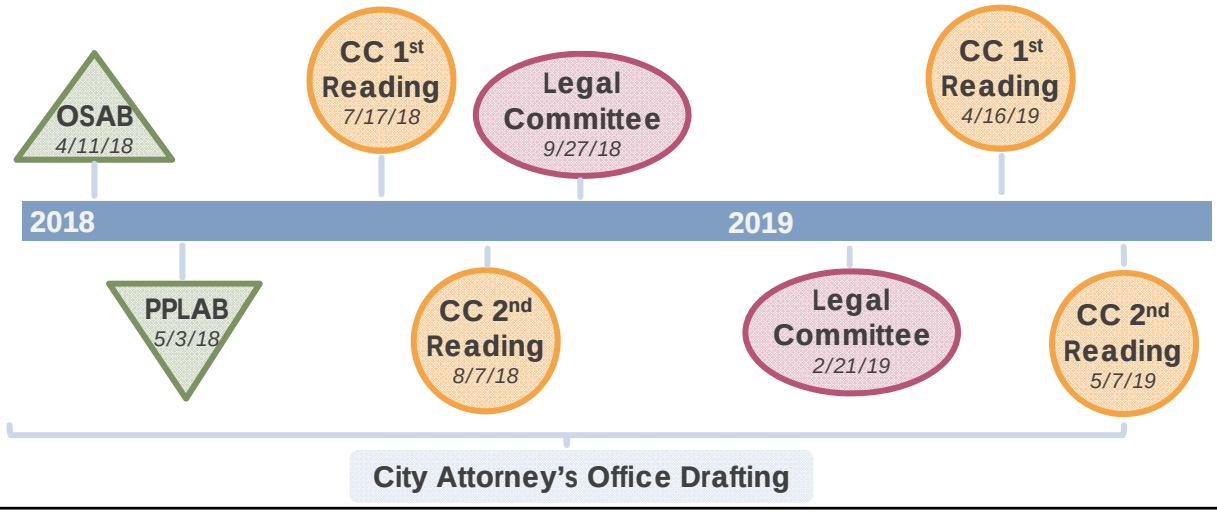
SUGGESTED AMENDMENTS TO TITLES 4 & 14 OF THE LMC

PRESENTED BY THE CITY OF LOUISVILLE PARKS, RECREATION, AND OPEN SPACE DEPT.

PROJECT BACKGROUND & INTENT

- The Louisville Ranger Naturalist program is a **small-town, community-oriented** program dedicated to the City's mission to **protect, preserve, and enhance the quality of life** in our community.
- Portions of the Parks and Open Space Titles have not been visited since 1977 and are **out of date and inconsistent** with regional trends.
- Most of the proposed revisions to the language were to **clarify intent or align the prohibitions with department practices, and not to affect the substance of the prohibitions.** Where provisions of the ordinance would make substantive changes to the prohibitions set forth in title 4 and 14, staff and the city attorney's office received input from the Legal Committee.

DRAFTING AND REVIEW TIMELINE



PRIMARY GOALS

1. **Align the provisions of titles 4 and 14 with the current needs of the department *and with desired trends*** *related to parks and open space emerging in other nearby communities. For example, banning smoking and vaping in Open Space and Parks.*

2. **Provide for parallelism between titles 4 and 14 to assist park and open space user and staff interpretation** *and staff enforcement of the provisions in the field. The proposed ordinance causes the prohibitions of titles 4 and 14 to match, except where provisions are specific to parks or open space (e.g., all fires prohibited in open space, but fires allowed in stove, grill, and by permit in parks, with exceptions).*

PRIMARY GOALS

3. **Restructure titles 4 and 14 to include clarifying headers and groupings to provide for greater park and open space user and staff readability and comprehension**, *which will lead to greater compliance. For example, the proposed ordinance groups prohibited activities under subject-matter headings with other similar activities.*

4. **Amend the definitions sections of each title to cause defined terms of one title to have the same meaning as those of the other.** *For example, the proposed ordinance causes the definition of "Park" in title 14 to match that in title 4*

PRIMARY GOALS

5. **Adding prohibitions to titles 4 and 14 that would serve to protect rangers, law enforcement, rescue personnel and city employees.** *For example, the proposed ordinance adds provisions making it unlawful to fail to comply with a lawful request of a law enforcement officer, ranger naturalist, firefighter, or emergency or rescue personnel, or to harass any such person or a city employee.*

READING THE ATTACHMENTS

Compliance Required					
A. Commercial use.					
22	14	A1	--	14	Subsection prohibiting commercial activity on Park land without a permit added.
23	4 14	A4	4	15	Amended to include the term "notices" to clarify intent.
B. Sound.					
24	4	B2	4	15	Prohibition added to mirror title 14 and prohibit users from disturbing the peace.
C. Projectiles.					
25	14	C1	---	15	Prohibition added to mirror title 4 and prohibit the use of non/motorized aircraft or other similar devices.
26	4 14	C3	5	16	Subsection amended to include "rockets", "hobby rockets", and "other projectiles" as items prohibited from being launched while on City Owned Public Lands.
D. Vehicles and bicycles.					
27	4 14	D3	5	16	Removed mention of City Manger's ability to adopt rules as it is covered in 4.04.060 and 14.12.060.
28	4 14	D6	5	16	Prohibition amended to clarify yielding "when necessary" for public safety during City Sponsored races.

To assist in version control and increase ease of discussion, please reference Attachment 2 pictured above to describe any questions by sharing the reference ID which can be found in the first column.

READING THE ATTACHMENTS

Compliance Required					
A. Commercial use.					
22	14	A1	--	14	Subsection prohibiting commercial activity on Park land without a permit added.
23	4 14	A4	4	15	Amended to include the term "notices" to clarify intent.
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28	4 14	D6	5	16	Prohibition amended to clarify yielding "when necessary" for public safety during City Sponsored races.

Column 1 assigns a **reference number** to the amendment suggestion.

Column 2 identifies in **which title the revision occurs** (4, 14 or both);

Column 3 identifies the **proposed revision as it appears on Attachment 1**;

Columns 4 and 5 identify the **page number the revision can be found on Attachment 1**; and

Column 6 provides a **brief description** of the proposed amendment

SPECIAL ATTENTION

- *Amend the **open space definition to match the Home Rule Charter** definition (Item #7 on Attachment 2)*
- City-wide **reduction of maximum leash length** from 15ft to 10ft *(Item #31 on Attachment 2).*
- **Banning smoking and vaping in all City Park properties**, associated parking lots and adjacent sidewalks with the exception of Coal Creek Golf Course *(Item #44 on Attachment 2).*

QUESTIONS?

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5C

SUBJECT: **STATE HIGHWAY 42 UNDERPASS PROJECT**

i. **AWARD BID FOR THE STATE HIGHWAY 42 UNDERPASS PROJECT**

ii. **APPROVE CONTRACT AMENDMENT BETWEEN THE CITY OF LOUISVILLE AND OTAK (FORMERLY LORIS AND ASSOCIATES) FOR THE STATE HIGHWAY 42 UNDERPASS PROJECT**

iii. **RESOLUTION NO. 14, SERIES 2019 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR HIGHWAY 42 MULTIMODAL INFRASTRUCTURE IMPROVEMENTS**

iv. **RESOLUTION NO. 15, SERIES 2019 – A RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOULDER COUNTY HOUSING AUTHORITY FOR STAGING OF THE STATE HIGHWAY 42 UNDERPASS PROJECT**

v. **ORDINANCE NO. 1773, SERIES 2019 – AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS OUTLOT A, DAVIDSON HIGHLINE SUBDIVISION REPLAT 2 – 1ST READING – SET PUBLIC HEARING 5/21/19**

vi. **RESOLUTION NO. 16, SERIES 2019 – A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS OUTLOT A, DAVIDSON HIGHLINE SUBDIVISION REPLAT 2**

DATE: **MAY 7, 2019**

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

SUMMARY:
Staff advertised the SH 42 Underpass construction project in March and received the following bids:

	Base Bid	Bid Alt #1
Edge Contracting	**$1,887,755.00**	**$1,994,438.90**
HPM	$2,257,119.50	$2,381,266.45
Goodland Construction	$2,644,265.45	$2,761,894.85

Bid Alt #1 consists of the base bid scope of work with the addition of the trail construction on the east side of SH 42 between the underpass and Hecla Drive.

The Public Works Department recommends approval of a contract with Edge Contracting per their low bid of $1,994,438.90 for Bid Alt #1. In addition, staff requests approval of 10% contingency funds in the amount of $200,000.00.

FISCAL IMPACT:
The unspent 2018 budget in the HWY 42 Multi-Use Underpass (201528-660067) is $1,771,870. During design, the trail extension west of Kestrel from Hecla Dr. to the underpass was added to the SH 42 Underpass project. This work was previously funded out of Kestrel Trail Connection 201528-660224 with an available 2018 budget of $61,300. The next budget amendment will close the Kestrel Trail Connection account and request a carryover of unspent 2018 budget in the amount of $1,833,170. In addition, a new appropriation of $458,350 will also be requested. Both of these amounts will be combined into the HWY42 Multi-Use Underpass Account (201528-660067). This increase includes land purchase of Outlot A from Rob Lathrop, Goodhue Ditch fees, the addition of the trail on the east side of SH 42 from the underpass to Hecla Drive, and additional construction management services.

Staff Recommended:

Project Budget	**Account**	**Amount**
2018 Carryover HWY 42 Multi-Use Underpass	201528-660067	$1,771,870.00
2018 Carryover Kestrel Trail Connection	201528-660224	$61,300.00
2019 Requested Budget Amendment	201528-660067	$458,347.90
Total Gross Project Cost		**$2,291,517.90**
Current Boulder County IGA Reimbursement		$850,000.00
Future Amendment to BC IGA Reimbursement		$295,759.00
Total County Funding		**$1,145,759.00**
Net City Funding		**$1,145,758.90**

Gross Project Expenditures	201528-660067	
Construction Contract		$1,994,438.90
10% Contingency		$200,000.00
Goodhue Ditch Fees		$15,000.00
Land Purchase Contract		$42,079.00
Consultant Addendum		$40,000.00
Total Construction Costs		**$2,291,517.90**

CONSULTANT ADDENDUM ($40,000):
Additional design work that was not in the original scope includes: the design of a trail extension from the underpass to Hecla Dr. on the east side of SH 42, additional survey and easement work for the Rob Lathrop land purchase and Goodhue Ditch Agreement, and additional construction management services.

BOULDER COUNTY IGA ($1,145,759):
The attached IGA with Boulder County provides up to $1.8 million in Transportation Sales tax funds as local match for two projects on SH 42. Boulder County will contribute up to $850,000 towards the construction of the SH 42 Underpass and up to $1,000,000 towards the construction of the SH 42 and Short St. Intersection Improvements on a reimbursement basis. The City Attorney has reviewed and approved the IGA. Boulder County has reviewed and approved the IGA.

Current bid costs differ from project cost estimates when the Boulder County IGA was executed. City and Boulder County Staff will work to amend the existing IGA with an additional $295,759 of funding to represent a 50% partnership on the underpass project between the County and the City.

BOULDER COUNTY HOUSING AUTHORITY REVOCABLE LICENSE AGREEMENT:
A revocable license agreement with Boulder County Housing Authority will allow the City's Contractor to stage construction equipment on vacant BCHA property. The City's contractor will restore the property at the end of construction. The City Attorney and BCHA attorney have reviewed and approved the revocable license agreement.

LAND PURCHASE CONTRACT ($42,079):
Staff is seeking Council approval of a purchase contract with Rob Lathrop to purchase 3,530 sq. ft. to accommodate the trail system into the SH 42 underpass. The Lathrop property has been re-platted to create an outlot for purchase. The purchase contract and miscellaneous costs including fence, sign and rose bed relocations total $42,079.00. Of this amount, $27,004 is for the land acquisition at $7.65 per square foot. Recent land sales in the area were at slightly lower amounts including:

- Boulder County Housing Authority's 13-acre purchase of the Kestrel development land ($4.61 psf) in 2013
- Louisville's 5-acre purchase of the First Baptist Church in 2013 ($5.65 psf)

- Loftus Development's 5-acre purchase of the former Safeway property for the Centre Court/Alfalfa's development ($7.05) in 2011.

The purchased property is directly adjacent to Highway 42 justifying a higher value per square foot than land not adjacent to the road. The remaining $15,075 of the acquisition is for the site improvements on Lathrop's property to facilitate access and construction.

Mr. Lathrop and the City Attorney have reviewed and approved the purchase contract language.

The purchase ordinance states the property is being purchased as a general asset of the City for the underpass project. It is not being acquired as park or open space property, and that all or portions of the property, and any interests, licenses, rights or privileges, therein, may be sold, leased, conveyed or disposed of, in whole or part, as determined by subsequent action of City Council, without necessity of election, pursuant to the Home Rule Charter.

SCHEDULE:
The land purchase requires a second reading on May 21, 2019. Once the outlot is purchased, the City can grant easements to the Goodhue Ditch Company for the rerouted ditch piping north of the underpass as part of the Goodhue relocation process. The City is also working with Boulder County Housing Authority to obtain an easement that will then be conveyed to the Goodhue Ditch Company for the southern portion of the rerouted ditch piping.

Construction will begin concurrent with these processes with the pre-construction meeting occurring at the end of May. The contract time is 200 working days with substantial completion anticipated in March of 2020.

PROGRAM/SUB-PROGRAM IMPACT:
The recommended contract supports the goal of safe traveling conditions for pedestrians and motorists.

RECOMMENDATION:
Staff recommends City Council award the SH 42 Underpass Project to Edge Contracting per their bid of $1,994,438.90, authorize staff to execute change orders up to $200,000 as a 10% project contingency, and authorize the Mayor, City Manager, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

Staff recommends City Council approve the contract amendment with Otak for $40,000 for additional design and construction management services.

Staff recommends City Council pass Resolution No. 14, Series 2019 authorizing the Mayor to sign the attached Agreement with Boulder County on behalf of the City.

Staff recommends City Council pass Resolution No. 15, Series 2019 authorizing the Mayor to sign the attached Agreement with Boulder County Housing Authority on behalf of the City.

Staff recommends (1) Resolution No. 16, Series 2019 – approving a Purchase Contract for the City's acquisition of property legally described as Outlot A, Davidson Highline Subdivision Replat 2 and (2) approving Ordinance No. 1773, Series 2019 on first reading and set second reading and Public Hearing for May 21, 2019.

ATTACHMENT(S):

1. Contractor Agreement
2. Otak Amendment
3. Resolution - IGA with Boulder County
4. Resolution - Agreement with BCHA
5. Ordinance - Land Purchase
6. Resolution – Land Purchase

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of May in the year 2019 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Edge Contracting
(hereinafter called CONTRACTOR)

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

ARTICLE 1. WORK

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

PROJECT: SH 42 UNDERPASS
PROJECT NUMBER: 201928-660067

ARTICLE 2. CONTRACT TIMES

2.1 The CONTRACTOR shall substantially complete all work by March 16, 2020 and within **200 Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **220 Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.

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

ARTICLE 3. CONTRACT PRICE

3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of one million nine hundred ninety four thousand four hundred thirty eight dollars and ninety cents ($1,994,438.90) as set forth in the Bid Form of the CONTRACTOR dated April 22, 2019.

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

ARTICLE 4. PAYMENT PROCEDURES

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

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

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

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

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

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

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.

5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written

resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

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

6.1 Invitation to Bid.

6.2 Instruction to Bidders.

6.3 Bid Form.

6.4 This Agreement.

6.5 General Conditions.

6.6 Supplementary Conditions.

6.7 General Requirements.

6.8 Technical Specifications.

6.9 Drawings with each sheet bearing the title: **SH 42 UNDERPASS**

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

6.10.1 Addenda No. _0_ to _1_ exclusive
6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
6.10.3 Schedule of Subcontractors
6.10.4 Anti-Collusion Affidavit
6.10.5 Certification of EEO Compliance
6.10.6 Notice of Award
6.10.7 Performance Bond
6.10.8 Labor and Material Payment Bond
6.10.9 Certificates of Insurance
6.10.10 Notice to Proceed
6.10.11 Contractor's Proposal Request
6.10.12 Contractor's Overtime Request
6.10.13 Field Order
6.10.14 Work Change Directive
6.10.15 Change Order
6.10.16 Application for Payment
6.10.17 Certificate of Substantial Completion
6.10.18 Claim Release
6.10.19 Final Inspection Report
6.10.20 Certificate of Final Completion
6.10.21 Guarantee Period Inspection Report

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

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

1. Permits from other agencies as may be required.

2. Special Provisions and Detail Drawings.

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

4. Supplementary Conditions.

5. General Conditions.

6. City of Louisville Design and Construction Standards.

7. Reference Specifications.

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

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

ARTICLE 7. MISCELLANEOUS

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

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

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

ARTICLE 8. OTHER PROVISIONS

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

This Agreement will be effective on _____, 2019.

OWNER: CITY OF LOUISVILLE, COLORADO

By: _____
Robert P. Muckle, Mayor

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: City Engineer

CONTRACTOR: _____

By: _____

(CORPORATE SEAL)

Attest: _____

Address for giving notices:

_____

_____

_____

EXHIBIT C

Addendum No. 3 to Service Agreement

This Addendum to that certain Services Agreement dated April 18, 2017 is made effective as of _____, 20____, by and between the undersigned parties. The Addendum immediately preceding this Addendum was dated _____December 10_____, 2018.

1. Services to be provided: Additional geotechnical and construction management services.

2. Fees: $40,000 (see attached)

3. Schedule: Thru June 1, 2020.

CITY OF LOUISVILLE
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Meredyth Muth, City Clerk

Company: Loris and Associates, Inc. (Otak)

Address: 100 Superior Plaza Way, Suite 220

Superior, CO 80027

By: _____

Attest: _____

Loris
A DIVISION OF OTAK

April 23, 2019

Ms. Joliette Woodson, Engineer III
City of Louisville, CO
749 Main Street
Louisville, CO 80027

Re: SH 42 Underpass
Additional Services Fee Request

Dear Joliette:

As previously discussed, we are hereby requesting additional fees to be added to our existing contract limit for the subject project. This fee is to provide additional services during construction to better support City staff in administration of the construction project. We propose that the City add $40,000 to our contract limit for these services. We will bill these services on an hourly basis based on our current rates (see attached). These services may include but not be limited to:

- General consultation during construction
- Attend weekly meetings
- Provide weekly site reviews
- Utility coordination
- Coordination of materials testing
- Shop drawing review
- Review all structural submittals
- As-built drawings based on contractor mark-ups

Note that our current contract includes a materials testing budget of $20,000 which will be utilized during construction.

Based upon the above listed items, we hereby request that a total of **$40,000** be added to current original contract amount. We will perform this work as directed by the City of Louisville on an hourly basis. The actual cost of this work may be more or less depending the quality of the contractor and the actual effort needed from Loris/Otak during construction. However, we will not exceed our contract limit without specific direction and prior approval by the City. Please call if you have questions or if you need additional information regarding this submittal.

Respectfully submitted,

The Office of
Loris a Division of Otak

Scott Belonger

Scott Belonger, P.E.
Project Manager

Loris
A DIVISION OF OTAK

2019 Fee Schedule
Effective 01/01/2019

2019 CLASSIFICATION	*2019 BILLING RATE*
Sr. PIC/ Sr. Project Manager Civil	$230
PIC /Sr. Project Manager Civil	$205
Civil Engineer X	$195
Civil Engineer IX	$185
Civil Engineer VIII	$165
Civil Engineer VII	$155
Civil Engineer VI	$145
Civil Engineer V	$135
Civil Engineer IV	$125
Civil Engineer III	$115
Civil Engineer II	$105
Civil Engineer I	$95
Engineer Designer V	$115
Engineer Designer IV	$110
Engineer Designer III	$105
Engineer Designer II	$100
Engineer Designer I	$95
Field Representative IV	$140
Field Representative III	$120
Field Representative II	$100
Field Representative I	$90
Sr. PIC / Sr. PM LA / Mst. Planning	$235
PIC / Sr. PM LA / Mst. Planning	$195
Landscape Architect VI	$135
Landscape Architect V	$125
Landscape Architect IV	$120
Landscape Architect III	$110
Landscape Architect II	$100
Landscape Architect I	$90
Engineering Technician VII	$135
Engineering Technician VI	$125
Engineering Technician V	$115
Engineering Technician IV	$105
Engineering Technician III	$95
Engineering Technician II	$90
Engineering Technician I	$85
Administrative	$85

Mileage	Per the IRS Allowable	
Copies	Color 81/2 x 11 = $0.50 Color 11 x 17 = $1.00	B/W 81/2 x 11 = $0.10 B/W 11 x 17 = $0.20
Plots for Submittals (per sqft)	$5.50 bond Color **|** $0.25 Bond B/W **|** $3.50 mylar	

RESOLUTION NO. 14
SERIES 2019

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH BOULDER COUNTY FOR HIGHWAY 42 MULTIMODAL INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Louisville has been working with Boulder County over the past several years to plan and design multimodal, safety and operational improvements to the intersection of Highway 42 and Short St.; and

WHEREAS, City staff and County staff have negotiated that Intergovernmental Agreement for Highway 42 Multimodal Infrastructure Improvements (the "IGA"), a copy of which IGA accompanies this Resolution, which will provide reimbursement by Boulder County for fifty percent (50%) of the cost of construction of Intersection Improvements and Underpass Improvements, subject to the limitations set forth in the IGA; and

WHEREAS, the City Council by this Resolution desires to approve the IGA.

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

Section 1. That certain Intergovernmental Agreement for Highway 42 Multimodal Infrastructure Improvements (the "IGA") between the City of Louisville and Boulder County, a copy of which IGA accompanies this Resolution, is hereby approved.

Section 2. The Mayor is authorized to execute the IGA, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to said IGA as he determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the IGA are not altered.

Section 3. The Mayor, City Manager, City Clerk and City staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the IGA.

PASSED AND ADOPTED this 7th day of May, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

DocuSign Envelope ID: 0040F8BC-4F2A-4A3E-8DE6-1DF8BD7B616B

Boulder County

Transportation Department

2525 13th Street, Suite 203 • Boulder, Colorado 80304 • Tel: 303.441.3900 • Fax: 303.441.4594
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • **www.bouldercounty.org**

January 22, 2019

TO: Board of County Commissioners

FROM: George Gerstle, Director

RE: IGA with City of Louisville for Construction of Highway 42 Multimodal Infrastructure Improvements

The Transportation Department has been working with the City of Louisville over the past several years to plan and design multimodal, safety and operational improvements to the intersection of Highway 42 and the City's Short Drive. Improvements to Highway 42 through Louisville are one of the road projects identified in the 2007 Countywide Transportation Sales Tax Ballot issue that funds transportation projects throughout the county.

The City has completed design of the intersection improvements and is ready to go to construction this year. They have secured $500,000 from CDOT for the project and are requesting that the County fund half of the local matching funds required for construction. This arrangement matches the typical funding of the larger road projects on the Sales Tax list.

The attached funding agreement commits the County to contribute half of the local match needed for construction of the intersection up to $1,000,000. This amount is included in the County's current capital plan and in the 2018 Capital Improvement Program presented and approved by the Board of County Commissioners in July 2018.

Please return the electronically signed amendment to the Transportation Department attention Tim Swope.

ACTION RECOMMENDED

THE TRANSPORTATION DEPARTMENT RECOMMENDS THAT THE BOARD OF COUNTY COMMISSIONERS APPROVE THE BOARD CHAIR TO SIGN THE ATTACHED FUNDING AGREEMENT AUTHORIZING THE COUNTY TO CONTRIBUTE $1,000,000 TO THE CITY OF LOUISVILLE'S HIGHWAY 42 AND SHORT INTERSECTION IMPROVEMENT PROJECT.

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INTERGOVERNMENTAL AGREEMENT

Highway 42 Multimodal Infrastructure Improvements

This Intergovernmental Agreement ("Agreement") by and between the **County of Boulder**, a body politic and corporate of the State of Colorado (hereinafter referred to as the "County") and the **City of Louisville**, a Colorado municipal corporation (hereinafter referred to as the "City") (each a "Party" and together, the "Parties") is made effective on the ____ day of _____, 2019.

WHEREAS, State Highway 42 ("SH42") is a state highway running through the City that contributes to countywide multimodal mobility; and

WHEREAS, the construction of new developments and future developments creates a need for safety improvements for vehicular and pedestrian travel on and across SH42; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., as amended, permits governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, the 0.10% County-wide sales tax approved by the voters of Boulder County on November 4, 2007, provides for the design and construction of SH42 Improvements assuming a match by the Colorado Department of Transportation ("CDOT") and funding by the City; and

WHEREAS, the Parties wish to contribute to construction of three separate projects along SH42. These include intersection improvements at the intersection of SH42 and Short Street ("Intersection Improvements"); a new pedestrian underpass under SH42 north of Hecla Drive and south of Summit View Drive ("Underpass Improvements"); and road improvements to SH42 between Short Street and Pine Street ("Road Improvements") (collectively, the "Improvements"); and

WHEREAS, the City has secured $500,000 in State Funding to the construction of the Intersection Improvements, and shall pursue similar funding for construction of both the Underpass Improvements and the Road Improvements; and

WHEREAS, the Parties wish to set forth in writing the terms and conditions regarding management of and payment for construction of the Improvements, as set forth herein.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

A. <u>PROJECT SCOPE, DESCRIPTION AND RESPONSIBILITIES.</u>

1. The City, with cooperation from the County, will coordinate and manage design and construction of the Improvements, including requests for bids, contracting, design

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services and construction management and inspection, and shall provide the County with the opportunity to review and comment on design plans at each stage of design. Such cooperation from the County shall include without limitation County representative attendance at meetings organized by the City regarding design and construction of the Improvements.

2. The City, with cooperation from the County, will pursue State and/or Federal funding for construction of the Underpass Improvements in 2019 to the extent feasible given the limitations of the individual state and federal grant programs.

3. The County and the City agree to pursue funding for design and construction of the Road Improvements and to finalize agreements for cost sharing for the design and construction of the Road Improvements in a future intergovernmental agreement.

4. The City Public Works Department shall pay all contractor invoices for construction of the Intersection Improvements. The City shall use the funds received from CDOT through the FASTER Safety Grant to pay invoices for construction of the Intersection Improvements until such funds are exhausted. Thereafter, the City shall continue to pay all invoices for construction of the Intersection Improvements and shall invoice the County for reimbursement of 50 percent of the same, not to exceed $1,000,000 for the Intersection Improvements.

5. The City Public Works Department shall pay all contractor invoices for construction of the Underpass Improvements and use all funds secured from state and federal grants for construction until such funds are exhausted. Thereafter, the City shall continue to pay all invoices for construction of the Underpass Improvements and shall invoice the County for reimbursement of 50 percent of the same, not to exceed $850,000 for the Underpass Improvements.

6. The County shall pay all invoices from the City within 60 days of receipt of the same. The City and County agree that any additional non-Party funds obtained for the Improvements shall be applied to reduce equally each Party's share of the costs of the Improvements. When completed, the Improvements shall be owned by CDOT.

7. The City or CDOT shall maintain the Improvements in good operating order, at no cost to the County.

B. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement contains the entire agreement between the Parties. It may be amended only by written agreement approved by both Parties.

C. SEVERABILITY.

If any portion of this Agreement is held by a court in a final, non-appealable decision to be invalid or unenforceable as to any Party, the entire Agreement shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement is essential to and not severable from the remainder.

D. NO JOINT VENTURE OR PARTNERSHIP.

Nothing contained in this Agreement is intended to create a partnership or joint venture between the City and the County with respect to construction of the Improvements, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any party hereto to act as an agent of the other party hereto for any purpose whatsoever.

E. NO THIRD-PARTY BENEFICIARIES.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the County and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the City and the County and not for the benefit of any other party.

F. ENFORCEMENT.

Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

G. GOVERNING LAW AND VENUE.

This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the District Court of Boulder County of the State of Colorado, and in no other court.

H. PARTY REPRESENTATIVES; NOTICE.

Referrals made under the terms of this Agreement shall be sent to the Parties' representatives listed below. Any required notices or referrals shall be in writing and shall be hand delivered or sent United States mail, postage prepaid, to the addresses of the parties herein set forth, or by email to the addresses set forth below.. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below.

ENTITY:	REPRESENTATIVE:
County of Boulder	George Gerstle Director, Transportation Department P.O. Box 471 Boulder, CO 80306 Email: ggerstle@bouldercounty.org

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City of Louisville

Heather Balser
Interim City Manager
749 Main Street
Louisville, CO 80027
Email: hbalser@louisvilleco.gov

Name or address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

I. HEADINGS.

The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

J. PAYMENT SUBJECT TO APPROPRIATION.

Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. In the event of non-appropriation by either or both of the Parties, this Agreement shall terminate.

IN WITNESS WHEREOF, the parties have entered into this Agreement, to be effective on the date provided above.

BOULDER COUNTY, COLORADO

DocuSigned by:
Deb Gardner
193511B0BE6A470...

Deb Gardner
Vice Chair

(Excused) Elise Jones, Board Chair

ATTEST:

DocuSigned by:
Cecilia Lacey
A9048B42B8ED46B...

Clerk to the Board

CITY OF LOUISVILLE, COLORADO

Robert P. Muckle, Mayor

ATTEST:

Meredyth Muth, City Clerk

RESOLUTION NO. 15
SERIES 2019

A RESOLUTION APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOULDER COUNTY HOUSING AUTHORITY FOR STAGING OF THE STATE HIGHWAY 42 UNDERPASS PROJECT

WHEREAS, in connection with the State Highway 42 underpass project, the City has negotiated a revocable license agreement with Boulder County Housing Authority ("BCHA") to allow the City and its contractors to stage construction equipment on vacant property owned by BCHA; and

WHEREAS, the City Council by this Resolution desires to approve the Revocable License.

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

Section 1. That certain Revocable License between the City of Louisville and Boulder County Housing Authority, which authorizes the City and its contractors to stage construction equipment during construction of the underpass at the intersection of State Highway 42 and the Lake to Lake Trail, and a copy of which Revocable License accompanies this Resolution, is hereby approved.

Section 2. The Mayor is authorized to execute the Revocable License, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Revocable License as he determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Revocable License are not altered.

Section 3. The Mayor, City Manager, City Clerk and City staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Revocable License.

PASSED AND ADOPTED this 7th day of May, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

REVOCABLE LICENSE

THIS AGREEMENT ("Agreement"), dated as of this ____ day of _____, 2019, is by and between the HOUSING AUTHORITY OF THE COUNTY OF BOULDER, COLORADO, a public body, corporate and politic, whose legal address is P.O. Box 471, Boulder, CO 80306 ("Licensor"), and the CITY OF LOUISVILLE, a Colorado home rule municipality, whose legal address is 749 Main St, Louisville, CO, 80027 ("Licensee" and together the "Parties").

Recitals

A. Licensor is the owner of certain real property located at 0 Kaylix Avenue, Boulder County Assessor Parcel No. 157505477012 (the "Property").

B. Licensee requests Licensor's consent to access the Property to temporarily use a portion of the Property for staging and vehicle storage during construction of an underpass at the intersection of State Highway 42 and the Lake to Lake Trail (the "Underpass Project").

C. Licensor desires to grant Licensee a revocable license over a portion of the Property, under the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the recitals, promises, covenants, and undertakings described above and hereinafter set forth, the Parties agree as follows:

1. Temporary License. For and in consideration of the mutual promises contained in this Agreement, Licensor hereby grants to Licensee and its officers, directors, members, employees, agents, contractors, subcontractors, tenants, subtenants, visitors, invitees and licensees a revocable license over, upon, across, through, and under the portion of the tract of land described and depicted in Exhibit A ("Temporary License Area"), together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such revocable license, for the uses and purposes and upon the terms hereinafter set forth.

2. Use of the License. Permitted uses of the Temporary License Area are limited to use as a construction staging area, access and parking for construction vehicles, temporary storage of construction equipment and building materials and supplies, and temporary construction buildings (but no permanent structures of any kind whatsoever).

3. Duration/Termination. This Agreement shall automatically expire with no further action required by either party upon whichever occurs first: (a) 30 days after written notice of termination from one party to the other, or (b) completion of construction of the Underpass Project.

4. Public Access. Licensor and Licensee do not intend to permit public access or use of the Temporary License Area.

5. Rights and Obligations.

a. During the term of this Agreement, Licensor shall not erect or construct, or allow to be erected or constructed, any building or other structure on the lands described herein which may interfere with the Licensee's full enjoyment of the rights hereunder without the consent of the Licensee, which consent shall not be unreasonably withheld, conditioned, or delayed.

b. Licensee's land disturbance activity on the Temporary License Area will comply with all applicable City, County, State and Federal requirements and regulations. Licensee will be

responsible for applying for and obtaining a stormwater permit if one is required, and upon completion of the Underpass Project, or, if earlier, termination of this Agreement, Licensee will finally stabilize the Temporary License Area in accordance with any such stormwater permit and the associated stormwater management plan, including reseeding and hydro-mulching to the extent appropriate.

c. Upon completion of the Underpass Project, or, if earlier, termination of this Agreement, Licensee agrees to remove any remaining construction vehicles, temporary construction trailers, other structures, and all equipment, supplies and materials from the Temporary License Area, and will at its sole expense restore the Temporary License Area to its original condition and to a state that is in compliance with all applicable City, County, State and Federal requirements and regulations.

d. The Parties agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

e. The Licensee shall not permit any claim, lien, or other encumbrance arising from Licensee's or its agents' use of the Temporary License Area to accrue against or attach to the Property.

f. This License grant is without warranty of title and is subject to all prior liens, encumbrances, easements, restrictions, reservations, and rights of way affecting Licensor's property.

6. No Indemnification. Licensor and Licensee each assume responsibility for the actions and omissions of their own agents, officers and employees in the performance or failure to perform under this Agreement. By signing this Agreement, neither party waives or intends to waive the limitations on liability set forth in the Colorado Governmental Immunity Act, CR.S. §§ 24-10-101, *et seq.*

7. Insurance. The Licensee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as amended, and shall at all times during the terms of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. The Licensee further agrees, without waiving any governmental immunity protections to which it and its officials or employees are entitled under C.R.S. 24-10-101, et seq., as amended, to obtain adequate insurance to cover the liability and other risks to which it may be exposed as a result of the services to be provided pursuant to this Agreement, if it does not already have such insurance, and to maintain such insurance throughout the term of this Agreement, and to provide satisfactory proof of such insurance to Licensor upon request. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. §24-10-114, as amended.

8. Governing Law. The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the Parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts, and in no other court.

9. No Waiver. No failure by either party to act or to enforce the terms of this Agreement shall

be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this Agreement in the future. No waiver by either party of any default under this Agreement shall be effective or binding upon such party unless made in writing.

10. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such term or provision shall be deemed severable and the remaining terms and provisions hereof shall continue in full force and effect.

11. Notices. Any notices given under the provisions of this Agreement shall be valid if deposited with the United States Postal Service or with a recognized overnight courier service addressed to Licensor or to Licensee at the addresses stated above.

12. Independent Advice. Each Party acknowledges that it is not relying on the other Party for legal, financial, or tax advice in connection with its execution of this Agreement.

13. Attorney Fees and Costs. In the event of any litigation between the Parties relating to this License, the prevailing party shall be entitled to costs and reasonable expert and attorney fees incurred in connection with such litigation.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile or other electronic signatures shall be acceptable to and binding upon all Parties.

15. No Recording. The Parties do not intend to record this Agreement, and neither party shall have the right to record it without first obtaining written consent of the other party (which may be obtained via electronic communication such as e-mail).

16. Binding on Successors. This Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, and successors and assigns, as the case may be.

17. Complete Agreement. This Agreement consists of all the agreements, understandings, and promises between the Parties with respect to its subject matter. This Agreement shall not be modified or amended except by an instrument in writing executed by the Licensor and Licensee, their successors and assigns.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSOR

HOUSING AUTHORITY OF THE COUNTY OF BOULDER, COLORADO, a public body, corporate and politic

By: _____
Frank Alexander, Executive Director

ATTEST:

_____
Secretary

STATE OF COLORADO)
) ss:
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Frank Alexander, as Executive Director, and _____, as Secretary of the Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic.

Witness my hand and official seal.

My commission expires:

_____
NOTARY PUBLIC

LICENSEE

CITY OF LOUISVILLE, a Colorado home rule municipal corporation

By: _____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

STATE OF COLORADO)
) ss:
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Robert P. Muckle, as Mayor, and Meredyth Muth, as City Clerk of the City of Louisville, a Colorado home rule municipal corporation.

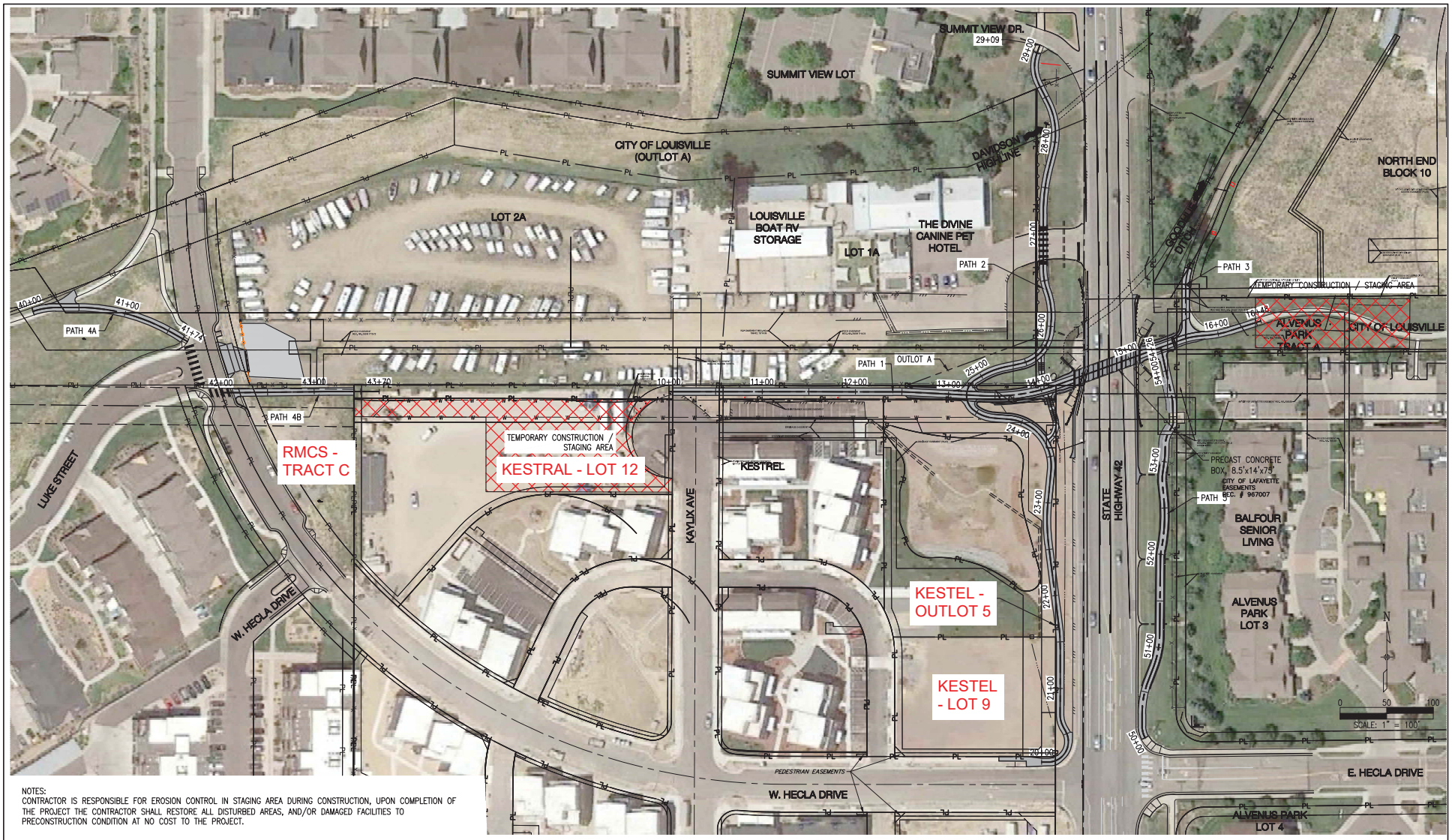
Witness my hand and official seal.

My commission expires:

_____
NOTARY PUBLIC

EXHIBIT A

(Attach Maps Depicting Staging Area)



NOTES:
CONTRACTOR IS RESPONSIBLE FOR EROSION CONTROL IN STAGING AREA DURING CONSTRUCTION, UPON COMPLETION OF THE PROJECT THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS, AND/OR DAMAGED FACILITIES TO PRECONSTRUCTION CONDITION AT NO COST TO THE PROJECT.

Print Date: Mar 20, 2019	Sheet Revisions	Loris A DIVISION OF OTAK	City of Louisville COLORADO • SINCE 1878	As Constructed	SH 42 UNDERPASS TEMPORARY CONSTRUCTION / STAGING AREA	Project No./Code
File Name: 17114 (09) TE Staging Plan.dwg	Date: Comments Init.			No Revisions:		201528-660067
Horiz. Scale: As Noted Vert. Scale: As Noted				Revised:	Designer: SJB Structure Numbers	
Unit Information Unit Leader Initials				Void:	Detailer: LX	
					Sheet Subset: TC-01 Subset Sheets: 1	Sheet Number 10

G:\7.2 Clients\071 - Cl Louisville\17114 - SH 42 Underpass\50 DWG\17114 (09) TE Staging Plan.dwg Mar 20, 2019 - 5:24pm

ORDINANCE NO. 1773
SERIES 2019

AN ORDINANCE AUTHORIZING THE PAYMENT OF CITY MONEYS FOR THE CITY'S ACQUISITION OF PROPERTY LEGALLY DESCRIBED AS OUTLOT A, DAVIDSON HIGHLINE SUBDIVISION REPLAT 2

WHEREAS, the City of Louisville intends to acquire certain real property generally located on the west side of State Highway 42 (North 96th Street), between Hecla Drive and Summit View Drive, which property is owned by RCL Land Company, LLC, and is legally described as Outlot A, Davidson Highline Subdivision Replat 2 (the "Property"); and

WHEREAS, the City and owner of the Property have entered into an Purchase Contract to Buy and Sell Real Estate (the "Purchase Contract") for sale and purchase of the Property upon terms and conditions mutually agreeable to the City and owner; and

WHEREAS, the Purchase Contract provides that the City shall pay the owner of the Property a purchase price of Twenty-Seven Thousand and Four and 00/100 Dollars ($27,004.00) for the Property, plus additional reimbursements to the owner in connection with the work to be completed for the City's underpass project in the amount of of Fifteen Thousand Seventy-Five and 00/100 Dollars ($15,075.00), for a total amount of City moneys of Forty-Two Thousand Seventy-Nine and 00/100 Dollars ($42,079.00); and

WHEREAS, the City Council by this ordinance desires to identify the source of funding for such purchase, make certain determinations regarding the Property, and otherwise comply with applicable laws regarding the acquisition of the Property.

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

Section 1. Unless other funds become available for use by the City as determined by the City Council, moneys from the Open Space and Parks Fund ($42,079.00) shall be used for the purchase of the Property legally described as Outlot A, Davidson Highline Subdivision Replat 2 (the "Property") and satisfaction of the City's additional monetary obligations as set forth in the Purchase Contract, all as further described in and subject to the terms and conditions of the Purchase Contract.

Section 2. City payment for the Property shall be made in cash, certified funds, wire transfer or City warrant, subject to the Purchase Contract and to any necessary budgetary transfers or supplementary budgets and appropriations in accordance with State law. Such City payment is subject to and conditioned upon satisfaction of all conditions in the Purchase Contract for the Property.

Section 3. The City Council finds and determines that the Property is being acquired as a general asset of the City for construction of the Highway 42 underpass and not as park or open space property, and that all or portions of the Property, and any interests, licenses, rights or privileges therein, may be sold, leased, conveyed or disposed of, in whole or part, as determined by subsequent

action of City Council, without necessity of election, pursuant to the home rule charter of the City.

Section 4. Nothing in this Ordinance is intended to nor should be construed to create any multiple-fiscal year direct or indirect City debt or fiscal obligation whatsoever.

Section 5. If any portion of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 6. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 7th day of May, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

APPROVED AS TO FORM:

_____
Kelly PC
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 21st day of May. 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

4/12/19

PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT (hereinafter "Contract" or "Agreement") is made and entered into this _____ day of _____, 2019 ("Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as "City" or "Purchaser", and **RCL Land Company, LLC,** a Colorado limited liability company, hereinafter referred to as "Seller".

WHEREAS, Seller is the owner of Lots 1A and 2A and Outlot A, Davidson Highline Subdivision Replat 2 ("Seller's Land"), according to the plat thereof recorded Reception No. 03701284, Boulder County Records, which plat is attached hereto and incorporated herein by this reference as Exhibit A; and

WHEREAS, Seller desires to sell, and the City desires to purchase, Outlot A (the "Property"), as provided herein.

NOW, THEREFORE, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Purchaser and Seller agree as follows:

PROPERTY AND PURCHASE PRICE; PLATTING OF SELLER'S LAND

1. Purchaser hereby agrees to purchase, and Seller agrees to sell, on the terms and conditions set forth in this Contract, the Property, together with all easements and other appurtenances thereto; all oil, gas, and other minerals owned by Seller and appurtenant thereto; and all improvements, fixtures and structures thereon at the time of delivery of possession to Purchaser.

2. The purchase price ("Purchase Price") for the Property is Twenty Seven Thousand and Four Dollars and 00/100 Dollars ($27,004.00) based on $7.65 per square foot, and shall be payable as follows:

a. Five Thousand Dollars ($5,000.00) (the "Deposit") shall be paid by Purchaser to Land Title Guarantee Company, 2959 Canyon Blvd., Suite 340, Boulder, Colorado 80302 (the "Title Company") in cash or by certified or wire transfer funds within five (5) business days following the Effective Date.

b. The balance of the Purchase Price shall be paid by Purchaser at the closing of the purchase and sale provided for in Article 5 (the "Closing") by bank cashier's check or certified check made payable to Seller or by wire transfer of federal funds to an account designated by Seller.

3. This Agreement shall terminate if Purchaser fails to pay the Deposit, or any portion thereof, within the time period specified therefor. The Deposit will be held by the Title Company in an interest-bearing account as an earnest money deposit and part payment of the Purchase Price and credited to Purchaser at the Closing; reference herein to the Deposit shall mean and include all interest earned thereon. The Deposit shall be applicable to the Purchase Price, and the Title Company shall hold and disburse the Deposit in accordance with the terms of this Agreement unless otherwise directed by written notice signed by Purchaser and Seller.

DOCUMENTS TO BE DELIVERED TO PURCHASER

4. Within five (5) days of the parties' mutual execution of this Contract, Seller shall provide copies of any engineering and/or survey work for the Property in possession of Seller. Purchaser may at its sole expense contract for an ALTA engineering survey of the Property, sufficient to satisfy the requirements of the Title Company to delete the standard pre-printed exceptions from the Purchaser's title policy, as set forth in Paragraphs 6 and 7, below. The survey shall be certified by the surveyor to the Purchaser and the Title Company. The survey must be acceptable to the Purchaser in its sole discretion. If Purchaser does not notify Seller in writing at least thirty (30) days prior to closing that the survey is unacceptable to Purchaser, then the survey shall be deemed acceptable to Purchaser. The surveyed legal descriptions for the Property shall be appended to this Agreement once prepared.

ASSIGNMENT; SUCCESSORS AND ASSIGNS

5. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. If either Buyer or Seller shall assign, sell, or convey their interest in the Agreement, they shall immediately deliver written notice thereof to the other party hereto, which notice shall provide the residence or business address of the new party thereto.

TITLE, RESERVATIONS, AND CLOSING

6. Within ten (10) days of mutual execution of this Contract:

a. Purchaser shall contract for a current ALTA form title insurance commitment insuring the Purchaser's ownership of a fee simple interest in the Property. The commitment shall be issued by the Title Company or other title insurance company which maintains an office in Boulder County and which is authorized to do business in the State of Colorado, to insure the Purchaser's ownership of the Property in an amount of $27,004.00, such amount being subject to adjustment based on the final square footage of the Property as determined by reference to the Plat Approval. The title insurance commitment shall be on a form acceptable to Purchaser and shall include copies of all documents identified in the schedule of exceptions. A title insurance policy shall be delivered to Purchaser as soon as practicable after closing, and Purchaser shall pay the premium at closing.

b. Seller shall furnish to Purchaser, at Seller's expense, true copies of all leases, surveys, inspection results or other reports in Seller's possession pertaining to the Property, and shall disclose in writing to Purchaser all easements, liens, leases, licenses, or other matters not shown by the public records pertaining to t he Property known by or to Seller.

7. Title to the Property shall be merchantable in the Seller. Seller shall at Closing execute an affidavit concerning mechanic's liens. Seller, at no more than nominal expense, and subject to Purchaser being responsible for all costs of surveys, shall take all other steps necessary to obtain the deletion of the standard pre-printed exceptions found in the title commitment.

8. Purchaser shall have the right to inspect the Title Documents and the information provided by the Seller pursuant to Paragraph 4, and to conduct such other reviews as it deems necessary to determine the state of title to the Property. Should title not be merchantable as aforesaid, or should the title commitment include any exceptions which are not acceptable to Purchaser (even though such additional exceptions would not make the title unmerchantable), a written notice of the defects shall be given to the Seller by the Purchaser at least thirty (30) days prior to closing and Seller shall use reasonable efforts at no more than nominal expense to correct said defects prior to the date of closing. If Seller fails to correct any or all such defects prior to closing, the Purchaser, at its option, may complete the transaction notwithstanding the uncorrected defects or may, upon written notice to Seller, declare this Contract terminated, whereupon all earnest money and other things of value received hereunder shall be immediately returned to Purchaser, and both parties shall be released herefrom.

9. The date and time of closing shall be 10:00 a.m., Friday, _____, 2019, or such earlier date and time as may be set by mutual written agreement of the parties ("Closing"). In addition, the date of Closing may be extended by no more than 120 days solely if necessary to facilitate to facilitate completion of the Approved Plat or satisfaction of the condition precedent to closing set forth in Paragraph 31, below. The place of Closing shall be the offices of the Title Company or such other place as may be designated by mutual agreement of the parties.

10. Purchaser and Seller shall sign and complete all customary or required documents at or before closing. Settlement sheets for the closing shall be furnished by the Title Company to the Purchaser and Seller at least three (3) working days before the date set for closing. Costs and fees for real estate closing and settlement services shall be paid at closing fifty percent by Seller and fifty percent by Purchaser.

11. Any encumbrance required to be paid by Seller shall be paid at or before the time of Closing from the proceeds of this transaction or from any other source. All real property taxes levied against the Property shall be paid or shall be prorated as of 11:59 p.m. on the day preceding the Closing based upon the most recent assessments and mill levy and shall be final. Any apportionments which are not expressly provided for herein shall be made in accordance with customary practice in Boulder, Colorado.

12. At the time of closing and upon Purchaser's compliance with the terms and provisions of this Contract, Seller shall deliver:

a. A good and sufficient special warranty deed in a form acceptable to Purchaser, properly executed and acknowledged, conveying the Property free and clear of all liens, tenancies, and encumbrances except those set forth in Paragraphs 6.a. and b. above;

b. All instruments, certificates, affidavits, and other documents necessary to satisfy the requirements listed on Schedule B-1 of the title commitment;

c. An update of the title commitment, at Purchaser’s expense, showing title to the Property to be subject only to the permitted exceptions determined by Paragraphs 6-8, above.

d. A certification that the representations and warranties of Seller pursuant to Paragraph 16 continue to be true and correct as of the date of Closing;

e. Seller's closing costs and any other documents required by this Contract to be delivered by Seller to the Title Company or reasonably required by Purchaser or the Title Company in connection herewith.

13. At the time of Closing and, upon Seller's compliance with the terms and provisions of this Contract, Purchaser shall deliver:

a. The purchase price;

b. Purchaser's closing costs and any other documents required by this Contract to be delivered by Purchaser to the Title Company or reasonably required by Seller or the Title Company in connection herewith.

14. Possession of the Property shall be delivered to Purchaser on the date and time of closing. Prior to the date of delivery of possession, Seller shall at its expense remove from the Property any items of personal property owned by Seller.

15. Time is of the essence hereof. Accordingly:

a. If Purchaser should fail to perform according to the terms and conditions of this Contract, Seller may in writing declare this Contract terminated, in which event it shall be entitled to demand and receive Purchaser's earnest money deposit as liquidated damages. It is agreed that Seller's receipt of the earnest money deposit are liquidated damages and are Seller's sole and only remedy for Purchaser's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

b. If Seller is in default, Purchaser may elect to treat this Contract as terminated, in which case all earnest money and other things of value received hereunder shall be immediately returned to Purchaser, or Purchaser may elect to treat this Contract as being in full force and effect and Purchaser shall have the right to an action for specific performance or damages, or both. Anything to the contrary notwithstanding, in the event of any litigation or arbitration arising out of this Contract, the court may award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees.

REPRESENTATIONS AND WARRANTIES

16. Seller, RCL Land Company, LLC, hereby represents to the City of Louisville, Colorado, Purchaser, that as of the date of the signing of this Contract:

a. Seller has received no actual notice of, and has no other knowledge of, any litigation, claim or proceeding, pending or currently threatened, which in any manner affects the Property;

b. Seller has received no actual notice, and has no other knowledge of, any current, existing violations of any federal, state or local law, code, ordinance, rule, regulation, or requirement affecting the Property;

c. Seller has the full right, power and authority to transfer and convey the Property to the Purchaser as provided in this Contract and to carry out the Seller's obligations under this Contract;

d. To the best of Seller's knowledge, each and every document, schedule, item and other information delivered or to be delivered by the Seller to the Purchaser hereunder, or made available to the Purchaser for inspection hereunder, shall be true, accurate and correct;

e. To the best of Seller's knowledge, Seller has not entered into any agreements with any private persons or entity or with any governmental or quasi-governmental entity with respect to the Property that may result in liability or expenses to Purchaser upon the Purchaser's acquisition of all or any portion of the Property;

f. Seller has received no actual notice of any special assessments proposed as to the Property;

g. To the best of Seller's knowledge, the execution and delivery of this Contract and the performance of all of the obligations of the Seller thereunder will not result in a breach of or constitute a default under any agreement entered into by the Seller or under any covenant or restriction affecting the Property;

h. To the best of Seller's knowledge, Seller has not granted or created, and has no knowledge of any third parties who may have the right to claim or assert, any easement, right-of-way or claim of possession not shown by record, whether by grant, prescription, adverse possession or otherwise, as to any part of the Property except those roadways, if any, which are in place as of the date of execution hereof;

i. To the best of Seller's knowledge, no part of the Property has ever been used as a landfill, and no materials, including without limitation, asbestos, PCB's or other hazardous substances have ever been stored or deposited upon the Property which would under any applicable governmental law or regulation require that the Property be treated or materials removed from the Property prior to the use of the Property for any purpose which would be permitted by law but for the existence of said materials on the Property;

j. To the best of Seller's knowledge, no underground storage tank, as that term is defined by federal statute or Colorado statute, is located on the Property which under applicable governmental law or regulation is required to be upgraded, modified, replaced, closed or removed;

k. Seller has received no actual notice from any oil company or related business, of any intention to conduct operations for the drilling of any oil or gas well on the Property, whether such notice is in the form of a "thirty day notice" under the rules of the Oil and Gas Conservation Commission of the State of Colorado, a notice to commence earthwork for drilling operations, a notice for the location of access roads, or any other notice of any kind related to the conduct of operations for such drilling;

l. There are no leases, tenancies or rental or storage agreements relating to the Property or any part thereof which cannot be terminated by Seller on or prior to the date of closing; and

m. To the best of Seller’s knowledge, the Property is not subject to any prior or preemptive rights of purchase, any rights of first refusal or any similar rights; and

n. Seller is not a foreign person and is an entity registered with the State of Colorado. Therefore, withholding of Federal Income Tax and Colorado Income Tax from the amount realized will not be made by Purchaser. At closing, Seller shall execute and deliver a Certification prepared in conformance with IRS regulations under Section 1445 of the Internal Revenue Code and an Affirmation prepared in conformance with C.R.S. Section 39-22-604.5, if required by the Title Company.

17. Seller shall at the time of Closing certify in writing to the Purchaser that the above and foregoing representations and warranties remain true and correct as of the date of Closing, or the above-referenced Seller shall certify which representations and warranties no longer remain true and correct. In the event Seller shall assign sell, or convey any interest in the Agreement, such successor

or assign shall at the time of closing further deliver to Purchaser a statement making the foregoing representations and warranties directly to Purchaser.

INSPECTION

18. Purchaser, at all times during the term of this Contract, shall have access to the Property for the purpose of conducting tests, studies, and surveys thereon, including without limitation, soil and subsoil tests. Purchaser may have performed at its option and/or expense the following inspections:

a. Soil and percolation tests;

b. Inspections of the Property including the land and the interior/exterior of all structures and improvements, and inspection for asbestos, PCB's, underground tanks, or other hazardous substances; and

c. Any other tests and/or studies deemed necessary by Purchaser which do not materially damage the Property, including but not limited to an environmental assessment.

d. Purchaser shall be responsible for all claims and liability for damages, loss or expenses caused by, or any injury or death to any person or damage to property, including to the Property itself, which is connected with or results from the entry upon the Property by Purchaser its employees, contractors or agents, for the inspections permitted herein, unless caused by the sole negligence of Seller.

The environmental assessment and other inspections of the Property must be satisfactory to the Purchaser in its sole discretion. If such an assessment or inspection is not satisfactory to the Purchaser, a written notice of inspection defects shall be given to the Seller by the Purchaser at least thirty (30) days prior to Closing and Seller shall use reasonable efforts at no more than nominal expense to correct said defects at Seller's expense prior to the date of Closing. If Seller fails to correct any or all such defects prior to Closing, the Purchaser, at its option, may complete the transaction notwithstanding the uncorrected defects or may terminate this Contract as provided in Paragraph 20.

19. Purchaser shall promptly provide to Seller copies of the reports and results of all such tests, inspections, and studies following the receipt of same by Purchaser. Any inspections conducted by Purchaser shall not mitigate or otherwise affect Seller's representations and warranties, as set forth herein.

20. In addition to all other rights and remedies of the Purchaser and the Seller as set forth and provided for in this Contract, the Seller agrees that the Purchaser shall have the right to terminate this Contract and to make the same of no further force and effect:

a. If the representations and warranties of the Seller as set forth and provided for in Paragraph 16 above are not true and correct as of the date of the closing of this transaction; or

b. If Purchaser determines, in its sole discretion, that the cost to manage, treat, abate, or remove any hazardous substances found on the Property is uneconomical as a result of any conditions disclosed by inspections conducted hereunder; or

c. If any part of the Property is condemned, or if proceedings for such condemnation are commenced or notice of condemnation is received by Seller from a condemning authority other than Purchaser prior to the date of closing on the Property; or

d. If Purchaser determines in its sole discretion, and based on any inspections conducted pursuant to Paragraph 18, that there exists a unsatisfactory physical condition of the Property; or

e. In the event any action whatsoever is commenced to defeat or enjoin the Purchaser's performance under this Contract (except that such action cannot be commenced by Purchaser); or

21. If Purchaser elects to terminate the Contract pursuant to Paragraph 20, Purchaser shall provide written notice to Seller declaring this Contract terminated, whereupon all earnest money and other things of value received hereunder shall be immediately returned to Purchaser, and both parties shall be released herefrom. Purchaser shall exercise its rights to terminate under Paragraphs 20.b and 20.d, if at all, at least twenty (20) days prior to closing. Purchase may exercise its rights to terminate under Paragraphs 20.a, 20.c and 20.e at any time prior to closing.

REAL ESTATE COMMISSION

22. Neither party has engaged the services of any real estate agent or broker, and no commission is owed by either party in this transaction.

NO DEVELOPMENT

23. Seller agrees that during the term of this Contract and through the date of delivery of possession of the Property to Purchaser, Seller shall not develop the Property in any manner, including without limitation, constructing any improvements or structures on the Property, leasing mineral rights for the Property, or disturbing the surface of the Property except for routine maintenance.

TAX CONSEQUENCES

24. Seller acknowledges that neither the Purchaser, nor any of its agents or attorneys have made any representations as to the tax treatment to be accorded to this Contract or to any proceeds thereof by the Internal Revenue Service under the Internal Revenue Code or by the tax officials of the State of Colorado under Colorado tax law.

AGREEMENT TO SURVIVE CLOSING

25. The parties hereto agree that, except for such of the terms, conditions, covenants, and agreements hereof which are, by their very nature fully and completely performed upon the closing of the purchase-sale transaction herein provided for, all of the terms, conditions, representations, warranties, covenants, and agreements herein set forth and contained, shall survive the closing of any purchase-sale transaction herein provided for and shall continue after said closing to be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

NOTICE

26. Whenever notice is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailed to the party entitled thereto, by hand delivery, facsimile transmission, e-mail or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If e-mailed or faxed, said notice shall be effective upon receipt as evidenced by sender's transmission receipt. If mailed, said notice shall be effective and complete three (3) days after mailing. Until changed by notice in writing, notice shall be given as follows:

To the Purchaser:	City Manager City of Louisville 749 Main Street Louisville, CO 80027 e-mail: HeatherB@louisvilleco.gov fax: 303-335-4550
To the Seller:	RCL Land Company, LLC Attn: Robert W. Lathrop P.O. Box 715 Louisville, CO 80027 e-mail: rentcent@comcast.net

MISCELLANEOUS

27. This Contract, and Exhibit A and B to this Contract, constitute the entire understanding between the Seller and the Purchaser with respect to the subject matter, may be amended only in writing by all parties, and are binding upon the agents, personal representatives, heirs, lessees, assigns, and all other successors in interest to the parties.

28. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable.

29. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

30. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

31. Purchaser's obligations hereunder are expressly conditioned upon adoption by the City Council of the City of Louisville of an ordinance authorizing the purchase of the Property. In the event such ordinance is not adopted and effective prior to July 1, 2019, Purchaser may, at its option, terminate this Contract by written notice to Seller on or prior to such date and in such case this Contract shall terminate, all earnest money shall be returned to Purchaser, and both parties shall be released from all liability and further obligations hereunder. In the event Purchaser does not exercise such right of termination, then upon written request of Purchaser, Seller agrees to extend the date of closing for a period of not more than sixty (60) days to facilitate satisfaction of the foregoing condition precedent.

32. The parties agree that if any temporary construction easement is needed on Seller's Land outside the Property to facilitate the Purchaser's completion of trail, underpass and other improvements on the Property and adjacent property and Highway 42 right-of-way (the "Project"), then such temporary construction easement shall be by separate instrument with consideration.

33. The parties agree that the Project will impact the existing fence on the south boundary of Seller's Land, the existing garden and three-rail fence running north-south on the east frontage of Seller's land, two existing parking spaces, and the existing Louisville Boat RV Storage sign, and will cause the Seller to incur other miscellaneous expenses. As full consideration for such impacts and expenses, the Seller and Purchaser agree the City shall pay Seller $15,075, as follows:

a. Within thirty (30) days after Closing, Seller shall contract to have approximately 160 feet of existing six (6) strand high tensile fence removed from the eastern portion of the south property line of Outlot A and new terminal posts installed on the eastern portion of remaining fence within Lot 1A. Upon completion of the removal of the fencing, installation of the terminal posts, and Seller's submission of invoices thereof, the City shall pay the Seller the amount of $1,550 as full consideration for that portion of the fence relocation work.

b. At the time of substantial completion of the Project, the Seller will contract with a fence company of its choosing to install a new section of six (6) strand high tensile fence from the west corner of Outlot A and the south property line of Lot 1A, northeast along the diagonal section of Outlot A to the existing drainage outflow, such fence being a distance of approximately 145 feet. Upon completion of the fence and Seller's submission of invoices therefor, the City shall pay the Seller amount of $2,050.00 as full consideration for all work and impacts associated with the fence. The City shall have no obligation to reimburse the Seller for the fence if not installed within 12 months after substantial completion of the Project.

c. At the time of substantial completion of the Project, the Seller will contract with a company of its choosing for a new rose garden and three-rail fence to be installed along the east property line of Lot 1A. The parties acknowledge such work will include the following: remove a section of lawn approximately 4 feet by 155 feet, install approximately 152 feet of new post and three-rail fence, install new drip system under the fence, install new heavy duty weed barrier under entire fence, install approximately 300 feet of 4-inch galvanized steel edging, plant 20 CL/Ramblin Red rose bushes on east side of rail fence, install approximately 9 tons of red/rose aggregate over the weed barrier; install 7 new maxi-paw sprinkler heads (4 north of drive and 3 south) and connect same to existing lawn sprinkler system, with all labor and materials and refuse disposal. Upon completion of the garden fence and Seller's submission of invoices therefor, the City shall pay the Seller amount of $9,895.00 as full consideration for all work and impacts associated with the garden and three-rail fence. The City shall have no obligation to reimburse the Seller for the garden and three-rail fence if not installed within 12 months after substantial completion of the Project. Upon completion of the new garden and three-rail fence, the Seller or its successor owners of Lot 1A shall be solely responsible for all maintenance of the garden and fence, including without limitation all watering costs.

d. The Seller will contract with a sign company of its choosing to remove the existing Louisville Boat RV Storage sign and pole base and re-install the sign and base (or build a new sign base and install the existing sign in a new frame) in a location approximately 24 feet west of the current location, on property to be retained by Seller. Upon completion of the sign relocation and Seller's submission of invoices therefor, the City shall pay the Seller amount of $500 as full consideration for all work and impacts associated with the sign. Upon completion of sign relocation, the Seller at its successors shall be solely responsible for all maintenance of the sign.

e. As full consideration for miscellaneous expenses, including installing a new mailbox, placing rip-rap back in drainage, and general cleanup, grading and replanting on retained land after completion of the Project, the City shall pay the Seller $310.00.

f. Within thirty (30) days after Closing, Seller shall contract for delivery of fifteen (15) tons of class 6 road base material to be placed where two (2) parking pads will be constructed by Seller to replace the current spaces to be lost due to construction of the Project. Upon completion of the construction of the two (2) new parking pads and Seller's submission of invoices therefor, the City shall pay the Seller the amount of $770.00 as full consideration for that portion of the relocation project.

34. Prior to substantial construction of the Project (substantial construction being a construction level that will impact ingress and egress from Seller's property to Highway 42) the Purchaser agrees to have constructed and completed for use by Seller's customers, at Purchaser's sole expense, a driveway on the west end of Lot 1A, in accordance with the plans attached hereto and incorporated herein as Exhibit B. All existing fences shall be restored to the original condition if disturbed, damaged or removed as part of the driveway construction. The Purchaser agrees to have the SW corner pin of Lot 2A re-established after construction of the driveway is completed at no cost to the Seller.

35. The undersigned signatory of Seller represents and warrants that it has been duly authorized to execute this Agreement on behalf of Seller and has full power and authority to bind Seller to the provisions hereof.

36. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The parties agree that venue for any action concerning or relating to this Agreement shall be the Boulder County District Court, and in no other court.

37. Special Taxing Districts Disclosure. **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.**

IN WITNESS WHEREOF, Seller and Purchaser have executed this Contract on the dates stated in their respective acknowledgements intending that this Contract be effective as of the day and year first above set forth.

PURCHASER:
CITY OF LOUISVILLE, COLORADO,
a Colorado Home Rule Municipal Corporation

By:_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

Acknowledgment

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robert P. Muckle, Mayor of the City of Louisville.

Witness my hand and official seal.

My commission expires on: _____

_____
Notary Public
_____
Address
_____

(SEAL)

4/12/19

SELLER:
RCL LAND COMPANY, LLC

By:_____
Robert W. Lathrop, Manager

Acknowledgment

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Robert W. Lathrop, as Manager of RCL Land Company, LLC.

Witness my hand and official seal.

My commission expires on: _____

_____
Notary Public

_____
Address

(SEAL) _____

EXHIBIT A

Davidson Highline Subdivision Replat 2

EXHIBIT B
Driveway Construction Plans

03701284
02/08/2019 10:03 AM Page 1 of 2
RF: $22.00 DF: $0.00
Boulder County Clerk, CO

DAVIDSON HIGHLINE SUBDIVISION REPLAT 2

A REPLAT OF LOTS 1A, 2A
DAVIDSON HIGHLINE SUBDIVISION REPLAT AND TRACT Q, TAKODA
SE 1/4 SECTION. 5, T1S, R69W OF THE 6TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

LEGEND

	PUBLIC LAND CORNER FOUND
○	FOUND MONUMENT AS NOTED
●	FOUND OR SET #5 REBAR WITH 1" RED PLASTIC CAP STAMPED SCOTT COX ASC PLS 24302 (P&C) (UNLESS NOTED)
△	CONTROL POINT
(R)	RECORD COURSE PER LEGAL DESCRIPTION
(M)	MEASURED COURSE PER THIS SURVEY
(S34°08'29"W 0.08')	RECORD OR CALCULATED POSITION TO FOUND MONUMENT

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER OF A TRACT OF LAND LOCATED IN SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS

LOT 1A, DAVIDSON HIGHLINE SUBDIVISION REPLAT, COUNTY OF BOULDER, STATE OF COLORADO

LOT 2A, DAVIDSON HIGHLINE SUBDIVISION REPLAT, COUNTY OF BOULDER, STATE OF COLORADO

TRACT Q, TAKODA, COUNTY OF BOULDER, STATE OF COLORADO

AREA=4.986 ACRES

HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF DAVIDSON HIGHLINE SUBDIVISION REPLAT 2, A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE CITY OF LOUISVILLE AND THE PUBLIC, THE STREETS AND RIGHTS-OF-WAY AS SHOWN ON THE ACCOMPANYING PLAT FOR THE PUBLIC USE THEREOF FOREVER AND DOES FURTHER DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS ACCESS EASEMENTS, AND DESIGNATED AS UTILITY EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERETO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY ITEM SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES AND/OR U.S. CENTURY LINK, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.

VICINITY MAP
SCALE: 1" = 1000'

NOTES

1. THE BASIS OF BEARINGS IS THE NORTHERLY LINE OF KESTREL SUBDIVISION BETWEEN THE FOUND MONUMENTS SHOWN HEREON AND BEARS N89°58'52"W PER KESTERL SUBDIVISION.
2. THE SIZE AND TYPE OF MONUMENTS FOUND ARE SHOWN HEREON.
3. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. CRS-13-80-105 (3)(a)
4. THIS PROPERTY LIES WITHIN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP, BOULDER COUNTY, MAP NUMBER 08013C0582 J, MAP REVISED: DECEMBER 18, 2012.
5. LAND TITLE GUARANTEE COMPANY, INFORMATION BINDER NO. AB2705780B6 DATED 07-14-18. WAS SOLELY RELIED UPON FOR RECORDED RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS PLAT.
6. THE PURPOSE OF OUTLOT A IS TO CONVEY THIS PROPERTY TO THE CITY OF LOUISVILLE.

MORTGAGE INTEREST HOLDER CONSENT TO DEDICATION

MORTGAGEE CONSENTS TO DEDICATION: THE UNDERSIGNED HOLDERS OF MORTGAGE INTERESTS AND LIENS AGAINST THE PROPERTY OFFERED FOR DEDICATION AND TRANSFER TO THE PUBLIC AND CITY OF LOUISVILLE HEREBY CONSENTS TO AND APPROVES OF SUCH DEDICATION AND TRANSFER AND HEREBY SUBORDINATES AND RELEASES ITS INTEREST TO SUCH DEDICATED AND TRANSFERRED PROPERTY.

IN WITNESS WHEREOF: WE DO HERELINTO SET OUR HANDS AND SEALS THIS _____ DAY OF _____ , _____

_____

STATE OF_____)
)SS
COUNTY OF_____)

WITNESS MY HAND AND SEAL.

PLANNING COMMISSION CERTIFICATE

RECOMMENDED APPROVAL THIS 16th DAY OF JANUARY, 2019 BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 2 SERIES 2019

CITY COUNCIL CERTIFICATE

APPROVED THIS 22 DAY OF JANUARY, 2019 BY THE CITY COUNCIL OF CITY OF LOUISVILLE, COLORADO. RESOLUTION NO. 4 SERIES 2019

MAYOR CITY CLERK

CITY OF LOUISVILLE SEAL COLORADO

OWNERS CERTIFICATE

RCL LAND COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY

BY January 23, 2019
DATE

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24TH DAY OF January, 2019, BY Rob Lathrop

WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES: 9/23/2022.

[SEAL]

DANNA M. BURGESS
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20044018851
MY COMMISSION EXPIRES SEP 23, 2022

NOTARY PUBLIC

SURVEYING CERTIFICATE

I, A. JOHN BURI, DO HEREBY CERTIFY THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF "DAVIDSON HIGHLINE SUBDIVISION REPLAT 2" AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE TRACTS STAKED UPON THE GROUND IN COMPLIANCE WITH ARTICLES 50-53 OF TILE 38, COLORADO REVISED STATUTES GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 5th DAY OF February, 2019 A.D.

A. JOHN BURI
24302
STATE OF COLORADO
LAND SURVEYOR

A. JOHN BURI, P.L.S.
COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR NO. 24302
FOR AND ON BEHALF OF SCOTT, COX & ASSOCIATES, INC.

CLERK & RECORDER'S CERTIFICATE

STATE OF COLORADO)
)SS
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE AT 8:04 O'CLOCK A.M., THIS 8th DAY OF February, 2019 AND IS RECORDED UNDER RECEPTION # 03701284 FEES PAID $ 22.00

Hella Fitzpatrick
COUNTY CLERK AND RECORDER

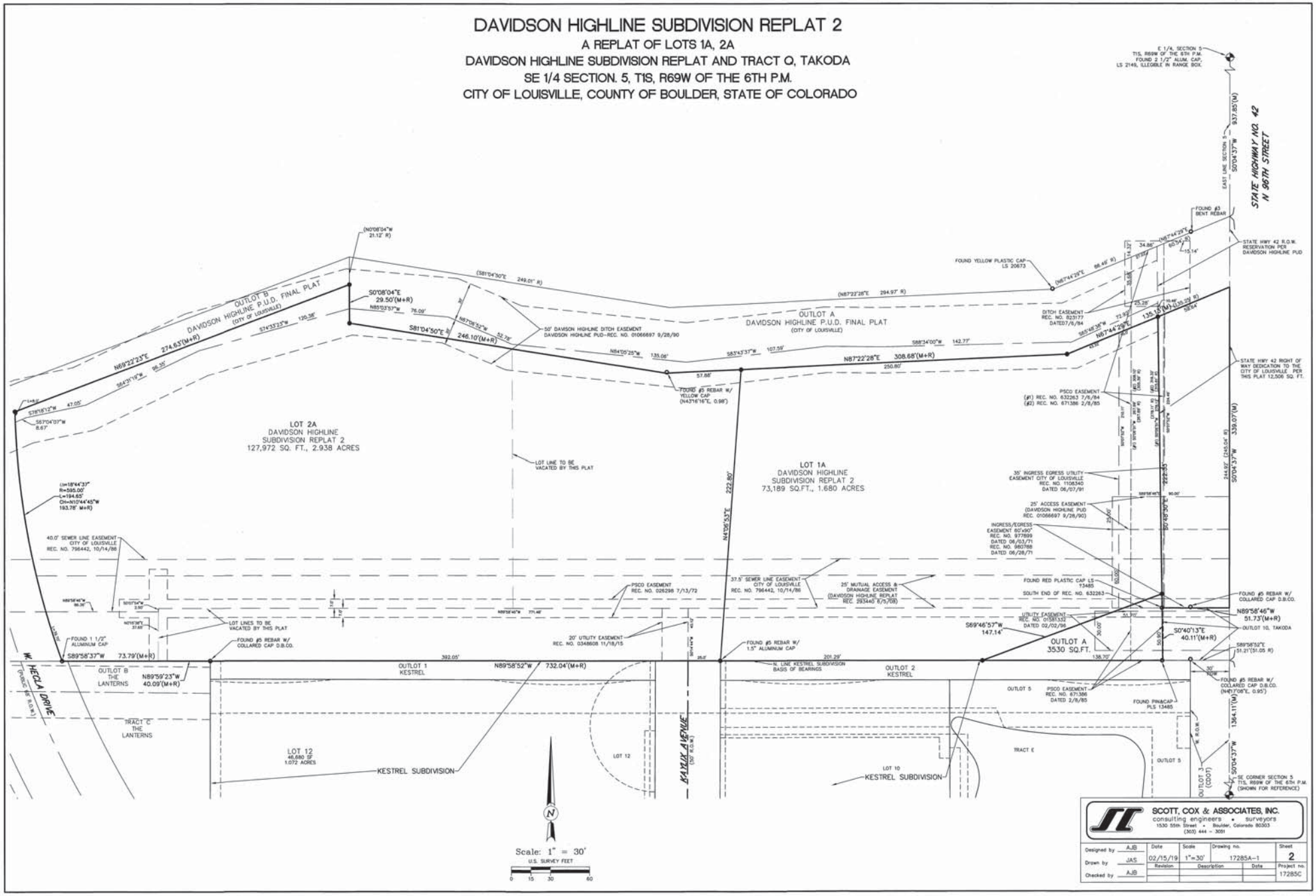
DEPUTY

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 - 3051

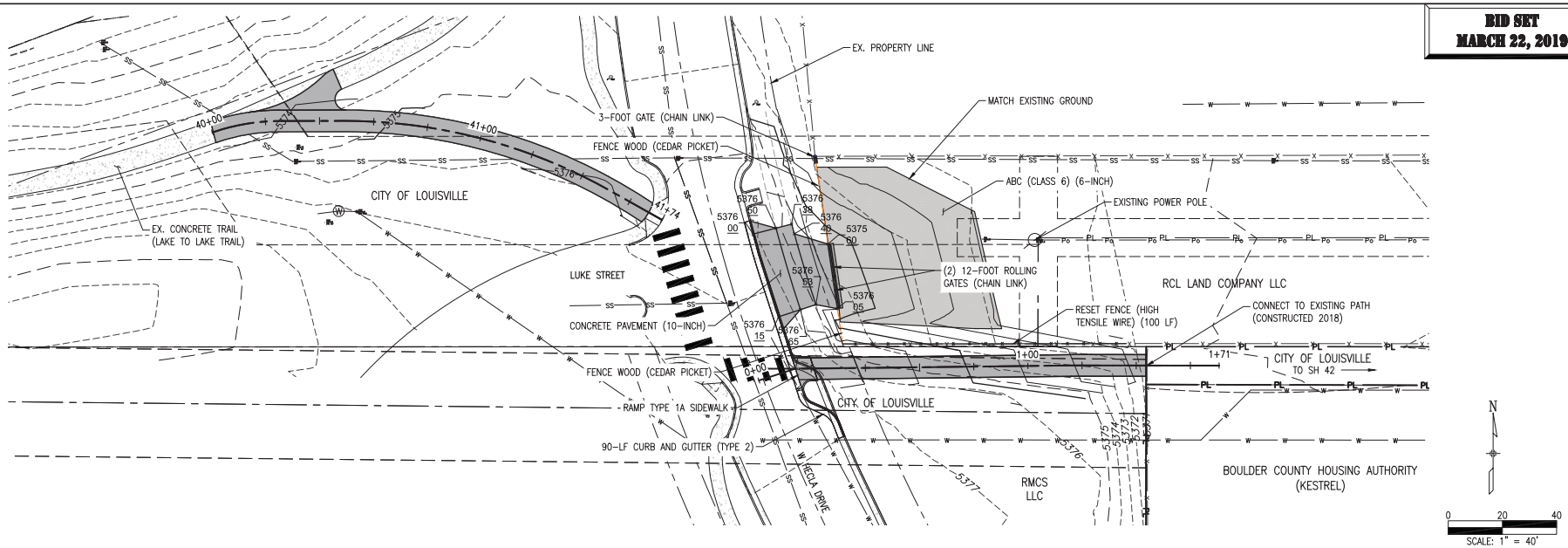
Designed by AJB	Date	Scale	Drawing no.	Sheet
Drawn by JAS	01/15/19	AS SHOWN	17285A-1	1
Checked by AJB	Revision	Description	Date	Project no. 17285C

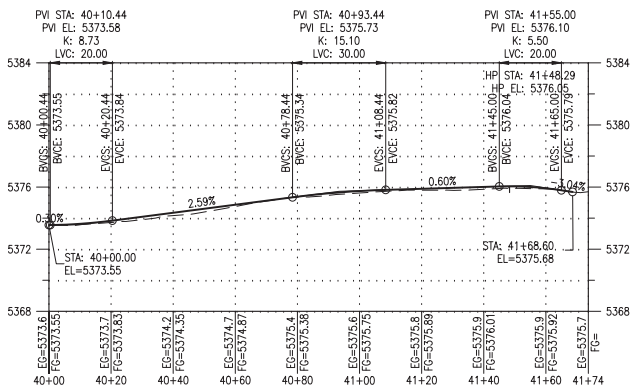
DAVIDSON HIGHLINE SUBDIVISION REPLAT 2

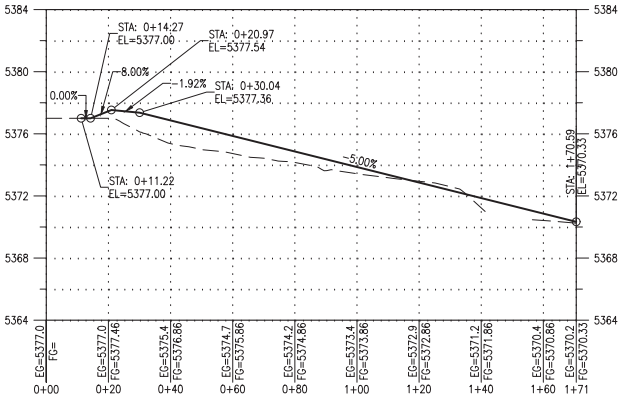
A REPLAT OF LOTS 1A, 2A
DAVIDSON HIGHLINE SUBDIVISION REPLAT AND TRACT Q, TAKODA
SE 1/4 SECTION. 5, T1S, R69W OF THE 6TH P.M.
CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO



BID SET
MARCH 22, 2019







Print Date: Mar 20, 2019	Sheet Revisions			As Constructed	SH 42 UNDERPASS PLAN & PROFILE (PATH 4)	Project No./Code
File Name: 17114 (52) Plan & Profile (Path 4).dwg	Date:	Comments	Init.	No Revisions:		201528-660067
Horiz. Scale: As Noted Vert. Scale: As Noted				Revised:	Designer: SJB / Structure Numbers	
Unit Information Unit Leader Initials				Void:	Detailer: LX	
					Sheet Subset: / Subset Sheets:	Sheet Number 56

Loris A DIVISION OF OTAK — City of Louisville COLORADO • SINCE 1878

G:\7.2 Clients\071 - CI Louisville\17114 - SH 42 Underpass\50 DWG\17114 (52) Plan & Profile (Path 4).dwg Mar 20, 2019 - 5:31pm

RESOLUTION NO. 16
SERIES 2019

A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE CITY'S ACQUISTION OF PROPERTY LEGALLY DESCRIBED AS OUTLOT A, DAVIDSON HIGHLINE SUBDIVISION REPLAT 2

WHEREAS, the City of Louisville desires to acquire certain real property generally located on the west side of State Highway 42 (North 96th Street), between Hecla Drive and Summit View Drive, which property is owned by RCL Land Company, LLC, and is legally described as Outlot A, Davidson Highline Subdivision Replat 2 (the "Property"); and

WHEREAS, the owner of the Property desires to sell the Property to Louisville, and there has been submitted to City Council a Purchase Contract to Buy and Sell Real Estate ("Purchase Contract") for sale and purchase of the Property upon terms and conditions mutually agreeable to the City and owner; and

WHEREAS, the City Council by this Resolution desires to approve the Purchase Contract and approve other actions in connection with the acquisition of the Property.

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

Section 1. That certain Contract to Buy and Sell Real Estate between the City of Louisville and RCL Land Company, LLC, for the City's acquisition of the Property (the "Purchase Contract"), a copy of which Purchase Contract accompanies this Resolution, is hereby approved.

Section 2. The Mayor is authorized to execute the Purchase Contract, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Purchase Contract as he determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Purchase Contract are not altered.

Section 3. The Mayor, City Manager, City Clerk and City Staff are further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Purchase Contract, and are further authorized to execute and deliver any and all documents necessary to effect the purchase of the Property under the terms and conditions of said Purchase Contract, including but not limited to execution and delivery of closing documents required by the Purchase Contract or the title company in connection with closing.

Section 4. All actions heretofore taken (not inconsistent with the provisions hereof) by or on behalf of the City by the officers or agents of the City and relating to the Purchase Contract and the acquisition of the Property are hereby ratified, approved and confirmed.

PASSED AND ADOPTED this 7th day of May, 2019.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Meredyth Muth, City Clerk

SUBJECT: **DISCUSSION/DIRECTION/ACTION – CONSTRUCTION CONTRACT WITH HAYWARD BAKER INTERNATIONAL FOR COYOTE RUN SLOPE MITIGATION AND CONSTRUCTION MANAGEMENT FUNDS WITH TERRACON FOR CONSTRUCTION OBSERVATION AND POST CONSTRUCTION MONITORING**

DATE: **MAY 7, 2019**

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

SUMMARY:

Staff is recommending a $500,000 sole source contract with Hayward Baker for Coyote Run Open Space slope mitigation in the area North of West Sagebrush Court with a contingency of $50,000. Staff is also recommending continued use of Terracon for construction management and post construction monitoring in an amount not to exceed $40,000.

Phase 1 Design was approved by Council on August 21, 2018 to support moving the project forward to a Phase 2 construction contract for City Council approval. (http://www.louisvilleco.gov/Home/ShowDocument?id=20513). Hayward Baker at that time provided a preliminary design/build proposal totaling $550,000 that included design costs. Hayward Baker has completed the design of proposed improvements for $50,000. The final designed slope mitigation improvements are projected to cost $500,000.

In 2013, record setting rain created a small landslide on the Coyote Run Open Space just North of West Sagebrush Court. Since that time, staff has reviewed and monitored the landslide activity which has slowly expanded through settlement and erosion.

Geotechnical testing, investigation, and historical document discovery has determined that under drains appear to exist in the area from previous slope failures that took place soon after subdivision construction in the early 1990's. Given that information, the project team consisting of Hayward Baker and Terracon has determined that complete slope mitigation was the most realistic course of action.

Field measurements indicate very slight ongoing movement of soil along the disturbed slope area. Terracon does not suggest there is an immediate risk of a major failure but does suggest that over time the slope failure will slowly work its way upslope due to natural erosion over time.

Hayward Baker, which specializes in geotechnical construction, completed a design that will:

- Install a drilled shaft retaining system above the landslide to stop any additional upslope movement or erosion.
- Regrading and reseeding of the current slide area.
- Provide a 3 Year Warranty for movement.

Hayward Baker has indicated that once mobilized mitigation efforts would take 8-14 weeks. Currently, Hayward Baker has availability to begin construction work in late May/early June weather permitting.

Hayward Baker was solicited based upon being a known expert and large contractor in the field of Geotechnical construction. There are very few companies that provide this type of work on a regular basis.

Terracon was previously hired through a competitive RFP process to provide independent geotechnical engineering review, additional study, and monitoring of the slide area. Terracon's post monitoring work will ensure Hayward Baker improvements are performing within an agreed upon movement tolerance above the stabilization system of ½" over a 3 year warranty period.

The Hayward Baker warranty provides for performance standards above the coupled steel shaft pier system. Areas below the system that are proposed to be regraded and seeded could still move over time. This does not affect the performance of the stabilization system or safety of any homes in the area. To complete work that stabilizes the entire slope so that there is zero movement across the area would cost significantly more/much greater order of magnitude, if even possible. The proposed improvements balance cost with safety for structures above the slope.

FISCAL IMPACT

The 1st Quarter Budget Amendment includes $600,000 in funding requests from 50% Open Space Fund and 50% Capital Projects Fund.

Description	Cost
Hayward Baker Design (Complete)	$50,000
Hayward Baker Construction (Proposed)	$500,000
Hayward Baker Total	**$550,000**
Additional Terracon CM and Monitoring (Proposed)	$40,000
Contingency (Future Budget Amendment if Needed)	$50,000
Total	**$640,000**

RECOMMENDATION:
Staff recommends approving the City Manager and Public Works and Utilities Director to finalize a construction contract with Hayward Baker Not to Exceed $500,000 and a Construction Management and Post Construction Monitoring contract with Terracon Not to Exceed $40,000.

ATTACHMENT(S):
1. Hayward Baker Drilled Shaft and Underdrain Plans
2. Hayward Baker Grading Plans
3. Hayward Baker Design Narrative
4. Hayward Baker Performance Warranty
5. Presentation

Coyote Run Open Space

North of Highway 34, 583-597 West Sagebrush Court
Louisville, Colorado

Drilled Shafts for Landslide Stabilization

Sheet-1. Drilled Shafts - Cover
Sheet-2. Drilled Shafts - Locations
Sheet-3. Drilled Shafts - Typical Section
Sheet-4. Drilled Shafts - Details

RJ Engineering & Consulting, Inc.
3082 Evergreen Parkway, Suite E
Evergreen, CO 80439
Phone: (303) 917-5917

Set Revisions

Date	Revision/Issue	Checked by

Designed For: **Hayward Baker, Inc.**

Project Number: **18-043B-D1**

Designed by: **BPA** Date: **January 31, 2019**

Drilled Shafts
Cover

Project: **Coyote Run Open Space Landslide Stabilization**

Sheet Number: **1 of 4**

N

50 0 25 50

SCALE: 1" = 50'

COLORADO REGISTERED PROFESSIONAL ENGINEER
BENJAMIN PAUL ARNDT
35195
1/31/19

Notes:
1. Base plan by Topographic dated 08-27-18.

RJ Engineering & Consulting, Inc.
3082 Evergreen Parkway, Suite E
Evergreen, CO 80439
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Sheet Revisions

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Designed For: **Hayward Baker, Inc.**

Project Number: **18-043B-D1**

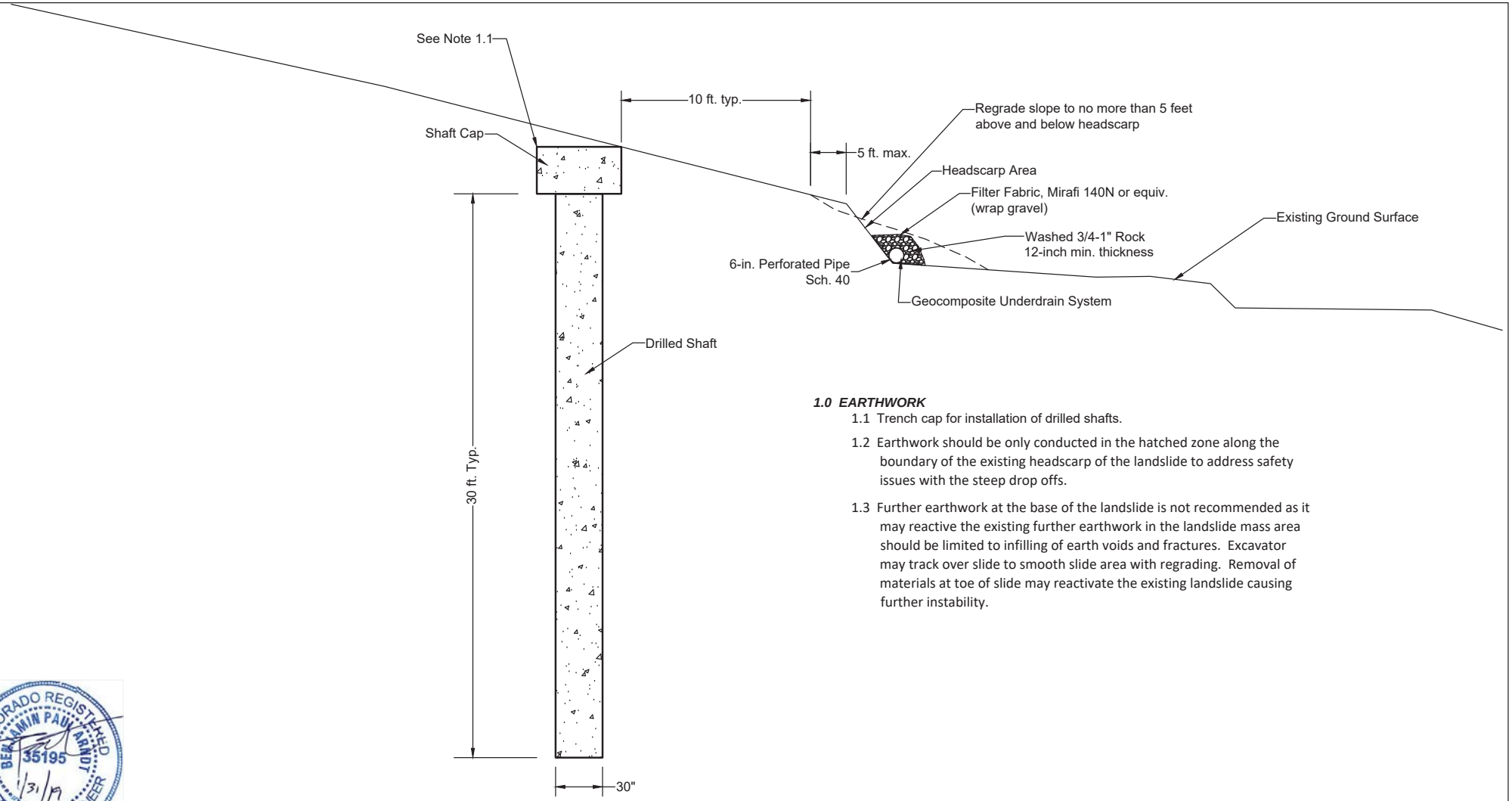
Designed by: **BPA**

Date: **January 31, 2019**

Drilled Shafts Locations

Project: **Coyote Run Open Space Landslide Stabilization**

Sheet Number: **2 of 4**



1.0 EARTHWORK

1.1 Trench cap for installation of drilled shafts.

1.2 Earthwork should be only conducted in the hatched zone along the boundary of the existing headscarp of the landslide to address safety issues with the steep drop offs.

1.3 Further earthwork at the base of the landslide is not recommended as it may reactive the existing further earthwork in the landslide mass area should be limited to infilling of earth voids and fractures. Excavator may track over slide to smooth slide area with regrading. Removal of materials at toe of slide may reactivate the existing landslide causing further instability.

RJ Engineering & Consulting, Inc.
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Evergreen, CO 80439
Phone: (303) 917-5917

Sheet Revisions

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Designed For: **Hayward Baker, Inc.**

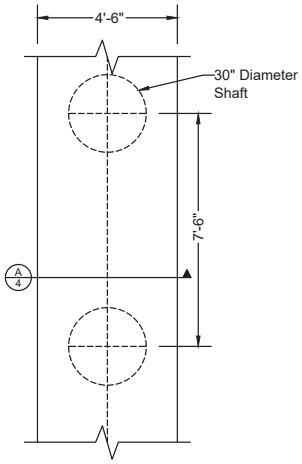
Project Number: **18-043B-D1**

Designed by: **BPA** Date: **January 31, 2019**

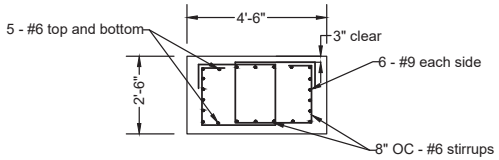
Drilled Shafts Typical Section

Project: **Coyote Run Open Space Landslide Stabilization**

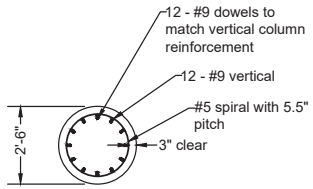
Sheet Number: **3 of 4**



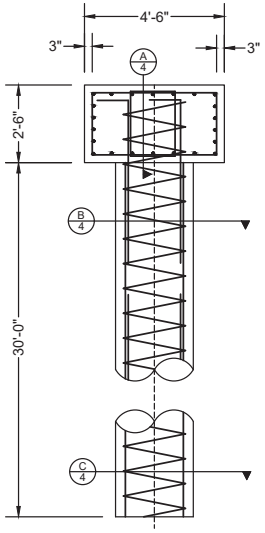
PLAN



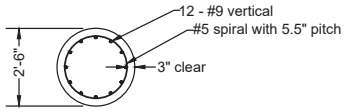
PILE CAP
Section A



DRILLED SHAFT
Section B



SECTION



DRILLED SHAFT
Section C

1.0 MATERIALS

1.1 Drilled Shafts shall consist of a minimum 30 inch diameter.

1.2 Concrete f'c = 4500 psi min. at 28 days (Class D)

1.3 Rebar minimum Grade 60 bar.

2.0 INSTALLATION

2.1 Installation in accordance with Drilled Shaft Special Provisions

2.2 Install drilled shafts to the depths shown in the Plans.

3.0 DESIGN DATA

3.1 Drilled Shafts designed in general accordance with: FHWA-NHI-10-016 - FHWA GEC 010 Drilled Shafts and AASHTO 6TH EDITION OR LATER.

3.2 The Drilled Shaft Mitigation System is designed and intended to limit the headward movement and migration of the existing landslide head scarp towards the residential structures. The mitigation system is not designed or intended to support structures, withstand significant earthquake events, or act as a retaining wall system.

3.3 Global Stability Design Assumptions:

3.3.1. The overall FS of the slope prior to the landslide failure was likely 1.01 to 1.10 for the clay materials encountered at the site during drilling. The current overall slope is likely at a FS between 1.1 to 1.2.

3.3.2. The pre-existing global stability Factor of Safety (FS) prior to landslide movement was 0.99-1.00.

3.3.3. Post Landslide FS with buttressing effect of toe: 1.03-1.05 (to date no significant inclinometer movement has been provided to us).

3.3.4. FS design used for mitigation is FS > 1.30 for potential landslide failures migrating 20 to 30 feet above the drilled shafts.

3.3.5. The mitigation system improves the FS locally above the mitigation system but does not improve the FS of the entire slope from residential structures to the drainage channel as that is beyond the scope and budgetary constraints of the project.

3.3.6. Temporary construction surcharge loadings during drilled shaft installation with anticipated equipment has a negligible decrease to the overall FS.

3.3.7. The current landslide mitigation design does not attempt to mitigate potential landslide movement below the drilled shaft system. Based on analysis, the landslide buttressed itself and is at a FS of 1.05 which implies further movement may occur with higher ground water levels, and the landslide materials may creep over time.

4.0 ADDITIONAL PROVISIONS

4.1 This design is valid only for this site and is to be constructed by Hayward Baker only.

4.2 Others are responsible for field locating all nearby utilities. Conflicting utilities may require redesign at RJ Engineering's discretion.

4.3 RJ Engineering is not responsible for quality control, quality assurance, changed conditions or problems resulting from improper construction techniques.

4.4 RJ Engineering is not responsible for construction site safety.

4.5 RJ Engineering is not responsible for field layout of drilled shafts and cap.

5.0 REINFORCEMENT

5.1 Development Lengths
- #9 bar: 43"
- #6 bar: 26"

5.2 Splice Lengths
- #9 bar: 73"
- #6 bar: 43"
- #6 spirals: 36"

5.3 Hook Lengths
- #9 bar for 90 degree bend: 14"
- #6 stirrup for 90 degree bend: 9"
- #6 stirrup for 135 degree bend: 5"

COLORADO REGISTERED PROFESSIONAL ENGINEER
BENJAMIN PAUL ARNDT
35195
1/31/19

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Phone: (303) 917-5917

Sheet Revisions

Date	Revision/Issue	Checked by

Designed For: Hayward Baker, Inc.

Project Number: 18-043B-D1

Designed by: BPA

Date: January 31, 2019

Drilled Shafts Details

Project: Coyote Run Open Space Landslide Stabilization

Sheet Number: 4 of 4

COYOTE RUN OPEN SPACE

SLOPE STABILIZATION

GRADING, EROSION, AND SEDIMENT CONTROL PLAN

GENERAL NOTES:

1. THE CITY OF LOUISVILLE ENGINEERING DIRECTOR SIGNATURE AFFIXED TO THIS DOCUMENT INDICATES THE ENGINEERING DIVISION HAS REVIEWED THE DOCUMENT AND FOUND IT IN GENERAL CONFORMANCE WITH THE CITY OF LOUISVILLE ROADWAY DESIGN AND CONSTRUCTION STANDARDS AND THE CITY OF LOUISVILLE SUBDIVISION RESOLUTION OR ACCEPTED VARIANCES TO THOSE REGULATIONS. THE CITY OF LOUISVILLE ENGINEERING CHAPTER 3 – SUBMITTAL REQUIREMENTS FOR CONSTRUCTION DOCUMENTS CITY OF LOUISVILLE ROADWAY DESIGN AND CONSTRUCTION STANDARDS PAGE 3-2 DIRECTOR, THROUGH ACCEPTANCE OF THIS DOCUMENT, ASSUMES NO RESPONSIBILITY, OTHER THAN STATED ABOVE, FOR THE COMPLETENESS AND/OR ACCURACY OF THESE DOCUMENTS. THE OWNER AND ENGINEER UNDERSTAND THAT THE RESPONSIBILITY FOR THE ENGINEERING ADEQUACY OF THE FACILITIES DEPICTED IN THIS DOCUMENT LIES SOLELY WITH THE PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF COLORADO WHOSE STAMP AND SIGNATURE IS AFFIXED TO THIS DOCUMENT.

2. ALL CONSTRUCTION SHALL CONFORM TO CITY OF LOUISVILLE STANDARDS. ANY CONSTRUCTION NOT SPECIFICALLY ADDRESSED BY THESE PLANS AND SPECIFICATIONS WILL BE BUILT IN COMPLIANCE WITH THE LATEST EDITION OF THE MOST STRINGENT OF THE FOLLOWING:
   - THE CITY OF LOUISVILLE ROADWAY DESIGN AND CONSTRUCTION STANDARDS
   - THE COLORADO DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
   - THE COLORADO DEPARTMENT OF TRANSPORTATION M STANDARDS

3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY OF LOUISVILLE ENGINEERING DIVISION AS APPLICABLE. THE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS.

4. THE CONTRACTOR SHALL NOTIFY THE CITY OF LOUISVILLE ENGINEERING INSPECTION DIVISION, 303-660-7487, A MINIMUM OF 24-HOURS AND A MAXIMUM OF 72-HOURS PRIOR TO STARTING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE CITY OF LOUISVILLE ENGINEERING INSPECTION WHEN WORKING OUTSIDE OF THE PUBLIC RIGHT-OF-WAY ON ANY FACILITY THAT WILL BE CONVEYED TO THE COUNTY, URBAN DRAINAGE & FLOOD CONTROL DISTRICT, OR OTHER SPECIAL DISTRICT FOR MAINTENANCE (STORM SEWER, ENERGY DISSIPATERS, DETENTION OUTLET STRUCTURES, OR OTHER DRAINAGE INFRASTRUCTURES). FAILURE TO NOTIFY THE ENGINEERING INSPECTION DIVISION TO ALLOW THEM TO INSPECT THE CONSTRUCTION MAY RESULT IN NON-ACCEPTANCE OF THE FACILITY/INFRASTRUCTURE BY THE COUNTY AND/OR URBAN DRAINAGE.

5. CONSTRUCTION WILL NOT BEGIN UNTIL ALL APPLICABLE PERMITS HAVE BEEN ISSUED. IF A CITY OF LOUISVILLE ENGINEERING INSPECTOR IS NOT AVAILABLE AFTER PROPER NOTICE OF CONSTRUCTION ACTIVITY HAS BEEN PROVIDED, THE PERMITTEE MAY COMMENCE WORK IN THE INSPECTOR'S ABSENCE. HOWEVER, CITY OF LOUISVILLE RESERVES THE RIGHT NOT TO ACCEPT THE IMPROVEMENT IF SUBSEQUENT TESTING REVEALS AN IMPROPER INSTALLATION.

6. THE LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ACTUAL CONSTRUCTION. FOR INFORMATION CONTACT: COLORADO 811, AT 1-800-922-1987 (WWW.COLORADO811.ORG).

7. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF THE PLANS SIGNED BY THE CITY OF LOUISVILLE ENGINEERING DIRECTOR, ONE (1) COPY OF THE ROADWAY DESIGN AND CONSTRUCTION STANDARDS, AS AMENDED, AND ALL APPLICABLE PERMITS AT THE JOB SITE AT ALL TIMES.

8. ALL PROPOSED STREET CUTS TO EXISTING PAVEMENTS FOR UTILITIES, STORM SEWER OR FOR OTHER PURPOSES ARE LISTED AND REFERENCED BELOW:
   NONE

9. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CHAPTER 3 – SUBMITTAL REQUIREMENTS FOR CONSTRUCTION DOCUMENTS CITY OF LOUISVILLE ROADWAY DESIGN AND CONSTRUCTION STANDARDS PAGE 3-3 CONTROL DEVICES, SHALL BE SUBMITTED TO CITY OF LOUISVILLE FOR ACCEPTANCE WITH THE RIGHT-OF-WAY USE AND CONSTRUCTION PERMIT APPLICATION. A RIGHT-OF-WAY USE AND CONSTRUCTION PERMIT WILL NOT BE ISSUED WITHOUT AN ACCEPTED TRAFFIC CONTROL PLAN FOR TRAFFIC CONTROL DURING CONSTRUCTION.

10. THE CONSTRUCTION PLANS SHALL BE CONSIDERED VALID FOR THREE (3) YEARS FROM THE DATE OF COUNTY ACCEPTANCE, AFTER WHICH TIME THESE PLANS SHALL BE VOID AND WILL BE SUBJECT TO RE-REVIEW AND RE-ACCEPTANCE BY CITY OF LOUISVILLE.

11. CITY OF LOUISVILLE STANDARD DETAILS SHALL NOT BE MODIFIED. ANY NON-STANDARD DETAILS WILL BE CLEARLY IDENTIFIED AS SUCH.

12. PAVING, INCLUDING CONSTRUCTION OF CURB AND GUTTER (WHEN USED), SHALL NOT START UNTIL A PAVEMENT DESIGN REPORT AND SUBGRADE COMPACTION TESTS ARE ACCEPTED BY THE ENGINEERING INSPECTION DIVISION FOR ALL PUBLIC AND PRIVATE ROADS.

13. STANDARD CITY OF LOUISVILLE HANDICAP RAMPS ARE TO BE CONSTRUCTED AT ALL CURB RETURNS AND AT MID-BLOCK LOCATIONS OPPOSITE OF ONE OF THE CURB RETURNS OF ALL "T" INTERSECTIONS AS IDENTIFIED ON THESE PLANS.

14. ALL STATIONING IS BASED ON CENTERLINE OF ROADWAYS UNLESS OTHERWISE NOTED.

15. ALL ELEVATIONS ARE ON UNITED STATES COAST AND GEODETIC SURVEY (USC&GS) (NAVD-88) DATUM WITH DATE. THE RANGE POINT OR MONUMENTS SHALL BE SHOWN ON CONSTRUCTION DRAWINGS.

16. ALL STORM SEWER IMPROVEMENTS (PUBLIC AND PRIVATE) INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES REQUIRE PERMITTING AND INSPECTIONS. PLEASE CONTACT THE CITY OF LOUISVILLE ENGINEERING INSPECTIONS DIVISION AT 303- 660-7487 FOR PERMITTING REQUIREMENTS AND INSPECTIONS SCHEDULING.

17. TWO (2) MANHOLE ACCESS POINTS ARE REQUIRED ON ALL TYPE "R" CURB INLETS GREATER THAN OR EQUAL TO TEN (10) FEET IN LENGTH.

18. EPOXY COATED REBAR IS REQUIRED ON ALL INLETS, MANHOLES AND DRAINAGE STRUCTURES AS PER CDOT'S M & S STANDARDS.

19. CITY OF LOUISVILLE REQUIRES CLASS D CONCRETE FOR ALL DRAINAGE STRUCTURES.

20. ALL RCP STORM SEWERS MUST USE ASTM C443 WATERTIGHT GASKETS PER THE CURRENT CITY OF LOUISVILLE AND URBAN DRAINAGE DESIGN CRITERIA.

21. ALL RCP SHALL BE CLASS III STORM SEWER PIPE UNLESS OTHERWISE SPECIFIED.

22. JOINT RESTRAINTS ARE REQUIRED FOR A MINIMUM OF THE LAST TWO PIPE JOINTS AND FLARED END SECTION OF AN RCP OUTFALL.

23. PRECAST INLETS AND MANHOLE BASES ARE NOT ALLOWED.

24. TOE WALLS ARE REQUIRED ON FLARED END SECTIONS AT THE OUTLET END OF CULVERTS AND STORM SEWER OUTFALLS. CHAPTER 3 – SUBMITTAL REQUIREMENTS FOR CONSTRUCTION DOCUMENTS CITY OF LOUISVILLE ROADWAY DESIGN AND CONSTRUCTION STANDARDS PAGE 3-4.

25. FILTER FABRIC IS REQUIRED UNDER ALL RIPRAP PADS.

26. THE PROFESSIONAL ENGINEER, REGISTERED IN THE STATE OF COLORADO, SIGNING THESE PLANS IS RESPONSIBLE FOR ENSURING THAT THE DETAILS INCLUDED ARE COMPATIBLE WITH THE STANDARD CITY OF LOUISVILLE DETAILS CONTAINED IN THE LATEST VERSIONS OF THE CRITERIA MANUALS. THIS INCLUDES, BUT IS NOT LIMITED TO:
   - CITY OF LOUISVILLE ROADWAY DESIGN AND CONSTRUCTION STANDARDS
   - CITY OF LOUISVILLE STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA
   - CITY OF LOUISVILLE GRADING, EROSION AND SEDIMENT CONTROL CRITERIA
   - CDOT M & S STANDARDS
   - MUTCD
   - URBAN STORM DRAINAGE CRITERIA MANUAL VOLUMES 1,2 & 3

27. A TEMPORARY CONSTRUCTION ACCESS PERMIT FROM CITY OF LOUISVILLE MAY BE REQUIRED FOR ANY PROJECT.

811 Know what's below. Call before you dig.

SCALE: 1" = 20'

SHEET INDEX:

COVER SHEET 1
GRADING PLAN 2
EROSION CONTROL PLAN 3
DETAILS 4

2N CIVIL GENERAL NOTES:

1. THE OWNER/DEVELOPER AND/OR THEIR ASSIGNS IS HEREBY NOTIFIED THAT IT IS TYPICAL AND LIKELY THAT SOME MOVEMENT OF THE SURFACE GRADES WILL OCCUR OVER TIME DUE TO VARIOUS FACTORS THAT ARE NOT IN CONTROL OF THE DESIGNERS. THUS, A ROUTINE AND DILIGENT MAINTENANCE PROGRAM IS REQUIRED TO MAINTAIN THE PROPER GRADING AND DRAINAGE THROUGHOUT THE PROJECT.

2. PROPOSED CONTOURS AND SPOT ELEVATIONS AS SHOWN HEREIN ARE DEFINED AS FINISHED ELEVATION AFTER PAVING, LANDSCAPING, ETC. CONTRACTOR SHALL COORDINATE WITH GEOTECH FOR PAVEMENT THICKNESS AND LANDSCAPE FOR THICKNESS OF TOPSOIL AND SOD.

3. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT FOR THIS PROJECT FOR PAVEMENT DESIGN AND RECOMMENDATIONS REGARDING EXCAVATION, COMPACTION, EMBANKMENT, AND TOPSOIL REMOVAL AND REPLACEMENT. FINAL PAVEMENT DESIGN TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER. CONTRACTOR TO COORDINATE THIS WORK. THE CONSTRUCTION METHODS FOR EXCAVATION/EMBANKMENTS, COMPACTION, AND SUBGRADE PREPARATION SHALL BE IN STRICT CONFORMANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF DISCREPANCIES BETWEEN THE GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS OF THESE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.

4. EXISTING GRADES AND SPOT ELEVATIONS SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM BEST AVAILABLE INFORMATION AND ARE SHOWN TO THE EXTENT KNOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY EXISTING GRADE CONDITIONS AT THE LIMITS OF CONSTRUCTION AND AT LOCATIONS THAT INTERFACE WITH EXISTING OR PROPOSED BUILDINGS AND NOTIFY THE CIVIL ENGINEER OF ANY DISCREPANCIES THAT CONTRADICT THE CIVIL ENGINEER'S INTENT FOR DRAINAGE PATTERNS, MAXIMUM AND MINIMUM SLOPES, AND PROPOSED ELEVATIONS AS SHOWN ON THE PLAN. THE ENGINEER WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH CHANGES TO THE DESIGN WITHOUT PROPER NOTIFICATION.

5. CONTRACTOR LAYDOWN / MATERIAL AREA, CONCRETE WASHOUT AREA AND STOCKPILE AREA ARE SHOWN FOR INFORMATION ONLY. FINAL LOCATIONS OF THESE AREAS SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND OWNER'S REPRESENTATIVE. STORM WATER MANAGEMENT IS STRICTLY THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR MUST ADHERE TO LOCAL AND STATE JURISDICTIONAL CRITERIA.

6. SLOPE OF INLET FLOWLINE OR GRATE TO MATCH STREET GRADE UNLESS INLET IS AT A SUMP LOCATION. ALL DIMENSIONS, CURVE DATA AND LINE DATA ARE AT FLOWLINE UNLESS OTHERWISE NOTED.

7. NOTICE TO BIDDERS - UNLESS APPROVAL BLOCKS ARE SIGNED AND THE PLANS ARE STAMPED BY A PROFESSIONAL ENGINEER., THESE DOCUMENTS ARE PENDING JURISDICTIONAL APPROVAL AND SUBJECT TO CHANGE.

8. SAW CUTTING OF EXISTING PAVEMENT AND CONCRETE, WHERE REQUIRED, SHALL BE DONE TO A NEAT WORK LINE WITH A CUTTING WHEEL ATTACHED TO A BLADE, OR OTHER METHOD AS APPROVED BY THE ENGINEER.

9. 2N CIVIL, LLC ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.

10. THE UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY LOCATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL CALL THE UTILITY NOTIFICATION CENTER OF COLORADO FOR UTILITY LOCATIONS 2 WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.

11. EXISTING SITE FEATURES TO BE DEMOLISHED (INCLUDING BUT NOT LIMITED TO BUILDINGS, CONCRETE SLABS, FENCING, TREES) HAVE BEEN OMITTED FROM THIS CONSTRUCTION DRAWING SET FOR CLARITY.

12. ALL STORM SEWER PIPE SHALL BE CLASS 3 REINFORCED CONCRETE PIPE AND UTILIZING WATER TIGHT JOINTS UNLESS OTHERWISE NOTED.

13. ALL AREAS DISTURBED BEYOND CONSTRUCTION LIMITS SHALL BE RESEEDED/MULCHED AT THE CONTRACTOR'S EXPENSE.

14. DRY UTILITY DESIGN INCLUDING, BUT NOT LIMITED TO, ELECTRIC, GAS, AND COMMUNICATIONS LINES SHALL BE BY THEIR RESPECTIVE UTILITY PROVIDER AND ARE SHOWN HEREON FOR REFERENCE ONLY.

BENCHMARK

BOULDER COUNTY BENCHMARK: EP92437, HAVING AN ELEVATION OF 5571.8'.

BASIS OF BEARINGS

CONSIDERING THE WEST LINE OF LOT 1 TO HAVE AN ASSUMED BEARING OF S00°09'00"W AND MONUMENT AS SHOWN HEREON.

THESE CONSTRUCTION PLANS FOR THE CITY OF LOUISVILLE WERE PREPARED BY ME (OR UNDER MY DIRECT SUPERVISION) IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LOUISVILLE'S ROADWAY DESIGN AND CONSTRUCTION STANDARDS, STORM DRAINAGE DESIGN AND TECHNICAL CRITERIA, AND THE GRADING, EROSION AND SEDIMENT CONTROL MANUAL.

ERIC TUIN, P.E.
2N CIVIL, LLC

ASSISTANT DIRECTOR OF DEVELOPMENT REVIEW

DATE

THESE CONSTRUCTION DRAWINGS HAVE BEEN REVIEWED BY CITY OF LOUISVILLE FOR DRAINAGE, GRADING, EROSION AND SEDIMENT CONTROL IMPROVEMENTS ONLY.

ENGINEERING DIVISION ACCEPTANCE BLOCK

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303.925.0544
www.2ncivil.com

NOT FOR CONSTRUCTION

PREPARED FOR:
CITY OF LOUISVILLE
749 MAIN STREET
LOUISVILLE, CO 80027

COVER SHEET
SLOPE STABILIZATION
COYOTE RUN OPEN SPACE
LOUISVILLE, CO

REVISIONS:	BY:	DATE:
1.		
2.		
3.		
4.		

PROJECT NUMBER:	19002
ISSUED DATE:	04-09-2019
DESIGNED BY:	JML
REVIEWED BY:	EPT

COVER SHEET

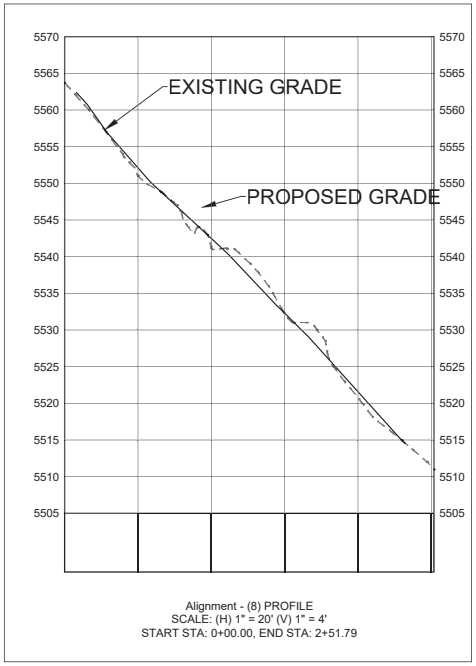
1

J:\Projects\19\19002\dwg\Cover sheet.dwg 4/9/2019

COYOTE RUN OPEN SPACE

SLOPE STABILIZATION

GRADING, EROSION, AND SEDIMENT CONTROL PLAN



Alignment - (8) PROFILE
SCALE: (H) 1" = 20' (V) 1" = 4'
START STA: 0+00.00, END STA: 2+51.79

EARTHWORK SUMMARY:

CUT:	1088 CY
FILL:	1088 CY
NET:	0 CY FILL

NOTE:
SEE COVER SHEET OF CITY PF LOUISVILLE STANDARD NOTES AND DETAILS (SHEET 1) FOR LEGEND OF BMP NAMES AND SYMBOLS AT THE END OF THIS CD SET.

0 20' 40'
SCALE: 1" = 20'

ASSISTANT DIRECTOR OF DEVELOPMENT REVIEW

DATE:

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LOUISVILLE, CO 80027

GRADING PLAN
SLOPE STABILIZATION
COYOTE RUN OPEN SPACE
LOUISVILLE, CO

REVISIONS: BY: DATE:
1.
2.
3.
4.

PROJECT NUMBER: 19002
ISSUED DATE: 04-09-2019
DESIGNED BY: JML
REVIEWED BY: EPT

GRADING PLAN

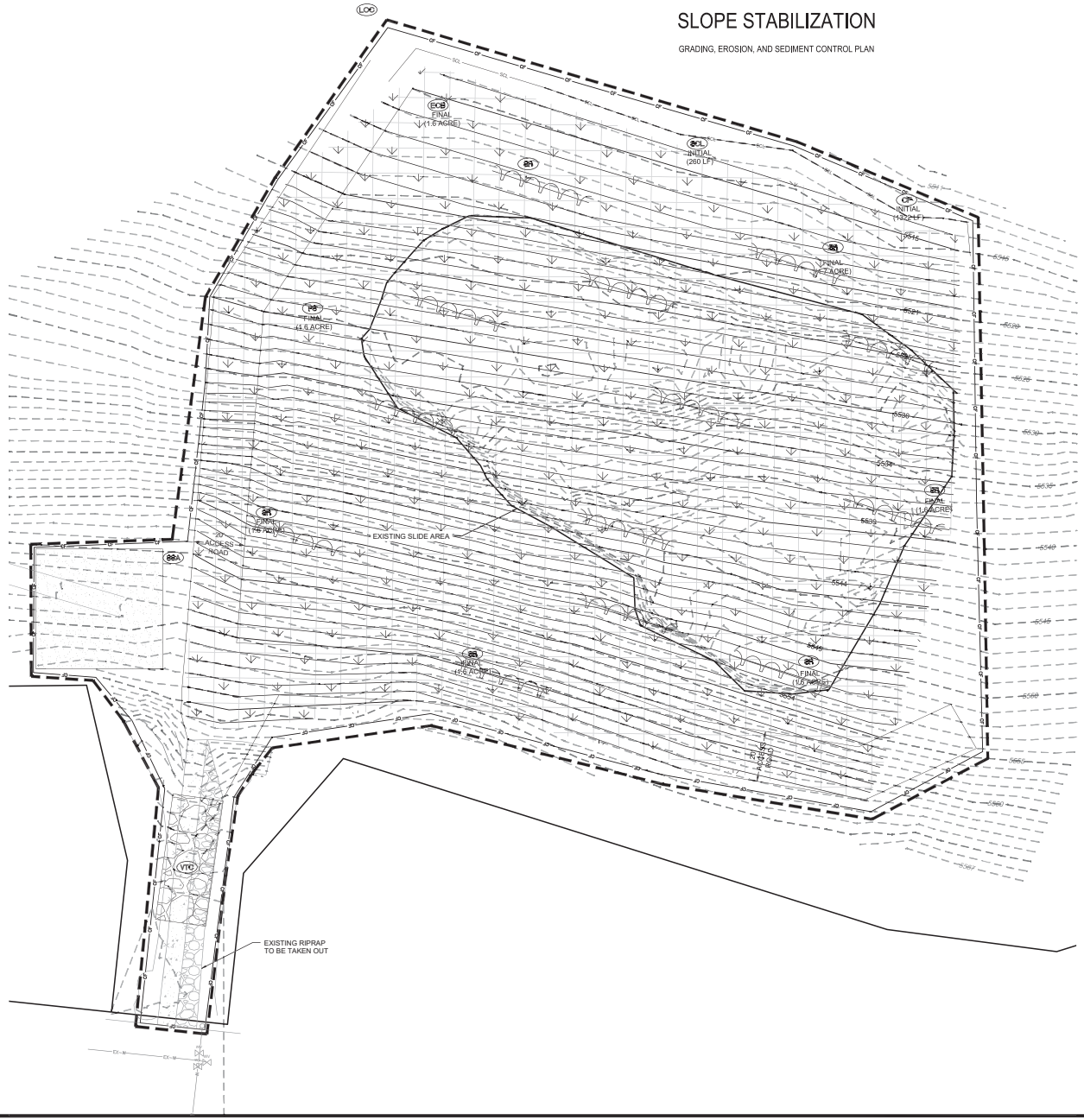
2

J:\Projects\19-19002\Dwg\Grading and Erosion Control\Plan.dwg 4/8/2019

COYOTE RUN OPEN SPACE

SLOPE STABILIZATION

GRADING, EROSION, AND SEDIMENT CONTROL PLAN



LEGEND

	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
5620	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
SCL	SEDIMENT CONTROL LOG
LOC	LIMITS OF CONSTRUCTION/DISTURBANCE
PS	PERMANENT SEEDING
ECB	EROSION CONTROL BLANKET
VTC	VEHICLE TRACKING CONTROL
SSA	STABILIZED STAGING AREA
SR	SURFACE ROUGHENING
CF	CONSTRUCTION FENCE

N

0 20' 40'

SCALE: 1" = 20'

ASSISTANT DIRECTOR OF DEVELOPMENT REVIEW

DATE

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LOUISVILLE, CO 80027

EROSION CONTROL PLAN
SLOPE STABILIZATION
COYOTE RUN OPEN SPACE
LOUISVILLE, CO

REVISIONS:	BY:	DATE:
1.		
2.		
3.		
4.		

PROJECT NUMBER:	19002
ISSUED DATE:	04-09-2019
DESIGNED BY:	JML
REVIEWED BY:	EPT

EROSION CONTROL PLAN

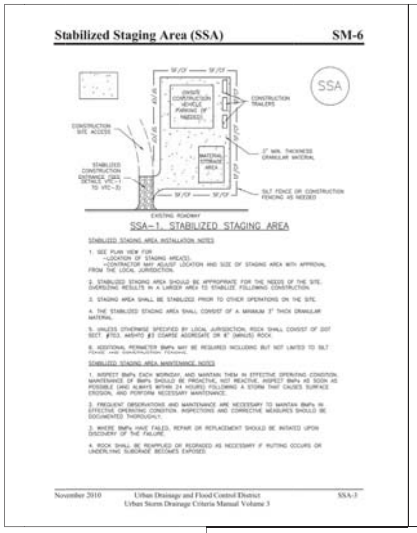
3

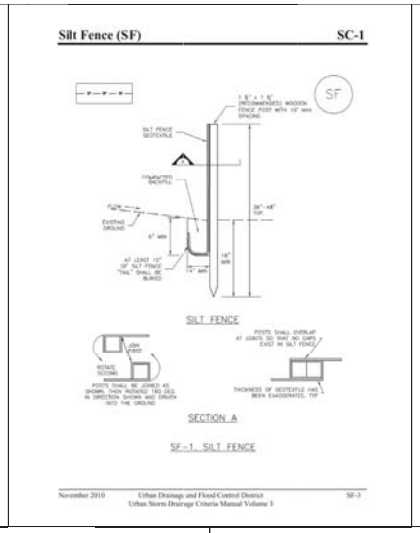
J:\Projects\19\19002\Dwg\Grading and Erosion Control\Plan.dwg 4/8/2019

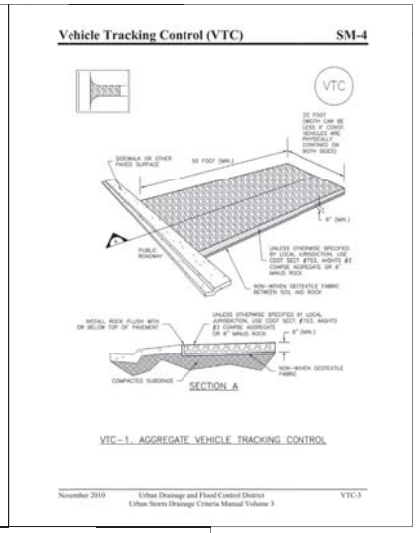
COYOTE RUN OPEN SPACE

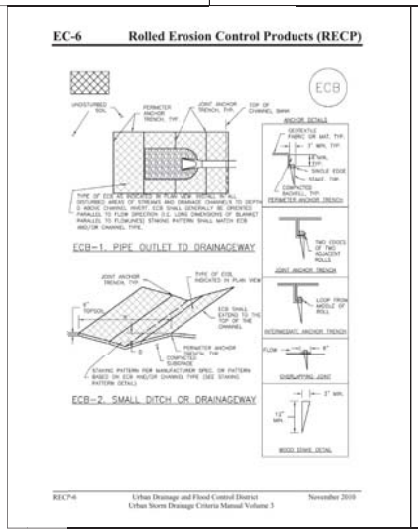
SLOPE STABILIZATION

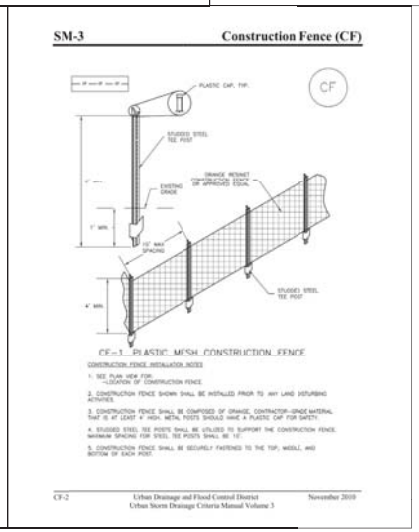
GRADING, EROSION, AND SEDIMENT CONTROL PLAN











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DETAILS
SLOPE STABILIZATION
COYOTE RUN OPEN SPACE
LOUISVILLE, CO

PROJECT NUMBER:	19002
ISSUED DATE:	04-09-2019
DESIGNED BY:	JML
REVIEWED BY:	EPT

REVISIONS: 1. 2. 3. 4.
BY: DATE:

DETAILS

4

April 9, 2019

DESIGN AND CONSTRUCTION NARRATIVE – REV 3

Coyote Run Open Space Landslide
Louisville, CO
HBI Job No: 600808

Submitted to: Kurt Kowar

By: Hayward Baker, Inc.
5775 Eudora St.
Commerce City, CO 80022

Project Manager: Phillip Gallet, P.E.

Sr. Project Manager: Chet Elder

Design Engineer: Ben Arndt, P.E. (RJ Engineering and Consulting, Inc)

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Background

HBI was asked by Terracon to review options for the Coyote Run landslide. Initially, the concept was to install horizontal drains to limit the future movement. Due to the unknown location of the water and the cohesive nature of the underlying clays and claystones, HBI did not believe horizontal drains were a viable option. Other ideas involved French drain systems. Again, there were concerns with the effectiveness of the system and HBI does not install French drains and therefore did not proceed with this option.

HBI was asked to evaluate and design a mitigation for the landslide. During the evaluation, the HBI team installed 2 additional inclinometer's and performed additional soils testing to verify clay and claystone properties and to provide a viable mitigation option within the proposed budget. The currently proposed drilled shaft option does not attempt to mitigate potential landslide movement, but rather keep the current landslide headscarp from migrating uphill.

Design Narrative

Drilled Shaft Mitigation Systems

Drilled shafts have been a popular choice for many owners including State DOT's for slope stabilization. Drilled shafts can be utilized to mitigate and stabilize a landslide by utilizing shear and moment resisting properties of the shafts.

Drilled shafts involves excavation of a cylindrical borehole into which reinforcing (steel rebar cages, steel beams or combinations) and fluid concrete is cast or laced, forming a deep foundation element. FHWA Publication No. NHI-10-016, Drilled Shafts: Construction Procedures and LRFD Design Methods chapter 12 provides and conceptual outline for design for drilled shaft foundations with lateral movement of soil mass. Figure 1 depicts the generalized deflection, shear and moment evaluated for a slide from that document.

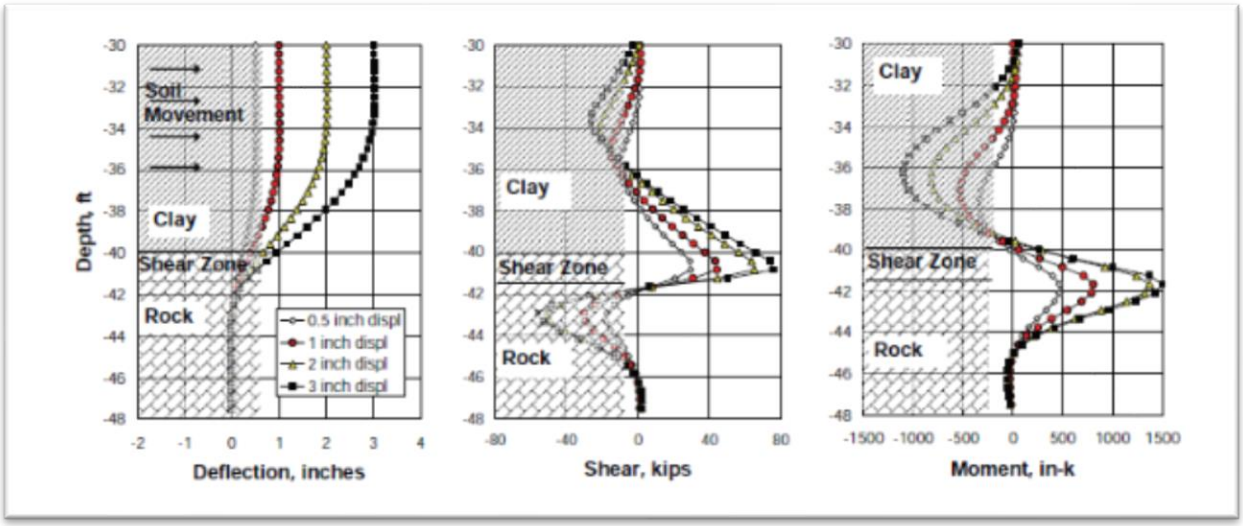


Figure 1. Figure 1. Conceptual Analysis of Drilled Shafts in Moving Soil (NHI-10-016).

Design Assumptions

As with many landslides and slope movements, there are typically no strict guidelines to follow that are provided by FHWA, AASHTO, or other agencies. In general, an agency usual defines a certain level of design requirement since almost all landslide mitigation systems are extremely expensive relative to typical construction costs. As an example, in many instances related to transportation work, it can cost approximately $500/Linear Foot for an additional roadway lane, but if a landslide is present, it can cost the owner or agency $5,000 or even $12,000/Linear Foot to mitigate the slide to a Factor of Safety (FS) of 1.30. Designing to a FS of 1.50 can increase costs two to four-fold beyond a FS of 1.30.

For the specific nature of the landslide at this site, the HBI team has proposed the following design criteria:

- The pre-existing global Factor of Safety (FS) of the site just prior to the recent landslide movement was 0.99-1.00.
- After the landslide failed, the post landslide FS is 1.03-1.05 assuming the landslide buttressed itself. Inclinometer data provided to us suggests there is no significant landslide movement to date since the lower inclinometers were installed.
- The design FS for the drilled shaft mitigation option is a FS > 1.30 for a potentially localized failure above the drilled shafts.
- With the provided budget constraints, a mitigation design for a FS > 1.50 for residences cannot be achieved based on the existing landslide geometry and assuming the slide migrates towards the residences. The overall slope prior to the landslide failure was likely FS 1.01 to 1.10 for the clay materials encountered at the site during drilling. A FS of 1.50 for the structures would likely involve tripling or quadrupling the mitigation costs.
- Using 50% (horizontal component) of the Peak Ground Acceleration (PGA) generated from the latest USGS website, evaluation suggest the seismic FS would be significantly below 1.0 and is not achievable unless the project costs are increased threefold.
- We do not believe subsurface horizontal drains or subsurface drainage systems are a viable long-term alternative to mitigate the deeper-seated aspects of the landslide, however they will likely provide benefit for shallow (high ground water) potential failures.
- Earthwork should be minimized to avoid disturbance of the current topography of the failed slope. Otherwise, if significant cuts and fills are performed, the slope could quickly reactive and become unstable.
- The current landslide mitigation does not attempt to mitigate potential landslide movement below the drilled shaft system. Based on our analysis, it is likely the landslide buttressed itself and is at a FS 1.03 to 1.05 which implies further movement may occur with higher ground water levels. We also anticipate the landslide materials to creep over time. The landslide mitigation system is designed to mitigate the landslide from moving further up the hill towards the house structures, but not below where we would anticipate periodical movement to occur with higher ground water levels.

Additional Borings and Inclinometers

Figures 2, 3, and 4 provide the results of our subsurface investigation from the installation of two (2) inclinometers by the HBI team. The locations of the borings/inclinometers are approximate and have not been surveyed. We performed the initial readings on the inclinometers and no subsequent readings have been performed.

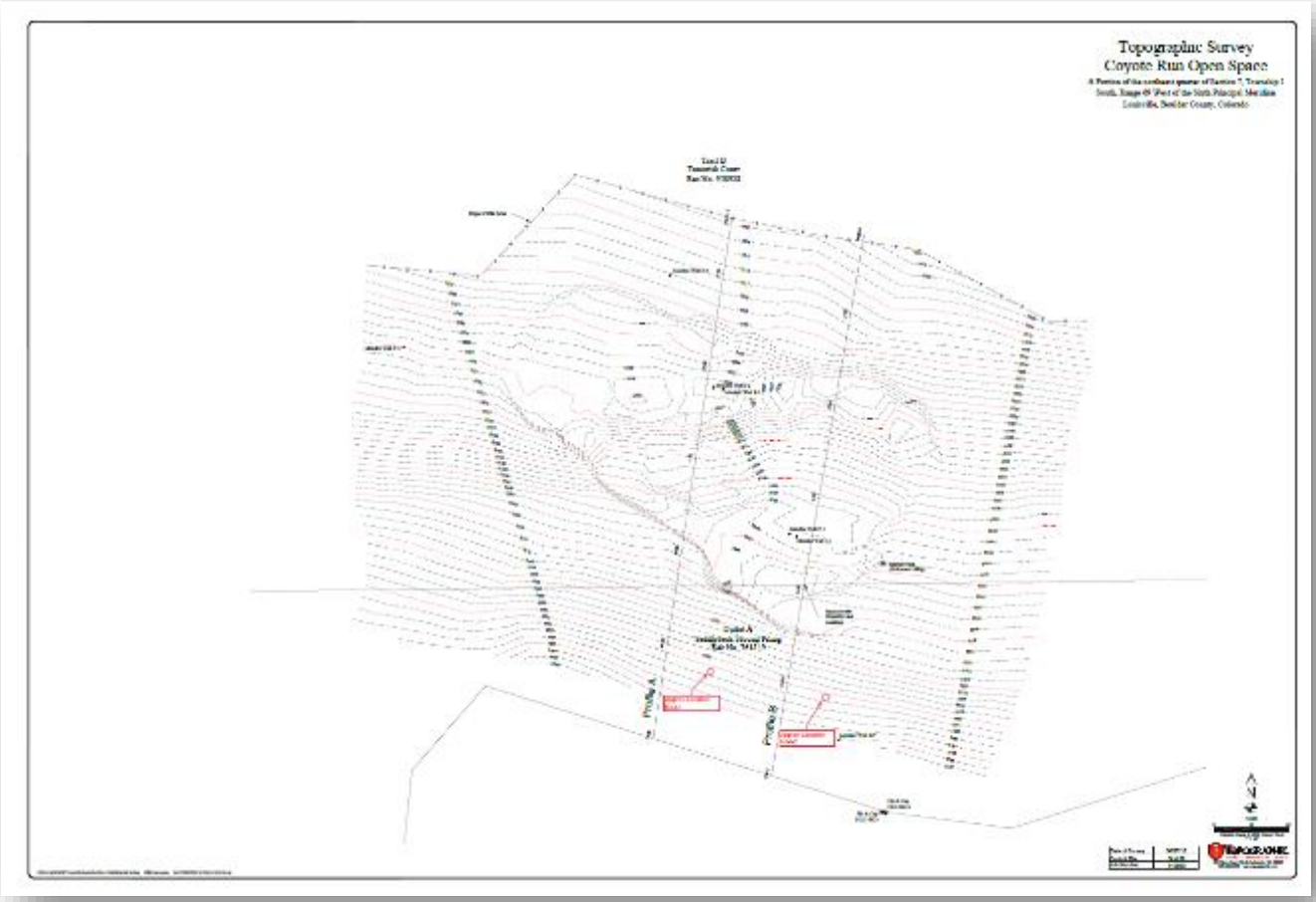


Figure 2. Plan View of Subject Site with Approximate Locations of Borings/Inclinometers.

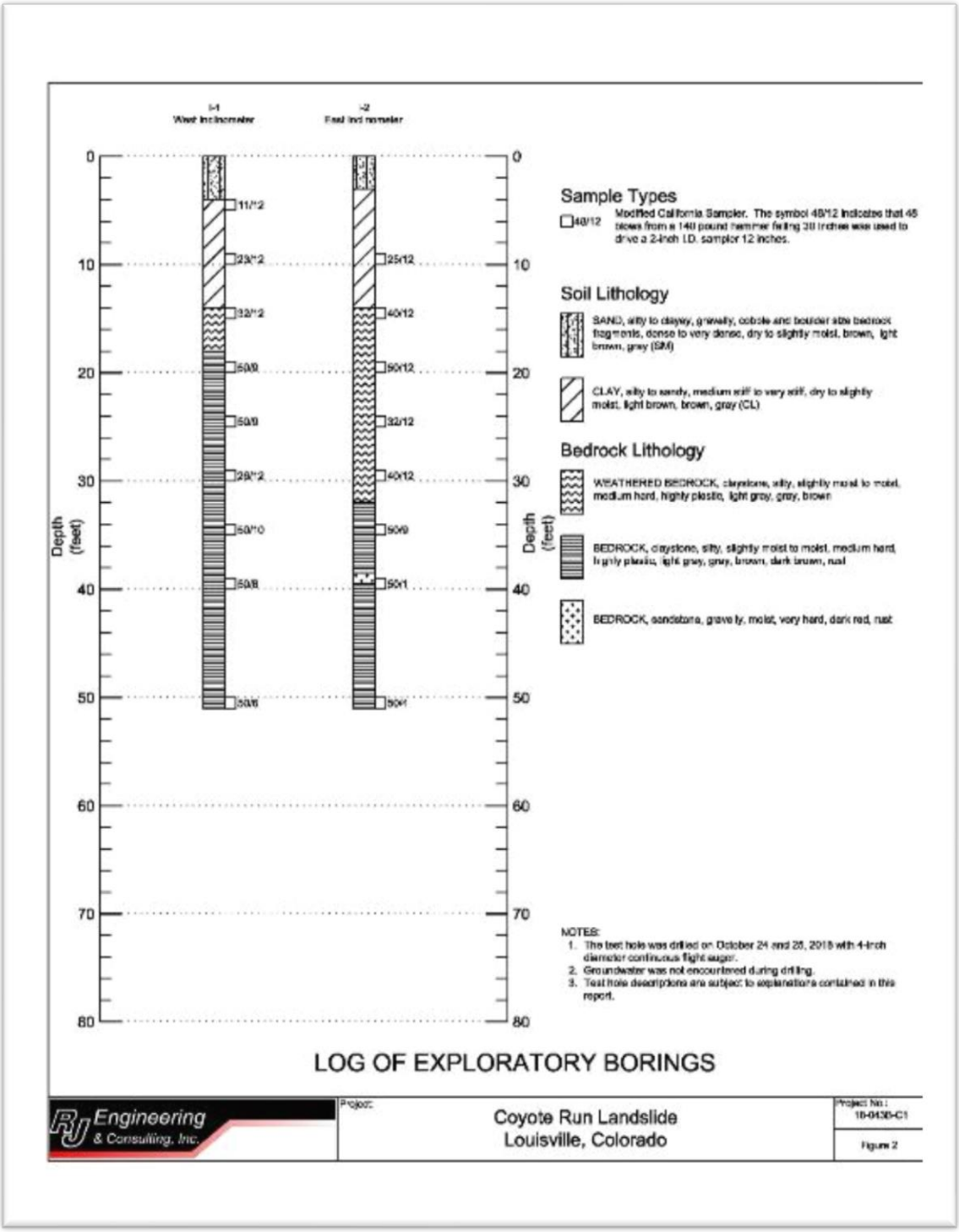


Figure 3. Boring Logs.

RJ Engineering & Consulting, Inc.

Summary of Laboratory Test Results

Project No: 18-043B-C1 Project Name: Coyote Run

Sample Location			Moisture Content (%)	Dry Density (pcf)	Grain Size Analysis			Atterberg Limits			Unconfined Compressive Strength (psf)	Description
Test Hole	Depth (ft)	Sample Type			Gravel > #4 (%)	Sand (%)	Fines < #200 (%)	LL (%)	PL (%)	PI (%)		
I-1	4	CA	11.0	124	0	6	94	36	11	25	9,800	CLAY, slightly sandy (CL)
	14	CA	13.1	121	0	3	97	46	15	31	20,500	Weathered Claystone Bedrock
	19	CA	14.4	122	1	5	94	43	12	31	31,000	Claystone Bedrock
	24	CA	19.8	109	0	2	98	60	18	42	12,000	Claystone Bedrock
I-2	9	CA	11.2	119	0	22	78	30	18	12	5,600	CLAY, slightly sandy (CL)
	19	CA	15.0	116	0	1	99	57	17	40	23,200	Weathered Claystone Bedrock
	29	CA	20.5	108	0	5	95	66	19	47	13,700	Weathered Claystone Bedrock
	34	CA	14.7	118							16,000	Claystone Bedrock

*Laboratory testing by others

CA-Indicates modified California sampler

Page 1 of 1

Figure 4. Laboratory Testing of Samples.

Selected Stability Analysis

The slope stability analysis consisted of evaluating the landslide in the existing condition and mitigated condition. Limit equilibrium (LE) and finite element (FE) stability programs were used to evaluate the overall landslide and effect of the mitigation. The use of the concepts depicted in Figure 1 were used to model the drilled shaft system and form the basis of the design. The selected LE models are provided. Figure 5 depicts the modeled existing condition of the landslide (FS = 1.05). Figure 6 depicts the proposed mitigation using drilled shafts (Fs = 1.31).

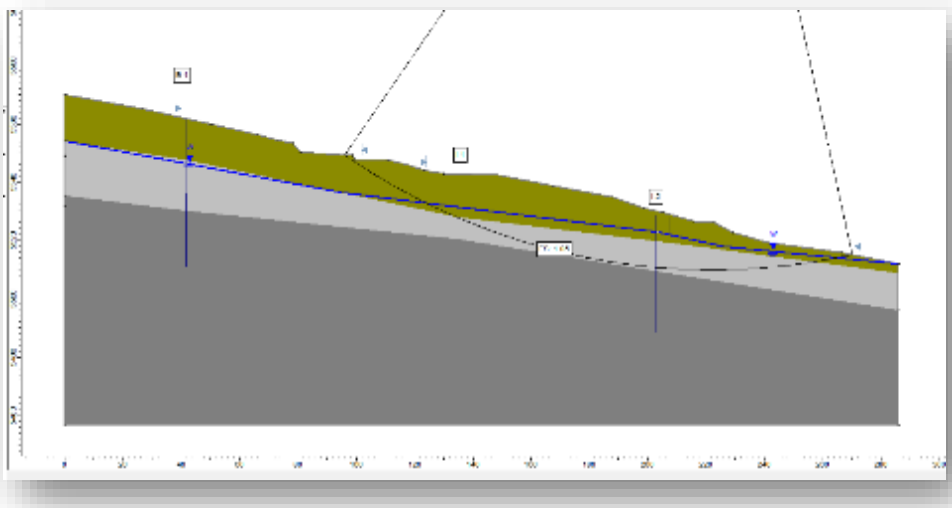


Figure 5. LE Model of Current Condition of Landslide (FS = 1.05).

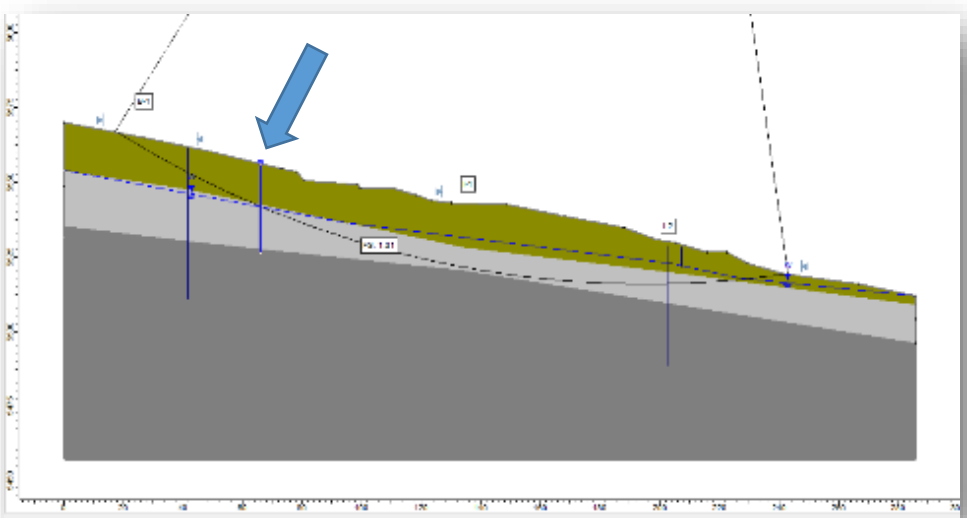


Figure 6. LE Model of Proposed Drilled Shaft Mitigation System (FS = 1.31).
Blue arrow depicts location of Drilled Shaft Mitigation System.

The selected FE models are provided. Figure 7 depicts the modeled existing condition of the landslide. The small red arrows represent potential displacement movement patterns. Figure 8 depicts the proposed mitigation using drilled shafts. Notice the model suggests the red displacement arrows occur below the mitigation system but not above towards the existing residences.

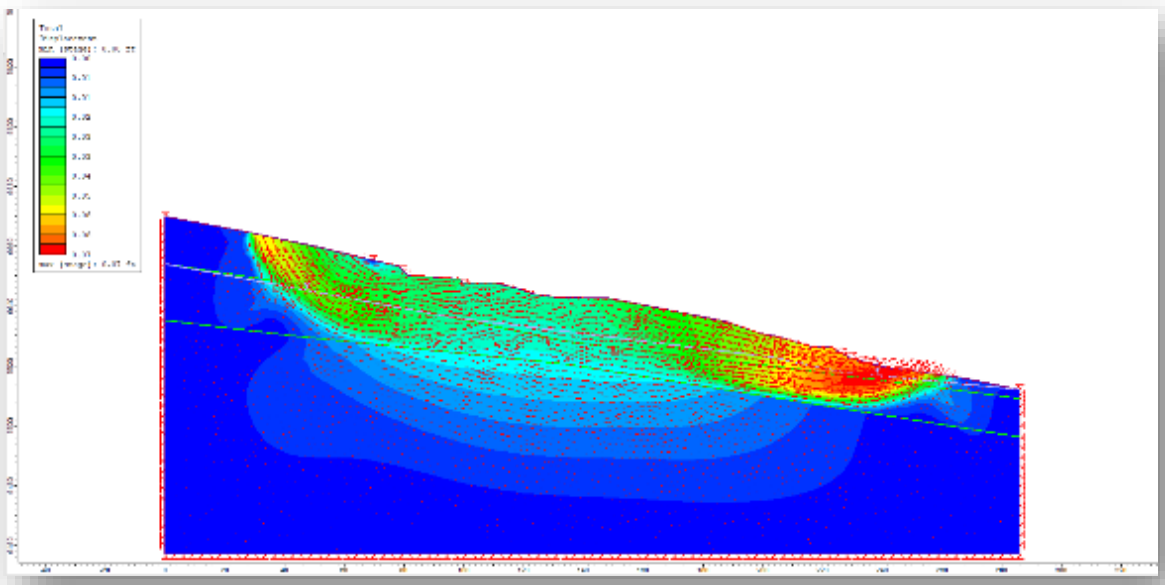


Figure 7. FE Model of Current Condition of the Landslide
(Red arrows represent potential deformation and movement for the conditions modeled).

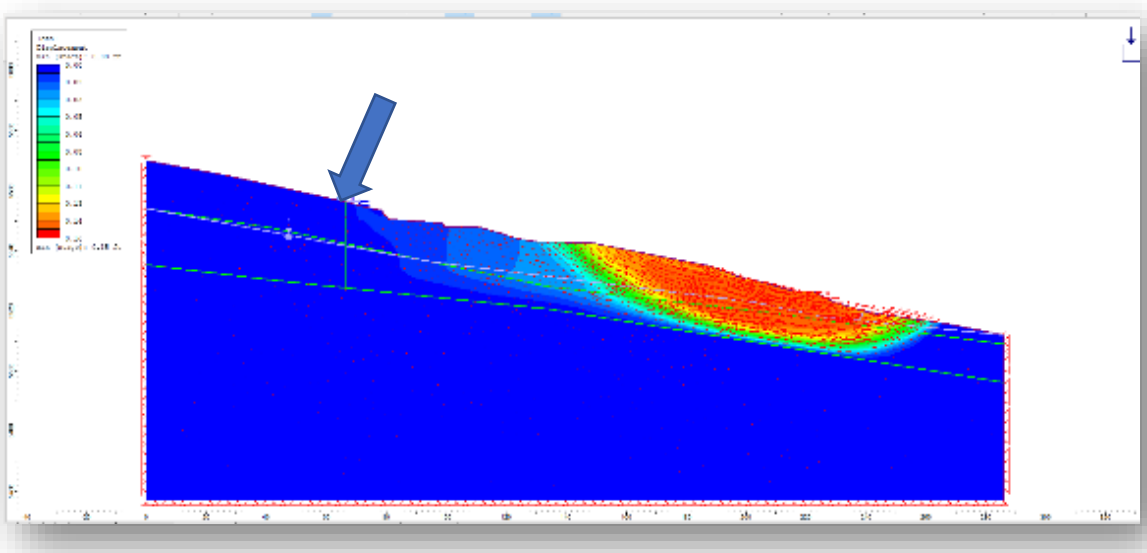


Figure 8. FE Model of Mitigated Condition of the Landslide.
(Red arrows represent potential deformation and movement for the conditions modeled, Blue arrow depicts location of Drilled Shaft Mitigation System).

Construction Narrative

Construction will be conducted Monday through Friday within the working window of 7am to 8pm. Normal working hours will be 7:00am to 5:30pm.

All HBI employees on site, suppliers and subs included, must review and sign the Daily Task Analysis (DTA) form specific for the operation being performed. The project Job Hazard Analysis (JHA) must be reviewed and any changes from previous shifts discussed and incorporated. In addition, on Monday or first shift of the week the Weekly supplied Tool Box Talk should be reviewed with the full crew and signed. Any new employees during the week need to review the TBT when they arrive. A final jobsite inspection after reviewing and obtaining required safety paperwork should be made by each individual prior to starting a task. Revise any forms if conditions differ from those addressed and utilize STOP WORK AUTHORITY until deemed safe and compliant.

The Safe Plan of Action (SPA) or also referred to as Daily Task Analysis addresses the following at a minimum: Work Location prepared, dimensions of work area, Safe Working Platform, Equipment staging, Material Staging, Material Delivery routes, Utility locate review, Washout Area, Stockpile Location.

To construct this design an access road will be required above the road as shown on the Erosion Control plan after the appropriate erosion control devices are installed. All construction will follow the guidelines specified on the SWPPP and the Erosion Control Plan.

Vibration monitors will be installed near the backyards of the existing homes to ensure the construction activity does not affect the existing homes.

Inclinometers will be read at a minimum of three (3) intervals during construction to monitor potential movement of the slope. Care will be taken to protect the inclinometers during construction. Inclinometer recording will be completed by a 3rd party firm at no cost to HBI.

A minimum 20ft wide working bench will be cut above and near the existing headscarp for a platform to facilitate drilling of Bored Piles. The drilled material will be stockpiles onsite in order to use for filling the current deep scarps after the completion of the drilled shafts and reinforced concrete cap. To minimize excavation, the drilled shaft cap location will be excavated, and the drilled shafts will be installed slightly below grade with the final concrete cap being poured to grade or just above.

Each shaft will be drilled through the overburden material to bedrock depth, to allow visual verification of overburden conditions and determine if casing will be required. During drilling the plumbness is maintained using the boom angle indicators on the drill rig as well as checking the Kelly bar with a level between spin offs. In stable overburden conditions the hole will be completed using standard augers to tip depth. If unstable overburden conditions are encountered, the casing will be installed either by using a natural mud slurry or by simply driving the casing using turning slots. The overburden diameter will be oversized roughly 2” to provide clearance for the casing and a pass-through diameter equal to the specified diameter of the shaft +/- 1”. The over-sized auger is advanced under slurry to competent bedrock. Once drilling to final depth is complete the exposed shafts must be guarded from entrance and covered with an approved hole cover only. Reaming and bedrock drilling will be completed using auger tooling, core barrels and clean out buckets as required with the specified diameters. Once the casing has been sufficiently seated, the mud slurry will be removed using mud buckets. The rock excavation is advanced quickly such that most holes should be considered dry.

Rebar will be delivered in generally pre-cut lengths and hoops. Cages will be built on steel cage supports capable of supporting the final cage weight and preventing rolling or racking. Once tied they will be lowered to the ground and stored on dunnage. Each vertical and hoop intersection should be tied.

After the shaft has been inspected, the rebar cage can be picked and placed into the shaft. The cages will be hoisted and placed using the auxiliary drill line winch. HBI Superintendent will inspect the cage to ensure additional bracing is not needed. This should take place well before the drilling begins in case additional bracing is required. HBI will set the elevation using cage hangers so that cage does not rest on the bottom of the hole. As the cage is being lowered shaft spacer wheels will be placed every 15' at 90 degrees from one another to center the cage in the shaft.

Concrete will be placed using the tremie method. Concrete will be placed via 4" tremie and fed & supported by a concrete boom pump. The tremie will be extended to the bottom of the shaft and be withdrawn as the concrete is placed. The tremie tip must remain a minimum of 5' below the rising concrete elevation. This is monitored using a weighted tape for top of concrete and depth markings on the tremie tube. If casing was required the concrete is pumped to an elevation 5' above the casing tip, the drill rig will loosen the casing to prevent locking it in the ground. The casing will be withdrawn maintaining concrete elevation above the original casing elevation. Then tremie placement will continue displacing water. Top of concrete will be established.

Shaft construction will be completed from east to west to the design depths.

If there is a problem with communication from shaft to shaft, HBI will skip shaft locations and install them in a primary secondary fashion.

Upon completion of all bored piles a pile cap will be installed to tie the entire system of piles together. The pile cap will be cast-in-place.

After completion of the shear wall, the French drain is to be installed.

At the outlet of the French drain, at least one (1) square yard of riprap is to be placed to reduce velocity and limit erosion.

During or after construction of the French drain. The existing head scarps will be filled. Soil shall be placed in lifts and compaction shall be conducted by the tires of the equipment. The compaction effort shall be minimal.

Placement of material above the wall will be such as to cover the pile cap with sufficient cover to allow seeding and growth of grass estimated at minimum of 6"

Any disturbed areas that were grassy before construction are to be covered with a layer of topsoil and reseeded per the City of Louisville seeding standards (see attached).

Quality Control

Hayward Baker is the design build contractor for this project and therefore is responsible for the quality control of the design. The following measures are included in our current QC plan.

- Drill Log
- Depth verification (post drilling)
- Hold Point Checklist
- Daily Report

- Slump tested (at least 1 per day of concrete placement)
- 1 set of cylinders per day of concrete placement (7-day and 28-day breaks)

Copies of these logs noted above are attached.

Site Safety

Once the erosion control devices are installed, orange construction fence will be placed around the construction area to delineate the construction area and make it difficult for any onlookers to try to access the area.

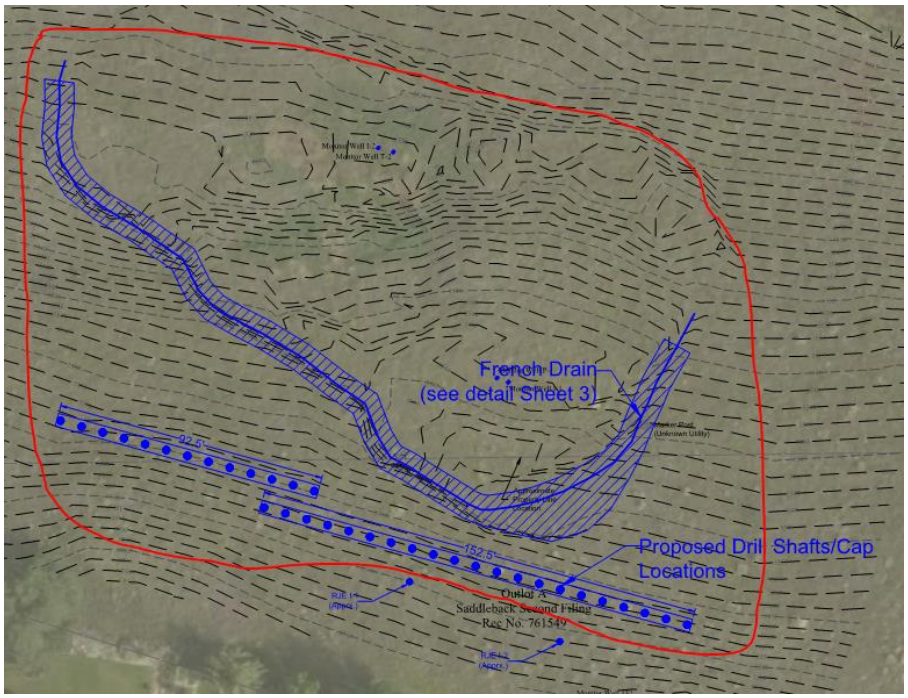


Figure 1: Approximate Orange Construction Fence Area

During construction no holes will be left open overnight. Open holes that must be left open for any reason will be covered with staked down hole covers.

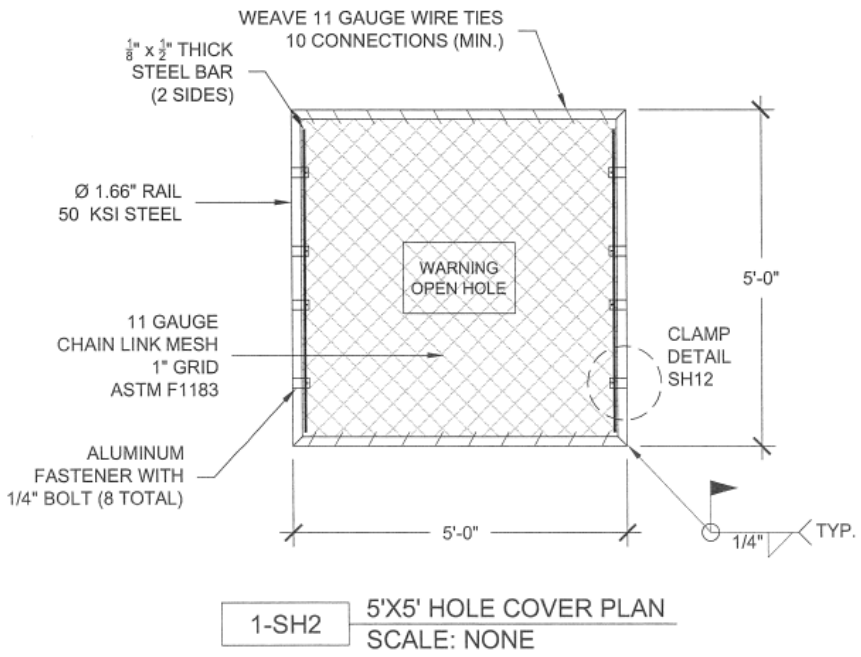


Figure 2: Example of Engineered Hole Covers

Post Construction Monitoring and Tolerances

After construction, HBI will warrant the work per the included warranty document. The monitoring will be conducted under the supervision of the City with the Cities 3rd party firm (Terracon) at no charge to HBI. The inclinometers that were placed above the wall are not to show movement greater and ½" after construction with no more than 1" allowed during construction.

HAYWARD BAKER

LITTLE ELM, TX

DAILY SITE REPORT

SHEET NO.	1	OF	1
SHIFT	1		
DATE			

JOB NO:		LOCATION:		TYPE OF WORK:	
PROJECT NAME:				WEATHER:	
CLIENT:				ENGINEER:	

SITE ACTIVITY 7:00am TO 5:00pm

MATERIAL DELIVERED

EQUIPMENT USED, MOVED, STANDBY

USED:

MOVED OUT:

CHANGE ORDERS, BACK CHARGES AND EXTRA WORK

NONE

VERBAL DISCUSSIONS, DIRECTIVES OR INSTRUCTIONS

NONE

VISITORS ON-SITE

NONE

DELAYS ENCOUNTERED

NONE

HBI LABOR FORCE

	OPERATORS
	LABORERS
	TECHNICIANS
	OTHER (SUPT, FIELD ENGINEER)

LENGTH OF SHIFT

	DAY HRS.
	NIGHT HRS.

NOTES:

WORK PERFORMED

	PIERS INSTALLED
	CONCRETE PLACED
	TOTAL PIERS INSTALLED

NOTES:

AREA

GALLONS

Contractor

Hayward Baker Inc

PC Inspectors Checklist/Hold Point
Drilled Caissons

Project: _____ Location: _____

Date: _____

	Y	N	NA	Comments
Drilled Caissons				
1. Utilities located?				
2. Approved concrete mix design?				
3. Locations adequately staked and referenced?				
4. Underground utility conflicts checked and resolved?				
5. Drilling rig suitable for the work?				
6. Drilled shaft plumb				
7. Final centerline of shaft per plan location?				
8. Excavation protected from persons or material falling into hole?				
9. Oversized protective casing required/				
10. Excessive caving eliminated?				
11. Drilled hole pumped free of water and cleaned of debris?				
12. Drilled hole to proper elevation, and minimum embedment obtained and documented?				
13. Reinforcing steel cage inspected and approved?				
15. Necessary splices approved?				
16. Steel cage placed immediately prior to placing concrete?				
17. Steel cage adequately supported and checked from bottom and side clearances?				
18. Approved spacers provided at proper intervals?				
19. Additional steel necessary to stiffen cage?				
22. Reinforced cage and concrete elevation checked after casing removed?				
23. Concrete placed within required time of drilling?				
24. Concrete placed in one continuous pour?				
25. Concrete dropping straight down without hitting sides of holes or reinforcing cage?				
26 Concrete placed within 4 hours of rock socket excavation, if not was extra 1/3 socket length drilled?				
27. Engineer approved concrete to placed under water?				
28. Water-diluted concrete at top of caisson remover?				
29. Final location of projecting reinforcing steel checked in all directions including splice length?				

30. Concrete vibrated? Top 5ft
31. Top of caisson at planned elevation?
32. Top surface of concrete caisson properly cured?
33. Projecting steel adequately cleaned?

Have the Hold Point requirements been met?

A) After rebar installation, prior to concrete placement. _____ PC _____ ICQC _____ N/A

Additional Comments:

Foreman Signature Date

PCE Date

HAYWARD BAKER
A KELLER COMPANY

DRILLED SHAFT INSPECTION REPORT (FIELD)

PROJECT:	0
JOB NUMBER:	0
PILE ID:	0

PROJECT INFORMATION:

DATE DRILLED:	1/0/1900
DATE CONCRETED	1/0/1900
CONCRETE SUPPLIER:	0
CONCRETE MIX:	0

PLAN MEASUREMENTS

SHAFT DIAMETER:		0	IN
DRILLING ELEVATION:		0.00	FT
T.O.C.		0.00	FT
BEDROCK ELEVATION:		0.00	FT
BEDROCK PENETRATION:		0.00	FT
TIP ELEVATION:		0.00	FT
SHAFT LENGTH:		0.00	FT
NEAT CONCRETE VOL.:		0.00	CY
OVERBREAK	5%	0.00	CY

AS-BUILT MEASUREMENTS

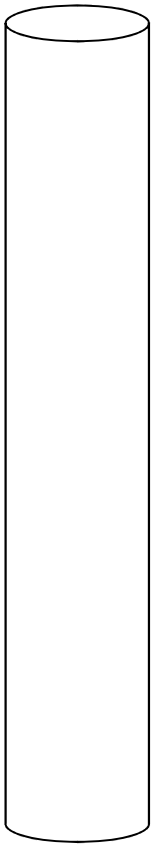
SHAFT DIAMETER:	0	IN
DRILLING ELEVATION:	0.00	FT
T.O.C.	0.00	FT
BEDROCK ELEVATION:	0.00	FT
BEDROCK PENETRATION:	0.00	FT
TIP ELEVATION:	0.00	FT
SHAFT LENGTH	0.00	FT
CONCRETE VOLUME	0.00	CY

REINFORCEMENT

LENGTH:	0	FT
CROSS CHECK ELEVATION:	0	
DOWEL PLACEMENT:		

DRILLED SHAFT NOTES/COMMENTS

DRILLED SHAFT AS-BUILT



DRILLING ELEVATION:	0.00	FT.
T.O.C.:	0.00	FT.
Depth to Bedrock:	0	FT.
BEDROCK ELEVATION:	0.00	FT.
BEDROCK PENETRATION:	0.00	FT.
TIP ELEVATION:	0.00	FT.

REPORT GENERATED BY: _____ SHAFT COMPLETE: 0

RECLAMATION STANDARDS FOR DISTURBANCES ON CITY OF LOUISVILLE OPEN SPACE LANDS

OVERVIEW

These standards have been developed by City of Louisville and Boulder County Parks and Open Space (BCPOS) Staff to conserve the native flora and reduce the introduction of noxious weeds to disturbed areas on open space lands. The standards have been specifically developed for native plant species, and it is important that they be followed as written to ensure reclamation success. Site revegetation must occur in a timely manner following a disturbance to prevent weed invasions. Any party that disturbs open space land will be held responsible for its successful reclamation.

SEED BED PREPARATION

Seedbed should be well settled, firm, and friable to facilitate seed placement at required depths. The area should be free of weeds, soil clots, sticks, stones, and other debris in excess of three inch in any dimension. Topsoil should be scraped and appropriately stockpiled for redistribution after construction. If soils are compacted, compaction should be relieved by subsoiling, ripping or deep chiseling. Harrowing, discing or other operation may be required to provide an acceptable seed bed. Disturbances shall be a minimum of 6 inches deep with no more than 7 inches between furrows; to accomplish this multiple passes may be required. Topsoil must not be imported without prior approval from the Open Space Division.

FERTILIZER

Fertilizer application may be assessed on a case by case basis. Soil tests that analyze macro and micronutrients may be necessary. Fertilizer use must be approved by the City of Louisville Parks & Recreation Director. Fertilizers that may be approved for use include organic fertilizers, such as compost, or slow release fertilizers, such as Biosol or Ringer.

Use of chemical fertilizers, especially nitrogen, is usually not necessary, especially if topsoil is appropriately salvaged and reapplied to disturbances. Late successional plant communities native to the Colorado Front Range have evolved to thrive in low fertility soils. Fertilization in some cases can stimulate establishment of early successional weedy species. Fertilizer will be appropriate on severely disturbed sites or reclamation of sites where topsoil is not available.

SEED

Seeding shall occur within 24 hours of seed bed preparation. Seed mixes must be approved by the City of Louisville Staff and in most cases the seed mix will be provided by Louisville Staff. If a certain species or variety of seed is not available, changes must be approved by City of Louisville Staff. Certified seed will be used for named varieties of grasses. If the seed is purchased as a mix bags must be clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content the guaranteed percentage of purity and germination, pounds per live seed (PLS) of each seed species, and the total pounds of PLS in the container. All seeds shall be free of noxious weed seeds in accordance with state and local lists. The contractor shall supply, to the owners

representative, a signed statement certifying that the seed is from a lot that that has been tested by a recognized laboratory for seed testing within six months prior to the date of seeding. Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

SEEDING METHODS

Seed must be planted with a drill that is specifically designed to accommodate variability in size and physical characteristics of native rangeland grass seeds. Drill depth should be placed between 1/4 and 1/2 inch below the soil surface, depending on grass species. Drill spacing should be no wider than seven inches between rows. Packer wheels that firm the drill row are required. **Seed drills must be clean of seed from previous seeding jobs before any seeding will be done.**

For slopes that are greater than 3:1, seeding may be broadcast by hand or mechanical spreader and incorporated into the upper soil layer (no deeper than 1/2 inch). Broadcasting may also be used on small areas or areas inaccessible for seed drilling. After broadcasting, seed may be incorporated by hand raking or harrowing. **Seed must not be incorporated and applied simultaneously with the hydromulch slurry.**

SEEDING RATES

Seeding rates and species composition will be created by the vegetation specialist on a case by case basis. Broadcast seeding rates must be double the drilled seeding rate.

SEEDING DATES

Spring thaw to June 1st and/or September 1st to consistent ground freeze. Seeding shall not be permitted if the top ½ inch of soil is frozen or saturated.

MULCH

Depending upon erosion potential, there are different erosion control products that vary in their degree of protection. The following types of mulch are described in order of increasing protection.

1. Cover Crop - For large acreages, such as highly erodible crop land; a sterile forage sorghum cover crop may be required. In some situations where the sorghum exceeds 18 inches in height, it may need to be mowed before the area can be drilled with seed. Sterile spring wheat, sterile winter wheat, and sterile oats are also acceptable cover crops.

2. Hay or Straw mulch - Blown onto the site after seed has been drilled, and then crimped into soil. The standard for the Department will be to use native hay/straw, certified by the State Dept. of Agriculture as "Weed-Free Mulch" at a rate of two tons per acre.

3. Hydromulch - After seed has been drilled or broadcast, slurry of fiber with an organic tackifying agent is sprayed onto site. The industry standard rate of 3000 lbs. per acre of hydromulch and 80 lbs per acre of guar gum tackifier will be appropriate for most projects.

Hydromulching shall occur within 24 hours of seeding. The operator shall apply the slurry of hydromulch according to the manufacturer's specifications.

4. Erosion Control Blankets - A variety of blankets are available for varying degrees of erosion potential, from moderate to severe; shredded aspen or coconut fibers with one or two sides backed with paper, or organic fiber; must be placed according to manufacturers specifications. Blankets with biodegradable netting will be used. Photodegradable polypropylene netting will not be acceptable.

5. Soilguard - "Spray-On Blanket" product by Weyerhauser; shredded alder wood and natural resins applied with a hydromulcher. Excellent product when properly applied; adheres to soil, reducing erosion and allows young plants to emerge.

6. Jute netting - For use in site where overland water flow is likely; usually comprised of coconut fibers, woven together (without nylon netting) and available in various weights and grades. Effective on steeper slopes when installed properly.

MAINTENANCE AND WEED MANAGEMENT ON RECLAIMED AREAS

Reclaimed areas should be visited periodically for maintenance or weed management after reclamation. During this time, additional reseeding may be necessary, soil erosion should be repaired, and weeds should be controlled. Reclaimed areas may be mowed one or two times each growing season, depending upon existing weed species and appropriate phenological stage of growth to prevent weed seed production. Herbicide applications may be appropriate depending on the growth stage and establishment of native grasses. The Open Space Division or County Weed Manager can provide technical assistance as needed for weed management.

All equipment used must be cleaned of seed from previous work before entering the open space within which the reclaimed area is located.

TIME FRAME OF RECLAMATION PROCESS

Reclamation with native species requires three to five years to determine stand establishment. It should be expected that early successional species (such as summer and winter annuals) will occupy the area before the desired native perennial stand dominates. Each year the site will be reviewed by The City of Louisville Staff, upon which time parties will be advised as to the management practices that are expected to insure reclamation success. If within that time period the reclamation process is deemed successful by the City of Louisville, the obligation incurred by the responsible party will be released. Performing yearly reviews for the project will maintain communication between the two parties and will foster a general understanding for reclamation success.

LIABILITY BONDING

To guarantee the revegetation, the responsible party will be required to provide a bond, letter of credit, or other financial assurance. The assurance monies will be equal to the costs of revegetation, and will be returned to the responsible party when it is determined by the Parks & Recreation Department that the revegetation of the disturbed site(s) has been successful.

If within three years from the initiation of reclamation a successful stand of native grasses has not been established, the Department may, at its option, retain any or all of the assurance monies necessary in order to attempt revegetation of the site or extend the bonding period up to two more years.

RECLAMATION STANDARDS

While the Parks & Recreation staff will not place unreasonable demands on the expected outcome of the reclamation, the Department expects the reclaimed disturbed areas to be ecologically comparable to the surrounding, undisturbed land. This would be defined by the percentage of desired grass species compared to weedy annual broadleaf species (which usually requires no less than three years). A successful stand of native grasses is defined as being at a 75% establishment rate and/or having a desirable vegetational cover equal to or greater than the surrounding plant cover.

CONTACTS

Ember Brignull, Open Space Manager (303) 335-4729

Scientific Name	Common Name	% of Mix	Seeding Rate* (pounds PLS/acre) for Mix	Growth	Growth Type
Andropogon gerardii	Big bluestem	5	1.0	warm-season	bunchy sod-former
Bouteloua curtipendula var. *Butte*	Side-oats grama	10	1.7	warm-season	bunchy sod-former
Bouteloua dactyloides	Buffalo grass	20	5.8	warm-season	low grow, sod former
Bouteloua gracilis var. *Alma*	Blue grama	20	1.8	warm-season	sod-forming
Elymus lanceolatus var *Critana*	Thickspike wheatgrass (Streambank wheatgrass)	10	2.2	cool-season	sod-forming
Nassella viridula var. *Cucharas*	Green needlegrass	10	1.9	cool-season	bunchgrass
Pascopyrum smithii	Western wheatgrass	15	3.8	cool-season	sod-forming
Schizachyrium scoparium	Little bluestem	10	2.0	warm-season	bunchgrass
Total (pounds PLS/acre)		**100**	**19.2**		

* Seeding Rate is for drill seeding. If broadcast seeding double the seed rate.

Seed planted with a drill should be placed between ½ inch and ¾ inch below the surface.

Broadcast seed should be incorporated into the surface soil by raking or harrowing at depths not to exceed ¾ inch.

WARRANTY

Express Warranty:

This Warranty is offered by Hayward Baker Inc. (hereinafter "HBI") to the City of Louisville, CO ("Owner") for the Coyote Run Stabilization Project (the "Project"). The Warranty shall apply to the Horizontal Movement Warranty Area (as identified in by installed inclinometers above the pile cap) located in Louisville, CO. For a period of three (3) years from the date of commencement of this Warranty, HBI will warrant the Horizontal Movement Warranty Area ("Warranty Area") from horizontal movement as described in greater detail below. This document describes the term, obligations, and exceptions under the Warranty.

For the period of three (3) years following the date of commencement of this Warranty (the "Warranty Period"), HBI warrants that the Warranty Area shall not experience horizontal movement of more than the Maximum Allowable Horizontal Movement for any individual instrument (as measured by the following instrumentation installed on or above the Warranty Area at agreed locations as identified in Exhibit B):

Instrumentation:	Maximum Allowable Horizontal Movement:
Inclinometers above installed wall	One half inch (1/2")

HBI will return to the site and perform slope stabilizing measures as required by the Engineer of Record at no additional cost to Owner if horizontal movement in any of the specified instrumentations located on or above the Warranty Area exceeds its Maximum allowable Horizontal movement within the three (3) years period from the date of commencement of this Warranty. The obligations of HBI under this Warranty will be limited to performing remedial efforts to supplement or complement the original design for improvements installed by HBI in the warranty area. In no event will the cost expended by HBI to perform such additional work exceed $500,000 including direct project management costs and excluding corporate general overhead costs.

Warranty Monitoring:

HBI has installed instrumentation above the proposed repair that Terracon is currently monitoring. Post construction, HBI recommends the instrumentation be read one (1) time per month for the first six (6) months. If six (6) consecutive monthly readings indicate the rate of movement of Warranty Area based on the instrumentation not increasing with time, then the instrumentation shall be read a minimum of one (1) time per quarter. The reading of the movement shall be scheduled and paid for by the owner.

Commencement:

This warranty shall not be valid and enforceable until all payments, including retention payments, are received. Notwithstanding, the date of commencement of this Warranty will be upon substantial completion and acceptance of the work by the Engineer of Record. Warranty term will expire 3 years from the date of commencement of this warranty. In no event will the warranty period extend beyond 3 years and 6 months from the date of Substantial Completion of the Work.

Exclusions:

No implied warranty of workmanship shall be provided beyond the three (3) year period from the commencement of this warranty.

It is the mutual understanding of the parties that HBI has provided construction services and not the sale of a product; therefore, no implied warranties of merchantibility (quality of the product) or fitness of the product for use are part of the Contract between HBI and the Owner.

This Warranty does not apply to any area or structure other than the Warranty Area, and does not include damage to any structures.

Any damage to the Warranty Area caused or worsened by the following conditions are excluded from this Warranty: an act of God, including but not limited to a flood; landslide (not caused in whole or in part by the actions or negligent omissions of HBI); earthquake or substantial change in underground water table; a failure of Owner to give timely notice as required herein; a material alteration made to Warranty Area by Owner, its agents, and/or successors in interest after the date of commencement of this Warranty (including but not limited to trenches, excavation, drainage, etc.); a negligent act or omission or intentional act or omission of any party outside the control of HBI; a change to the grading of the ground (not caused in whole or in part by the actions or omissions of HBI); shallow scarps; a failure to properly maintain and care for the Warranty Area and surrounding property including water, sewer, irrigation, and storm drain systems; and normal wear and tear.

This Warranty also excludes bodily injury or damage to personal property, and any and all incidental or consequential damages, but does include damages to areas above the pile cap and other improvements within the Warranty Area that were installed by HBI.

Notice:

Owner or its authorized agents shall notify HBI in writing of any observed movements related to this Warranty within three (3) business days of Owner having actual knowledge of such movement from inclinometer readings above the pile cap.

Acknowledgement:

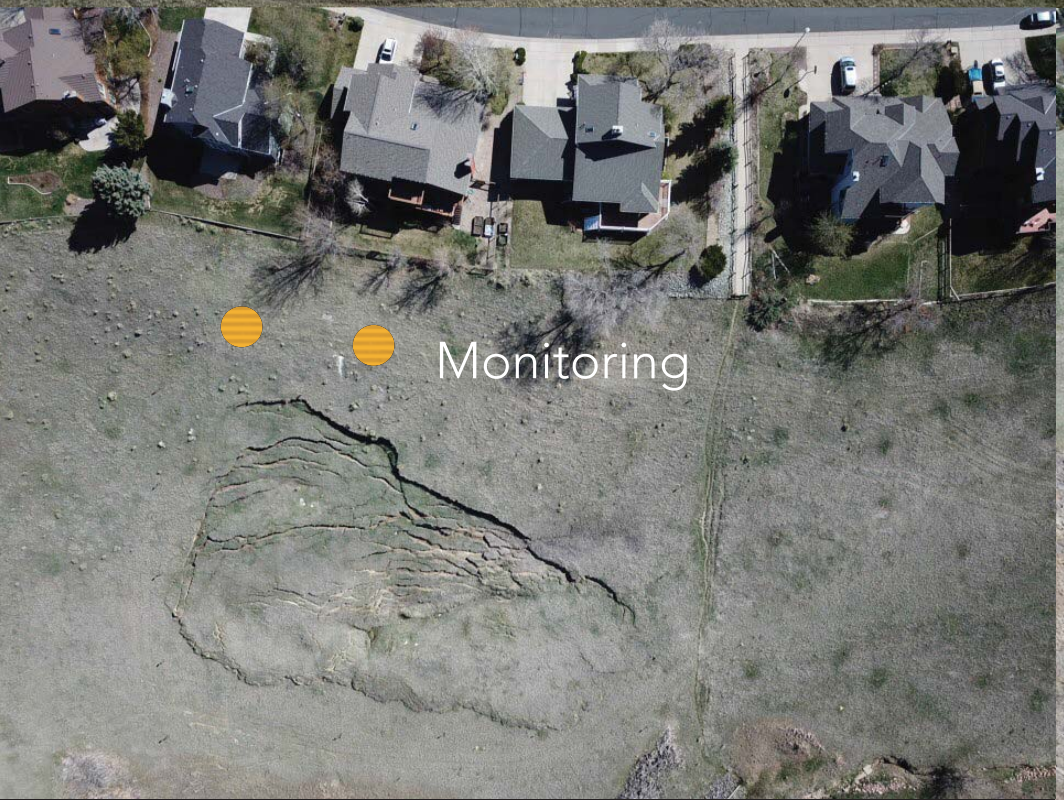
By signing this Warranty the parties acknowledge that they have mutually discussed the reasons for, the meaning of, and intent of this Warranty, and they have had ample opportunity to have this Warranty reviewed by the respective attorneys of the parties.

Hayward Baker Inc.	**City of Louisville, CO**
By: _____	By: _____
Date: _____	Date:_____

Exhibit B

Warranty area shown above the slide and shaft elements. Circled units are the inclinometers that will verify the slides status.

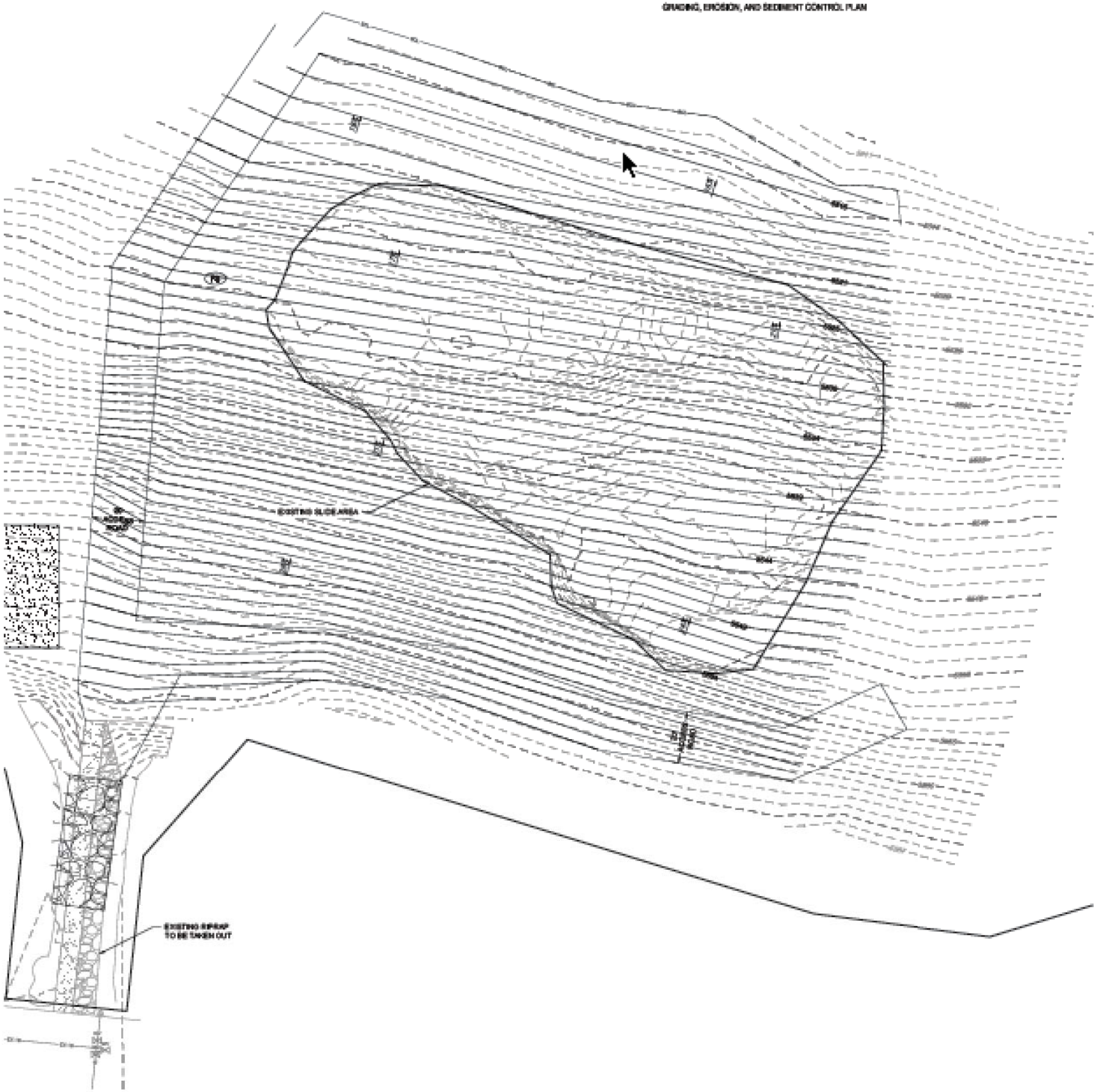
2015
2019
470

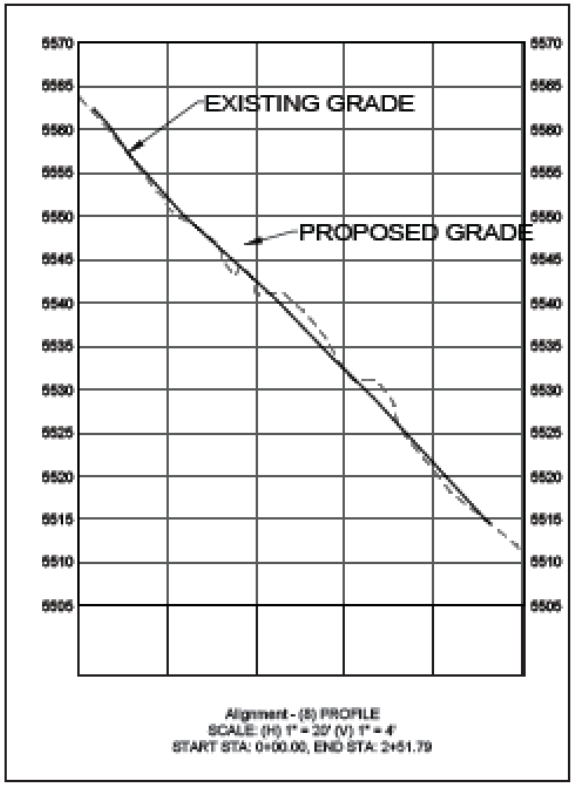

Monitoring

COYOTE RUN OPEN SPACE

SLOPE STABILIZATION

GRADING, EROSION, AND SEDIMENT CONTROL PLAN





Alignment - (S) PROFILE
SCALE: (H) 1" = 20' (V) 1" = 4'
START STA: 0+00.00, END STA: 2+51.79

EARTHWORK SUMMARY:
CUT: 1000 CY
FILL: 1000 CY
NET: 0 CY FILL

NOTE:
SEE COVER SHEET OF CITY OF LOUISVILLE STANDARD NOTES AND DETAILS (SHEET 1) FOR LEGEND OF BMP NAMES AND SYMBOLS AT THE END OF THIS CD SET.

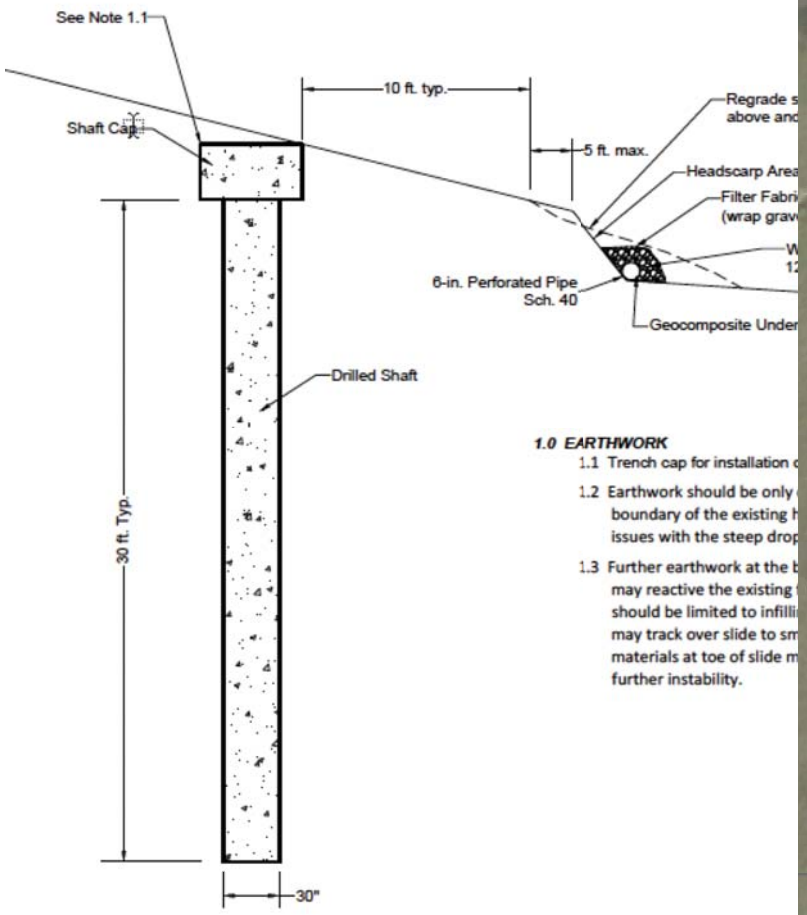
N

0' 2' 4'
SCALE: 1" = 20'

PRELIMINARY STAMPED AT DEVELOPMENT REVIEW

DATE

ENGINEERING DIVISION ACCEPTANCE BLOCK

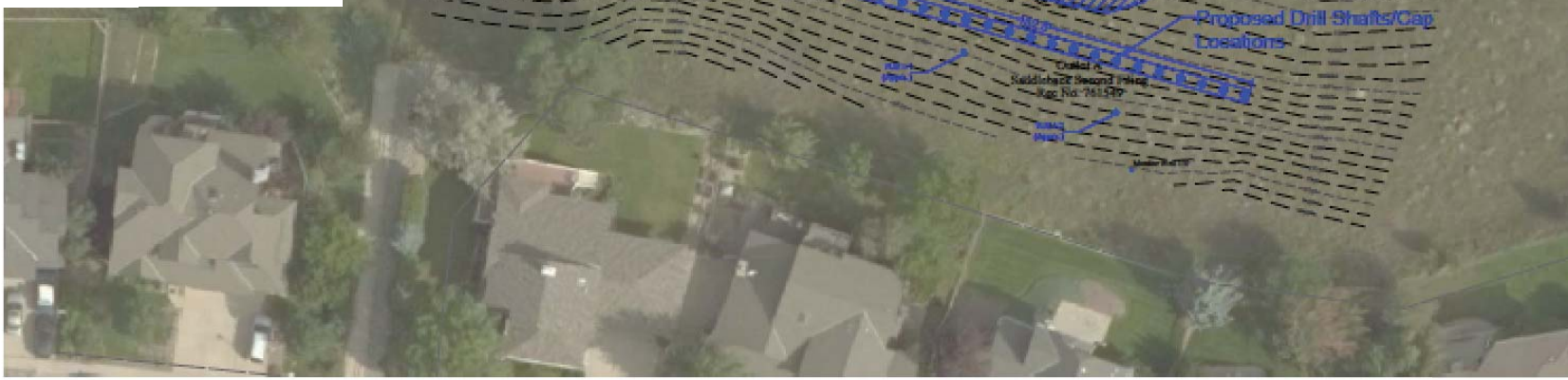


1.0 EARTHWORK

1.1 Trench cap for installation o

1.2 Earthwork should be only
boundary of the existing h
issues with the steep drop

1.3 Further earthwork at the b
may reactive the existing
should be limited to infilli
may track over slide to sm
materials at toe of slide m
further instability.



25 50

0'

dated 08-27-18.

COLORADO REGISTERED
BENJAMIN PAUL ARNDT
35195
1/31/19
PROFESSIONAL ENGINEER

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Sheet Revisions

Date	Revision/Issue	Checked by

Designed For: Hayward Baker, Inc.

Project Number: 18-043B-D1

Designed by: BPA

Date: January 31, 2019

Drilled Sh
Location

Project: ote Run Open Space
Landslide Stabilization