

# City of Milford



## CITY COUNCIL AGENDA

**Monday, August 9, 2021**

Joseph Ronnie Rogers Council Chambers  
Milford City Hall, 201 South Walnut Street, Milford, Delaware

Per the Declaration of a Public Health Emergency issued by Governor Carney on July 13, 2021 and the virtual meeting provisions as provided in Senate Bill 94, Milford City Council and Committees will be held in a hybrid format, unless otherwise indicated on the agenda. Public Comments are encouraged on the items as noted on the agenda. Virtual attendees may alert the City Clerk that they wish to speak at the appropriate time by submitting their name, address, and agenda item on which they would like to comment via the Zoom Q&A function or by using the Raise Your Hand function during the meeting. All written public comments received prior to the meeting will be read into the record.

This meeting is also available for viewing by the public by accessing the following link:

*<https://zoom.us/j/99156131279>*

Members of the public may also dial in by phone using the following number:

*Call 301 715 8592 Webinar ID: 991 5613 1279*

**7:00 P.M.**

## COUNCIL MEETING

Call to Order - Mayor Archie Campbell

Invocation

Pledge of Allegiance

Approval of Previous Minutes

Recognition

Proclamation 2021-13/Recognizing Former Councilman Owen Brooks Jr.

New Employee Introduction

Monthly Staff Reports:

Police Chief

City Manager:

Public Works Department

Planning & Zoning Department

Parks & Recreation Department

Human Resources

Economic Development & Community Engagement

IT Department  
Finance Department

Monthly Finance Report

Committee & Ward Reports

Communication & Correspondence

Unfinished Business

New Business

Award/ERP Contract

Ordinance introductions:

Ordinance 2021-16

CCM-Koelig LLC on behalf of Wickersham Residential Development

Revised Preliminary Major Subdivision

Comprehensive Plan Designation: Moderate Density Residential

Zoning District: R-3 (Garden Apartment and Townhouse)

Present Use: Vacant Proposed Use: Townhouse Subdivision

Area/Location: 39.015 +/- acres located along the north side of Johnson Road adjacent to SR1

Tax Parcel 3-30-16.00-005.00, 3-30-16.00-269.00 through 475.00

Ordinance 2021-17

Maryland Square LLC on behalf of Wash It LLC

Conditional Use

Comprehensive Plan Designation: Commercial

Zoning District: C-3 (Highway Commercial District)

Present Use: Self Storage Proposed Use: Laundromat & Self Storage

Area/Location: 1.105 +/- acres located along the south side of Milford-Harrington Highway approximately 230 feet west of the Route 113 intersection

Address: 25 Milford-Harrington Highway

Tax Parcel: MD-16-183.09-01-48.00

Ordinance 2021-18

39 North Walnut LLC

Conditional Use

Comprehensive Plan Designation: Commercial

Zoning District: C-2 (Central Business District)

Present Use: Mixed Use – (6) Commercial Tenant Spaces and (1) Apartment

Proposed Use: Mixed Use – (7) Commercial Tenant Spaces and (5) Apartments

Area/Location: 0.26 +/- acres located at the southeast intersection of N Walnut and NE Front Streets

Address: 39 North Walnut Street

Tax Parcel: MD-16-183.10-04-44.00

Executive Session

Motion to Recess into Executive Session

Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property;

Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation

Pursuant to 29 Del. C. §10004(b)(9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed

Return to Open Session

Potential Vote:

Land Purchase Issue  
Collective Bargaining Matter  
Personnel Subject

Adjournment

All items on the Council Meeting Agenda are subject to a potential vote.

**SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE CITY CLERK IN ELECTRONIC FORMAT  
NO LATER THAN ONE WEEK PRIOR TO MEETING; NO PAPER DOCUMENTS WILL BE ACCEPTED OR DISTRIBUTED  
AFTER PACKET HAS BEEN POSTED ON THE CITY OF MILFORD WEBSITE.**

© Public Comment, up to three minutes per person, will be accepted.

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The background of the image is a stylized American flag with a dark blue field containing white stars and alternating red and white horizontal stripes. The flag is set against a dark grey background.

# The Pledge of Allegiance

I pledge allegiance to the flag  
of the United States of America,  
and to the republic for which it stands,  
one nation under God,  
indivisible, with liberty and justice for all.

Milford City Council  
*Minutes of Meeting*  
March 22, 2021

The City Council of the City of Milford convened in a Workshop Session by way of video conferencing on Monday, March 22, 2021 at 6:08 p.m.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilpersons Danial Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer, Douglas Morrow, Jason James Sr. and Katrina Wilson

STAFF: City Manager Mark Whitfield, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

In an effort to adhere to social distancing protocols and best practices imposed by Governor John Carney's State of Emergency Declaration effective March 13, 2020, the City of Milford has canceled all public gatherings until further notice. See March 22, 2021 Council Workshop agenda for additional information.

*Annual Updates & Funding Requests*

City Manager Whitfield stated that each year before preparing for the budget, those partners who receive monies are asked to provide their request for City Council's consideration. This evening, the Milford Museum, Milford Public Library, and Carlisle Fire Company are present for that purpose.

*Milford Public Library*

Executive Director Kay Hudson was present on behalf of the Milford Public Library. Ms. Hudson provided information relating to the state of the library and how they have dealt with COVID.

She reported that throughout the pandemic, the library was open 24/7 but was not to the public. However, most of their services continued, including curbside pickup, eResources, Ask-A-Librarian, Zoom programs, and various other services.

Ms. Hudson shared some pictures and information about some of the programs that the library has offered.

Ms. Hudson shared pictures and discussed how the library took precautions for COVID for their staff and the public.

The library is requesting the same \$25,000 as the past two years.

See attachment for presentation.

*Carlisle Fire Company*

The following request was submitted:

Annual Funding Request FY 2021:  
Fiscal Year 2021 Request- \$200,000  
City Electric/Water/Trash- \$35,000  
Employee Health and Dental- \$32,000  
Salary/Payroll Tax- (\$467,000) \$73,000  
Total \$140,000  
(2) Stretchers- \$35,000 Current stretchers are 15 years old  
(3) Apparatus tire replacements- \$15,000  
Fire Gear- \$10,000  
Total- \$60,000  
Carlisle Fire Co., Inc. City Request of \$200,000

Carlisle Fire Company President Troy Hazard then discussed their expenses. The company needs to replace two fifteen-year-old stretchers estimated to cost \$35,000. There is also a need for three apparatus tire replacements at an estimated \$15,000 and fire gear at an estimated cost of \$10,000.

This year, the Carlisle Fire Company is requesting \$200,000 from the City of Milford, which is an increase from last year, and he is here to talk about the need.

Councilman James then recommended that items such as tires and stretchers come from the enhancement fund designated for capital items. He prefers to keep these funding sources separate and use them as intended.

Mayor Campbell asked if the items that are fifteen years old could have been replaced sooner by using the enhancement fund. Mr. Hazzard replied that he agreed with that statement noting that he only recently became president and cannot speak as to why the request had not been made earlier.

Councilman Fulton asked if they are power stretchers or manual stretchers and Mr. Hazzard confirmed they would be purchasing power stretchers.

Councilman Fulton asked the estimated cost to outfit one firefighter. Mr. Hazzard replied that this information was received from the Fire Chief and is unsure how many the \$10,000 would pay for, though he will follow up to ensure he provides a correct answer.

### *Milford Museum*

Ms. Claudia Lesiter was present representing the Milford Museum and reviewed her request for City Council:

#### OPERATIONS/PROGRAMS/SERVICES

- 1) State maintenance teams removed an interior wall in the basement and provided us with additional shelves and a rack for our storage area. We then scraped and painted the walls. A Lions Club Grant allowed us to install LED lighting in the basement exhibit & storage areas.
- 2) We purchased a storage building for non-collections items and the City kindly allowed us to place it in the fenced area under the water tower.
- 3) Claudia Leister re-wrote the "Mispillion Greenway Walking Trail & Tour" booklet. Printing was paid with Vinyard Shipyard Project funds.
- 4) Assisted Chamber of Commerce with organization & set up of baskets for Taste of Milford event.
- 5) Installed new THEN & NOW exhibit comparing old and new appliances. Received great newspaper coverage for this exhibit.
- 6) Hired 302 Stories to prepare a two-minute video of the Museum and posted QR code for this outside so people could watch our story.
- 9) A total of 144 new items have been added to the Museum's collections during 2020.

#### PERFORMANCE INDICATORS

Due to COVID, the Museum has been closed according to the Governor's Recommendations. Our total visitation for calendar year 2019 was 3,255. Our visitation for 2020 was only 1,122. Naturally this decrease also caused a decrease in funds from donations and sales.

#### VOLUNTEERS

The Museum will start the year with one new Board member. Angela Tibbitt, CPA will take over the Treasurer's position. The Museum Board now includes a total of 14 members who volunteer their time and talents.

#### UPCOMING EVENTS

The following Fundraising events are being planned for 2021:

Saturday, May 1 - KENTUCKY DERBY PARTY at Benvenuto Restaurant

Saturday, August 22 - HIPPIEFEST at Causey Mansion  
Saturday, October 23 - GHOSTWALK beginning at Causey Mansion

CITY FUNDING

CALENDAR YEAR 2019		CALENDAR YEAR 2020	
ITEM	AMOUNT	ITEM	AMOUNT
Payroll	\$44,387.74	Payroll	\$36,936.94
Utilities	\$9,192.85	Utilities	\$7,498.22
TOTAL:	\$53,580.59	TOTAL:	\$44,435.16

The Milford Museum is requesting funding support from the City of Milford for 2021 for \$30,000.

Director Leister added that because of COVID, donations and revenues were down considerably. So, unfortunately, the Ghost Walk was the only fundraiser held this past year.

As shown in the request, the City’s money goes towards payroll for three part-time people and utilities. This year, the request has increased to \$30,000 to assist morewith those items.

There being no further business, the Council Workshop concluded at 7:04 p.m.

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Tracy Tolbert  
Transcriptionist

Attachment:  
Milford Library Presentation



# The State of Milford Public Library

For: Kent County Library Advisory Committee

Presented by: Kay Hudson

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# Milford Public Library 2019-2020

Throughout the pandemic, the library has maintained 24/7 service through curbside pickup, eResources, Ask-A-Librarian, Zoom programs and other venues to provide service to the community.

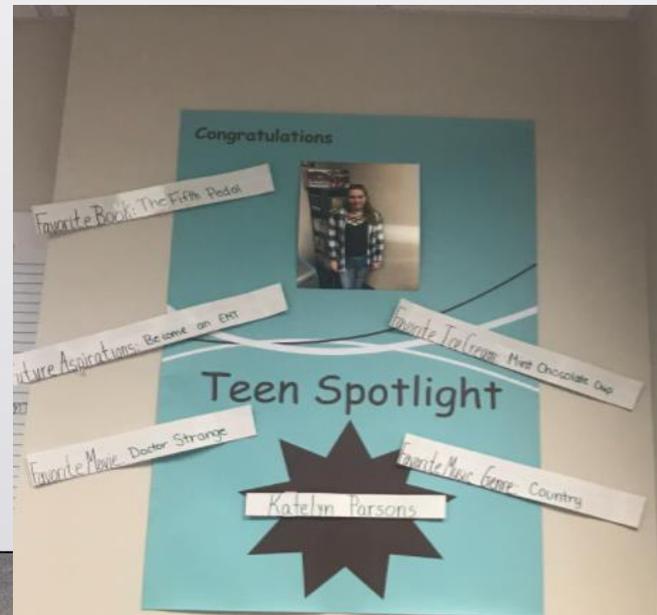


What's Happening at  
the  
Milford Public Library  
Teen Center  
2019-2021





## Inside Our Teen Center



Choose This or That  
Meet With Certified Dieticians/Nutritionists

Delaware Aero Space  
Education  
Starlab  
Indoor Planetarium

CPR Trainer

Culinary School of Milford

Explore China

Summer Reading  
2019

Hacking Your Brain  
Brain Based Learning

Meet a Local Author



Presenters  
2019-2021

SPCA Brandywine Valley

Nanticoke Indian Dance Troupe

Hispanic Awareness Month

YOGA

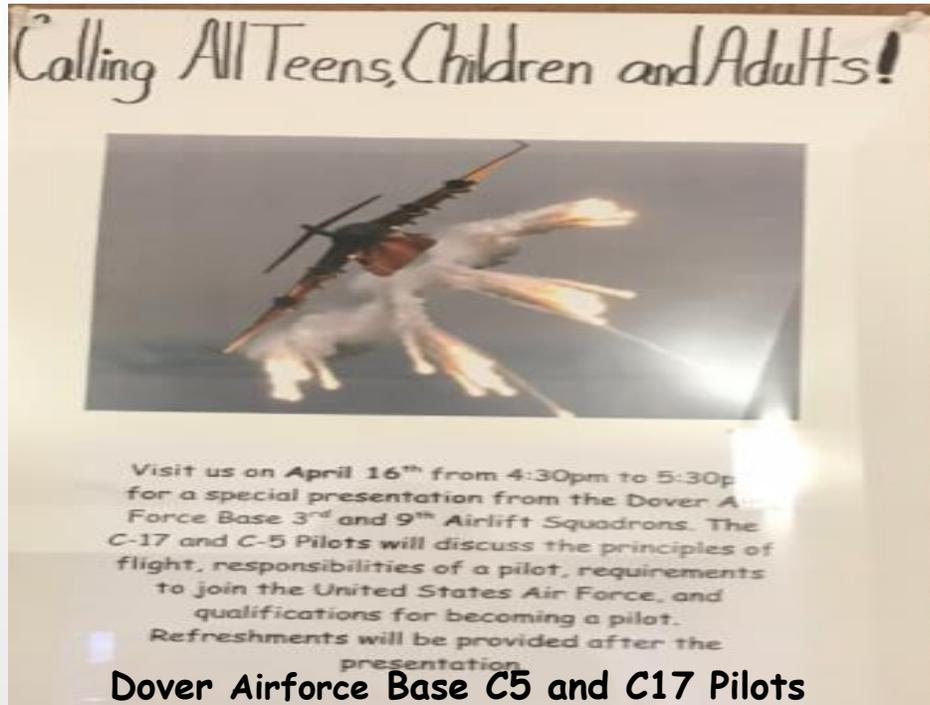
Paint Night

A Day With the Bearded Dragon

Dover Airforce Base C5 and C17 Pilots



**Delaware Aero Space Education  
Starlab Indoor Planetarium**



**Dover Airforce Base C5 and C17 Pilots**



**Milford Central Academy  
Outreach**



**Milford Culinary  
Arts School**



**Nanticoke Native Americans**



**Hispanic Awareness Month**

Just the Art Club

Unplugged Board Game Night

BINGO Night

STEM

Knitting and Croqueting Club

Tinker Cad -3 D Printing

Anime Night

Arts and Craft Night



Programs  
To meet the Needs of All Teens  
2019-2021

Movie Night

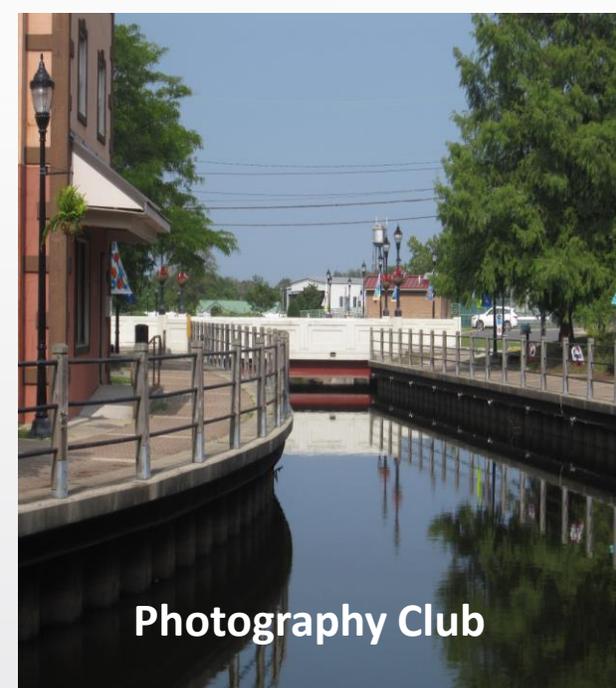
Virtual Reality Night

Model United Nations

Dungeons and Dragons Club

Photography Club

Who's the best at Checkers and Chess Club?



Photography Club



STEM: Crystallization



Build devices to play a volleyball game!  
(How many times can you get the ball back and forth over the net without it touching the ground?)

STEM: Create a Volleyball Launcher



Just the Art Club



STEM



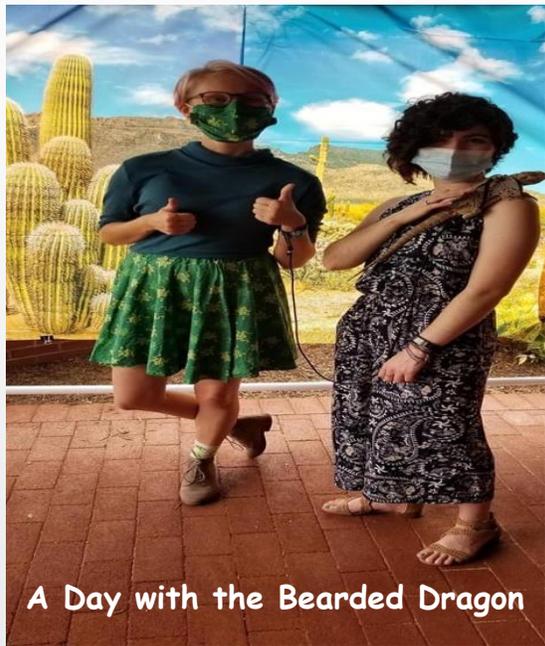
STEM



STEM



Arts and Crafts



A Day with the Bearded Dragon

### Virtual Activities

Looking for some stuff to do? Check out our virtual events and have some fun from home!

#### This Week's Theme: Being Productive Means Success

Personal productivity is completing the actions that move you closer to accomplishing your goals in a manner that brings balance and ease into your life.



[.https://milford.lib.de.us/virtual-events//](https://milford.lib.de.us/virtual-events//)

## How We Adjusted to COVID 19 and Continued to Serve Our Teens!



Summer Reading 2020  
Teen Winner

Weekly Newsletter  
<https://us20.admin.mailchimp.com/templates/edit?id=238867>

### Virtual Teen Clubs

- Book Club
- Anime Club
- Dungeons and Dragons Club
- On-line Gaming Club
- Art Club
- Discord Chat



Have a Holly Jolly Holiday



Monthly Outside STEM & Arts and Crafts

## In Teen Center Activities

	2019 Attendance Count	2019 # of Programs	2019 Program Attendance	2020 Attendance Count	2020 # of Programs	2020 Program Attendance
January	183	21	N/A	164	27	112
February	140	23	N/A	184	24	117
March	160	13	69	57	11	41
April	142	14	76			
May	157	14	130			
June	148	11	66			
July	141	14	100			
August	212	14	112			
September	133	22	65			
October	221	27	99			
November	125	28	208			
December	137	26	93			
Year End	1899	227	1018			

## Virtual Activities on Teen Website Site

Month	Attendance On-line Activities
April	N/A
May	136
June	202
July	102
August	270
September	201
October	191
November	98
December	91
<b>Total</b>	<b>1291</b>

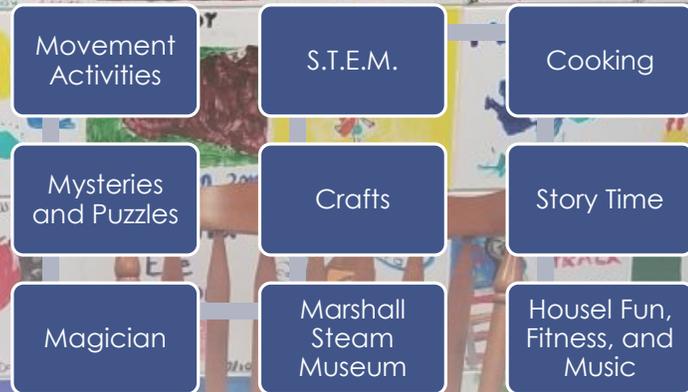
Total 2020 Attendance: 1608

## In Person Programs

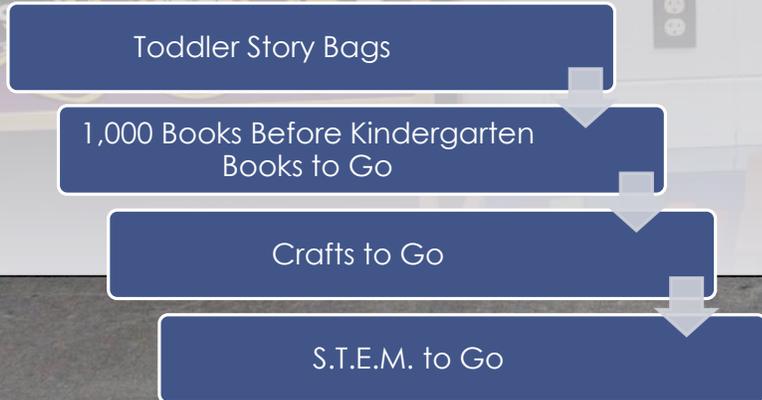


# Milford Children's Programs

## Virtual Programs



## Curbside Pickup Programs



## Outreach Events



# Children's Data 2019 and 2020

2019 In Person Programs	Number of Programs	Number of Participants
January	24	517
February	26	724
March	21	370
April	25	387
May	26	785
June	26	659
July	39	743
August	33	1090
September	17	250
October	24	380
November	16	263
December	18	524
<b>Total</b>	<b>295</b>	<b>6,692</b>

2020 In Person Programs	Number of Programs	Number of Participants
January	18	589
February	19	418
March	9	148
August	1	47
September	2	147
October	4	196
November	3	41
December	1	60
<b>Total</b>	<b>57</b>	<b>1,646</b>

Year	Number of Programs	Number of Participants
2019	295	6,692
2020	173	8,070

2020 Virtual Programs	Number of Programs	Number of Views
April	23	1,003
May	32	2,179
June	24	840
July	13	297
August	13	287
September	1	1,475
<b>Total</b>	<b>106</b>	<b>6,081</b>

2020 Curbside Programs	Number of Programs	Number of Views
July	1	24
August	1	50
September	2	86
October	2	96
November	2	50
December	2	37
<b>Total</b>	<b>10</b>	<b>343</b>



# Adult Services

Programming  
1,928

New Cards  
726

WiFi usage  
8,208

Curbside Pickups  
5,184

Social Media

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# Milford Public Library and COVID-19 Preparations

## Curbside Pickup



## PPE



Milford City Council  
*MEETING MINUTES*  
April 12, 2021

The City Council of the City of Milford met by way of video conferencing on Monday, February 8, 2021.

PRESIDING: Mayor Archie Campbell

IN ATTENDANCE: Councilmembers Daniel Marabello, Mike Boyle, Andrew Fulton, Todd Culotta, Brian Baer, Douglas Morrow, Jason James Sr. and Katrina Wilson

ALSO: City Manager Mark Whitfield, Police Chief Kenneth Brown and City Clerk Terri Hudson

COUNSEL: Solicitor David Rutt, Esquire

In an effort to adhere to social distancing protocols and best practices imposed by Governor John Carney's State of Emergency Declaration effective March 13, 2020, the City of Milford has canceled all public gatherings until further notice. See April 12, 2021 Council Meeting Agenda for additional information.

CALL TO ORDER

Mayor Campbell called the meeting to order at 7:26 p.m.

INVOCATION AND PLEDGE

The invocation was given by Councilmember Wilson, followed by the Pledge of Allegiance.

APPROVAL OF PREVIOUS MINUTES

Included in the packet were minutes from the January 25, 2021 Council Workshop and Council Meeting. Motion made to approve by Councilmember Fulton, seconded by Councilmember Culotta seconded. Motion carried.

RECOGNITION

The following two proclamations were presented and appropriate day/week proclaimed as indicated:

*Proclamation 2021-03/Lineman Appreciation Day/April 18, 2021*

City Manager Whitfield recognized the Lineman in the City and the work they do on a daily basis.

*PROCLAMATION 2021-03  
LINEMAN APPRECIATION DAY*

Whereas, on January 3, 2017, the 115<sup>th</sup> United States Congress adopted House Resolution 10 recognizing the profession of Electric Linemen, the contributions these brave men and women make to protect public safety, and to express support for the designation of April 18th as National Lineman Appreciation Day; and

Whereas, Linemen work with thousands of volts of electricity high atop power lines, sometimes 24 hours a day, 365 days a year, putting their lives on the line with little recognition from the community regarding the danger of their work; and

Whereas, Linemen are often the first responders during storms working to repair broken and damaged electrical lines under hazardous conditions to make the area safe for other public safety officials; and

Whereas, Milford's Linemen have been temporarily mobilized to assist other communities in emergency situations where mass numbers of people were left without electricity; and

Whereas, on this day, it is only appropriate we recognize the many contributions of these brave men who work tirelessly to provide dependable electricity not only within the City, but also to the Greater Milford area; and

Whereas, linemen play a vital role in our citizens' everyday lives by maintaining and growing our electrical infrastructure and simply 'keeping our lights on', which is often taken for granted by so many customers.

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, hereby proclaim April 18, 2021 as

Lineman Appreciation Day in the City of Milford

and urge all citizens to take a moment and recognize the professionals that work tirelessly each day to ensure electricity continues to flow to our homes, schools, hospitals, and businesses throughout our community.

*Proclamation 2021-08/National Public Safety Telecommunicators Week/Milford/April 11-17, 2021*

Milford Police Department Communication Supervisor Lt. Edward Huey then spoke on the following proclamation:

*NATIONAL TELECOMMUNICATORS WEEK  
April 11-17, 2021*

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Milford Police Department Emergency Communications Center and Sussex County and Kent County 911 Centers; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas, Public Safety Telecommunicators of the Milford Police Department, and the Kent and Sussex 911 Centers have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job 24 hours per day and seven days per week.

NOW, THEREFORE, I, Arthur J. Campbell, Mayor of the City of Milford, Delaware, do hereby proclaim week of April 11 through 17, 2021, to be

National Public Safety Telecommunicators Week

in the City of Milford, in honor of the men and women of the Milford Police Department Emergency Communications Center, Sussex County 911 Center and Kent County 911 Center, whose diligence and professionalism keep our city, county and citizens safe.

Public Safety Telecommunicators from Milford Police Department, and Kent and Sussex 911 Centers were then acknowledged for attending the virtual meeting.

## STAFF REPORTS

### *Monthly Police Chief Report*

Police Committee Chair Boyle gave the report for Chief Brown.

#### **Monthly Stats:**

A total of 479 arrests were made by the Milford Police Department during March 2021. Of these arrests, 134 were for criminal offenses and 345 for traffic violations. Criminal offenses consisted of 45 felony and 89 misdemeanors. Traffic violations consisted of 62 Special Duty Radar, 8 Drunk-Driving charges, 275 others.

Police officers investigated 51 accidents during the month and issued 68 written reprimands. In addition, they responded to 1084 various complaints including city requests and other agency assistance.

#### **Monthly Activities:**

Throughout the month of March, participated in numerous conference calls and virtual meetings in reference to the COVID-19 and the Governor's Emergency Order for the State of Delaware. This includes weekly Fire and Police conference calls, calls with the Governor, Municipalities of Sussex Co. conference calls and numerous calls with City Government Officials, the City Manager and the public. Also, participated in monthly State, Kent and Sussex Chiefs meetings, DPCC Meeting, City Council and Workshop meetings, and the weekly City Manager's Meeting with Department Heads.

Attended meeting with FirstNet to discuss MPD account via zoom held on March 3, 2021.

Attended Milford Senior Center Board meeting via Zoom held on March 3, 2021.

Presented check to Sr. Cpl. Webb at Benvenuto Restaurant in reference to fund raiser hosted by Take my Hand Ministries on March 4, 2021.

Attended new Police Department Facility Project Team meeting with Becker Morgan via Zoom held on March 5, 2021.

Attended SLEAF meeting via Zoom held on March 9, 2021.

Met with Becker Morgan to tour and inventory all out buildings in reference to new police facility held on March 10, 2021.

Attended Milford Senior Center Board meeting via Zoom held on March 10, 2021.

Attended meeting with City Staff in preparation for contract negotiations for sworn officers via Zoom held on March 11, 2021.

Attended Delaware Police Accreditation Commission meeting via Webex held on March 16, 2021.

Interview with IT Director Candidate at City Hall held on March 18, 2021.

Attended SALLE/EIDE meeting via Webex held on March 18, 2021.

Attended State Chief's Board meeting at Dover Police Department held on March 19, 2021.

Met with Representative Charles Postles for a live interview held at the Milford Police Department on March 22, 2021.

#### **Training –**

Most training for the department was either cancelled or performed via webinars for the Month of March 2021 due to the COVID-19 Pandemic.

Two officers attended the DUI Refresher Course held at the Delaware State Police Academy on March 11, 2021.

Two officers attended Def Tech Less Lethal Instructor Course held at the Ocean View Police Department from March 13, 2021 thru March 16, 2021.

One officer attended Basic Firearms Instructor training in Exeter, NH from March 1, 2021 thru March 5, 2021.

#### **SRO –**

Sgt. Masten and Detective Maloney (who both oversee MPD's Social Media) met with Tim Smith of Delmarva Digital to have a preliminary conversation about an upgrade to the department's website (MilfordPoliceDE.org). The current

web page has limitations and we're exploring a more interactive site that can be more beneficial to our citizens seeking information or services.

Sgt. Masten participated in the City of Milford Bicycle Advisory Committee Zoom meeting, where discussions continue about the City's Bicycle Master Plan.

Sgt. Masten once again registered the Milford Police Department as a DEA Drug Take Back location on April 24, 2021, from 10a-2p. This is an event we participate in twice a year as well as offering a 24 hour a day collection box provided by CVS Pharmacy.

### **K9 Unit** –

For the month of March 2021, the Milford Police Department K9 Unit had the following stats:

#### K9-1 (Mason)

- Building Search 2
- Drug Sniff 3
- CP/Demo 1
- Track 1

#### **Seized Items**                      **Amount**

- Marijuana 59.9 grams
- Heroin 1,074 bags
- Oxycodone Pills 132.5 pills
- Handgun 2

#### K9-2 (Audie)

- Building Search 3
- CP/Demo 2
- Drug Sniff 2
- Burglary 1

#### **Seized Items**                      **Amount**

- Marijuana trace
- Heroin .3 grams
- Paraphernalia

Councilman Fulton asked how Milford stood with the violent crimes and if it was increasing or staying the same. Chief Brown replied that violent crimes such as armed robberies are down but drug violence and the shootings are still above.

### *Monthly City Manager Report*

City Manager Whitfield provided highlights from his report included in the packet:

- After months discussing City essential employee's need for Covid-19 vaccination, the Governor approved moving them up on the priority list at the end of March.
- Lou and I have been working with DEMEC on the refinancing of bonds. The City is a 17% owner of DEMEC, and one of the top 3 electric consumers.
- Jamesha and I have been conducting interviews with firms interested in completing an update to our pay plan.
- Staff completed work on the CIP in March, and also made submissions for the 2022 Operating Budget.
- Rob, David Rutt and I have been dealing with a landlocked piece of property off of Masten Circle that is up for monitions sale. The owners have agreed to deed the property over to the City as long as it does not cost anything to them. The property is adjacent to a storm water pond we maintain, and is also adjacent to the solar farm property.
- We continue to receive information on the City's allocation of the American Rescue Plan. We are projected to receive about \$5.98 million.
- Three electric linemen left to take positions with other electric companies over the past seven months as well as our electric superintendent. Obviously, we are concerned about staffing moving forward. Public Works Director Mike Svaby is looking into interim steps.

- We have made an offer and received acceptance from the IT Director position and the Economic Development/Community Engagement Administrator positions.
- The Mayor, Brad Dennehy and I attended the monthly Water Infrastructure and Investment Network meeting.
- A new solar powered street light was installed at the intersection of Shelby Way and Rehoboth Blvd. CTF funds were used to pay for the installation into Maitland Estates.
- We have executed the contract between the Teamsters (Dispatchers) and the City.
- Public Works crews removed the deteriorated wall along the Milford Community Cemetery and Walnut Street.
- Brad, Mayor and I attended the Milford Community Cemetery board meeting. A new grass cutting contract was awarded. A proposal was submitted for an area designated for Jewish people; however, the Board felt the entire cemetery should be open to the public without designated "sections".

### *Public Works Department*

Director Mike Svaby submitted the following report:

#### **Director's Office**

- Worked with Human Resources to post critical vacancy of Electric Superintendent.
- Advertised RFP for Construction Management/Agency Advisor Services on the PD Building Project in multiple new media and multiple website listings including the City of Milford, Delaware Contractors' Association (DCA) and the Associated Builder and Contractors' Association (ABC).
- Finalized Capital Budget input and submitted preliminary Operating Budget input to Finance.
- Closed employee ADA survey gathering phase of ADA transition plan with >60% participation.
- Represented the City of Milford at Kent County Sewer Advisory Committee meeting.
- Began Key Accounts management planning for regular visitation and interaction.
- Worked with the State of DE DHSS/Office of Emergency Medical Services toward award of the free AED units for Public Works.
- Assisted Finance in preparing written requirements for shopping insurance services.
- Participated in APWA US Congressional Staffing briefing.
- Participated in selection process for multiple Economic Development and Information Technology Director Candidates.

#### **Electrical/Technical Services Division**

- Continued work with infrastructure kickoff at Windward on the River.
- Installed solar-powered community entrance lighting at Matlinds Estates.
- Met with Milford Little League on Lighting options.

#### **Public Services Division**

##### **Streets/Utilities Section**

- Removed wall from Odd Fellows Cemetery.
- Removed plow and salt spreaders from vehicles.
- Worked on filling pot holes in various locations throughout the City.
- Assisted Engineering in walk thru at Windward on the River, reviewing sewer and water valves with City Engineer.
- Assisted Wastewater crews in puling multiple wet well pumps for cleaning and unclogging.
- Prepped Street Sweeper vehicle for spraying for weeds.
- Implemented Hydrant Flushing schedule for Spring season as follows:
  - Ward 1: April 5-12
  - Ward 2: April 15-19
  - Ward 3: April 13-14
  - Ward 4: April 20-28

**Water/Sewer Section**

- Utilized Compliance EnviroSystems Inc (CES) to clear clogs at Truitt Avenue and Milford Pond Pumps Stations.
- Fork Landing Pump Station pump #2 pulled and cleared due to clogs.
- AmericInn Hotel Pump Station pump #1 pulled and cleared due to clogs.

**Facilities and Solid Waste Section**

- Began planning and design for addition of second utility payment drop box location.
- Began LED retrofit project. Installation has been completed at the Public Works Facility and Customer Service.
- Advertised Phase 2 Basement renovation Projects. Bids are due April 15, 2021.
- Completed Customer Service security camera replacement.
- Installed and implemented Finance/HR Building Security Door Access Panel.
- Worked with HR to search and interview for Solid Waste Collection operators.

**Engineering Division**

- Interviewed multiple Summer Intern applicants.
- Completed modifications to the plan set for Mispillion Group and reviewed cut sheets.
- Reviewed and provided comments on 2020 Street Utilities.
- Met with Milford School District regarding North and Church Street intersection and provided two proposed intersection adjustments.
- Continued work on crafting new construction specification for release
- Performed as-built review of Milford Ponds phase 1.7

**Operations Division**

- Met with PW Director to plan for July 1 Warehouse takeover of PW Yard control.
- Updated and finalized vehicle and equipment replacement schedule.
- Interviewed candidates and selected for PW Administrative Assistant Vacancy.

*Planning & Economic Development Department*

Director Rob Pierce presented the following report for his department:

- Through the first three months of the 2021 calendar year, the City issued 41 new residential construction permits. The total construction investment in Milford from January through the end of March based on issued building permits was \$12,809,770.
- The City of Milford has seen 78 projects with a committed investment of over \$22.6 million within the Downtown Development District (DDD) area since September 2016 (based on permit valuations from submitted applications). The State of Delaware has committed or awarded over \$2.67 million in grant funds for both large and small commercial and residential projects in Milford. The City has waived over \$369,000 in permit fees and taxes associated with these projects in accordance with Chapter 19 Economic Development and Redevelopment and DDD program guidelines.
- The Planning Commission and City Council will review a conditional use request to convert a former medical office on S. Walnut Street into a single-family detached dwelling with an apartment.
- The Planning Commission has begun reviewing Chapter 230 Zoning and Chapter 200 Subdivision of Land in an effort to address the goals and recommendations from the 2018 Comprehensive Plan, reduce the number of potential Board of Adjustment applications, provide clarity on ambiguous language and modernize portions of the ordinances. The Planning Commission reviewed parking and loading standards, landscape screening and miscellaneous provisions at the March meeting and provided feedback. The Commission will review the Use and Area Regulations and Open Space requirements at the April meeting. Additional workshops will be needed in the upcoming months to review definitions and Chapter 200 Subdivision of Land general design requirements.

The workshops will be held prior to each Planning Commission regular meeting over the next few months with the intent of having final edits for consideration this Summer.

- The Board of Adjustment will review one variance application for an oversized residential accessory garage located on S. Walnut Street.
- During the month of March, the City completed preliminary site plan review for the Food Bank, preliminary major subdivision review for revised plans for Wickersham, final major subdivision review for Knight Crossing – Phase I, minor subdivision applications for two properties in the downtown area, and a lot line adjustment plan for First Baptist Church of Milford.
- Century Engineering, DelDOT and Planning Staff continue to work on updating the Bicycle Master Plan. A list of projects has been developed by the team and DelDOT is working on prioritizing these segments based on criteria used by the State. The Bicycle Advisory Committee met during the month of March to review the findings. A public workshop will be scheduled for early May to review the same before finalizing the plan.
- Staff attended the Downtown Milford, Inc. Economic Vitality committee meeting and the Greater Milford Chamber of Commerce Economic Development Task Force meeting.
- Staff continues to work towards implementing the goals and objects of the 2018 Comprehensive Plan, SE Master Plan, Downtown Development District (DDD) application, Rivertown Rebirth Master Plan and Strategic Plan.

Rental Licenses Issued: 154

Vendor Licenses Issued: 0

Contractors Licenses Issued: 45

Business Licenses Issued: 65

#### Violation Activity:

New Violations Cited	Total
Abandoned Vehicle	0
Dangerous Tree	3
Furniture Violation	3
Generic Violation	10
Property Maintenance Violation	5
Rubbish & Garbage	5
Weeds & Grass	0
Zoning Use Violation	2
<b>Total</b>	<b>28</b>

#### Building Permits Issued:

Permits Issued by Type	Count
Commercial Demolition	0
Commercial Foundation	0
Commercial Building Permit	4
Construction Trailer	1
Residential Demolition	2
Residential Building New Construction	13
Residential Renovation/Accessory	16
Roof/Siding Permit	10
Sign Permit	6
Solar Panel Permit	0
Utility Permit	6
<b>Total</b>	<b>58</b>

## Inspections Performed:

Inspections Performed by Type	Count
Footer	39
Foundation	39
Framing	56
Insulation	42
Final	113
Residential Rental	0
<b>Total</b>	<b>289</b>

## Case Activity:

	Total
New Cases	28
Closed Cases	20
Open Cases at Start of Period	107
Open Cases at End of Period	115

*Parks & Recreation Department*

Director Brad Dennehy provided the following information:

- Winter sports programming concluded and preparations began for spring programming. Staff met with spring coaches to plan for our up-and-coming soccer, tennis and field hockey programs. We are excited to hire a new tennis coach and offer tennis for the first time in a number of years.
- Various new volunteers will be assisting with sports programming and staff worked with them to get them cleared through HR.
- Staff have been actively working with obtaining the various permits to be held at MSD locations for spring programming.
- We are starting to interview and hire staff for our summer kid's camp and have begun working on the schedule and planning trips for the campers.
- Director, Park Superintendent and HR Director had a meeting with the owners of the Temporary employment agency.
- 4 seasonal park tech's started mid-March with the cleanup of the Milford Community Cemetery.
- Mulch was ordered and crews began prepping the various locations for new mulch with de-weeding.
- Two zero turn mowers and two trailers were serviced for the up-and-coming season.
- New coconut liners were ordered for the hanging flower baskets and crews began prepping the new liners with new soil and conditioner and water reservoirs.
- Lights were removed from the trees downtown to coincide with day light saving time change.
- Crews installed a temporary fence alongside the Riverwalk so the railing contractor could begin removing the sections of fence.
- Director and Park Superintendent attended the DFIT safety meeting where the Superintendent presented on safety for riding mowers.
- Director and Park Superintendent attended the Chamber of Commerce meeting for the annual spring clean-up.
- Director attended three interviews for the Economic Development and Community engagement Director with a wrap up meeting.
- Director attended an interview for the IT Director meeting with a wrap up meeting.
- Director attended the bicycle advisory council meeting.
- Director prepared for the Parks and Recreation Advisory board meeting which was held March 17<sup>th</sup>.
- Director attended a weekly WIIN meeting, a monthly WIIN meeting and assisted the Mayor with a recording for a promotional video.
- Bids for the cemetery grass cutting were received, evaluated and a contract was awarded at the March 25<sup>th</sup> Community cemetery meeting.

- Director met with representatives of the Milford Rotary twice and engaged in an interview regarding making improvements to Marshall Pond.
- Director met with the Public Works Director, Electric Department and Milford Little League to discuss additional lighting at the ballfields in the interest of public safety.

*Human Resources Office*

HR Administrator Jamesha Eaddy offered the following report:

- Interviews were conducted for the positions of Public Works Equipment Operator, Solid Waste Operator/Collector and Engineering Intern.
- Onboarded new hire for the position of Public Works Equipment Operator.
- Job offers were accepted for the positions of Information Technology Director and Economic Development and Community Engagement Administrator.
- Internal Job Promotion: Amanda Lake was promoted to the position of Administrative Assistant, Public Works.
- COVID-19: As of March 31, 2021, the City has 0 positive employee cases. The City provided all employees with the registration links for multiple vaccine opportunities for Delaware workers.
- Interviews were conducted with 4 firms for the 2021 Job and Classification and Compensation Study. A firm will be selected in April.
- The Safety Committee identified a need for the placement of Automated External Defibrillator (AED) kits in City vehicles. So far, an AED vehicle kit has been issued to: Parks and Recreation, Solid Waste, Electric, Water/Sewer, Streets and Technical Services. The process will continue until all placement needs are met.
- Administrative Professionals Day: April 21, 2021. The City would like to recognize Amanda Lake (Public Works), Shelly Muise (Public Works), Doreen Wrightsman (Parks and Recreation) and Victoria Sessoms (Police) for their hard work and dedication to the City.

<b>Human Resources Office</b>	<b>Mar 2020</b>	<b>Mar-21</b>	<b>FY20 YTD (07/01/19-3/31/20)</b>	<b>FY21 YTD (07/01/20-3/31/21)</b>
Full Time Employees	122	121	122	121
Part Time/Seasonal Employees	5	9	5	9
Vacant Positions	0	7	0	7
Promotions	0	1	10	9

Councilman James asked if all employees will be covered by the compensation study; Ms. Eaddy replied that it will cover all departments though Chief Brown chose not to include the police officers and police dispatchers.

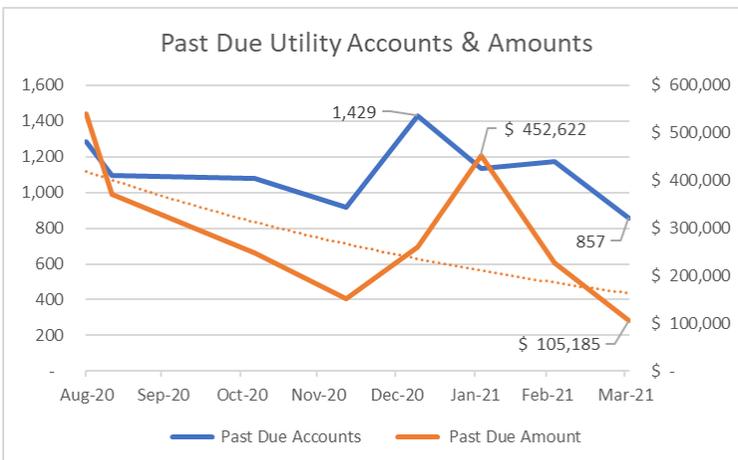
She added that the dispatcher contract was just finalized and the police officer contract will be moving into negotiations soon.

*Finance Department*

The following department report was then provided by Finance Director Lou Vitola:

- Monthly Financial Reporting
  - The February 2021 Month-to-Date (MTD) and Fiscal Year-to-Date (YTD) Financial Reporting Package was distributed to Council with a narrative addressing financial results.
  - One significant change (addition of p.3 – Enterprise Fund income statement summary) and one correction (excerpt of January expenditure report on p. 8) were made to the financial reporting package this month.
- Capital Improvement Planning
  - The Fiscal Year 2022-2026 Capital Improvement Plan (CIP) budgeting process was launched internally in February; staff from all departments met the deliverables in the schedule through March to prepare for the April 12, 2021 presentations. A recap of the schedule follows:
    - March 2021 – Finance & Management Staff to review, question, build spreadsheet, prepare presentation

- April 12, 2021 – CIP to Finance & Public Works Committee and City Council
  - April 26, 2021 – Council adopts CIP with funding addressed in 2022 Operating Budget
- Operating Budget
  - The Fiscal Year 2022 Operating Budget process kicked off on Monday, March 1 with the distribution of spreadsheet templates, internal projections and guidance to department heads; we will work according to the following schedule:
    - March 24, 2021 – All worksheets and supporting documentation due to Sandra Peck
    - April – Review and update spreadsheets (Sandra/Lou/Mark)
    - April 12-16, 2021 – Supervisor meetings/questions (Mark/Lou/Sandra)
    - April 19 – May 3, 2021 – Finalize and prepare budget for presentation (Sandra/Lou/Mark)
    - May 7, 2021 – Draft FY22 Operating Budget to Clerk for distribution to City Council
    - May 17-20, 2021 – Evening budget workshops with City Council (two evenings)
    - June 7, 2021 – Final FY22 Budget distributed to City Council
    - June 14, 2021 – FY22 Budget adoption by City Council
- FY20 Financial Statement Preparation and Audit
  - As expected, all final audit communications confirmed an unmodified opinion ("clean audit"), as well as a successful audit of federal funds and internal controls
  - The FY20 Annual Report was approved by City Council on March 8, 2021
  - From March 9 through March 17, 2021, the Auditors finalized their subsequent testing requirements and quality control, dated and executed all required communications and merged audit disclosures with the approved document to render the final report for publication
    - *See signed & dated "communication to governance" enclosed, which replaces previous draft distributed to Council on March 8, 2021*
  - The City met its annual disclosure requirement by publishing the approved, audited FY20 Annual Report to the Municipal Securities Rulemaking Board (MSRB) by the deadline
  - The City met its federal audit requirements by publishing approved, audited FY20 Annual Report and "single audit" to the Federal Audit Clearinghouse (FAC) by the deadline
- Enterprise Resource Planning (ERP) Vendor Demonstrations
  - The City of Milford ERP Scoring Team and staff representing functions throughout City operations participated in software demonstrations from the two finalists in the process over the course of six full days the last week of February and the first week of March.
  - The project team compiled staff evaluations and incorporated reviews into the scoring model
  - The project team conducted five reference calls at the end of March and the first week of April
  - The evaluations and reference calls will be reviewed the second week of April to assist in the development of a software platform recommendation, though a clear selection has yet to emerge
- Billing & Customer Service Department
  - After suspending utility service interruptions from December 10, 2020 through January 28, 2021 due to reduced staffing levels and weather conditions, past due volumes approached levels consistent with the spike observed last spring resulting from statewide restrictions on utility disconnections. Staffing and conditions returned to normal in February and remained consistent through March.



February and remained consistent through March. Our ability to contain credit risk and limit exposure to losses improve substantially with the ability to interrupt service delivery, which is evident in the graph to the left. At the same time, we continue to monitor past due accounts carefully, offering extended payment plans, COVID-19 relief funds, and referrals to charitable resources.

- The 2020 tax levy was due September 30, 2020.
- The table below highlights past due property tax data since then. The formal monitions process kicked off in February and continued through March

with assistance from Solicitor Rutt. We will continue to review the Department's collection processes to encourage payment, improve the property tax collection rate and signal a standardized set of regular tax collection procedures.

Property Tax Levy	Past Due Amounts as of:					
	11/5/2020	12/11/2020	1/8/2021	2/1/2021	3/3/2021	4/1/2021
2020	\$ 229,290	\$ 132,511	\$ 108,200	\$ 102,144	\$ 95,069	\$ 81,056
2019 & Prior	249,788	229,831	221,023	218,418	208,083	195,772
<b>Total</b>	<b>\$ 479,078</b>	<b>\$ 362,342</b>	<b>\$ 329,223</b>	<b>\$ 320,562</b>	<b>\$ 303,152</b>	<b>\$ 276,828</b>

## MONTHLY CITY FINANCE REPORT

Finance Chair James provided a brief synopsis and referred to page three. Many of council have been asking for a P&L type summary for the enterprise funds that gives the revenues and expenses and the net position and is in good condition.

He thinks it is in good condition, but that has occurred over time. The first thing done was to give the cash reserves statement that reflect what is in reserves and those things that are encumbered. That has been greatly encumbered by the Finance Director. Those are two enhancements but if there's other enhancements that will help Council to make decisions and whether to say yay or nay to funding something. Even at budget this will show the financial position that impact is and he encouraged Council to speak to Mr. Vitola if additional information is needed to help.

Director Vitola then continued with his summary of the City's finances as of February 2021:

The following executive summary highlights this month's notable developments. One significant change was made to the report layout this month: a new page (p. 3) was inserted between pages 2 and 3 in the legacy report to summarize the YTD performance of the four enterprise funds in a "profit and loss" (P&L) or income statement format. In addition, an error from the January report was corrected and included with this month's report. Details of each follow.

- Pages 1-2: Cash and Reserve Balances
  - Cash and investment balances (page 1) remain strong through the first eight months of the year, but the standard caution is that reserve requirements and funding commitments (page 2) encumber a significant portion of the balance in each fund, most notably the general fund, sewer fund, the Municipal Street Aid (MSA) fund and Realty Transfer Tax (RTT) fund.
  - Nominal disbursements were made from the four major reserve accounts (page 2, lines 18-21) during February, which primarily constituted investment fees.
  - Impact fee collections, permit charges and RTT receipts were strong in February, representing a continuation of the above-average activity in residential and commercial construction and resale markets.
  - The Minimum Cash Requirement (MCR) in the general fund (p. 2, row 13) was adjusted downward from 60 to 45 days' operating expenses to permit an offsetting expansion in the Equipment Replacement Reserve (ER) such that the ER balance (p. 2, row 14) will be sufficient to meet the general fund vehicle and equipment replacement schedule contemplated in the first draft of the FY2022-26 Capital Improvement Plan.
- New Page 3: Enterprise Funds – Statement of Revenue & Expenditures (P&L Style Statement)
  - The new presentation features a consolidated view of the YTD performance of the City's four major enterprise funds using a "P&L" or income statement format readers may recognize more readily than the detailed revenue (p. 4) and expenditure (p. 5-9) reports that follow.
  - The statement was modeled after the presentation of the Proprietary Funds Statement of Revenues, Expenses and Changes in Net Position found in the City's annual audited financial statements, though this monthly version excludes the internal service fund, certain non-operating revenue (such as impact fees and grants) and expense (such as depreciation expense), and consolidates operating expenses into two categories.
  - The presentation will be modified as needed based on feedback and the Finance Department's plans to incorporate comparative data and non-financial operating data into the monthly report.
- Page 4-9: Revenue & Expenditures
  - YTD general fund revenue as a percentage of the annual budget is 81%, but the figure is skewed by the annual tax billing and the monthly recognition of reserves and transfers to match the budget. Adjusted for property tax billing, incoming transfers and reserve-funded initiatives, YTD general fund revenue is still a healthy 74% of the

annual budget, while expenditures are being monitored closely, again measuring under the levelized budgeted expenditures through the end of February.

- Enterprise fund revenues likewise remain strong through the first eight months of the year. After December's light results, revenue rebounded in the first two months of 2021 to exceed the budget in all funds, pushing the YTD revenue variance ahead of the levelized revenue budget by almost 5%.
- Page 8 in the February report contains an excerpt from the January report (p. 7 of 8) containing a correction of an omitted expense account. The correction shown in blue on line 76 impacted various subtotals and grand totals throughout the page, which are shown in red to highlight the changes versus the January report as submitted. A corrected version of the January report will be published on the City's website.
- Total enterprise fund expenses were higher this month compared to January, even when adjusted for the sewer expense omission. Increased expenditures in the water and sewer divisions were offset by lower costs in the electric and solid waste operations.
- The narrative through fiscal year 2021 continues to hold through February; the City's controllable operating expenses and capital spending funded by current operations have been held deliberately low as long as possible. Necessary operating and capital expenditures deferred to the second half of the year have the potential to contribute to a reversal of the positive budget variance experienced throughout the fiscal year.

Mayor Campbell asked if the delinquent tax balances have improved; Director Vitola replied that the amount due has decreased. The report in the packet shows the numbers through February. When he reviewed the data through April 1<sup>st</sup>, he observed that March was a great month for past due collections. Currently, the past due balance has decreased to \$105,000.

Councilmember Marabello moved to accept the Police Report given by Councilman Boyle and the City Manager Staff Reports and Monthly Finance Report, seconded by Councilmember Culotta. Motion carried.

#### COMMITTEE & WARD REPORTS

Councilman James received a complaint from a business owner on Walnut Street who had a concern when coming to the stop sign beside Davis, Bowen and Friedel and facing Park Place, it is difficult to see traffic coming up and down Washington street without sticking your front bumper out to risk getting hit. They were wondering if perhaps a mirror or something could be added to show the Washington Street traffic to prevent that situation.

City Manager Whitfield will have Public Works and the City Engineer review the situation.

#### COMMUNICATION & CORRESPONDENCE

*Reminder/Annual Organizational Meeting-Swearing in of City Council/May 3, 2021*

The Annual Organizational Meeting will be held on Monday, May 3, 2021 at 7:00 p.m. Councilmembers Marabello, Culotta, Morrow and James will be sworn in at that time.

The City Clerk encouraged the engagement of family members even though it will be done virtually.

#### UNFINISHED BUSINESS

*Authorization/Capital Purchase/Trencher/Electric Department*

Public Works Director Svaby asked for authorization to replace the existing 2001 Vermeer Trencher used by the Electric Division, with a 2021 Ditch Witch RT45A Compact Trencher. The existing trencher is 20 years old, is too small, is unable to keep up with current needs, and has been used beyond its life expectancy. The replacement of the unit was identified in the 2021 Capital Improvement Plan.

The purchase of this truck will be made through the SourceWell Contract. The Electric Division budgeted \$95,000.00 for the purchase of this unit with the SourceWell final cost coming in at \$89,599.77.

Councilman James moved to authorize a purchase order to Charles Machine Works per the SourceWell Contract pricing, Quote #20169416 in the amount of \$89,599.77, with funding coming from Electric Operating/Vehicle Capitol line item, seconded by Councilmember Wilson. Motion carried with no one opposed.

*Authorization/Capital Purchase/Dump Truck/Electric Department*

Public Works Director Svaby asked the City Council to consider the replacement the existing 2005 Ford F350 Dump Truck used by the Electric Division with a 2022 Ford F450 Dump Truck. The existing truck is sixteen years old, has approximately 54,000 miles, and has been used beyond its life expectancy. The replacement of the unit was also identified in the 2021 Capital Improvement Plan.

The purchase of this truck will be made through the State of Delaware Procurement System. The Electric Division budgeted \$100,000.00 for the purchase of this vehicle with the final State of Delaware cost at \$67,520.00.

Councilmember Fulton moved to authorize a purchase order to Hertrich Fleet Services, Milford, Delaware per State of Delaware Contract pricing in the amount of \$67,520.00, with funding to be paid from Electric Operating/ Vehicle Capitol, seconded by Councilmember James. Motion carried.

NEW BUSINESS

*Chamber of Commerce/2021 Freedom Festival/Request for Funding/Alcohol Waiver Request/Bicentennial Park*

Event Chair Angela Dorey communicated the following request:

The Chamber of Commerce for Greater Milford is excited to host the 20th Anniversary Riverwalk "Freedom" Festival scheduled for Saturday, September 18, 2021. As in the past, the event will be held on one day, with vendors and various attractions beginning at 9 am continuing throughout the day, concluding with fireworks after dark that evening. We would like to host the Red, White and Brew Garden in Bicentennial park again this year. We request your permission to waive the alcohol restrictions in the park on the date of the festival.

We will use a similar layout that has worked so well in past years with minor adjustments to allow for proper social distancing if required at the time. There will be a fenced area in a section of the park with a view of the stage. We will be checking identifications and hand stamping those twenty-one (21) years old or older. This will allow the purchase and consumption of alcoholic beverages during the festival in the designated area only. As the Delaware Alcoholic Beverage Control regulations permit, the designated area will be family friendly, so all ages will be permitted to enter the area. We will have one entrance/exit clearly marked with eye level signage that no alcoholic beverages are permitted beyond the designated area. We will have crowd monitors to assure no one leaves the area with alcohol. We will have a portable restroom in the enclosed area, as well as multiple trash bins.

We plan to have cornhole and food vendor(s) in the area as well. We will provide several open tents to provide shade, cover and in the evening the area will be well lit. All Delaware Alcoholic Beverage Control regulations regarding alcohol service, including obtaining a "Gathering License" will be observed and adhered to. The Brew Garden would open at 12 noon on Saturday, September 18th and would close at 10:30 pm. All alcoholic beverage sales will end promptly at 10:00 pm. We are requesting your approval to waive the restrictions against alcohol in the park on this date (or the rain date). If you have any questions, please contact me at 302-588-3573 or email at [angeladorey@comcast.net](mailto:angeladorey@comcast.net). Thank you for your consideration in this matter.

Councilman James commented that the last time this event was held, the area designated for alcohol was well monitored and maintained.

City Manager Whitfield asked the timeframe of when the \$30,000 was needed. Ms. Dorey replied as soon as possible due to advertising needs and the security of entertainment.

Councilman James stated that he believes that this is something that the community desperately needs.

Councilman Fulton noted the big uptick in Covid numbers and asked if there was a plan should things begin to get shut down again. Ms. Dorey explained they are working very closely with the Department of Health and Human Services.

A plan will be developed based on the situation at that time. Since the event is outdoors, it is believed that distance will be enough to proceed with the event. All of the guidelines provided by the Governor will be followed.

Councilman Culotta asked if the event were to be cancelled, how would happen to the funding that has already been donated. Ms. Dorey replied that a lot of their vendors are local and work with them with this a consideration. Any money spent on advertising done prior to the cancelation would be lost.

Solicitor Rutt suggested that when these contracts are entered to include a clause that in the event of COVID, all money would be refunded or carried forward to the next event to prevent additional funds being lost.

Councilman Fulton moved to grant a waiver for alcohol as well as to allocate \$30,000.00 for this event. Councilmember Boyle seconded the motion that carried unanimously.

*Adoption/Resolution 2021-05/Annexation Committee Investigation/Lands belonging to Walter G. & Sharon A. Feindt, Trustees/Sussex County Tax Map No. 330 -11.00-44.05, 44.06 & 44.07  
East side of South Rehoboth Boulevard, approximately 0.4 miles south/southeast of Route 36*

The following request was received from Mr. and Mrs. Feindt:

Dear Mayor and City Council,

Please accept this letter as our formal request for annexation of the above referenced parcels into the City of Milford. The land is currently zoned as Agricultural Residential (AR-1) and the land is currently vacant. As per the City's 2018 Comprehensive Plan the parcel is classified as proposed Residential- Low Density. Based on this, we are requesting Community Neighborhood Commercial (C-1) zoning for all three parcels, which contain 1.994 +/- acres. The purpose of this request is to utilize all the services and resources that the City has to offer as well as provide support to the nearby hospital with medical offices.

Director Pierce reviewed the information that was included in the packet.

Mayor Campbell asked for any public comment or questions; there was none.

Councilmember Boyle made a motion, seconded by Councilmember Morrow to adopt Resolution 2021-05 as follows:

Annexation/Lands belonging to Walter G. & Sharon A. Feindt, Trustees  
East side of South Rehoboth Boulevard, approximately .4 mile south/southeast of Delaware Route 36  
Milford, DE 19963  
Sussex County Tax Map No(s): 330 -11.00-44.05, 330 -11.00-44.06 & 330 -11.00- 44.07  
1.994 +/- Acres  
Current Zone: Agricultural Residential (AR-1)  
Proposed Zone: Community Neighborhood Commercial (C-1)

#### COMMITTEE DIRECTED TO INVESTIGATE ANNEXATION

Whereas, a Petition, signed by the legal property owners and duly witnessed, requesting annexation into the City of Milford, all that certain lot, pieces or parcels of land situate in Cedar Creek Hundred, Sussex County in the State of Delaware, in accordance with a recent survey prepared by Christopher D. Waters, Professional Land Surveyor, DE NO. S6-647, dated March 22, 2021, attached hereto as Exhibit A, more particularly described as follows, to wit:

#### LEGAL DESCRIPTION LANDS OF WALTER G. & SHARON A. FEINDT, TRUSTEES

#### PARCEL 44.06

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of S. Rehoboth Boulevard and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Parcel "44.06," as shown

on a plat entitled "Topographic Survey Plan," completed by Davis Bowen & Friedel, Inc., dated March 2021; said piece or parcel being more particularly described as follows:

BEGINNING at point formed by an iron pipe found at the intersection of northeasterly right-of-way line of S. Rehoboth Boulevard, 60 feet wide, with the westerly line of lands of, now or formerly, Christopher J. Nelson, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware; said beginning point being coordinated on the Delaware State Grid System as North: 329,964.46 feet, East: 657,906.64 feet; thence,

- 1) leaving said Christopher J. Nelson lands and running by and with said right-of-way line of S. Rehoboth Boulevard, North 32 degrees 56 minutes 09 seconds West 121.62 feet to an iron pipe found at a point, thence running,
- 2) by and with Parcel 44.07, other lands of Walter G. & Sharon A. Feindt, trustees, North 59 degrees 37 minutes 25 seconds East 200.00 feet to an iron pipe found at a point, thence running,
- 3) by and with Parcel 44.05, other lands of Walter G. & Sharon A. Feindt, trustees, South 32 degrees 56 minutes 09 seconds East 121.62 feet to an iron pipe found at a point, thence running,
- 4) by and with lands of Christopher J. Nelson, South 59 degrees 37 minutes 25 seconds West 200.00 feet to an iron pipe found at a point and place of beginning; CONTAINING 24,300 square feet of land, more or less.

#### PARCEL 44.07

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of S. Rehoboth Boulevard and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Parcel "44.07," as shown on a plat entitled "Topographic Survey Plan," completed by Davis Bowen & Friedel, Inc., dated March 2021; said piece or parcel being more particularly described as follows:

COMMENCING at point formed by an iron pipe found at the intersection of northeasterly right-of-way line of S. Rehoboth Boulevard, 60 feet wide, with the westerly line of lands of, now or formerly, Christopher J. Nelson, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware; said beginning point being coordinated on the Delaware State Grid System as North: 329,964.46 feet, East: 657,906.64 feet; thence running North 32 degrees 56 minutes 09 seconds West 121.62 feet to an iron pipe found at a point and place of beginning, thence,

- 1) leaving Parcel 44.06, other lands of Walter G. & Sharon A. Feindt, trustees and running by and with said right-of-way line of S. Rehoboth Boulevard, North 32 degrees 56 minutes 09 seconds West 50.03 feet to an iron rod with cap set at a point, thence running,
- 2) by and with lands of Windward Milford, LLC., North 59 degrees 37 minutes 25 seconds East 250.00 feet to an iron pipe found at a point, thence running,
- 3) by and with Parcel 44.05, other lands of Walter G. & Sharon A. Feindt, trustees, South 32 degrees 56 minutes 09 seconds East 50.03 feet to an iron pipe found at a point, thence running,
- 4) by and with other lands of Walter G. & Sharon A. Feindt, trustees, South 59 degrees 37 minutes 25 seconds West passing through an iron pipe found at a distance of 50.00 feet and having a total distance of 250.00 feet to an iron pipe found at a point and place of beginning; CONTAINING 12,495 square feet of land, more or less.

#### PARCEL 44.05

ALL that piece or parcel of land, hereinafter described, situate, lying and being on the northeasterly side of S. Rehoboth Boulevard and being located in Cedar Creek Hundred, Sussex County, Delaware, being all of Parcel "44.05," as shown on a plat entitled "Topographic Survey Plan," completed by Davis Bowen & Friedel, Inc., dated March 2021; said piece or parcel being more particularly described as follows:

COMMENCING at point formed by an iron pipe found at the intersection of northeasterly right-of-way line of S. Rehoboth Boulevard, 60 feet wide, with the westerly line of lands of, now or formerly, Christopher J. Nelson, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware; said beginning point being coordinated on the Delaware State Grid System as North: 329,964.46 feet, East: 657,906.64 feet; thence running North 59 degrees 37 minutes 25 seconds East 200.00 feet to an iron pipe found at a point and place of beginning, thence,

- 1) leaving lands of Christopher J. Nelson, and running by and with Parcel 44.06, other lands of Walter G. & Sharon A. Feindt, trustees, North 32 degrees 56 minutes 09 seconds West 121.62 feet to an iron pipe found at a point, thence running,
- 2) by and with Parcel 44.07, other lands of Walter G. & Sharon A. Feindt, trustees, the following two (2) courses; North 59 degrees 37 minutes 25 seconds East 50.00 feet to an iron pipe found at a point, thence,
- 3) North 32 degrees 56 minutes 09 seconds West 50.03 feet to an iron pipe found at a point, thence running,
- 4) by and with lands of Windward Milford LLC., North 59 degrees 37 minutes 25 seconds East 285.38 feet to an iron rod with cap set at a point, thence running,
- 5) by and with lands of Ann B. Freeman, the following three (3) courses; South 12 degrees 48 minutes 03 seconds East 70.59 feet to a point, thence running,
- 6) South 16 degrees 29 minutes 39 seconds East 100.13 feet to a point, thence running,
- 7) South 22 degrees 07 minutes 29 seconds East 7.05 feet to a point, thence running,
- 8) by and with lands of Christopher J. Nelson, South 59 degrees 37 minutes 25 seconds West passing through an iron pipe found at a distance of 10.14 feet and having a total distance of 281.36 feet to an iron pipe found at a point and place of beginning; CONTAINING 50,077 square feet of land, more or less.

has been submitted to the City Council of the City of Milford.

Now, Therefore, a Committee, composed of three (3) elected members of City Council and one (1) member of the Planning Commission has been appointed by the Mayor to investigate the possibility of annexing the legally described property, said Committee to be comprised of Chair Dan Marabello, Councilmembers Brian Baer and Katrina Wilson along with Planning Commission Chairman Marvin Sharp.

Be it Further Resolved, that said Committee shall submit a written report containing its findings and conclusions to the Mayor and City Council of Milford. The report so submitted shall include the advantages and disadvantages of the proposed annexation, both to the City of Milford and to the territory proposed to be annexed, and shall contain the recommendation of the Committee whether or not to proceed with the proposed annexation and the reasons therefore, as well as a recommended zoning district for the property to be annexed.

Motion carried with no one opposed.

*Introduction/Ordinance 2021-04 Brad Schlotterbeck for a Conditional Use Permit to allow a Single-Family Detached Dwelling with Apartment on .42 +/- acres of land at 219 South Walnut Street acres located on the east side of South Walnut Street in an R-1 (Single Family Residential) District. Applicant proposes to convert a 6,654 square foot medical office building into a single-family detached dwelling and a single 840 square foot apartment unit. Chapter 230-9 (C)(4) of the City Zoning Code states conversion of a one-family dwelling into multiple dwelling units is permitted with the conditional use approval by City Council. Present Use: Medical Office Tax Map & Parcel 3-30-6.20-055.00*

Planning Director Rob Pierce introduced the ordinance on behalf of City Manager Mark Whitfield. Public hearings have been scheduled for the City Planning Commission and City Council later this month.

## EXECUTIVE SESSION

Councilmember Boyle moved to go into Executive Session reference below statutes, seconded by Councilmember Wilson:

*Legal-*

*Pursuant to 29 Del. C. §10004(b)(4) Strategy sessions, including those involving legal advice or opinion from an attorney-at-law, with respect to collective bargaining or pending or potential litigation.*

*Property Sale/Lease-*

*Pursuant to 29 Del. C. §10004(b)(2) Preliminary discussions on site acquisitions for any publicly funded capital improvements, or sales or leases of real property;*

Motion carried.

Mayor Campbell recessed the Council Meeting at 8:46 p.m. for the purposes as permitted by the Delaware Freedom of Information Act.

*Return to Open Session*

Council returned to Open Session at 9:26 p.m.

*Property Sale/Lease*

Councilmember Fulton moved to authorize our city manager to proceed as was discussed in Executive Session, seconded by James. Motion carried.

## ADJOURNMENT

There being no further business, Councilmember Wilson moved to adjourn the Council Meeting, seconded by Councilmember James. Motion carried.

The Council Meeting adjourned at 9:28 p.m.

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Tracy Torbert  
Transcriptionist

# City of Milford



## PROCLAMATION 2021-13 Honoring Former Councilmember Owen S. Brooks Jr.

Whereas, sworn in as Councilman of the Third Ward in April 1982, Owen S. Brooks, Jr. completed his last elected term on June 2020; and

Whereas, many impressive accomplishments have taken place during his 38-year tenure, some involving essential transportation improvements and major utility expansions, the redevelopment of vacated subdivisions throughout the community, the formation of private/public partnerships, many healthcare projects; and specifically the development of the Greater Milford Industrial Park and Independence Commons, a new City Public Works Facility, the extraordinary revitalization and preservation of Milford's downtown, especially following the 2003 fire that nearly destroyed the historic district, completion of the Mispillion Greenway Riverwalk and Park phasing project, the more than \$314 million Bayhealth Sussex Campus, the transformation of the former Milford Memorial Hospital into a vibrant Milford Wellness Village offering a multitude of amenities, the 95,000-square-foot Nemours Facility that provides services to both children and seniors, and the repurposing of the antiquated Milford Armory that is now open to the public for activities, workshops, seminars, and more; and

Whereas, Councilman Brooks has served as a member of various committees including, but not limited to Parks and Recreation, Community Affairs and Economic Development, Finance, Public Works, Police, Annexation and three Charter Review Subcommittees, many of which he led as Chairman; and

Whereas, he served as Council's representative on the Milford Community Cemetery Committee and was an advocate for issues such as fiscal accountability, improved City programs for youth and seniors, public safety and housing opportunities; and

Whereas, Councilman Brooks was selected by his Council colleagues to serve as Vice Mayor beginning in April 1987 and was re-elected for the next 18 years, thus becoming the longest-serving Vice Mayor in the City's history; and

Whereas, he has served with the goal of building a community that thrives economically, while maintaining the small-town quality of life that the City of Milford has cherished for generations.

**NOW, THEREFORE, BE IT HEREBY PROCLAIMED BY THE MAYOR AND COUNCIL OF THE CITY OF MILFORD,  
IN COUNCIL MET:**

That we hereby honor the tremendous impact and celebrate the exceptional leadership that Owen S. Brooks Jr. has displayed over almost four decades and thank him for helping to guide his beloved City into one of the most prosperous in the State of Delaware, made possible by his commitment, devotion, thoroughness, good judgment, integrity, and concern for its residents.

Best wishes are extended to him and his family in all future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed hereto this 9th day of August 2021.

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Mayor Arthur J. Campbell

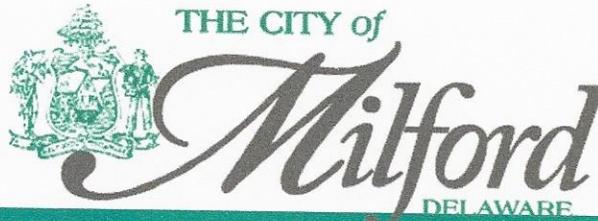
Attest:

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City Clerk Teresa K. Hudson



OFFICE OF THE CHIEF OF POLICE  
KENNETH L. BROWN  
kenneth.brown@cj.state.de.us



400 NE Front Street  
Milford Delaware 19963  
302.422.8081 Fax 302.424.2330

TO: Mayor and Members of City Council  
FROM: Kenneth L. Brown, Chief of Police   
DATE: August 4, 2021  
RE: Activity Report/July 2021

**Monthly Stats:**

A total of 460 arrests were made by the Milford Police Department during July 2021. Of these arrests, 80 were for criminal offenses and 380 for traffic violations. Criminal offenses consisted of 13 felony and 67 misdemeanors. Traffic violations consisted of 22 Special Duty Radar, 11 Drunk-Driving charges, 347 others.

Police officers investigated 60 accidents during the month and issued 143 written reprimands. In addition, they responded to 1248 various complaints including city requests and other agency assistance.

**Monthly Activities:**

Throughout the month of July, participated in numerous conference calls and virtual meetings including the monthly State, Kent and Sussex Chiefs meetings, DPCC Meeting, City Council and Workshop meetings, and the bi-weekly City Manager's Meeting with Department Heads.

New hire interview for dispatcher position held on July 1, 2021.

Juvenile Justice Advisory Group (JJAG) Monthly meeting held via Zoom on July 12, 2021.

Attended Salary Scale Pre-meeting held via Zoom on July 12, 2021.

Attended meeting with City Staff in preparation for contract negotiations for sworn officers via Zoom held on July 12, 2021.

Attended DE Police Chiefs' Council meeting held at the Dover Police Department on July 13, 2021

Attended meeting with City Staff, Teamsters and Union Stewards for contract negotiations for sworn officers via Zoom held on July 16, 2021.

Attended Sussex County Chiefs' meeting held in Georgetown on July 20, 2021.

Attended Delaware Police Accreditation Commission Meeting held at the Department of Safety & Homeland Security on July 20, 2021.

Attended the Milford Police Department – Project Team Kick-off meeting held at the Police Department on July 20, 2021.

Attended Prevention Subcommittee Meeting held via Zoom on July 23, 2021.

### **Training –**

One officer attended a 2-day Firearms Instructor Course held at the Bridgeville Shooting Range on July 1, 2021 - July 2, 2021.

All sworn received In-Service training for a new program called 1<sup>st</sup> Responder Naloxone Leave Behind Program held via webinar to be completed by August 1, 2021.

### **SRO –**

Sgt. Masten met with the Milford Community Parade Committee as the planning has begun for this October's event. Lt. Wells and Sgt. Masten work with the parade committee each year in the planning stages to discuss plans for traffic, parking, and crowd management.

Sgt. Masten met with a group of women at the Church of the Nazarene to discuss a variety of safety topics. The meeting began with Sgt. Masten conducting the Run, Hide, Fight intruder training. After that Sgt. Masten and the group discussed safety topics of interest to those in attendance.

As the return to school approaches, Sgt. Masten has started conversations about conducting intruder training for staff at several of the schools in the district. There also are plans for the first "Tabletop" exercises at Lulu Ross and Mispillion Elementary as well as presenting the Run, Hide, Fight intruder training to staffs at both buildings. Under the Omnibus School Safety Act each school in Delaware must conduct two intruder drills and one tabletop exercise each school year. A tabletop exercise is a mock scenario where decision makers discuss how they would handle an event and evaluate the current safety plans during these discussions.

Sgt. Masten and the Department's Mental Health Clinician have begun talks on developing informational handouts that we can distribute to our homeless population prior to a severe weather event. They are researching area shelters and requirements for entry. Outside of Code Purple for the winter season, there are typically no shelters for weather events such as a hurricane. The two are compiling a list that they can distribute to residents of the camps if a severe weather event approaches.

Social Media Update: July statistics are as follows. Our Nextdoor posts during the month made 528 impressions and we're up from June with 2023 members, compared to 1990 last month. Our Facebook page has 11,360 likes, which is also up from our June number of 10,712. Posts during the month reached 199,261 people with 8156 people actually engaging in our posts. On Twitter our

Tweets made 4875 impressions and our followers are up to 1263. Our Instagram account is at 1631 followers and posts during the month we liked by 589 people.

**K9 Unit** –

For the month of July 2021, the Milford Police Department K9 Unit had the following stats:

K9-1 (Mason)

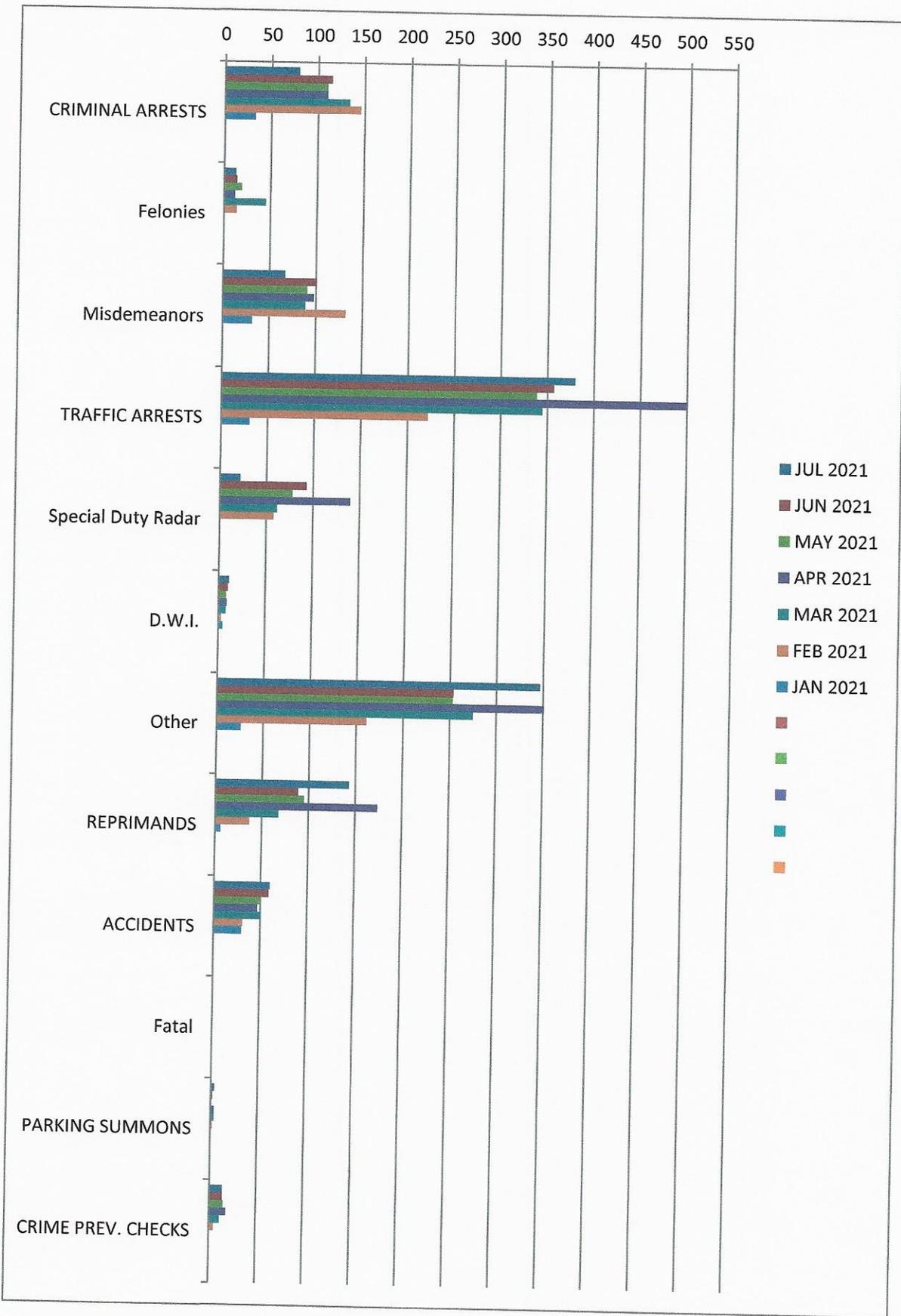
- Building Search 4
- Drug Sniff 1
- Assist Other Agency 2
- Track 1
- Area Search 1

K9-2 (Audie)

- Building Search 4
- Assist Other Agency 2
- Track 1
- Demo's 2

JULY 2021 ACTIVITY REPORT

	JUL 2021	TOTAL 2021	JUL 2020	TOTAL 2020
COMPLAINTS	1248	7717	1057	5570
CRIMINAL ARRESTS	80	728	52	568
Felonies	13	118	9	108
Misdemeanors	67	610	43	424
TRAFFIC ARRESTS	380	2174	112	1298
Special Duty Radar	22	453	28	205
D.W.I.	11	54	9	28
Other	347	1667	75	1065
REPRIMANDS	143	612	38	401
ACCIDENTS	60	328	37	159
Fatal	0	0	0	0
PARKING SUMMONS	4	17	0	34
CRIME PREV. CHECKS	14	77	3	61
FINES RECEIVED	\$5,548.13	\$ 28,920.65	\$3,099.29	\$45,555.33





MARK A. WHITFIELD, CITY MANAGER  
201 South Walnut Street  
Milford, DE 19963

PHONE 302.422.1111  
FAX 302.424.3553  
www.cityofmilford.com

To: City Council and Mayor  
From: Mark A. Whitfield, City Manager  
Subject: July Monthly Report  
Date: August 5, 2021

- Mike Svaby, Steve Ellingsworth, Charlie Nordberg and I met regarding on-going maintenance items that are not being completed.
- Jamesha and I met with Terri DeSanto of Strategic Insurance Partners regarding our new casualty and property insurance coverage.
- Lou and Jamesha did a lot of work in aligning a new casualty and property insurance company.
- Kudos for the Public Works department for their work in cleanup after the tornado last month.
- We received a number of comments back on the Budget Newsletter, both positive and negative.
- Much the month was consumed by Police wage proposals and developing a plan for dealing with the personnel crisis in our Electric Division.
- We received information of alcohol sales taking place on City property during 3<sup>rd</sup> Thursday event. We took action to suspend the sales.
- The bidding on the former DMI house ended on Wednesday. No bids were received.
- David Rutt, Rob and I have been dealing with a property owner in the business park who wished for the City to purchase the lot back from him.
- We received news from DELDOT that they are ready to begin the design of the bridge replacements on Maple and SW Front Street. They expect the design for Maple to take 27 months (December 2021 to March 2024) and construction September to November 2024, and SW Front design July 2022 to October 2024, and construction July to October 2025. We will need to make a budget adjustment to pay for the City's portion of the Maple design (about \$14,000). We have \$6000 available in MSA Bridge Funds. Both of these bridges are in dire need of replacement.
- We interviewed a person for the Electric Superintendent position. I am happy to report he has accepted an offer to work with the City.
- Sara and I met with WBOC regarding an advertisement spot for employment opportunities with the City.
- Sara also put together a news release regarding our vacancies and how it has affected service delivery.
- We continue to address issues on the Mispillion Street/Marshall Street/McColley Street project just north of SE Front Street. This has been a very challenging project given grade issues, ADA issues, and property access issues. Kudos to James Puddicombe and Mike Svaby for working through those issues.
- We received notice the City was awarded \$215,000 from the State Bond Bill for playground equipment along the Riverwalk.

- Brad Dennehy and Rob Pierce are addressing several issues on the Fountain walkway that connects with Truitt Avenue, including possible illegal dumping and vegetation along the walkway.
- We were notified about a Blockparty planned for a new business in town, and we did not have an Event Permit. Code Enforcement reached out to the organizers, who quickly completed an application for approval. The event was held with no issues.
- We signed an agreement this week with Polco, the company that works with ICMA for sending out the National Citizen Survey. Melody with working on that project.
- The Governor signed legislation this past week for "Site Readiness" funding. Sara is working with the Delaware Prosperity Partnership to identify if we can access those funds for the potential industrial park development.
- I had communications with Maureen Hartman, South Bethany town manager, regarding the recruitment of one of their police officers coming to Milford, and the reimbursement cost for training.
- Rob and I met with a developer with proposed plans for projects on South Walnut Street and along Rehoboth Boulevard, as well as a rezoning request for property east of Route 1.
- Lou and I have worked with Carlisle Fire for Bond Bill money coming to the City for a fire station capital improvement project.

TO: Mayor and City Council

THRU: Mark Whitfield, City Manager

FROM: Michael Svaby, Director, Public Works

DATE: August 3, 2021

RE: July 2021 - Public Works Department Staff Report

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The following input represents a high-level list of activities and accomplishments for the month of July, 2021.

### **Director's Office**

- Participated in two interviews for Electric Superintendent candidate and multiple other interviews for vacant Public Works and Planning positions
- Participated in project kickoff effort for new PD Facility, debriefed multiple unsuccessful Construction Management bid candidates
- Reopened pre-pandemic, public access to Vickers Public Works Building and Campus
- Participated in multiple meetings of the DEMEC Steering Committee formed to construct lineman training facility in Smyrna
- Worked toward finalizing T-Mobile/Washington Street Tower occupant lease
- Met with multiple private waste haulers to glean market conditions/environment for formulating operations and employment policies for the Department's Solid Waste utility
- Participated in Contractor Bond Audit of local residential community developers and worked with associated surety companies to share City policy and tracking mechanism.

### **Public Services Division**

#### **Solid Waste/Facilities Management Section**

- Managed July's collection schedule with 50% vacancy in the section by cross utilizing Street Department employees and utilizing temporary help where necessary and available.
- Continued management of the City Hall Basement renovation project in its final stages.
- Sought input from a fleet cleaning company to help the solid waste crew maintain the trash trucks
- Collected 4.5 tons of yard waste on July 5<sup>th</sup> holiday.

### **Streets/ Utilities Section**

- Led street debris clean up from intermittent storm activity between July 3<sup>rd</sup> and July 7<sup>th</sup>.
- Assisted Solid Waste Division by cross utilization of 2-3 personnel each working day in the month
- Repaired water leaks on Washington Street, Meadow Larks Drive, and North East Front Street.
- Reconstructed five (5) meter pits in conjunction with slope/grade issues resulting from Marshall Street Rehab - street project
- Reconstructed/repared sanitary line damaged during Marshall Street Rehab project

### **Water/Sewer Section**

- Began host of 2-year intern in Water and Sewer Facilities on July 19<sup>th</sup>
- Cleaned storm drains on fifteen (15) different street alignments
- Repaired/patched pot holes on seven (7) street alignments
- Completed Evans drive debris cleanup

### **Electric/Tech Services Division**

- Identified and repaired bad vacuum switch capacitor bank
- Repaired communication issue (RTU) @ Seabury water plant
- Identified and corrected voltage regulator issue Del1 Substation
- Replaced Cisco switch (RTU) Tenth Street Water Tower

<b>Public Works Department -JULY 2021</b>	July 2020	July 2021	FY21 YTD (07/01/21-06/30/22)	FY22 YTD (07/01/21-06/30/22)
<b>Electric Division</b>				
Trouble Service Call	23	23	23	23
Work Orders Completed	31	54	31	54
Outages	8	14	8	14
LED Street Lights Replaced	X	6	X	6
New Service Install	X	11	X	11
Poles Replaced	4	1	4	1
After Hours Calls	X	22	15	22
Trees Trimmed (Streets)	3	0	3	0
<b>Technical Services Division</b>				
New Electric Service Installed/Meter Set	15	67	15	67
New Water Service Installed/Meter Set	13	10	13	10
Electric Meter Replacement	7	4	7	4
Water Meter Replacement	26	69	26	69
Work Orders Completed	584	862	584	862
After Hours Calls	X	2	X	2
<b>Streets/Utility Division</b>				
Signs Installed/Replaced	15	30	15	30
Curb Miles Swept	212	120	212	120
Sewer Lines Flushed (in feet)	1,180	1,250	1,180	1,250
Sewer Back-up Response	2	6	2	6
Sewer Line Repaired	1	X	1	X
Water Hydrants Flushed	50	125	50	125
Fire Hydrants Replaced/Installed	0	3	0	3
Water Line Repair	5	2	5	2
Water Valves Exercised	28	27	28	27
De-icing Salt Used (tons)	0	X	0	X
Potholes Filled - Cold Patch	30	60	30	60
Potholes Filled/Spray Patch - Gallons Emulsion Used	40	7	40	7
Leaves Collected (Tons)	0	X	0	X

After Hours Calls	X	5	X	5
Crack Sealing (pounds of sealant used)	0	X	0	X
Work Orders Completed	X	23	X	23
Storm Sewer Inlets Cleaned	35	75	35	75
Street Closures/Festivals	6		6	
Engineering Division				
Utility Locates Completed	220		220	
Infrastructure Work Orders Completed	X	27		27
Backfill Inspection Work Orders Completed	X	5		5
Operations Division				
Fleet Work Orders Completed	43	2	31	2
Fuel Use-Diesel (Gallons)	3,011	2,711	2,691	2,711
Fuel Use-Gas (Gallons)	4,922	4,505	4,347	4,505
Solid Waste & Facilities Division				
Refuse Collected (Tons)	317	337	3,400	3,750
Recycle Collected (Tons)	72	75	779	858
Yard Waste Collected (Tons)	78	65	679	619
Diversion Percentage (%)	32%	29%	29%	32%
Bulk/Brush Collection Requests Completed	115	64	792	814
Containers Delivered	66	65	697	691
Containers Serviced (Swap, Replacement, Removed)	42	12	356	344
Water & Waste Water Facilities Division				
Water Treated (Millions of Gallons) 2 Month	97,700,500	83,627,700	584,945,500	577,645,900
Waste Water Transferred (Millions of Gallons) 6 Month June	96,084,000	97,939,000	477,662,620	564,329,000
Work Orders Completed	69	52	X	54
Pump Stations Cleaned	7	1	X	1
After Hours Calls	X	9	X	9

<b>Public Works Projects -August 2021</b>	Planning Stage	Bid/PO Award	In Progress	Complete
Electric				
DEL2 Substation Testing				
Traffic Signal Head Refurbish. - Church/Walnut/Washington				
Water				
Install Automated Blow-off Valves 2 in stock	Charlie			
Protection Upgrades Caulk & 10th Street Towers	Steve		X	
Water Tower Altitude Valve at Caulk Tower	Charlie		X	
Tenth St Water Treatment Facility Test Well, etc.	James	AC Schultes	X	Done
Water Trtmnt Monitoring & Process Control Upgrades (4&5)	DBF		X	
City-wide Valve & Hydrant Replacement/Improvements	Charlie			
Standardized Water Treatment Facility Controls	Steve Z / Steve			
SE 2nd Street Lead Service Line Replacement	Charlie	X	X	Done
NE Front Street Water Lines	Charlie	MSC	X	
DNREC Water Allocation Permit	Steve / James		X	
Washington Street WTF Lot Consolidation	City			
Sewer				
Truitt Avenue PS Groundwater Investigation & Repair	KCI	KCI	X	
SCADA Instrumentation Upgrades & Integration	Steve Z / Steve			
Targeted Inflow and Infiltration Investigation & Repair	KCI			
SE 2nd Street Sewer Line Replacement	Charlie	X	X	Done
North Shore Pump Station Hatch Replacement	DBF		X	
Streets				
Mispillion, McColley, Marshall Streets Reconstruct/Paving			X	
Fisher Ave	X			
Financing for Private Sidewalk Improvements	X			
Street Resurfacing and Rehabilitation, ADA Ramps	X			
Installation of ADA Compliant Ramps	X			
Walnut Street Pedestrian Crossing (Landscaping)	X			
Truck Turning Study	X			
US 113 Welcome Sign Relocation/Replacement (south end)	X			

Sidewalk Project			X	
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Buildings				
Council Chambers Recording System Upgrade	X			
Monitors in Council Chambers	X			
City Hall Basement Renovation Phase 2-Training Rm/Ofc			X	
PW-Complex Security	X			
City Wide-LED Replacement Project			X	
DMI Project (BEING SOLD)			X	
Customer Service-Basement Waterproofing				X
Customer Service-Concrete Repair Drive-Thru	X			
Facilities Management Binder			X	
PW - Bldg 100 Paint/Flooring (fall 2021 project)		X		
PW Facility Air Infiltration	X			
PW Facility Roof Drainage Repair/Replacment	X			

Public Works Equipment & Vehicles - July 2021	Planning Stage	Bid/PO Award	In Progress	Complete
Electric				
Replacing Vermer Trencher (E128)		X		
Replacing 3 Phase Wire Trailer (E114)				
Replacing Dump Truck				
Water				
Replace W-16 IR Compressor				
Replace W-8 ford F250	2022	Steve	Hertrich	X
Replace W-15 pick up	2022	Steve	Hertrich	X
Replace W-10 FN 150 Pump & MGS Trailer				
Sewer				
Replace SE-2 Ford F250 Pickup	2022	Steve	Hertrich	X

Active Developments -July 2021	Plan Review	Utility Mains Installation	Utility Service Line Inspection	Complete
Hearthstone Manor I		X		
Lighthouse Estates II		X		
Brookstone Trace		X		
Brookstone Trace II		X		
Orchard Hill		X		
West Shores at New Milford		X		
Watergate				
Walnut Village		X		
Milford Ponds Phase I		X		
Hearthstone Manor II				
Milford Ponds Phase II				
Simpson's Crossing		X		
Cypress Hall Phase I		X		
Wichersham				
Mispillion Landing				
Riverwalk Villas				
Windward on the River		X		
Cypress Hall Phase II				
Milford Ponds Phase III				
200 NW Front				
Hickory Glen				
Knights Crossing				
Reserves at Sawmill				

Commercial Developments -July 2021	Plan Review	Utility Mains Installation	Utility Service Line Inspection	Complete
Microtel				X
10th Street Medical Office				X
Beach Babies				
Bright Nest LLC				X
Milford Ponds Clubhouse		X		
Deep Branch Plaza				
Lot 8 Independence Commons				
Food Bank				
Draper Farms				
Laundry Mat-24 Milford-Harrington Hwy				
Delaware Mini Storage				
La Kramer				

TO: Mayor and City Council

FROM: Rob Pierce, AICP - Planning Director

DATE: August 4, 2021

RE: July 2021 – Planning Department Staff Report

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- Through the first seven months of the 2021 calendar year, the City has issued 88 new residential construction permits and five permits for 120 apartment units. The total construction investment in Milford from January through the end of July based on issued building permits was \$30,418,627.
- The City of Milford has seen 93 projects with a committed investment of over \$23.2 million within the Downtown Development District (DDD) area since September 2016 (based on permit valuations from submitted applications). The State of Delaware has committed or awarded over \$2.71 million in grant funds for both large and small commercial and residential projects in Milford. The City has waived over \$390,000 in permit fees and taxes associated with these projects in accordance with Chapter 19 Economic Development and Redevelopment and DDD program guidelines.
- The Planning Commission will review five land use applications at the August Planning Commission meeting. Wickersham has submitted a revised Preliminary Major Subdivision which proposes to eliminate the rear alleys and slightly change the street alignment. Wash It, LLC has submitted a Preliminary Site Plan and Conditional Use application for a laundromat facility to be located at 25 Milford-Harrington Highway. The new owner of 39 N. Walnut Street has submitted a conditional use application for adding additional apartment units on the second floor of the existing mixed-use building. Mispillion Landing has submitted a Final Site Plan application for their apartment project located on NE Front Street and Lot 8 Independence Commons has submitted a Final Site Plan application for a personal fitness establishment located on W. Liberty Way.
- The Planning Commission has been reviewing Chapter 230 Zoning and Chapter 200 Subdivision of Land since February 2021 in an effort to address the goals and recommendations from the 2018 Comprehensive Plan, reduce the number of potential Board of Adjustment applications, provide clarity on ambiguous language and modernize portions of the code. The Planning Commission will review Chapter 200 Subdivision of Land at the August and September meetings. Staff anticipates holding workshops with City Council in October or November to review the proposed edits prior to finalizing the code amendment language and holding public hearings.
- The Board of Adjustment will review four variance applications in August. These applications include a side setback reduction request for a new dwelling unit in the DDD area, a riparian buffer reduction request for a new dwelling unit along Silver Lake, a density increase for a mixed-use building in the DDD area and a lot coverage exceedance for a mixed-use building on N. Walnut Street. Staff will also share the proposed zoning code amendments that the Planning Commission have been working on with the Board for input.

- Century Engineering, DeDOT and Planning Staff are finishing up the Bicycle Master Plan update. A draft report was received at the end of July for review and comment. Staff anticipates bringing a final draft for the City Council to review in the upcoming months.
- Staff submitted the annual Downtown Development District report to the State of Delaware as required by Delaware Code.
- Staff organized a meeting with Becker Morgan Group and DeDOT to coordinate improvements planned for the new Police Station and the NE Front Street TAP project.
- Staff has been meeting with developers regarding the expansion of public utilities east of Route 1 in the Southeast Neighborhood.
- The City received an application for Milford Ponds – Phase IV which includes the apartment portion of the approved Planned Unit Development.
- The City received a Preliminary Major Subdivision and Planned Unit Development application for review for the Westwood Subdivision (f.k.a. Draper Farm). The proposal includes 182 single-family detached dwellings and 158 single-family semi-detached dwellings.
- Staff continues to work towards implementing the goals and objects of the 2018 Comprehensive Plan, SE Master Plan, Downtown Development District (DDD) application, Rivertown Rebirth Master Plan and Strategic Plan (see below links).
  - [2018 Comprehensive Plan & SE Master Plan \(Click Here to View\)](#)
  - [Downtown Development District Plan \(Click Here to View\)](#)
  - [Rivertown Rebirth Master Plan \(Click Here to View\)](#)
  - [Strategic Plan – Press Play: Vision 2023 \(Click Here to View\)](#)

Case Activity:

	Total
New Cases	20
Closed Cases	16
Open Cases at Start of Period	289
Open Cases at End of Period	289

Violation Activity:

New Violations Cited	Total
Abandoned Vehicle	4
Dangerous Tree	3
Furniture Violation	1
Generic Violation	1
Property Maintenance Violation	3
Rubbish & Garbage	1
Weeds & Grass	6
Zoning Use Violation	1
<b>Total</b>	<b>20</b>

Rental Licenses Issued: 5

Vendor Licenses Issued: 1

Contractors Licenses Issued: 29

Business Licenses Issued: 3

Building Permits Issued:

Permits Issued by Type	Count
Commercial Demolition	0
Commercial Foundation	0
Commercial Building Permit	2
Construction Trailer	0
Residential Demolition	0
Residential Building New Construction	11
Residential Renovation/Accessory	13
Roof/Siding Permit	13
Sign Permit	7
Solar Panel Permit	2
Utility Permit	2
<b>Total</b>	<b>50</b>

Inspections Performed:

Inspections Performed by Type	Count
Footer	24
Foundation	6
Framing	38
Insulation	24
Final	102
Residential Rental	0
<b>Total</b>	<b>194</b>

PARKS & RECREATION DEPARTMENT  
207 Franklin Street  
Milford, DE 19963



PHONE 302.422.1104  
FAX 302.422.0409  
www.cityofmilford.com

TO: Mayor and City Council

FROM: Brad Dennehy-Parks and Recreation Director

DATE: August 4th, 2021

RE: July – Parks and Recreation Staff Report

---

- July was a full month of “Summer Fun Club”. The campers went on many field trips, including visiting the Delaware Agricultural Museum, “Shell-we-bounce”, Killen’s Pond Water Park, the Cape Water Taxi, a Pirate Ship and the State Fair to name a few. Parents and kids were thrilled with the variety of activities, and our staff was amazing. Everyone involved agreed that the camp program was very fulfilling and created a fresh start to our pandemic world.
- Here is a link to a short video to see a recap of the Summer Fun Club:  
<https://animoto.com/play/dDBog1q9r3D8H8nnYIK06A>
- Two summer drop-in soccer nights were held, however the remainder of the scheduled season had to be cancelled due to excessive heat indexes. We are currently switching gears to prepare for the Buccaneer Soccer Camp, to be held at Milford High School August 9-12.
- Plans are now being formulated for our fall sports season, we will be registering for Flag Football, Soccer, Field Hockey and Taekwondo in the middle of August. We have our coaches lined up and are looking forward to resuming normal activities with a full schedule.
- Parks crews continued their weekly assignments of trash detail and maintaining grass on City owned facilities during some very hot and humid days.
- Greenery was cut back off the bridges and handrails/Guardrails on Goat Island. A large tree limb was removed from laying across the trail on Goat Island.
- Beautification continued with daily watering of the plants in the hanging baskets, bridges, pots and garden beds. Additional plantings also occurred throughout the downtown.
- A number of trees and shrubs were pruned along the Riverwalk from Walnut Street to Maple Avenue.
- Weeds at the Public works yard were trimmed and sprayed with weed killer.
- Weeds along the banks of the Mispillion River were trimmed.
- Sections of the Riverwalk specifically around the Santa House and basketball court were pressure washed (please see attached photos). This will be an ongoing activity.
- Nine trees were purchased and installed with community volunteers at the Dog Park on July 10<sup>th</sup>. This was a successful event organized by our part-time “gardener” Joey Philips.
- Three new trash cans were placed at the Memorial Park Basketball court.
- Shrubs in the Western municipal parking lot on North Walnut Street were pruned.

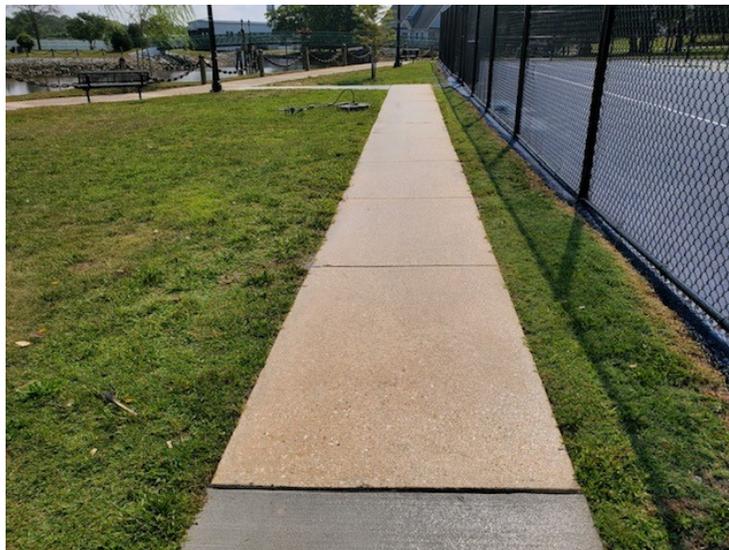
- Additional River rock stone was installed around two catch basins in the Farmer’s market park, removing the temporary orange fencing which was installed due to Covid-19 restrictions.
- Additional trees continue to be planted at various locations by Park Staff.
- Basketball nets were replaced at the Banneker basketball courts.
- Director and Parks Superintendent participated in Interviews and a candidate was selected for the open parks maintenance position.
- Interviews began for the Recreation coordinator position and a candidate will be chosen early August.
- Parks Superintendent attended the DFIT safety meeting with other employees and municipalities in the State.
- Director attended the weekly WIIN meeting with various stakeholders from the WINN group and members of Slaughter Beach.
- Director and the Administrative assistant along with the IT Director participated in a conference call regarding updating the recreation software module.
- Director met with a fence contractor about relocating the fence at the Armory to make it more assessable for the tenant.
- Security measures for access to the Parks and Recreation office and maintenance building continued to be addressed.
- Director met with the Electric Superintendent candidate as part of his tour of departments.
- Director met with a Landscape design professional to go over capital parks items and begin the process of getting these projects underway.
- Summer intern continued to work on a way pointing project for the Riverwalk, and will be returning back to school (James Madison University) in early to mid-August.

**Before and after photos of areas of pressure washing in the downtown.**

**Before**



**After**



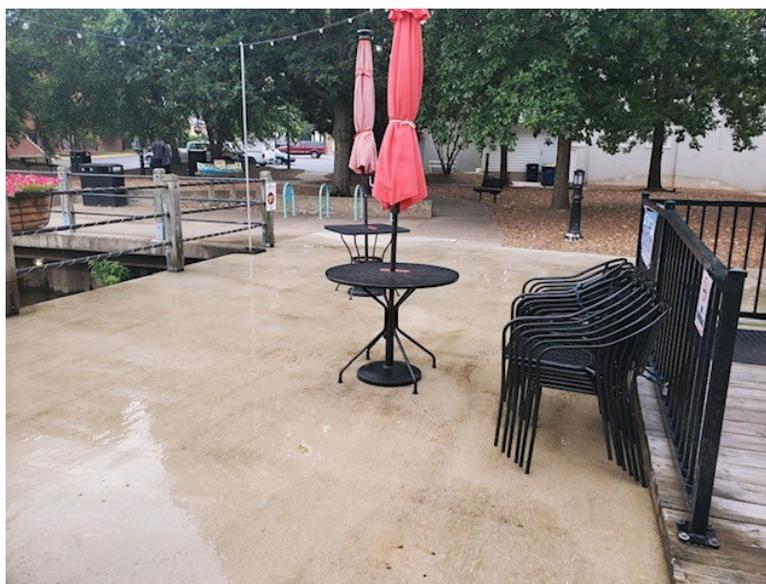
**Before**



**Before**



**After**



**After**



**Farmers Market**  
**Catch Basin**





HUMAN RESOURCES  
10 SE Second Street  
Milford, DE 19963

PHONE 302.424.5142  
FAX 302.424.5932  
www.cityofmilford.com

TO: Mayor and City Council

FROM: Jamesha C. Eaddy, MBA, MSL- Human Resources Administrator

DATE: August 3, 2021

RE: July 2021 –Human Resources Department Staff Report

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- Interviews were conducted for the positions of Electric Superintendent, Parks Maintenance Coordinator, Recreation Coordinator, and Building Code Official.
- Onboarded new hire for the position of Police Dispatcher.
- Offer accepted for the position of Parks Maintenance Coordinator.
- Offer accepted for the position of Electric Ground Technician.
- Phone screens conducted for the position of Audio-visual/Telecommunications Specialist.
- Onsite tour occurred on July 30, 2021 for the position of Electric Superintendent.
  
- Employee Recognition:
  1. Rooster: Tommy Henderson, Meter Tech I. Recognized for his consistent efforts to resolve meter communication issues for the billing clerks.
  
  2. Promotion to Corporal:  
Kyle Breckner  
  
Officer of Quarter: April 1, 2021-June 30, 2021  
Richard DaFonte
  
  3. Where Am I Challenge Winner: Sara Pletcher, Economic Development & Community Engagement Administrator
  
  4. Retirement: Sergeant John Horsman effective September 1, 2021.

To: City Council and Mayor  
From: Sara Pletcher, Economic Development & Community Engagement Administrator  
Subject: July Monthly Report  
Date: August 4, 2021

### Economic Development

- Traveled to Wilmington to tour a coworking space to recruit them to expand to Milford. They submitted an offer to purchase a Downtown building, which was turned down. They are still interested in Milford and are looking for 15,000-30,000 sq ft of office space to rehab. Within the DDD and OZ is ideal.
- Chicks Saddlery is looking for 40k-60k sq ft. of warehouse space or land to build on. After reviewing the available 9.5+ acres in Masten Circle (zoned I-1) and the 2 acres in the Greater Milford Business Park, they determined land was too expensive and will build on their own property in Harrington.
- Joined City Manager and Planning Director in industrial park planning meeting
- A large grocery store chain is leasing 9,000 sq ft of warehouse space behind Federated Auto Parts for home delivery. It is a temporary lease and if successful in this market is very interested in purchasing and building in the proposed industrial park.
- Bayside Gymnastics: Signed lease for 5,000 sq ft in Riverwalk Plaza, started the renovation process and opened student registrations for Fall 2021.
- A cycle studio is looking for 1,200 sq ft of open commercial space in the Downtown area.
- UD DATI office is in negotiations with the Milford Wellness Village for the gift shop space.
- Administrator connected Euphoric Herbals to Jim Kramer and they ultimately signed a lease for 3,600 sq ft of warehouse space in the Business Park behind Hickman Overhead Door.
- Attended Chamber of Commerce Legislators Economic Development Luncheon
- Met with Planning Director and restaurant owner to review DDD benefits
- Attended Village Café Ribbon Cutting
- Joined Planning Director and ICMA Fellow to meet with Bayhealth for preliminary discussion on commercial land plans
- GlassHowes relocated to Milford from Georgetown and opened at 614 NW Front St.

### Community Engagement

- Free Vaccine Pop-up July 10, 17, 24, & 31:
  - July 10 attendance: 15
  - July 17 attendance: 5
  - July 24 attendance: 1
  - July 31 attendance: 6
- Attended two DMI Executive Director Search Committee meetings – first to evaluate applicants and second to Zoom interview four selected candidates
- Joined the Kent County Villager van at opening day of the DE State Fair to promote Milford and Kent County

- Presented a “why stay in Milford/Dover” presentation to the Bayhealth residency program along with MSD, City of Dover and Capital School District

#### Social Media/Website

- July 2021 Insights:
  - City of Milford Facebook: 123 new likes (total: 2,176); 29,488 reached (up 113%); 7,328 post engagement (up 32%)
  - Parks & Rec Facebook: 48 new likes (total: 2,435); 5,637 reached (down 19%); 925 post engagement (down 19%)
  - Instagram: 110 new likes (total: 553); 634 accounts reached; 254 content interactions
  - Twitter: 6 tweets, 1,978 impressions, 142 profile visits, 1,302 followers
  - Website: 18,390 visits (15,110 last month); 37,768 pageviews (37,818 last month)

#### Meetings/Trainings

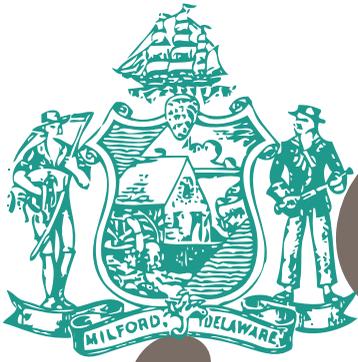
- Met with Sher Valenzuela to discuss a business accelerator portal that will guide owners through the proper steps to open a business.
- Attended Chamber of Commerce Joint Economic Task Force
- Met with Mark Whitfield for monthly Manager Update
- Attended and participated in UD’s Recover Delaware Roundtable #2: Digitization
  - Two credit hours from completing UD’s Local Government Leadership Certificate (started while on Planning Commission in 2019-2020)
- Attended How Community Feedback Drives Economic Success With ARPA Funds webinar
- Met with Customer Service to understand Centra Vu software and brainstorm ideas to make it more customer friendly, as well as promote it for customer signup
- Attended DMI EV Committee Meeting and met with Pat Abel to discuss recruitment efforts
- Attended Housing Builder Assoc. Nuts & Bolts meeting
- Attended monthly SEDAC meeting
- Explored online voter registration options with IT Dept. Unfortunately, our current website plan does not include form encryption, so sensitive data cannot be collected.
- Met with City Manager and WBOC Ad Sales to explore TV ads to promote open job positions
- Met with Planning Director and Electric Superintendent candidate

#### Email Campaigns

- July utility newsletter to customers who receive e-bills (345): 40.3% open, 939 social reach

#### Press Releases & Coverage

- City of Milford Responds to Tornado press release sent to 85+ press (July 2)
  - WDEL: Milford officials provide cleanup details following tornado (July 2)
  - WRDE: Milford officials provide cleanup details following tornado (July 2)
  - WRDE: Homeowners & City Employees Clean Up After Suspected Tornado (July 2)
  - Delaware State News: Milford area picks up pieces after tornado (July 2)
  - Milford Live: Milford cleans up after pair of F1 tornadoes came through Thursday (July 3)
- Chamber of Commerce Quarterly Newsletter Update (July 16)
- City of Milford Staffing Shortage Impacting Resident Services press release sent to 85+ press (July 29)
  - 47 ABC: City of Milford currently facing staffing shortages, looking to hire qualified applicants (July 31)
  - Milford Live: City of Milford Staffing Shortage Impacting Resident Services (Aug. 2)



# Milford

River Town • Art Town • Home Town

DELAWARE

## Sign-up Online

Did you enjoy this newsletter last month, but receive it later than you liked? Sign-up for e-payment notifications and you'll be auto-enrolled to receive this newsletter on the first of each month directly to your inbox. Sign up here: <https://bit.ly/COMebills>

## August Community Happenings

- Every Saturday, 9am-1pm: Riverwalk Farmers Market & Free Curative Vaccine Pop-up in Downtown Milford
- Tuesday, August 3, 4pm: Marshall Street - Bicycle Pop-up Project - Debriefing via Zoom (link on website)
- Thursday, August 5, 6pm: Mispillion River Watershed Paddling Series
- Saturday, August 7, 12pm: Mispillion River Watershed Paddling Series
- August 9 - 12, 5pm: Buccaneer Soccer Camp @ Milford High School Soccer Field
- Monday, August 9, 7pm: City Council Meeting
- Tuesday, August 10, 5pm: Support First Responders and Touch A Truck @ Fur-Baby Pet Resort
- Wednesday, August 11, 6:30pm: Milford Music Festival @ the Amphitheater
- Thursday, August 12, 6pm: Mispillion River Watershed Paddling Series
- Friday, August 13, 4pm: Celebrate National S'mores Day with a Movie and S'mores @ Milford Library
- Saturday, August 14, 12pm: Mispillion River Watershed Paddling Series
- Thursday, August 19, 5-8pm: Third Thursday in Downtown Milford
- Monday, August 23, 7pm: City Council Meeting

## Food Bank of DE Training

The Food Bank of Delaware's next free daytime warehousing/logistics and culinary training programs begin on August 16. More info: <http://www.fbd.org/delawarefoodworks/>

## We're Hiring!

The City of Milford has several job openings and we'd love to hire qualified Milfordians or someone you may know. We have openings in Electric, Parks & Recreation, Customer Service, IT and Solid Waste Departments. Visit <http://cityofmilford.com/247/Job-Openings> for a complete list.

## Downtown Basketball Court

Have you seen the gorgeous new sport coat on the Mispillion basketball court? It's open and ready for all the hoop action! Grab your friends, a basketball, and head on down to the court! Located on the south side of the Mispillion River off S. Washington St.



## Is Your Toilet Leaking?

Did you know a leaking toilet flapper can waste up to 200 gallons of water per day? That can add up! Let's do some math:

200 gals X 30 days = 6,000 gals

6,000 gals X City of Milford water rate\* = \$20.80

6,000 gals X City of Milford sewer rate\* = \$25.09

6,000 gals X KC Sewer Treatment fee = \$15.48

Grand Total = **\$61.37**



Remember that's an additional 6,000 gallons on top of your regular monthly water usage.

Want to monitor your water usage? Sign up for the Customer Utility Portal online at [milf-de-web.amppartners.org/](http://milf-de-web.amppartners.org/)

\*water and sewer rates can be found at <http://cityofmilford.com/456/Utility-Payments-Bills-Rates-and-More>



# Support the 2021 Milford Community Parade! "It's A Retro Halloween"

Milford's longest running family tradition marches on Walnut Street!

Keep the tradition alive. Your sponsorship of \$20, \$40, \$50 or more will help defray the cost associated with the Milford Community Parade. And now you can include your sponsorship in a **separate check** when you mail in your electric bill. We are honored to include all of our 2019 sponsors in our 2021 Sponsor family as well. If you missed out last year, this can be your year to be included. Help us add a Philadelphia String Band for 2021.

Here's how you can help us reach our goal of \$10,000 in sponsorships: Just write a check in the amount of your sponsorship to Milford Community Parades, Inc. and include the check in your electric bill with the bottom portion of this flyer. The City of Milford will forward your contribution to the Milford Parade Committee. Then join us on Walnut Street, Wednesday, October 20, 2021 at 6:30pm for "It's A Retro Halloween". We are on Facebook at Milford Parade for fun facts and updates. Download an entry form at [www.milfordparade.com](http://www.milfordparade.com). Thank you for your continued support.

YES! Keep the tradition alive---

Please accept my  \$20  \$40  \$50  \$100 Campaign\*\*

**\*\*RECEIVE A YARD SIGN FOR YOUR YARD OR WINDOW!**

Sponsorship on behalf of

individual name / family name / company name

street address

city/state/zip

check #



Please return this bottom portion and separate check with your electric bill.



INFORMATION TECHNOLOGY  
201 South Walnut Street  
Milford, DE 19963

PHONE: 302-422-1098  
[www.cityofmilford.com](http://www.cityofmilford.com)

Date: August 2, 2021  
To: Mayor and City Council  
From: Dale Matthews, IT Director  
Re: July 2021 Information Technology Department Staff Report

---

Below are updates for IT open projects:

- Security:
  - We have begun cybersecurity training at the Director level. Directors will complete the training and provide feedback prior to rolling the training out to staff. We are using training developed by ESET, a global leader in cybersecurity.
  - We expect to begin cybersecurity training for all staff in September.
- M365 and Cloud:
  - The Microsoft 365 project will begin August 10. Upon completion of this project, all shared files and emails will be kept in a secure cloud.
  - We will keep certain Public Works applications on premise for now. Given the critical nature of services provided, there needs to be a thorough assessment of the software, attached devices and sensors, and redundancy. When we are sure the right solutions are in place and no disruptions will occur, we will migrate these applications to the cloud.
- Backup Process:
  - We have confirmed the backup scheme, and we will implement the new process by late August as planned.
- Council Chambers Upgrade:
  - We have reviewed options and costs for the upgrade. We will continue discussing the solutions with the City Manager and City Clerk with a plan to start the project in mid to late August.
- Policies and Procedures:
  - We are still on track for December 2021 completion.

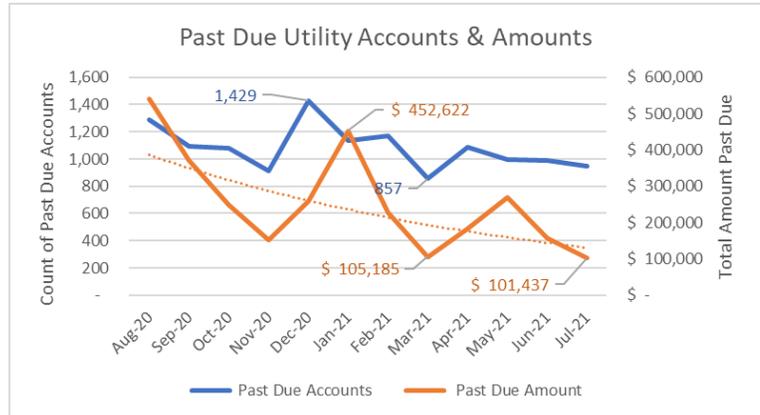
To: Mayor and City Council  
From: Louis C. Vitola, Finance Director  
Date: August 6, 2021  
Re: July 2021 Finance Department Staff Report

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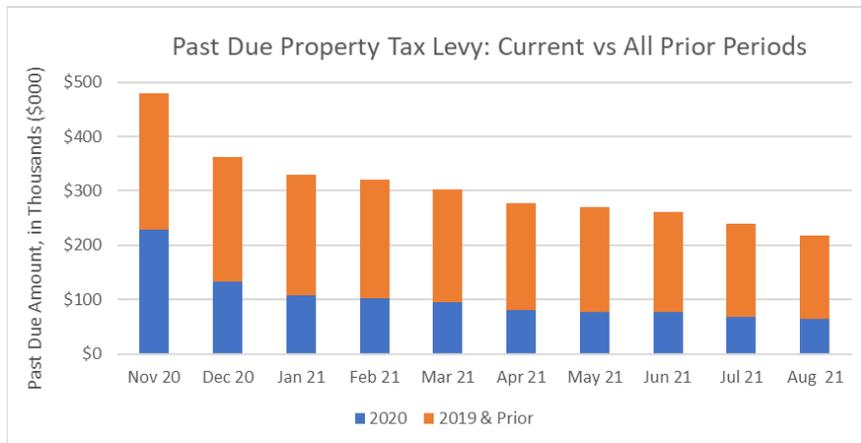
- Monthly Financial Reporting
  - The June 2021 Month-to-Date (MTD) and Fiscal Year 2021 (FY21) Financial Reporting Package was distributed to Council with a narrative addressing financial results.
  - No significant content or formatting changes were introduced this month.
- Enterprise Resource Planning (ERP) Selection Process
  - Tyler Technologies emerged as the City's preferred vendor at the conclusion of the ERP process
  - The City's project management team, along with its IT consultants and additional assistance from the City Solicitor, reviewed and provided Tyler with feedback, comments and edits to the draft contract received in May
  - The City's ERP team has reviewed the entirety of the Tyler Software as a Service (SaaS) Agreement and Statement of Work (SOW); our comments and edits were shared with Tyler in mid-July.
  - Tyler responded with its first round of commentary in response to the City's modifications and changes, most of which were accepted by Tyler as-is or with minor adjustment, resulting in the draft contract with SOW and investment summary published with the packet materials for the August 9, 2021 meeting of Council; the materials will be presented to Council for review and funding approval. The project is expected to kick off this fall.
- Fiscal Year 2021 Annual Report and Independent Audit
  - Finance Department accounting staff met with the City's new audit partners and discussed the preliminary audit, documentation requirements and other aspects of the annual closing, accounting and reporting processes
  - The City's ICMA Fellow, Melody Barger, is producing a revised, clean "skeleton" of the annual report to streamline the reporting process
- Staffing Update
  - The City's payroll specialist resigned to pursue a new opportunity in June. Efforts to fill the vacancy are underway.
    - In the meantime, Sandra Peck is executing payroll processes while a portion of the City's finance workload is being met by Roxanne Swift, an independent contractor who has served the department regularly for cash and general ledger accounting work for the better part of the last decade.
    - In addition, we expect Melody Barger to assist the department between projects.
  - One open position remains in the Customer Service division; the recruitment was initiated in June and remains in process.

- Billing & Customer Service Department

- The graph below exhibits past due accounts and balances since August 2020 – a period of time marked by uncertainty and volatility due to the COVID-19 pandemic. The Customer Service team operated pursuant to City Code, as always, while adjusting to the changing regulations throughout the period to remain diligent in its collection of accounts receivable. We continue to monitor past due accounts carefully, offering extended payment plans, COVID-19 relief funds, and referrals to charitable resources. We have initiated a partnership with the Delaware State Housing Authority (DSHA) to expand our ability to assist any Milford residents that continue to be impacted by the pandemic. Assistance is available for renters who may also find themselves behind on utility bills.



- The 2020 tax levy was due September 30, 2020. The table below highlights past due property tax data since then. The formal monitions process kicked off in February and continues today with assistance from Solicitor Rutt. Several properties against which the monitions proceedings began have paid in full, while several have initiated payment arrangements and others have sold at sheriff sales. We will continue to review the Department’s collection processes to encourage payment, improve the property tax collection rate and signal a standardized set of regular tax collection procedures. Note interim tax bills totaling \$44,422 generated after the initial tax levy are excluded from the table to show amounts on a comparable basis throughout the reporting period.



- The Billing and Customer Service staff have been working diligently in preparation for the annual tax billing following Council’s approval of the FY22 budget and property tax rate on June 14, 2021 and the approval of the FY22 property tax levy on July 26, 2021; bills are expected to be generated and mailed before August 13, 2021.

cc: Mark Whitfield, City Manager  
Finance Department

To: Mayor and City Council  
From: Louis C. Vitola, Finance Director  
Date: August 6, 2021  
Re: June 2021 Financial Reporting Package

The June 2021 Month-to-Date and Fiscal Year 2021 (FY21) Financial Reporting Package is enclosed for your review. The following executive summary highlights this month's notable developments; no significant changes were made to the format or delivery of the document this month.

- Pages 1-2: Cash and Reserve Balances
  - Operating cash balances (page 1) dipped by more than \$250,000 across the five major funds in June but were mixed individually; quarter-end benefits-driven costs and a combination of debt service and capital spending contributed to cash draws in the general fund and sewer fund, respectively, while strong operations in the water, electric and solid waste funds helped mitigate the overall cash decrease.
  - Investment balances (page 1) remain strong through the fiscal year, but the standard caution is that reserve requirements and funding commitments (page 2) encumber a significant portion of the balance in each fund, and while the overperformance against the FY21 budget and the expiration of certain FY19 capital project components combined to reduce the level of encumbrances against the reserve balances on page 2, the July report will be updated to reflect the FY22 budgeted funding commitments.
  - The disbursements made from the major reserve accounts (page 1, lines 11-23) during June were all made in support of Council-approved capital project expenditures incurred during May and June.
  - Impact fee collections and permit charges (page 1, lines 24-31) cooled off in Jun after May completed a string of above-average activity in residential and commercial construction during the second half of FY21. RTT receipts in June were exceptional, as previewed in last month's reporting package, marking the trailing twelve-month high and pushing the FY21 RTT receipts over the three-year average of \$1 million.
- Page 3: Enterprise Funds – Statement of Revenue & Expenditures (P&L Style Statement)
  - This presentation, first reported in February 2021, features a consolidated view of the YTD performance of the City's four major enterprise funds using a "P&L" or income statement format readers may recognize more readily than the detailed revenue (p. 4) and expenditure (p. 5-8) reports that follow.
  - The statement was modeled after the presentation of the Proprietary Funds Statement of Revenues, Expenses and Changes in Net Position found in the City's annual audited financial statements.
  - The City's enterprise fund gross, operating and net margins each posted improvements in each of the last three reporting periods in total. With the exception of the sewer fund, the same is true on a fund-by-fund basis over the final quarter of FY21. The net margin in the sewer fund remains negative as a result of reserve-funded capital spending. Recall that the P&L report attempts to mimic the year-end audited financial statements, which consolidate capital and operating expenditures in one statement, regardless of funding. This should alleviate any concern of the sewer fund's achievement of operating budget targets while at the same time highlighting the fact that the sewer fund is unable to support the entirety of its operations, debt service and capital needs through the sewer rate alone, emphasizing the importance of the rate adjustments set forth in the City's recent Cost of Service Study. Water and sewer rate adjustments are in place beginning September 1, 2021, to provide utility users with a full month of notice to consider ways to adjust usage.
- Page 4-8: Revenue & Expenditures
  - YTD general fund revenue as a percentage of the annual budget is over 100%. With a full year of reporting, no timing issues skew the budget vs actual results. The FY21 general fund expenditures finished far enough below the budget so as to permit the seed funding of the FY22 vehicle and equipment replacement reserves as contemplated in the FY22 budget plan.

- Revenues in all four major enterprise funds likewise exceed the FY21 budget in total, including the electric fund, which overcame a weaker than usual May to finish the year ahead of expectations.
- Expenditures in the utility funds remained below budget *in total* through June. Only the sewer fund expenditures eclipsed the budget as a result of higher-than-expected sewer treatment expenditures.
  - Expenditure overages versus the total FY21 budget in the sewer fund are primarily attributable to Kent County wastewater expenditures, which are uncontrollable but recovered directly through the County component of the sewer rate, and inflow and infiltration (I&I expenses), which are extremely difficult to control much less predict or eliminate, though efforts to mitigate I&I are ongoing.
- The narratives expressed for most of FY21 materialized into a positive finish through the fiscal year despite pandemic-related challenges that have taken different and unexpected forms as the year progressed. The City's controllable operating expenses and capital spending funded by current operations were held deliberately low all year as a cautionary measure against the risk of revenue uncertainty. Fortunately, the City's existing, codified rules and regulations combined with diverse revenue sources and aggressive grant solicitation practices helped prevent revenue and cash flow problems.

cc: Mark Whitfield, City Manager  
Finance Department



Financial Reporting Package  
As of and For the Period Ended June 30, 2021

*(Updated 8/9/2021)*

Cash & Investment Balance Rollforward  
Restricted Cash Reserves Report  
Enterprise Funds YTD Revenue & Expenditure Report  
Revenue Report with MTD & YTD vs Annual Budget  
Expenditure Report with MTD & YTD vs Annual Budget  
Interservice Department Cost Allocation

City of Milford, Delaware  
Cash and Investment Balance<sup>1</sup> Rollforward  
For the Period Ended June 30, 2021

1 **Operating Cash Balances**

2	Description	Opening Balance (May 31, 2021)	Receipts	Interest Earned	Disbursements	Closing Balance (Jun 30, 2021)
3	General Fund	\$ 3,534,866	\$ 1,079,884	\$ 605	\$ (1,606,594)	\$ 3,008,760
4	Electric Fund	3,355,875	2,204,975	1,799	(1,905,173)	3,657,476
5	Water Fund	1,422,664	269,672	955	(191,242)	1,502,049
6	Sewer Fund	987,401	411,842	425	(572,117)	827,552
7	Solid Waste Fund	445,722	133,806	51	(83,559)	496,020
8	<b>Operating Cash Totals</b>	<b>\$ 9,746,527</b>	<b>\$ 4,100,179</b>	<b>\$ 3,835</b>	<b>\$ (4,358,684)</b>	<b>\$ 9,491,857</b>

9 **Federal, State and Other Special Purpose Cash Balances**

10	Description	Opening Balance (May 31, 2021)	Receipts <sup>5</sup>	Interest Earned	Disbursements <sup>3</sup>	Closing Balance (Jun 30, 2021)
11	General Improvement	\$ 232,940	\$ 6,518	\$ 29	\$ (10,943)	\$ 228,544
12	Municipal Street Aid (MSA)	577,034	-	75	(11,090)	566,019
13	Realty Transfer Tax (RTT)	3,604,976	208,325	450	(41,667)	3,772,085
14	Economic Development	150,739	-	-	-	150,739
15	ARPA Grant Fund <sup>5</sup>	-	3,166,946	-	-	3,166,946
16	<b>Special Purpose Cash Totals</b>	<b>\$ 4,565,689</b>	<b>\$ 3,381,789</b>	<b>\$ 554</b>	<b>\$ (63,700)</b>	<b>\$ 7,884,333</b>

17 **Reserve Fund Cash Balances<sup>2</sup>**

18	Description	Opening Balance (May 31, 2021)	Receipts	Interest Earned	Disbursements <sup>4</sup>	Closing Balance (Jun 30, 2021)
19	General Fund Capital Reserves	\$ 1,781,376	\$ -	\$ 66	\$ (89,743)	\$ 1,691,699
20	Water Fund Capital Reserves	9,358,406	-	459	(48,871)	9,309,994
21	Sewer Fund Capital Reserves	3,945,909	-	197	(40,028)	3,906,078
22	Electric Fund Capital Reserves	14,219,853	-	548	(75,026)	14,145,375
23	<b>Reserve Fund Cash Totals</b>	<b>\$ 29,305,544</b>	<b>\$ -</b>	<b>\$ 1,271</b>	<b>\$ (253,668)</b>	<b>\$ 29,053,147</b>

24 **Impact Fees and Police/General Facilities Cash Balances**

25	Description	Opening Balance (May 31, 2021)	Receipts	Interest Earned	Disbursements	Closing Balance (Jun 30, 2021)
26	Police & General Gov't Facilities	\$ 628,537	\$ 7,129	\$ -	\$ -	\$ 635,666
27	Carlisle Fire Co Permit Fund	618,295	2,376	-	-	620,671
28	Water Impact Fee Reserves	4,553,613	20,890	-	-	4,574,502
29	Sewer Impact Fee Reserves	2,618,983	11,036	-	-	2,630,019
30	Electric Impact Fee Reserves	1,042,390	5,400	-	-	1,047,790
31	<b>Impact Fees &amp; Police/GF Totals</b>	<b>\$ 9,461,818</b>	<b>\$ 46,832</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,508,649</b>

32	<b>Grand Totals</b>	<b>\$ 53,079,579</b>	<b>\$ 7,528,800</b>	<b>\$ 5,660</b>	<b>\$ (4,676,052)</b>	<b>\$ 55,937,986</b>
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33 <sup>1</sup>Balances reflect banking and investment account statements and are not indicative of funding availability

34 <sup>2</sup>See enclosed Restricted Cash Reserves Report for breakdown of reserve funding commitments

35 <sup>3</sup>Gen Improvement funding (line 11) applied to Boys & Girls Club Lot Paving, a CTF grant award. MSA funding (line 12) applied to close Fisher project & other budgeted street design. RTT (line 13) used as budgeted for Police OpEx support.

36 <sup>4</sup>Disbursements from Gen Fund Reserves (line 19) reflects PD Bld Design; Water Reserves (line 20) used primarily for SE Wells & Utility Engineering. Disbursement from Sewer Reserves (line 21) to support I&I investigation & Utility Engineering. Electric Reserve spending (line 22) used to support LED Light Project, which is grant-reimbursable.

37 <sup>5</sup>Receipts include 50% of the City's allocation of funding through the American Rescue Plan Act of 2021 (ARPA), which was segregated into its own fund for reporting, compliance and disclosure purposes.

City of Milford, Delaware  
Restricted Cash Reserves Report  
As of June 30, 2021

General Fund Capital Reserves		Amount
Cash/Investment Balance (6/30/21)	\$	1,691,699
Restricted Funds:		
FY'19 Approved with Budget		-
FY'19 Capital - Council Approved		-
FY'20 Approved with Budget		(203,365)
FY'20 Capital - Council Approved		(5,717)
FY'21 Approved with Budget <sup>1</sup>		(580,606)
FY'21 Capital - Council Approved		(154,950)
Funding for 5 Police Officers - Yr 3		(375,000)
Support Policy with RTT <sup>2</sup>		2,000,000
Draft Reserve (MCR) Policy <sup>3</sup>		(1,357,614)
Equipment Replacement Reserve <sup>3</sup>		(771,581)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>242,866</b>

Electric Fund Capital Reserves		Amount
Cash/Investment Balance (6/30/21)	\$	14,145,375
Restricted Funds:		
SCADA / Smart Metering Wall		-
FY'19 Budgeted Capital		(225,000)
FY'20 Budgeted Capital		(40,000)
FY'21 Capital - Council Approved		-
Early Redemption of Bond (1/1/22)		(4,060,000)
Draft Reserve (MCR) Policy <sup>4</sup>		(6,329,000)
Equipment Replacement Reserve <sup>4</sup>		(97,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>3,394,375</b>

Water Fund Capital Reserves		Amount
Cash/Investment Balance (6/30/21)	\$	9,309,994
Restricted Funds:		
NW & NE Front Street Waterline		(118,408)
Streets 2020 Utility Engineering		(231)
SE Second Street - Lead Gooseneck		(2,554)
Two Test Wells - 10th Street		-
Automated Blow-Off Valves		(48,628)
Lovers Lane & Mispillion St Group		(139,328)
Fencing & Water Source Study		(0)
SE Regional Water Quality Study		(36,750)
Front Street Water Lines		(1,500,000)
Draft Reserve (MCR) Policy <sup>4</sup>		(2,333,000)
Equipment Replacement Reserve <sup>4</sup>		(101,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>5,030,095</b>

Municipal Street Aid Reserves		Amount
Cash/Investment Balance (6/30/21)	\$	566,019
Projected Receipts through FY'21:		-
Restricted Funds:		
Mispillion Street Group		(434,440)
Street Improvement Plan: 2020		(42,427)
Street Improvement Plan: 2019		(70,531)
Balance of Fisher, Plum, Masten, etc		-
Balance of Lovers Lane Project		-
Restricted for Bridge Improvements		(6,552)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>12,069</b>

Sewer Fund Capital Reserves		Amount
Cash/Investment Balance (6/30/21)	\$	3,906,078
Restricted Funds:		
Vehicles: F250 Svc & H/D w/Plow		(65,000)
I&I Studies: & Shawnee/Truitt		(103,377)
DNREC Surface Water Grant		(50,000)
Mill Street - Line Rerouting		-
Streets 2020 Utility Engineering		(231)
Fencing - Lighthouse Pump Station		-
Upgrade Line - Mispillion St Group		(28,618)
Backup Generator		-
Draft Reserve (MCR) Policy <sup>4</sup>		(3,327,000)
Equipment Replacement Reserve <sup>4</sup>		(235,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>96,853</b>

Realty Transfer Tax Reserves		Amount
Cash/Investment Balance (6/30/21)	\$	3,772,085
Projected Receipts through FY'21:		-
Restricted Funds:		
Transfer to Police Dept		-
Sidewalk Project Funding		(140,000)
Mispillion Street Group		(80,000)
Support GF Policies <sup>2</sup>		(2,000,000)
Draft Reserve Policy <sup>5</sup>		(1,000,000)
<b>Uncommitted Reserve Balance</b>	<b>\$</b>	<b>552,085</b>

<sup>1</sup>Includes \$347,899 for FY'21 General Fund Operating Budget Deficit-Funding

<sup>2</sup>Per discussions held at 11/17/2020 Council Retreat, implementation of GF Reserve Policies would require support from an eligible funding source

<sup>3</sup>Initial draft of GF Policies recommend MCR of 60 days OpEx & Equip Repl Res of PY Equipment Depreciation Expense; CIP budgeting process March-April 2021 resulting in updated recommendation to MCR of 45 days OpEx & Equip Repl Res minimum of 110% of upcoming CIP budget

<sup>4</sup>Initial Fund Policy draft split Minimum Cash Req'd from COS study into new MCR & Equip Repl Reserve (20% of CIP); proportion of split updated w/CIP progress & Fund Policy revision

<sup>5</sup>Per 11/17 Retreat, initial draft of RTT Fund Policy recommends dynamic MCR based on average of trailing-three-year RTT receipts

City of Milford, Delaware  
 Enterprise Funds: YTD Actual Statement of Revenues & Expenditures<sup>1</sup>  
 For the YTD Period Ended June 30, 2021 (in thousands)

Enterprise Funds Profit & Loss (P&L) Statement	Electric		Water		Sewer		Solid Waste		Total	Total (as % of Revenue)	
1 Operating Revenue	\$	24,969	\$	3,047	\$	4,668	\$	1,379	\$	34,063	100.0%
2 Cost of Revenue <sup>2</sup>		(16,790)		(327)		(3,088)		(347)		(20,552)	-60.3%
3 <b>Gross Margin</b>		<b>8,180</b>		<b>2,720</b>		<b>1,579</b>		<b>1,032</b>		<b>13,510</b>	<b>39.7%</b>
4 <b>Operating Expenses</b>											
5 Operations & Maintenance		(2,197)		(908)		(781)		(555)		(4,442)	-13.0%
6 Personnel		(1,077)		(312)		(306)		(264)		(1,959)	-5.8%
7 <b>Total Operating Expenses</b>		<b>(3,273)</b>		<b>(1,221)</b>		<b>(1,087)</b>		<b>(819)</b>		<b>(6,400)</b>	<b>-18.8%</b>
8 <b>Operating Income</b>	<b>\$</b>	<b>4,906</b>	<b>\$</b>	<b>1,499</b>	<b>\$</b>	<b>492</b>	<b>\$</b>	<b>212</b>	<b>\$</b>	<b>7,110</b>	<b>20.9%</b>
9 Non-Operating Revenue (Expense)		31		23		(2)		1		54	0.2%
10 <b>Surplus (Deficit) available for debt service &amp; capital</b>		<b>4,938</b>		<b>1,522</b>		<b>490</b>		<b>214</b>		<b>7,164</b>	<b>21.0%</b>
11 Debt Service - Principal & Interest		(321)		(365)		(406)		(71)		(1,164)	-3.4%
12 Capital Spending / Contributions from (to) Reserves		(171)		(11)		(536)		-		(717)	-2.1%
13 <b>Surplus (deficit) available for transfers</b>		<b>4,446</b>		<b>1,146</b>		<b>(452)</b>		<b>142</b>		<b>5,282</b>	<b>15.5%</b>
14 Transfers Out		(2,500)		-		-		-		(2,500)	-7.3%
15 <b>Net Surplus (Deficit) - YTD through Current Month</b>	<b>\$</b>	<b>1,946</b>	<b>\$</b>	<b>1,146</b>	<b>\$</b>	<b>(452)</b>	<b>\$</b>	<b>142</b>	<b>\$</b>	<b>2,782</b>	<b>8.2%</b>
16 Net Surplus (Deficit) - YTD through Prior Month <sup>3</sup>	\$	1,731	\$	1,057	\$	(257)	\$	104	\$	2,635	8.5%
17 <b>Chg: Current vs Prior - Favorable (Unfavorable)</b>	<b>\$</b>	<b>215</b>	<b>\$</b>	<b>89</b>	<b>\$</b>	<b>(194)</b>	<b>\$</b>	<b>38</b>	<b>\$</b>	<b>147</b>	<b>-0.3%</b>

18 <sup>1</sup>FY2022 iterations of this report will be modified to show comparable data versus the budget and/or prior year performance, common size (percentage-based) figures, operational data and/or customer data to further inform the current year performance in the enterprise funds.

19 <sup>2</sup>Cost of Revenue reported in the electric fund reflects wholesale cost of power and serves as an ideal revenue offset to arrive at gross margin. Cost of revenue in the water, sewer and solid waste funds are estimated based on a limited set of known, direct inputs to the cost of providing the utility services billed. Aside from Kent County sewer treatment charges, costs of revenue in the water, sewer and solid waste funds are likely understated.

20 <sup>3</sup>Row 16 Updated 8/9/2021

City of Milford, Delaware  
 Revenue Report: MTD and YTD Actual vs Annual Budget  
 For the YTD Period Ended June 30, 2021

*100.0% of Year Elapsed*

Account / Function	FY'21 Budget, as Approved	MTD Actual <sup>1</sup>	YTD Actual	YTD Actual as % of Annual Budget
<b>General Fund:</b>				
Economic Development Fund	\$ 70,860	\$ -	\$ 70,860	100.0%
General Fund Reserves	813,099	28,992	623,185	76.6%
General Fund Reserves - New Officers	436,800	36,400	436,800	100.0%
Realty Transfer Tax - Police	500,000	41,667	500,000	100.0%
Real Estate Tax	4,316,000	2,106	4,340,239	100.6%
Business License	50,000	2,850	74,605	149.2%
Rental License	100,000	2,100	113,600	113.6%
Building Permits	250,000	14,839	387,488	155.0%
Planning & Zoning	47,000	7,373	60,488	128.7%
Grasscutting Revenue	16,000	1,333	16,000	100.0%
Police Revenues	508,375	15,538	510,082	100.3%
Misc. Revenues	417,100	34,341	413,366	99.1%
Transfers In	3,486,525	290,543	3,486,525	100.0%
<b>Total General Fund Revenue</b>	<b>\$ 11,011,759</b>	<b>\$ 478,082</b>	<b>\$ 11,033,238</b>	<b>100.2%</b>
<b>Enterprise Funds:</b>				
Water Fund Revenues	\$ 2,984,929	\$ 236,957	\$ 3,070,514	102.9%
Sewer Fund Revenues	2,528,345	246,914	2,668,803	105.6%
Kent County Sewer	1,900,000	192,987	2,032,660	107.0%
Solid Waste Fund Revenues	1,314,770	115,929	1,380,313	105.0%
Electric Fund Revenues	24,310,398	2,126,541	24,999,753	102.8%
<b>Total Enterprise Fund Revenue</b>	<b>\$ 33,038,442</b>	<b>\$ 2,919,328</b>	<b>\$ 34,152,043</b>	<b>103.4%</b>
Other Enterprise Expense		(3,045)	(12,441)	
Other Enterprise Revenue		8,125	33,680	
<b>Total General &amp; Enterprise Fund Revenue</b>	<b>\$ 44,050,201</b>	<b>\$ 3,402,490</b>	<b>\$ 45,206,520</b>	<b>102.6%</b>

<sup>1</sup>MTD Actual Column Updated 8/9/2021

City of Milford, Delaware  
Expenditure Report: MTD and YTD Actual vs Annual Budget  
For the YTD Period Ended June 30, 2021

*100.0% of Year Elapsed*

Fund / Account / Divisional Groupings	FY'21 Budget, as Approved	MTD Actual <sup>1</sup>	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>General Fund</b>					
<b>City Administration</b>					
Personnel	\$ 623,686	\$ 69,543	\$ 589,476	94.5%	\$ 34,210
Operation & Maintenance (O&M)	191,289	45,982	150,101	78.5%	41,188
Capital	-	-	-		-
<b>Subtotal: City Administration</b>	<b>814,975</b>	<b>115,525</b>	<b>739,577</b>	<b>90.7%</b>	<b>75,398</b>
<b>Planning &amp; Zoning</b>					
Personnel	158,111	16,967	160,479	101.5%	(2,368)
O&M	82,647	7,046	51,762	62.6%	30,885
Capital	-	-	-		-
<b>Subtotal: Planning &amp; Zoning</b>	<b>240,758</b>	<b>24,013</b>	<b>212,241</b>	<b>88.2%</b>	<b>28,517</b>
<b>Code Enforcement &amp; Inspections</b>					
Personnel	288,296	21,488	259,094	89.9%	29,202
O&M	91,722	33,570	100,491	109.6%	(8,769)
Capital	32,000	-	28,542	89.2%	3,458
<b>Subtotal: Code Enforcement &amp; Inspections</b>	<b>412,018</b>	<b>55,058</b>	<b>388,127</b>	<b>94.2%</b>	<b>23,891</b>
<b>Council</b>					
Personnel	32,295	3,004	33,652	104.2%	(1,357)
Legal	45,000	4,310	19,665	43.7%	25,335
City Hall Building Expense	30,014	30,465	57,978	193.2%	(27,964)
Insurance	20,400	-	21,859	107.2%	(1,459)
Christmas Decorations	7,000	-	-	0.0%	7,000
Council Expense	34,200	186	14,713	43.0%	19,487
Employee Recognition	28,000	735	15,608	55.7%	12,392
Codification	15,000	275	7,003	46.7%	7,997
Carlisle Fire Company	140,000	-	140,000	100.0%	-
Museum	30,000	-	30,000	100.0%	-
Downtown Milford, Inc.	45,860	-	45,860	100.0%	-
Milford Public Library	25,000	-	25,000	100.0%	-
Economic Development	2,000	-	207	10.4%	1,793
Armory Expenses	9,000	-	5,502	61.1%	3,498
Kent Economic Partnership	30,000	-	-	0.0%	30,000
Election - Wages	6,000	-	337	5.6%	5,663
Election - Supplies	2,000	-	810	40.5%	1,190
Community Festivals	60,000	-	30,000	50.0%	30,000
<b>Subtotal: Council</b>	<b>561,769</b>	<b>38,975</b>	<b>448,194</b>	<b>79.8%</b>	<b>113,575</b>

City of Milford, Delaware  
Expenditure Report: MTD and YTD Actual vs Annual Budget  
For the YTD Period Ended June 30, 2021

*100.0% of Year Elapsed*

Fund / Account / Divisional Groupings	FY'21 Budget, as Approved	MTD Actual <sup>1</sup>	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>Finance</b>					
Personnel	504,477	49,778	546,481	108.3%	(42,004)
O&M	86,400	2,886	45,164	52.3%	41,236
Capital	-	-	-		-
<b>Subtotal: Finance</b>	<b>590,877</b>	<b>52,664</b>	<b>591,645</b>	<b>100.1%</b>	<b>(768)</b>
<b>Information Technology</b>					
Personnel	274,394	33,179	187,867	68.5%	86,527
O&M	276,418	38,633	277,935	100.5%	(1,517)
Capital	62,000	-	56,396	91.0%	5,604
<b>Subtotal: Information Technology</b>	<b>612,812</b>	<b>71,812</b>	<b>522,198</b>	<b>85.2%</b>	<b>90,614</b>
<b>Police Department</b>					
Personnel	4,969,863	523,331	4,808,659	96.8%	161,204
O&M	724,875	60,910	591,946	81.7%	132,929
Capital	105,700	-	93,987	88.9%	11,713
<b>Subtotal: Police Department</b>	<b>5,800,438</b>	<b>584,241</b>	<b>5,494,592</b>	<b>94.7%</b>	<b>305,846</b>
<b>Streets &amp; Grounds Division</b>					
Personnel	353,451	28,939	335,231	94.8%	18,220
O&M	440,195	9,591	305,122	69.3%	135,073
Capital	-	-	-		-
<b>Subtotal: Streets &amp; Grounds Division</b>	<b>793,646</b>	<b>38,530</b>	<b>640,353</b>	<b>80.7%</b>	<b>153,293</b>
<b>Parks &amp; Recreation</b>					
Personnel	550,946	48,448	443,035	80.4%	107,911
O&M	368,020	45,276	361,176	98.1%	6,844
Capital	265,500	14,903	187,079	70.5%	78,421
<b>Subtotal: Parks &amp; Recreation</b>	<b>1,184,466</b>	<b>108,627</b>	<b>991,290</b>	<b>83.7%</b>	<b>193,176</b>
<b>Total General Fund Expenditures</b>	<b>\$ 11,011,759</b>	<b>\$ 1,089,445</b>	<b>\$ 10,028,217</b>	<b>91.1%</b>	<b>\$ 983,542</b>

City of Milford, Delaware  
Expenditure Report: MTD and YTD Actual vs Annual Budget  
For the YTD Period Ended June 30, 2021

*100.0% of Year Elapsed*

Fund / Account / Divisional Groupings	FY'21 Budget, as Approved	MTD Actual <sup>1</sup>	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>Enterprise Funds:</b>					
<b>Water Division</b>					
Personnel	\$ 319,598	\$ 35,740	\$ 312,145	97.7%	\$ 7,453
O&M	1,542,611	65,724	1,235,696	80.1%	306,915
Capital	757,445	-	-	0.0%	757,445
Debt Service	365,275	46,500	365,274	100.0%	1
<b>Subtotal: Water Division</b>	<b>2,984,929</b>	<b>147,964</b>	<b>1,913,115</b>	<b>64.1%</b>	<b>1,071,814</b>
<b>Sewer Division</b>					
Personnel	307,738	35,680	305,783	99.4%	1,955
O&M	1,814,277	82,304	1,845,376	101.7%	(31,099)
Capital	-	-	-	-	-
Debt Service	406,330	77,271	406,321	100.0%	9
<b>Subtotal: Sewer Division (excl. Kent County)</b>	<b>2,528,345</b>	<b>195,255</b>	<b>2,557,480</b>	<b>101.2%</b>	<b>(29,135)</b>
Kent County Sewer	1,900,000	192,857	2,032,266	107.0%	(132,266)
<b>Subtotal: Sewer Division (Comprehensive)</b>	<b>4,428,345</b>	<b>388,112</b>	<b>4,589,746</b>	<b>103.6%</b>	<b>(161,401)</b>
<b>Solid Waste Division</b>					
Personnel	315,705	26,616	264,449	83.8%	51,256
O&M	999,065	50,750	973,121	97.4%	25,944
Capital	-	-	-	-	-
<b>Subtotal: Solid Waste Division</b>	<b>1,314,770</b>	<b>77,366</b>	<b>1,237,570</b>	<b>94.1%</b>	<b>77,200</b>
<b>Subtotal: Water, Sewer &amp; Solid Waste</b>	<b>8,728,044</b>	<b>613,442</b>	<b>7,740,431</b>	<b>88.7%</b>	<b>987,613</b>
<b>Electric Division</b>					
Personnel	1,135,845	72,073	1,076,570	94.8%	59,275
O&M	2,605,859	62,743	2,197,373	84.3%	408,486
Transfer to General Fund	2,500,000	208,333	2,500,000	100.0%	-
Capital	947,529	6,583	170,596	18.0%	776,933
Debt Service	321,165	46,957	321,165	100.0%	-
<b>Subtotal: Electric Division (excl. Power)</b>	<b>7,510,398</b>	<b>396,689</b>	<b>6,265,704</b>	<b>83.4%</b>	<b>1,244,694</b>
Power Purchased	16,800,000	1,513,828	16,789,673	99.9%	10,327
<b>Subtotal: Electric Division (Comprehensive)</b>	<b>24,310,398</b>	<b>1,910,517</b>	<b>23,055,377</b>	<b>94.8%</b>	<b>1,255,021</b>
<b>Total Enterprise Fund Expenditures</b>	<b>\$ 33,038,442</b>	<b>\$ 2,523,959</b>	<b>\$ 30,795,808</b>	<b>93.2%</b>	<b>\$ 2,242,634</b>
<b>Grand Total Operating Budget</b>	<b>\$ 44,050,201</b>	<b>\$ 3,613,404</b>	<b>\$ 40,824,025</b>	<b>92.7%</b>	<b>\$ 3,226,176</b>

<sup>1</sup>MTD Actual Column Updated 8/9/2021)

City of Milford, Delaware  
Interservice Department Expenditures: MTD and YTD Actual vs Annual Budget  
For the YTD Period Ended June 30, 2021

*100.0% of Year Elapsed*

Account / Divisional Groupings	FY'21 Budget	MTD Actual	YTD Actual	YTD Actual as % of Annual Budget	Unexpended Balance
<b>Interservice Departments</b>					
<b>Garage</b>					
Personnel	\$ 94,752	\$ 8,861	\$ 87,314	92.2%	\$ 7,438
Operation & Maintenance (O&M)	120,672	84	99,165	82.2%	21,507
Capital	-	-	-		-
Subtotal: Garage	215,424	8,945	186,479	86.6%	28,945
<b>Public Works</b>					
Personnel	727,521	77,778	664,878	91.4%	62,643
O&M	270,155	11,234	173,700	64.3%	96,455
Capital	216,773	-	27,396	12.6%	189,377
Subtotal: Public Works	1,214,449	89,012	865,974	71.3%	348,475
<b>Tech Services</b>					
Personnel	249,059	27,444	260,064	104.4%	(11,005)
O&M	445,181	11,730	425,621	95.6%	19,560
Capital	-	-	-		-
Subtotal: Tech Services	694,240	39,174	685,685	98.8%	8,555
<b>Billing &amp; Collections</b>					
Personnel	662,726	52,078	587,122	88.6%	75,604
O&M	282,655	32,277	235,090	83.2%	47,565
Capital	49,500	-	44,166	89.2%	5,334
Subtotal: Billing & Collections	994,881	84,355	866,378	87.1%	128,503
<b>City Hall Cost Allocation</b>					
O&M	70,620	2,248	42,056	59.6%	28,564
Capital	-	-	-		-
Subtotal: City Hall Cost Allocation	70,620	2,248	42,056	59.6%	28,564
Interdepartmental Cost Allocation	\$ (3,189,614)	\$ (223,734)	\$ (2,646,572)	83.0%	\$ (543,042)
<b>Net Interdepartmental Costs<sup>2</sup></b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>

<sup>1</sup>MTD Actual Column Updated 8/9/2021

<sup>2</sup>All costs reported here are allocated to and entirely funded by the various departments that use the services provided internally by these shared departments.

From: Sylvia Carson <SCarson@ArborManagement.com>

Sent: Monday, August 9, 2021 12:17 PM

To: James, Jason; Boyle, Mike; Marabello, Daniel; Fulton, Andrew P.; Culotta, Todd; Baer, Brian; dmarrow@milford-de.gov; Wilson, Katrina

Subject: ATTENDING AUGUST 9TH COUNCIL MEETING - POSITIVE POINTS PROGRAM

Good afternoon Katrina,

The Positive Points Program of Leon N. Weiner & Associates, Inc, and Arbor Management, LLC., will be honoring the City of Milford (August 19th ), frontliners, essential and health care workers (our heroes) during the height of COVID-19 at Milford Crossing Apartments in Milford, Delaware.

Attached is a copy of the Positive Points Program 2019/2020 Newsletter. Unfortunately, our 2020 program (The Tiny House Project) came to a halt due to the pandemic. However, we will resume building the two Tiny Homes to donate to homeless veterans next year. Our newsletter will give you an understanding of who we are and some of the educational programs we provide our residents.

Katrina, would you be so kind as to please provide me with names of any Milford officials who may attend. It is important that they are recognized and honored too appropriately. I appreciate all that you do and thank you for assisting in making this day of honor a success for the heroes and the children.

We are very excited to honor the Honorable Mayor Campbell, who personifies the five points that define our program: commitment, courage, citizenship, character, and creativity on August 19th! I want you to know Katrina, I hold a warm spot in my heart for you because of your kindness. I'm going leave the light on for you too. Hope to see you there!

Sylvia Carson

Director of Positive Points

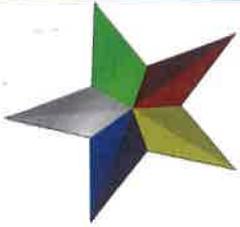
Arbor Management, LLC.

4 Denny Road, Wilmington, DE 19809

(302) 761-7332 Ofc. ~ (302) 377-3530 Cell

Positive Points Program

Sponsored by: DISCOVER BANK & Leon N. Weiner Education Foundation



# Positive Points Program NEWSLETTER

4 Denny Road, Wilmington, DE 19809



**Leon N. Weiner Education  
Foundation Board of Directors**

Mel Staffin, Esq., Chairman  
Dawn M. Brooks  
Donna E. Curtis, MPA  
Marica Clement Kelly  
Beverly Stewart, M. Ed.  
Amy M. Walls



**PPP Administrative Support**  
Barbara Stewart

*Servicing Properties*

Delaware

Carleton Court Apts.  
Chelton Apartments  
Coachman's Manor Apts.  
Commerce Square Apts.  
Compton Apts.  
Compton Town Apts.  
Delmar Crossing Apts.  
Eastlake Village Apts.  
Fairfield Commons Apts.  
Georgetown Apts.  
Georgetown II Apts.  
Main Towers Apts.  
Marrows Court Apts.  
Middletown Trace Apts.  
Milford Crossing Apts.  
Seaford Meadows Apts.  
Spencer Apartments  
Stoneybrook Townhomes  
Villas, Delmar Crossing Apts.  
Villas II, Delmar Crossing Apts.  
Villas at Milford Crossing Apts.  
Villas of Whitehall Apts.  
Wilton Club Apts.  
Windsor Apts.

Maryland

Eastgate Village Apts.  
Schumaker Place Apts.

Pennsylvania

St. James Place Apts.

New Jersey

Riverview Towers Apts.

New York

Providence Hall Apts.  
Schuyler Court Apts.



**Kevin P. Kelly, Chairman**  
Leon N. Weiner & Associates, Inc.  
Arbor Management, LLC



**Glenn R. Brooks, President**  
Leon N. Weiner & Associates, Inc.  
Arbor Management, LLC



**Matthew Parks, Director**  
Discover Financial Services  
DISCOVER BANK



**Amy M. Walls, Principal**  
Community Affairs  
DISCOVER BANK

Board Member  
Leon N. Weiner Education  
Foundation



**David W. Curtis**  
**Executive Vice President**  
Leon N. Weiner & Associates, Inc.  
Arbor Management, LLC

**President**  
POSITIVE POINTS PROGRAM



**Timothy Lamberto**  
**Vice President**  
Arbor Management, LLC

**Vice President**  
POSITIVE POINTS PROGRAM



**Sylvia L. Carson**  
Arbor Management, LLC

**Director**  
POSITIVE POINTS PROGRAM



**Joseph B. Hill**  
**Maintenance Specialist**  
Arbor Management, LLC

**Program Support**  
POSITIVE POINTS PROGRAM

**POSITIVE POINTS PROGRAM**

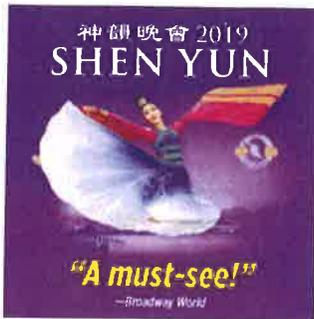
COMMUNITY, COMMITMENT, CHARACTER, CREATIVITY, CITIZENSHIP  
THE POINTS THAT DEFINE US

It is incumbent on each of us to find the points that define us, nurture them, and use them to enhance the lives of those around us. It is the mission of the Positive Points Program to offer an array of educational and cultural opportunities for personal development to the residents of properties owned and managed by Leon N. Weiner & Associates, Inc., and Arbor Management, LLC, thus providing a platform upon which these individuals may make a meaningful contribution to the community at large.

**Sponsored By**



# A look back at 2019



**SHEN YUN PERFORMING ARTS**

*Experiencing Chinese Culture*

**Shen Yun Performing Arts** is a performing arts company formed in New York City and headquartered in Cuddebackville, Orange County, New York, in the Hudson Valley. They performed classical Chinese dance, ethnic and folk dance, and story-based dance, with orchestral accompaniment and solo performers. Shen Yun translates the phrase as “the beauty of divine beings dancing.”

Fifteen teens from various northern properties attended the Shen Yun Performing Arts Production at the Merriam Theater in Philadelphia, PA. It was a great opportunity for them to witness examples of China’s ancient 5,000 years of Civilization live on stage. Seeing this live theater inspired the teens to become more interested in either participating in future theater productions and/or going or going to view them. The production truly increased the teens’ ability to feel the emotions of the dancers. The youth also had dinner after the show at Aurea’s Mexican Restaurant in Claymont, Delaware.

*A special thanks to the volunteers who chaperoned and assisted in making this experience for our children a success.*



# Dress for Success - for less!

## Fashion/Talent Show



LaAngela Todd, Property Manager  
Delmar Crossing Apartments, Delmar, DE  
Visionary of the Show

## The Queen Wilmington

500 North Market Street, Wilmington, DE

Fifty-seven of our northern and southern residents participated in the “Dress for Success – For Less, Fashion/Talent Show on May 19<sup>th</sup> at The Queen Theater in downtown Wilmington, DE. Our goal was to provide the youth with the knowledge of how to shop for less and look great. Workshops were conducted teaching the values and expressions of apparel and modeling experience. Workshops included: Being thrifty saves money; create your own style; revamp what you have; spend within your means; how to budget; compliment others on their clothing; compare prices, and how to model. PPP partnered with Goodwill Delaware & Delaware County, JCPenney, Matthew’s Formal Wear & Tailors, Frank Bernard Bridal, Peninsula Cleaners, Stepping Stones Community Federal Credit Union, Alphagraphics, Discover Bank, Arbor Management, LLC and the Leon N. Weiner Education Foundation. A VIP Reception was held prior to the show and was organized by Amy Walls of Discover Bank.

Our residents (ages 4 to 65) modeled the following types of apparel: School, Sports, Every Day, Professional, Prom/Party, Princess Court & Wedding. There was a special guest opening performance by the Melodic Movement Dance Performing Arts Team from Wilmington, DE., where two of the dancers reside at Stoneybrook Townhomes in Claymont, Delaware, and Miss Jayla Pulliam (aka J. Staxx, Rap Artist) provided great talent. Rehearsals and fittings took place over a six-week period. Makeup artists and hairdressers were provided to help the children for the runway. “Kids Point of View on Fashion” was conducted by Tim Lamberto, (V.P. of Arbor Management, LLC.), aka Mr. Bob Carter, with four children randomly selected to be interviewed. Opening remarks were given by Mr. Glenn R. Brooks, President of Leon N. Weiner & Associates, Inc. & Arbor Management, LLC; Master of Ceremony, Mr. Tim Lamberto and, Guest Speaker, Mr. David W. Curtis, Managing Principal & Executive V.P. of Leon N. Weiner & Associates, Inc., & Arbor Management, LLC. Special words from Rashmi Rangan of Stepping Stones CFCU were given to the audience introducing the credit union and its services.

See the entire show on YouTube ([Positive Points Fashion/Talent Show Longform](#))





## 2019 SUMMER CAMP PROGRAM

# *“You’re A Shining Star No Matter Who You Are”*

This six-week summer camp program challenged the children/teens in a great way by teaching geography and exposing them to other rich cultures such as Native American, Chinese and African, and demonstrate a sense of respect and empathy for other ways of life. Through simple crafts and fun activities, PPP sparked the children/teens’ curiosity about other cultures and set the foundation for further explorations. A classroom setting for these lectures was provided utilizing charts, maps, videos and various samplings of tasting cultural foods. Foods included cornbread, cabbage, vegetables, smores, rice, egg rolls, noodles, chicken curry and fortune cookies. Weekly lesson plans were created for all cultural activities.

- Teepees – each camp was provided a teepee to paint on the exterior and to gather in for experiencing life living in a teepee.
- Indian Headbands – each child was given craft paper and feathers to create their own colorful headband.
- Cherry Blossom Trees – each teen used tissue paper, tree branches, dirt & pots to create their own cherry blossom tree to use as a jewelry holder.
- Paper Lanterns – the children/teens created Chinese lanterns to hang in their bedrooms for night lights. Lanterns were constructed with craft paper, lights and tassels.
- Dreamcatchers – the children/teens created their own dreamcatchers using yarn, beads and feathers.
- African Beading – the children/teens created African beaded necklaces and brackets.
- Movie Day – On the last day of camp the children had a movie day. Movie featured: Shrek the Third. Pizza, popcorn, water ice and nachos were served.

**DISCOVER BANK.** Every Wednesday, Discover Bank provided camp classes on “Smart Shopping”. Amy Walls, Kathy Fintak and Reese Bogle were the instructors as the kids listened and learned about “savings.” A **“Smart Shopping Workshop”** was conducted on the following: How to bargain; Save money with coupons; Comparing prices; Grocery list; Look for SALES!; Shop around; and, You can’t always get what you want. Discover Bank discussed with the children a budget and a shopping list. They had to purchase every item on the shopping list and stay within their budget. They were utilizing two grocery stores on a story board to compare prices, use coupons, calculate the costs and see how far a meal could go with an average sized family. During this activity, the children/teens were taught the importance of keeping a budget and gained an understanding that family may be on a budget and may not be able to always purchase what you want.



## Back to School Supplies

All northern & southern Delaware properties with children/teens received back-to-school bookbags and supplies provided by **DISCOVER BANK**. Amy Walls and her team purchased and organized the supplies to be distributed to all our children who attended summer camp. These supplies assisted our parents by allowing them to be less burdened with purchasing supplies for their children. The supplies included, but was not limited to: bookbags, paper, tablets, pens & pencils, rulers, markers, scissors, binders, glue and much more!





# Summer Camp Final Event

## PowWow of Delaware

Fifty-eight children from Northern & Southern Delaware properties attended the Pow Wow in Millsboro, DE., where they could experience first-hand Native American culture. All the children had the opportunity to witness a ceremony called "The Grand Entry." Dancers used bright feathers, beadwork, and handsewn cloth patterns in buckskin for their dance outfits. They saw and received painted faces and embraced the Native American's painted bodies. PPP's goal for attending the Pow Wow was to help educate our children and increase their understanding of what it means to be Native American in America today, and to place new authentic and accurate images in their mind. There was an exchange of news, ideas, song, dance, Native American fashion and art which showed our children the Native American people's traditions. The children ate Native American cornbread.



## Senior's Summer Camp

Each of 8 senior properties was provided a 2-day camp period during the six weeks. The program allowed seniors to come together as a group, work as a team and provide them with stimulating and therapeutic activity (hand and eye coordination). The activity for the seniors was called "Dreamcatchers". This was a great way for the seniors to use their hands in a craft activity that brought beauty to display in their apartments. While crafting, the seniors learned the history of dreamcatchers and its purpose. They created and designed their own dreamcatcher.



## Senior's Final Event

### *New Candlelight Dinner Theatre, Arden, DE*

The dinner theatre show was titled, "South Pacific", which premiered in 1949 on Broadway and was an immediate hit. The plot is based on James A. Michener's Pulitzer Prize-winning 1947 book Tales of the South Pacific and combines elements of several stories. The seniors enjoyed themselves with a great buffet meal and a wonderful show.





# A Look At 2020

## The Tiny House Project

### “A Tiny Vision for a Big Cause”



*Samples of Tiny Houses. Not actual models to be constructed.*

**Let's build two 250 sq. ft. TINY HOUSES!** PPP would like to involve and teach the children/teens concepts in building two TINY HOMES that would spark the interest of all ages and make it as hands-on and engaging as possible. Involving our children/teens in this exciting and interesting hands-on project based learning activity is a great way to teach them useful skills they can use to build a stable financial future, to understand that there's a huge spectrum of places and spaces that people call home, teamwork, encourage new ways of thinking, problem-solving, critical thinking and even legacy building, as they will follow where the houses end up. Once the building process is complete, PPP will give the turnkey TINY HOUSES away to a well deserving individual or family.

Our professional Arbor Management, LLC., and Leon N. Weiner & Associates, Inc., staff members, as well as contributing vendors and volunteers, will explain to the children/teens every step of the TINY HOUSE building process; including framing, plumbing, electrical and finishing. Children/teens who have never handled a tool will be taught exactly what to do. Hardhats and construction t-shirts will be provided to all who participate.

All children/teens will be bused to the construction site to assist in the building process until completion. Following the completion of these homes, PPP will host a Ribbon Cutting Ceremony in the month of August, 2020 in celebration of the individuals awarded the houses. Other activities will be provided at the FINAL EVENT as well as a cookout. All residents are invited to attend. Transportation will be provided.



## 2020 Summer Camp Program

### "A Tiny Vision for A Big Cause"



**UniHobby DIY Home Kits** will be provided to each of our children/teens to construct their very own personal model home. Kits include structures, framing, electrical hookups, furniture, windows, bedding, lamps, photo frames, carpet, vases & flowers and many other accessories. This kit is challenging and is full of imagination and fun! It will engage our children/teens to experience creative building, increase brain development, patience, eliminate stress, focus, concentration and self- accomplishment.

The picture on the left is a sample of one of the completed kits that the children/teens will construct and enjoy.

Various models of UniHobby Home Kits will be provided the children/teen's based on age and the complexity of the model.

*Be it ever so humble, there's no place like home!*

## SUMMER CAMP FINAL EVENT IN AUGUST!



The Positive Points Program will be providing all camp participants the opportunity to partake and attend in the **TINY HOUSE Ribbon Cutting Ceremony** at Milford Crossing Apartments in Milford, Delaware. Both TINY HOUSES will be displayed for touring. Activities, food, music and entertainment will be provided as well as transportation to and from the ceremony.

**ALL RESIDENTS ARE INVITED TO ATTEND. YOU DON'T WANT TO MISS THIS  
EXTRAODINARY EVENT!!**

## LOOKING BACK AT 2018 HIGHLIGHTS ~ SUMMER PROGRAM

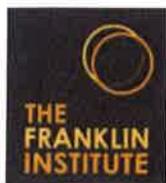
*Space, Science & Inventions*

From June 18<sup>th</sup> thru July 27<sup>th</sup>, a total of 152 children from our northern and southern properties participated in PPP's Summer Camp Program, "Space, Science & Inventions." This six-week program provided the children with fantastic hands-on explorations, experiences and experiments. The activities peaked their curiosity and proved to be lots of fun.

Science education was a huge hit with our children. PPP partnered with Discover Bank and the Delaware State University (DSU) 4-H Program to provide additional workshops in the fields of science & inventions. As our children were full of imagination at camp, some created new ideas with the science supplies provided. A weekly lesson plan & presentation boards were created for the space, science & invention activities. They were as follows: Solar System Project – each child was given a solar system kit to study the planets, stars and the moon to build their own solar system; Color Mixing Experiment – each child was given primary paint colors and learned how to make secondary colors; Elephant Toothpaste Experiment – each child used various ingredients to make this toothpaste; Making a Volcano – each child experimented in making standard, lava and explosive volcanos using yeast & baking soda; Build a Robot – conducted by the DSU 4-H Program; Science & Pennies – conducted by DISCOVER BANK; Cloud & Rainbow Experiment – This lesson showed the children how clouds form and why it rains. In groups, they were given a large glass jar, shaving cream and water. Food coloring was added which produced rain drops and an Invention Kit – was provided to every child. Each kit contained supplies and instructions how to build motors, a telegraph, a light-flashing generator and a real radio. Lab coats, safety glasses and gloves were provided as safety measures for all children participating. Hardy snacks were served at all camp locations.



In April, a total of 199 children from our northern and southern properties attended **IFLY Indoor Skydiving** in Baltimore, Maryland. This S.T.E.M. (science, technology, engineering & math) program used a state-of-the-art vertical wind tunnel to inspire and educate our children. Their certified curriculum aligned with state standards, provided lectures and hands-on experience in flight by demonstrating the use of their full-body control techniques in a chamber.



On May 19<sup>th</sup>, a total of 208 children from our northern and southern properties visited **The Franklin Institute** in Philadelphia, PA. This institute is a science museum and the center of science education and research. Our children received six hours of museum time with hands-on activities that developed their scientific approach to questioning and determining answers that are important skills for life in general. Providing this experience allowed them to become interested in science, technology, reading and mathematics.



PUBLIC WORKS FACILITY  
180 Vickers Drive  
Milford, DE 19963  
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DIRECTOR MICHAEL J. SVABY  
O 302.422.1110, EXT 1173  
C 302.387.9389  
msvaby@milford-de.gov

TO: Mayor and City Council  
THRU: Mark Whitfield, City Manager  
FROM: Michael Svaby, Director, Public Works  
DATE: August 9, 2021  
RE: Department of Public Works Resident Meeting at Milford Ponds

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The Department of Public Works has received many calls from the current residents of Milford Ponds regarding the current existing road conditions and utility infrastructure construction in the various phases of Community development. These calls have begun to work their way up to City Manager, Mayoral and Council level in the past two weeks.

In order to keep residents informed of the processes - utilized by Public Works – regarding measures taken to protect their interests and the day-to-day impact of these measures, the Department of Public Works has scheduled a public meeting for Wednesday, August 11<sup>th</sup>, 2021 at 6:00 PM at the Milford Ponds Clubhouse.

City Manager Whitfield, Mayor Campbell, Council Members Culotta and Fulton, MP Developer Chris Kalil, and Ryan Homes Builder Katie Burke will all be invited to attend as well as all residents of Milford Ponds. Residents will receive a door hanger invitation with the meeting details.

This notice is submitted to Council - as new correspondence - to duly inform the Body of the meeting.

To: Mayor and City Council  
From: Louis C. Vitola, Finance Director  
Date: August 5, 2021  
Re: Tyler Technologies Software Agreement

---

## **EXECUTIVE SUMMARY**

The scoring committee recommends that Council authorize a Software as a Service (SaaS) Agreement with Tyler Technologies, Inc. (Tyler) for a one-time implementation amount not to exceed \$777,417 and optional end-user training of \$11,840 consistent with the terms set forth in the Request for Proposals (RFP) 2020-12 and the proposal, including the SaaS Contract, Statement of Work (SOW) and Investment Summary submitted by Tyler in response.

## **BACKGROUND**

Finance and Administration staff issued RFP 2020-12 for an Enterprise Resource Planning (ERP) System Selection on December 8, 2020. A total of five responses, including two comprehensive proposals and three partial responses (related to payroll, time and attendance systems) were received. Only the two comprehensive proposals were reviewed and scored; the incumbent, Central Square Technologies, did not submit a proposal.

## **EVALUATION**

Both firms were invited to conduct product demonstrations following identical scripts, module sequence, time and format over the course of six days – three for each vendor. Likewise, both firms' references, both listed and some unlisted, were reviewed in a team interview format using Zoom conferencing. Rhiannon Slater, Sandra Peck, Suzannah Frederick, who served as ERP Selection Project Managers, along with Jamesha Eaddy and I represented the formal scoring committee. Three separate rounds of scoring were conducted at different times throughout the process with standardized categories and matrices developed in partnership with Plante Moran, the City's IT Consultant engaged to manage and inform the selection process. In addition to the five-member scoring panel, feedback from the vendor demonstrations were received from dozens of employees representing subject matter expertise from divisions and departments throughout the City's operations and administration.

## **RATIONALE**

The scoring committee independently arrived at nearly identical scoring between the firms. On a scale of 0-100, the scoring differential was just 1.6 points, with Tyler scoring marginally higher than Edmunds & Associates. The immateriality of the scoring difference yet vastly different firm profiles resulted in split preferences across the committee. The perception of Edmunds as the regional leader in mid-size municipal government software, particularly in terms of customer service and responsiveness, presented a healthy debate among the committee, forcing a second round of reference interviews, post-demonstration functionality reviews using the recorded Zoom meetings, and follow-up inquiries with both vendors. Ultimately, after the exhaustive review process, Tyler was selected unanimously as the preferred vendor due to the perceived advantages in functionality, strong technological features and user-friendliness. The ERP scoring committee recommend that Council authorize a SaaS Agreement with Tyler Technologies, Inc. (Tyler) for a one-time implementation amount not to exceed \$777,417 and end-user training of \$11,840 to be met with a combination of utility (91.33%) and general fund (8.67%) reserves pursuant to the allocation put forth in the FY22-26 CIP. A comprehensive five-year project cost estimate is enclosed with Tyler's drafts of the SaaS Agreement, SOW and partially redacted investment summary.

cc: Mark Whitfield, City Manager  
Dale Matthews, IT Director and ERP Project Management Team

ERP Software Replacement - Tyler Technologies SaaS Contract and Other Estimated Implementation and Conversion Costs

		CIP & Operating Budgets	FY'22	FY'23	FY'24	FY'25	FY'26	5-Year Total
Tyler Proposal, including options	}	<b>One-Time Implementation</b>	\$ 184,959	\$ 369,919	\$ 222,539			\$ 777,417
		Optional End-User Training Supplement	-	11,840	-	-	-	11,840
		Ongoing Maint (FY'23 per quote; FY'24+ Estimated)		156,216	179,256	184,634	190,173	710,278
Internal Costs	}	Project Management Consultant	42,300	56,400	42,300			141,000
		Other Conversion & Implementation Costs	44,360	164,800	83,598	42,426		335,184
		<b>Grand Total by Year</b>	<b>271,619</b>	<b>759,174</b>	<b>527,694</b>	<b>227,060</b>	<b>190,173</b>	<b>1,975,719</b>
		<b>Capital Cost Breakdown (Excludes Ongoing Maint)</b>	<b>FY'22</b>	<b>FY'23</b>	<b>FY'24</b>	<b>FY'25</b>	<b>FY'26</b>	<b>5-Year Total</b>
		<b>UPDATED PROJECT BUDGET:</b>	\$ 271,619	\$ 602,959	\$ 348,438	\$ 42,427	\$ -	\$ 1,265,443
		<b>FY22-26 CIP BUDGET AS APPROVED</b>	<b>420,000</b>	<b>450,000</b>	<b>200,000</b>	<b>34,800</b>	<b>17,800</b>	<b>1,122,600</b>
		<b>Difference</b>	<b>(148,381)</b>	<b>152,959</b>	<b>148,438</b>	<b>7,627</b>	<b>(17,800)</b>	<b>142,843</b>
<b>Reconciliation of Differences:</b>								
								91,000
								116,222
								(64,379)
<b>Net Differences</b>								<b>142,843</b>



Sum of all one-time contract fees  
referenced A:G below = \$777,417

Quoted By: Curt Steddum  
 Date: 8/5/2021  
 Quote Expiration: 9/30/2021  
 Quote Name: Milford - ERP - Munis  
 Quote Number: 2020-120102-2  
 Quote Description: Milford RFP SaaS

**Sales Quotation For**

City of Milford  
 PO Box 159  
 201 S. Walnut St.  
 Milford, DE 19963-0159  
 Phone +1 (302) 422-6616

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
<b>Financial:</b>					
Accounting/GL					
Accounts Payable					
Bid Management					
Budgeting					
Capital Assets					
Cash Management					
Contract Management					
Project & Grant Accounting					
Purchasing					
<b>Human Capital Management:</b>					
ExecuTime Advanced Scheduling					
ExecuTime Advanced Scheduling Mobile Access					

**SaaS**

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
ExecuTime Time & Attendance Mobile Access					
ExecuTime Time & Attendance					
Human Resources & Talent Management					
Payroll w/ESS					
Recruiting					
<b>Revenue:</b>					
Accounts Receivable					
Business License					
CAMA Bridge					
Central Property File					
Tax Billing					
General Billing					
Tyler Cashiering					
UB Interface					
Utility Billing CIS					
<b>Productivity:</b>					
Citizen Self Service					
eProcurement					
Munis Analytics & Reporting (SaaS)					
Postal XPress (Lorton) Annual Subscription					
Tyler Content Manager SE					
Tyler ReadyForms Processing (including Common Form Set)					
<b>Additional:</b>					
Asset Maintenance (5)					
Comprehensive Annual Financial Report Statement Builder					
EnerGov Advanced Automation Bundle					
EnerGov Citizen Self Service - Community Development					

**SaaS**

**One Time Fees**

Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
EnerGov Community Development Suite (5)					
EnerGov Core Foundation Bundle					
Tyler GIS (10)					
<b>TOTAL:</b>		<b>\$156,216.00</b>	<b>1884</b>	<b>\$323,220.00</b>	<b>\$110,155.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Configuration Postal Xpress (Lorton)				
Foundation Change Management Implementation				
MISC Implementation				
MISC Implementation				
Project Management				
<b>TOTAL:</b>				<b>\$270,987.00</b>

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer							
Hand Held Scanner - Model 1950GSR							
Hand Held Scanner Stand							
ID Tech MiniMag USB Reader							
Printer (TM-S9000)							
Tyler Secure Signature System with 2 Keys							
<b>TOTAL:</b>				<b>\$4,075.00</b>			<b>\$0.00</b>

**Summary**

	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$0.00	\$0.00

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS	\$0.00	\$156,216.00
Total Tyler Services	\$704,362.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$4,075.00	\$0.00
<b>Summary Total</b>	<b>ΣA:D = \$708,437.00</b>	<b>\$156,216.00</b>
<b>Contract Total (Excluding Estimated Travel Expenses)</b>	<b>\$1,177,085.00</b>	
<b>Estimated Travel Expenses</b>	<b>E \$31,400.00</b>	

<b>Optional SaaS</b>	<b>One Time Fees</b>				
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
<b>Additional:</b>					
EnerGov iG Workforce Apps					
Parks and Recreation					
Socrata Open Finance					
Tyler Detect					
<b>TOTAL:</b>		<b>\$33,207.00</b>	<b>80</b>	<b>F \$13,680.00</b>	<b>\$0.00</b>

<b>Optional Other Services</b>	Quantity	Unit Price	Unit Discount	Extended Price
Business Process Consulting - Accounts Payable				
Business Process Consulting - Recruiting				
Business Process Consulting - Benefits Enrollment				
Business Process Consulting - Budget				
Business Process Consulting - Business Licenses				
Business Process Consulting - Bid Management				
Business Process Consulting - Contract Management				
Business Process Consulting - Capital Assets				
Business Process Consulting - General Billing				
Business Process Consulting - General Ledger				

**Optional Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Business Process Consulting - HR Management				
Business Process Consulting - Miscellaneous Cash				
Business Process Consulting - Project/Grant Accounting				
Business Process Consulting - Talent Management				
Business Process Consulting - Purchasing & Requisitions				
Business Process Consulting - Payroll				
Business Process Consulting - Cash Management				
Business Process Consulting - Taxes				
Install Fee - Socrata Open Finance				
Install Fee - Tyler Detect				
MISC Service				
<b>TOTAL:</b>				<b>\$312,700.00</b>

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Pattern Stream Automated Document System							
Pattern Stream Automated Document System - Implementation							
<b>TOTAL:</b>				<b>G \$23,900.00</b>			<b>\$3,500.00</b>



## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of Milford, Delaware.
- **“Data”** means your data necessary to utilize the Tyler Software. Including programs, publications and media created specifically for and paid for by the City.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users means the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services



attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Recovery Point Objective (RPO)”** means a the maximum amount of time from the declaration of a disaster during which your data may be lost.. This preserves any data changes made before the disaster.
- **“Recovery Time Objective (RTO)”** means the amount of time from the declaration of a disaster, within which your access to the Tyler Software.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations unless the third party is under contract to perform work on the Client's behalf; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. Functionality Replacement. For a period of five (5) years from the Term commencement date, if a new release of the Tyler Software removes the functionality that was originally licensed to you, we will provide alternative means for performing the same function, at no additional cost to you beyond payment of the annual SaaS Fees.

7. 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. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center physically located within the continental United States and subject to all applicable United States laws and regulations. Tyler will not transfer Client data outside territorial limits of the United States of America without prior permission from Client. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 6.10 Data Redundancy. As of the Effective Date of the Agreement our backup schedule for purposes of disaster recovery for Client's Data is to retain daily backups for seven (7) days, weekly backups for five (5) weeks, monthly backups for thirteen (13) months,. Tyler reserves the right to change its backup schedule provided such change is at least as frequent as industry standard. Upon your written request, we will make available to you a copy of your database on a monthly basis via Tyler's SFTP (secure FTP) server for you to pull to your local site.
- 6.11 Password Security. Tyler warrants that, as of the Effective Date, no 'back door' password or other method of remote access by unauthorized persons into the Tyler Software exists.

## **SECTION C – PROFESSIONAL SERVICES**

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

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Personnel. We agree to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. In the event Tyler personnel provide services not conforming to the services warranties in this Agreement, Tyler will be given a reasonable opportunity to correct the deficiency. Once Tyler has had a reasonable opportunity to correct the deficiency, if the deficiency persists, then Client may provide written notice to Tyler demanding that the Tyler personnel be removed. In such a case, Tyler will identify a replacement within a commercially reasonable time or, in the event Tyler disagrees with the Client's demand, the matter shall be referred to the Dispute Resolution Process of this Agreement. Notwithstanding the foregoing, Client and Tyler agree to work towards a mutually agreeable remedy in the event of a change in personnel, including managing the effect upon the timelines and milestones set forth in the SOW and any project plans.
5. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for onsite services on the project. You agree that those resumes are for your information and planning purposes only.

Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements.

In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience and project knowledge as the person being replaced. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel, to be invoiced in accordance with the Business Travel Policy.

6. 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.

7. 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.
8. 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. Any employee on the Client's premises shall comply with applicable laws and regulations. Any employee involved in egregious or unlawful misconduct while on Client's premises shall be subject to immediate removal by the Client's Safety Office or local law enforcement.
9. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies and undergo annual security training. When employees leave employment with Tyler, a formal process is established to remove their physical and virtual access to Tyler's infrastructure immediately upon departure. For the avoidance of doubt, virtual access means log-in credentials to the Tyler network.
10. 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).
11. 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:
  - 11.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 11.2 provide support during our established support hours;
  - 11.3 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;

- 11.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 11.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

11. Mandates: We will maintain the products purchased through this Agreement in compliance with Local, State of Delaware and Federal mandates, at no additional cost beyond the annual SaaS Fees.
12. Project Plan. We will deliver to you a detailed Project Plan that details both our and your responsibilities to accomplish the tasks set forth in the Statement of Work as well as the specific start and end dates for each activity. The Project Plan will be in sufficient detail to specify the installation, conversion, training, testing, acceptance, and live operation activities for each phase, including the planned phase go-live date. The parties understand and agree that the Project Plan(s) may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work.
  - a. Both parties mutually agree to prepare terms of an implementation and post-implementation support plan defining the roles and responsibilities of each party to perform the functions detailed in Exhibit E and Exhibit F.
13. Tyler Software Acceptance. The Client will use the following acceptance process for each Phase, as defined in the SOW. Client will have a maximum of a thirty (30) calendar day "Test Period" to test the System in a live production environment and report documented Defects. If there are

no Defects reported during the Test Period, the Client shall issue "Acceptance." Upon Acceptance of the last Phase of the project, Client shall also grant "Project Closure." If Client reports a documented Defect during the Test Period, Client will notify Tyler in writing. Tyler will correct the Defect(s) or provide a mutually agreeable plan for future resolution of any Defect(s). A dispute with respect to the plan shall be addressed pursuant to the Dispute Resolution Process of this Agreement. Upon resolution of a Defect during the Test Period, Client may re-perform testing for a maximum of fifteen (15) calendar days. This procedure shall repeat until all Defects have either been resolved or the Client and Tyler, reasonably cooperating, have developed a mutually agreeable schedule for Defect resolution, at which point the Client shall issue Project Closure.

14. Video and Audio Recording: Subject to Section H (17), Tyler is willing to permit the Client to record trainings and or presentations, provided Client uses said recording solely for its internal business purposes.

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

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

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

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your

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

## **SECTION F – TERM AND TERMINATION**

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

- 2.5 Fees for Termination without Cause during Initial Term. 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:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination.
  - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination.
3. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination. Transition Services. In the event of termination by either party, Client may request that Tyler provide reasonable transition services to assist with Client's migration to a new vendor of choice. The parties agree to work together in good faith to create a mutually agreeable scope for those services, to be provided at Tyler's then-current pricing. In no event shall Tyler be required to disclose any Tyler confidential information to any such new vendor but will reasonably cooperate in response to reasonable requests to provide information as such is commercially and reasonably available.
4. Return of Client Data. In the event of termination or expiration of this Agreement, and upon reasonable advance notice, Tyler shall promptly make all Client Data securely available to Client in the form of a copy of the database(s) hosted by Tyler or such other format as may be mutually agreed upon. Such Client Data will be provided no later than sixty (60) days prior to the date of expiration or termination, as applicable, (provided at least 10 days advance notice by Client) and again seven (7) days after date of expiration or termination, as applicable.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend and hold you harmless, to the full extent of the law, from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) that the Tyler Software or Documentation infringes upon the third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software

immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and/or 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) and your attorneys fees and cost, we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

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

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

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

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), THREE (3) TIMES TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THREE (3) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT FOR CLAIMS COVERED BY SECTIONS G(1) AND G(2), 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; (e) Cyber Liability of at least \$1,000,000; and 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 that shows the policy has not changed or been canceled, and that you are still listed as additional insured.

## SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for sixty (60) 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-five~~ thirty-five (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a State or Federal court in Delaware. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt

certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent

permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, and with your prior written consent, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment

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

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules on conflicts of law. We will comply with all applicable laws, ordinances, orders, decrees, and regulations. The quoted fees are based, in part, on the cost of compliance with applicable laws existing as of the Effective Date. Should laws applicable to Tyler’s performance under the Agreement change post-signature, Tyler reserves the right to seek a change order for the additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

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

Tyler Technologies, Inc.

City of Milford, Delaware

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

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

Address for Notices:

City of Milford  
201 S. Walnut Street  
Milford, DE 19963-0159  
Attention: City Manager



## 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.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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**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 a quarterly basis, as set forth below.. 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. The foregoing notwithstanding, your first three (3) annual renewal terms will increase by no more than three percent (3%) over the previous year’s SaaS fees.

Date	Quarterly SaaS Fee
10/1/2021	22,413.19
1/1/2022	27,862.31
4/1/2022	27,862.31
7/1/2022	30,679.88
10/1/2022	32,313.94
1/1/2023	32,313.94
4/1/2023	35,227.31
7/1/2023	35,227.31
10/1/2023	39,054.00
1/1/2024	39,054.00
4/1/2024	39,054.00
7/1/2024	39,054.00

2. Other Tyler Software and Services.

2.1 *VPN Device:* The fee for the VPN device will be invoiced upon successful installation of the VPN.

2.2 *Implementation and Other Professional Services (including training):*



- 2.3 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary. Hours invoiced may not exceed the budgeted hours by phase represented in the project plan without an approved change order. The foregoing notwithstanding, the Client may retain ten percent (10%) of the implementation and other professional fees, with such retention to be paid upon the completion of each Phase as defined in the Statement of Work.
- 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 of the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon acceptance 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 as accepted, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon acceptance of the Implementation Planning document.
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 with appropriate and valid credentials enabling the Client to successfully access the software.
- 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 with appropriate and valid credentials enabling the Client to successfully access the software.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and

may be increased by Tyler upon notice of no less than ~~thirty~~ 180 (30180) days.

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

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



**Exhibit B  
Schedule 1  
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

Depart before 12:00 noon  
Depart after 12:00 noon

Lunch and dinner  
Dinner

Return Day

Return before 12:00 noon  
Return between 12:00 noon & 7:00 p.m.  
Return after 7:00 p.m.\*

Breakfast  
Breakfast and lunch  
Breakfast, lunch and dinner

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



## Exhibit C Service Level Agreement

### I. Agreement Overview

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

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

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

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

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

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

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

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

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

### III. **Service Availability**

#### a. Your Responsibilities

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

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	10%
98.49% - 97.50%	15%
97.49% - 96.50%	20%
96.49% - 95.50%	25%
Below 95.50%	30% AND Client may terminate agreement for cause without penalty.

#### IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

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



## **Exhibit C Schedule 1 Support Call Process**

### **Support Channels**

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

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

\* Channel availability may be limited for certain applications.

### *Support Resources*

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

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

### **Support Availability**

#### *Standard Support*

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

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

### *Support Outside of Standard Times*

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

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

## **Issue Handling**

### *Incident Tracking*

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

### *Incident Priority*

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

Priority Level	Characteristics of Support Incident	Resolution Targets	Client Relief if Resolution Target not Met
<p>1 Critical</p>	<p>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.</p>	<p>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.</p>	<p>25% discount on SaaS fee for quarter when incident occurred</p>
<p>2 High</p>	<p>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</p>	<p>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.</p>	<p>15% discount on SaaS fee for quarter when incident occurred</p>

Priority Level	Characteristics of Support Incident	Resolution Targets	Client Relief if Resolution Target not Met
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.	5% discount on SaaS fee for quarter when incident occurred
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.	Remedial action will be taken

### *Incident Escalation*

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

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

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

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

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

#### *Remote Support Tool*

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



**Exhibit D**  
**Third Party Terms**

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**Exhibit D**  
**Schedule 1**  
**Hyperlinked Terms**

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**Exhibit D**  
**Schedule 2**  
**DocOrigin Terms**

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## 8. GENERAL PROVISIONS

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8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website [www.docorigin.com](http://www.docorigin.com).

Last Updated: July 22, 2017



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

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# City of Milford

SOW from Tyler Technologies, Inc.

7/27/2021

Presented to:

201 S. Walnut St.  
Milford, DE 19963-0159

Contact:

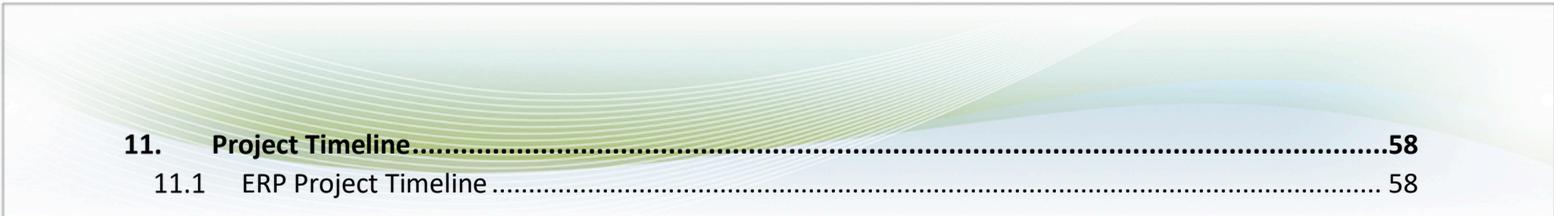
Jane Grant  
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One Tyler Drive, Yarmouth, ME 04096

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

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

### 1.2 Project Goals

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

The overall goals of the project are to:

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

### 1.3 Methodology

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

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

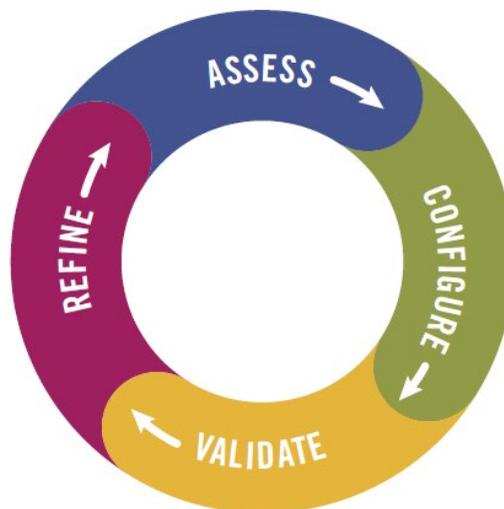
## Tyler's Six Stage Project Methodology



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

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

## Iterative Project Model



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

# Part 2: Project Foundation

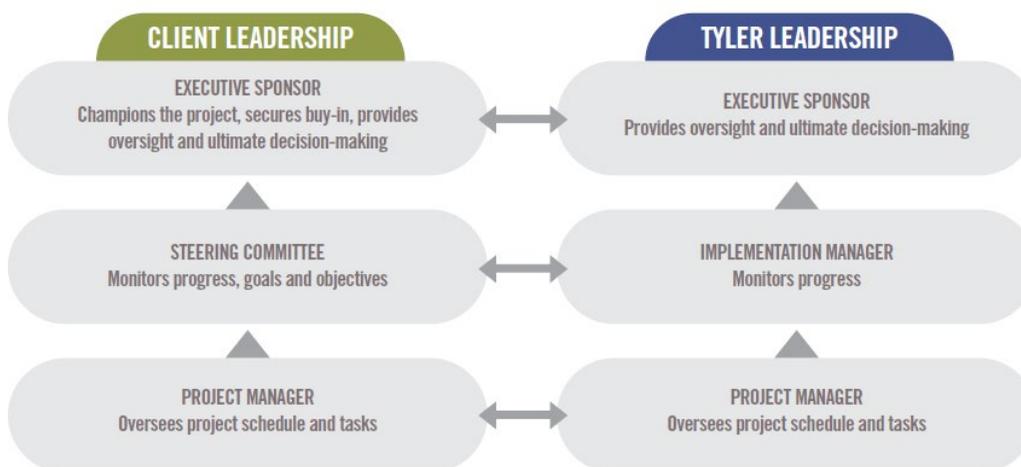
## 2. Project Governance

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

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

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

### Project Governance Relationships



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

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



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

### 3.2 Change Control

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

### 3.3 Change Request Management

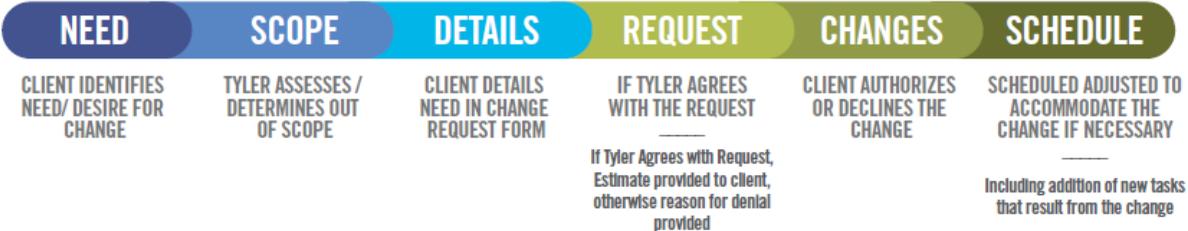
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to City; for example, City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

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

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

### Change Request Process



## 4. Acceptance Process

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

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

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

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

- The City shall have ten (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide either (a) acceptance or acknowledgement or (b) a request for an extension in the timeframe within ten (10) business days, or a timeframe mutually agreed upon in writing, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within ten (10) business days or a timeframe mutually agreed upon in writing, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point within ten (10) business days or a timeframe mutually agreed upon in writing. The City shall then have five (5) business days from receipt of the redelivered Deliverable or Control Point to (a) accept or acknowledge, (b) request time extension or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within five (5) business days from receipt of the redelivered Deliverable or Control Point or a timeframe mutually agreed upon in writing, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

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

### 5.1 Tyler Roles & Responsibilities

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

### 5.1.1 Tyler Executive Sponsor

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

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

### 5.1.2 Tyler Implementation Manager

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

### 5.1.3 Tyler Project Manager

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

#### 5.1.3.1 Contract Management

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

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.

- Develops initial Project schedule and Project Management Plan.
- Collaborates with City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Manages Project Plan (edits, updates, etc.) as necessary as part of regularly scheduled status meetings with City Project Manager(s)
- Develops project communication plans with City Project Manager(s)
- Develops risk management plans with City Project Manager(s)
- Develops quality management plans with City Project Manager(s)
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to City any items that may impact the outcomes of the Project.
- Collaborates with City’s project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with City’s project manager(s) to set a routine communication plan that will aid all Project team members, of both City and Tyler, in understanding the goals, objectives, current status, and health of the Project.
- Prepares for project status meetings by preparing meeting agendas, project status reports, and facilitates meetings.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.
- Schedule Management
  - Developing a schedule that appropriately weights project activities, tasks, and deadlines
  - Maintaining a published calendar for City and Tyler project activities
  - Controlling schedules to ensure adequate Tyler support throughout the project

#### 5.1.3.5 Risk Management

- Maintaining a proactive approach in developing and implementing strategies that significantly mitigate risk

- Monitoring and managing the project Risk Register with the City Project Manager(s)
- Communicating any risks that may negatively impact the project as soon as they are identified
- Communicating any risks related to configuration decisions which place the City in a position whereby they are unique or a minority (in use of functionality) in comparison to other client configurations. It is expected that the Project Manager, will inform all Tyler consultants working at the City to effectively communicate similarly these risks to the City.

#### 5.1.3.6 Quality Management

- Adhering to Project Management practices and business change control processes
- Recognizing problems or situations that are new or without clear precedent.
- Evaluating alternatives and finding solutions using a systematic, multi-step approach.
- Tracking project deliverables and communicating with the City Project Manager(s) to deliver project on-time and within scope and budget
- Constructing thorough test scenarios to validate process performance
- Preparing and delivering control point sign offs for City Project Manager(s) acceptance

#### 5.1.3.7 Issue Management

- Tracking issues that occur during the project and ensuring appropriate resolution
- Reporting on issue status on a weekly basis
- Working with City Project Manager(s) and Tyler Management to categorize issues into a prioritized list
- Collaborating with the City Project Manager(s) to review appropriate actions to address issues
- Assisting Tyler Project Team in identifying and preparing work around solutions to allow City to proceed with training when issues are present

#### 5.1.3.8 Communication & Reporting

- Conveying goals and objectives clearly and in a compelling manner
- Listening effectively and clarifying information as needed
- Interpreting verbal and non-verbal messages that others communicate
- Producing clear and complete status reports
- Communicating tactfully and candidly
- Handling broad-based, often complex, communication for internal and/or external audiences
- Creating a forum and format for ongoing open communication within project team
- Communicating the status of project deliverables
- Keeping all stakeholders updated on progress of project
- Compiling and delivering a bi-weekly status report; weekly starting 60 days prior to go-live
- Leading a bi-weekly Status Meeting; weekly starting 60 days prior to go-live
- Immediately communicating new or escalating project risks to City Project Manager(s) and Stakeholders
- Preparing Phase Closure documents.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides City through software validation process following configuration.
- Assists during Go-Live process and provides support until City transitions to Client Services.

- Facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.
- Provides confident recommendations regarding configuration options and business process best practices using Tyler's products based on his/her experience and expertise implementing Tyler software products with similar organizations
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions
- Completes site reports detailing activities for each implementation day within 5 business days of the event(s) they facilitated. Site reports are written to:
  - Document activities for implementation services
  - Clearly document homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
  - Keep Tyler and City project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, 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

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

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

### 5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with City.

### 5.1.8 Tyler Data Experts/Conversion Programmers

- Validates that customer data files are in proper format.

- Develops customized conversion programs, as necessary, 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 City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as City completes the data review.
- Provides conversion consulting and mapping assistance.

## 5.2 City Roles & Responsibilities

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

### 5.2.1 City Executive Sponsor

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

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

### 5.2.2 City Steering Committee

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

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

- Project Goals
- City Policies
- Needs of other client projects

### 5.2.3 City Project Manager

City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

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

#### 5.2.3.2 Planning

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

#### 5.2.3.3 Implementation Management

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

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.

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

#### 5.2.4 City Functional Leads

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

### 5.2.5 City Power Users

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

### 5.2.6 City End Users

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

### 5.2.7 City Technical Lead

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

#### 5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.

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

### 5.2.8 City Change Management Lead

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

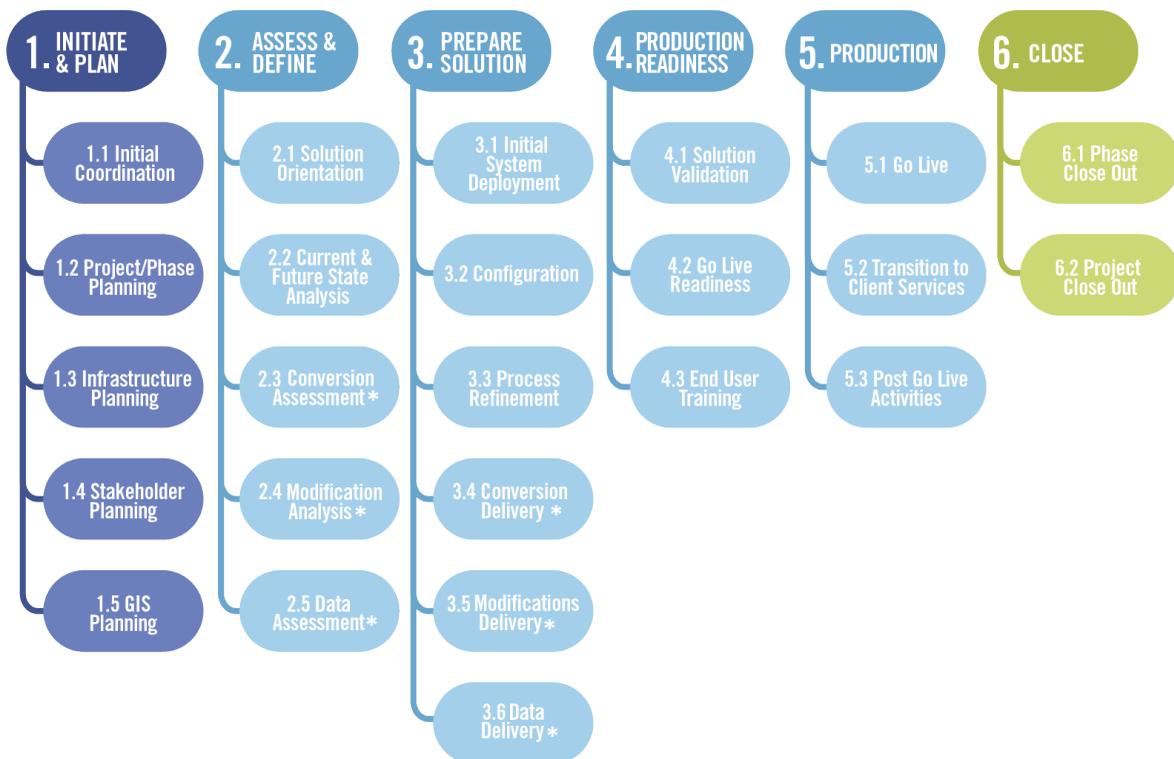
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

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

## Work Breakdown Structure (WBS)



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

## 6.1 Initiate and Plan

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

### 6.1.1 Initial Coordination

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

#### Objectives:

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

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

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

**Work package assumptions:**

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

### 6.1.2 Project/Phase Planning

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

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

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

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

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

Schedule and conduct planning session(s)		A	R							I	I	C	C	I				
Develop Project Management Plan		A	R							I	I	C	C	I				
Develop initial project schedule		A	R	I	I	I	I			I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

**Work package assumptions:**

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

### 6.1.3 Infrastructure Planning

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

**Objectives:**

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

<b>STAGE 1</b>	<b>Infrastructure Planning</b>																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads

Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				I					R	C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		I	A	I					R	C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

**Work package assumptions:**

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

**6.1.4 Stakeholder Meeting**

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

**Objectives:**

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

<b>STAGE 1</b>	<b>Stakeholder Meeting</b>	
	Tyler	Client

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

Inputs	Agreement
	SOW
	Project Management Plan

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

**Work package assumptions:**

- None

**6.1.5 GIS Preparation**

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

**Objectives:**

- Identify all City GIS data sources and formats.
- Tyler to understand City’s GIS needs and practices.
- Ensure City’s GIS data meets Tyler product requirements.

<b>STAGE 1</b>	<b>GIS Preparation</b>	
	Tyler	Client

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		I	I	R				A		C
Provide Source GIS Data			I				I		I	I	R				A		C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

**Work package assumptions:**

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

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

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

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

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

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

- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

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

### 6.2.1 Solution Orientation

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

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

Objectives:

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

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

Inputs	Solution orientation materials
	Training Plan

## 6.2.2 Current & Future State Analysis

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

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

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

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

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

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

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

**Work package assumptions:**

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

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

**Work package assumptions:**

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

### 6.2.4 Modification Analysis

This work package is not in scope of this project. No software modifications have been contracted.

### 6.2.5 Data Assessment

This work package is not in scope of this project. Instead, Work Package 2.3 Conversion Assessment applies.

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

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

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

**Assess & Define Stage Deliverables:**

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

## 6.3 Prepare Solution

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

### 6.3.1 Initial System Deployment

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

**Objectives:**

- All licensed software is installed and operational.
- City is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

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

**Work package assumptions:**

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

### 6.3.2 Configuration

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

Tyler staff collaborates with City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. City collaborates with Tyler staff iteratively to validate software configuration.

**Objectives:**

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

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

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

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

**Work package assumptions:**

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

### 6.3.3 Process Refinement

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

**Objectives:**

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

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			

Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

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

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



**Objectives:**

- Data is ready for production (Conversion).

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



## 6.4 Production Readiness

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

### 6.4.1 Solution Validation

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

#### Objectives:

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

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

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

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

#### Work package assumptions:

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

### 6.4.2 Go-Live Readiness

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

#### Objectives:

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

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

Inputs	Future state decisions
	Go-live checklist

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

Updated go-live checklist

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

**Work package assumptions:**

- None

### 6.4.3 End User Training

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

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

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

**Objectives:**

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

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

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

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

**Work package assumptions:**

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

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

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

**Production Readiness stage deliverables:**

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

**Production Readiness stage acceptance criteria:**

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

## 6.5 Production

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

### 6.5.1 Go-Live

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

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

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

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

**Objectives:**

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

**Work package assumptions:**

- City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.

- The Client business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

### 6.5.2 Transition to Client Services

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

**Objectives:**

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

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

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

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

**Objectives:**

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

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

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

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

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

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

Production Stage Acceptance Criteria:

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

## 6.6 Close

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

### 6.6.1 Phase Closeout

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

**Objectives:**

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

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

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)

	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

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

**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

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

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

**Objectives:**

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

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

Deliver post project report to City and Tyler leadership	I	A	R							I	C	C						
Release Tyler project resources	A	R	I									I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

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

**6.6.3 Control Point 6: Close Stage Acceptance**

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

**Close Stage Deliverables:**

- Post Project Report.

**Close Stage Acceptance Criteria:**

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

**7. General Assumptions**

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

**7.1 Project**

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.

- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring City to make process changes.
- City is responsible for defining, documenting and implementing their policies that result from any business process changes.
- Tyler provides adequate notice and reasonable timelines for any prerequisites completion, prior to applicable scheduled activities.
- Tyler will provide guidance for configuration and processing options available and will communicate those particular options even if the options are not widely used or adopted by the client base, unless irrelevant to City operations.
- Tyler will provide guidance for configuration and processing options available and will communicate whether and specifically to what extent those particular options impact the options available, performance, configuration availability, feature availability or other parameters of another module, Deliverable, process, program or product regardless of the stage of implementation of the other module, Deliverable, process, program or product.
- Tyler will respond to information requests or problem resolution in a comprehensive and timely manner, in accordance with the Project Plan, if information requests and issue reporting have followed appropriate escalation paths.
- The City's project team will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan, agendas, issues log, risk register and other project documents published on the Project Portal.

## 7.2 Organizational Change Management

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

## 7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.

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

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with City representatives to identify business rules before writing the conversion. City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

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

## 8. Glossary

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

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

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

# Part 4: Appendices

## 9. Conversion

### 9.1 Munis Conversion Summary

#### 9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

#### 9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

#### 9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

#### 9.1.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

#### 9.1.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

#### 9.1.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

#### 9.1.7 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

### 9.1.8 General Billing CID

- Customer information

### 9.1.9 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

### 9.1.10 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

### 9.1.11 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

### 9.1.12 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

### 9.1.13 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

### 9.1.14 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

### 9.1.15 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

### 9.1.16 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

### 9.1.17 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

### 9.1.18 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

### 9.1.19 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

### 9.1.20 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

### 9.1.21 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

### 9.1.22 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

### 9.1.23 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

### 9.1.24 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

### 9.1.25 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line item descriptions, quantities, amounts, etc.

### 9.1.26 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

### 9.1.27 Real Estate

- Real Estate master data includes parcel, location, owner, valuation, subdivision, deed, and date information regarding the parcel, balances
- Up to 10 years

### 9.1.28 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

### 9.1.29 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings( current and previous), meter usage (current and previous) and sales tax information.

### 9.1.30 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

### 9.1.31 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

### 9.1.32 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

### 9.1.33 Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

### 9.1.34 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

### 9.1.35 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

### 9.1.36 Asset Maintenance – Work Order Assets

- Asset Maintenance tables for all work order asset types. These tables contain the detail of the asset based on the type e.g. Equipment, infrastructure, fleet etc.

## 9.2 EnerGov Conversion Summary

### 9.2.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Initialized Workflows
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones

- 
- Code Case Master basic information
  - Code Requests
  - Code Case Contacts and Properties
  - Unique (keyed) contacts converted to global contacts
  - Non-keyed contacts converted to a Memo Custom Field or standard note
  - Violations
  - Fees
  - Payments
  - Notes

## 10. Additional Appendices

### 10.1 Change Management Services - Foundation

#### 10.1.1 General Assumptions

- The City will identify all stakeholders impacted by the project at the start of the project.
- The City will encourage invited staff to participate in surveys used for the Organizational Change Readiness Assessment.
- The Organizational Change Assessment data may be gathered remotely.
- The Tyler Change Management Lead will use results of the Change Assessment of the City to develop the Change Management Plan.
- A Change Management Lead will be part of the City project team or the City Project Manager will act in this role.
- The City core project team will act as the Change Management Team.
- The City Change Management Lead will execute the Change Management Plan.
- The Tyler Change Management Lead will not be involved in the project beyond Stage 2 – Assess and Define, unless the City contracts for additional Change Management consulting days.

#### 10.1.2 Roles and Responsibilities

##### 10.1.2.1 Tyler Change Management Lead

- Performs a Change Management Assessment of the City and provides results.
- Presents a Change Management Plan and related Communication strategies to City Change Management Lead.
- Delivers Change Management Fundamentals training to City Change Management Lead.
- Delivers a Change Management coaching presentation to the Sponsor and Change Management Team.
- Trains the City Change Management Lead in setting up and maintaining the Change Management Tracking Templates.
- Provides presentation for City Change Management Lead to use in training Change Management concepts and methodologies to Departmental Managers.

##### 10.1.2.2 Client Change Management Lead

- Executes Change Management Plan.
- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Uses Change Management Guide to steer activities and communications.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively using the Tyler provided Procedural Change tool.
- Identifies areas of resistance and develops a plan to reinforce the change using the Tyler provided Resistance Management Guide and tool.
- Monitors post-production performance and new process adherence.
- Notifies Tyler if additional Change Management assistance is needed.

### 10.1.3 Change Management

The following Change Management sections follow the same implementation methodology as defined in Section 6: Project Stages. Each deliverable and acceptance criteria outlined in the Change Management section therefore becomes part of the overall Project Acceptance and Acknowledgement process for each Stage.

#### 10.1.3.1 Initiate and Plan (Stage 1)

- N/A

#### 10.1.3.2 Assess and Define (Stage 2)

##### 10.1.3.2.1 Organizational Change Readiness Assessment

- Tyler Change Management Lead will use survey tools and interviews to gather information and data to understand the scope and organizational readiness for the planned implementation of the project. These surveys may be administered remotely, depending on project conditions and timing.

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

	Tyler								Client												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Change Management Lead	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Lead	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Change Management Team	
Prepare CM Capacity Surveys for Analysis			C	R						I	C	C		A							
Take Surveys			A							R	R	R	R	R	R	R	R	R	R	R	R
Prepare and Deliver Assessment			A	R						I		I		I							I

##### 10.1.3.2.2 Fundamentals Change Management Introduction

The Tyler Change Management Lead will meet and conduct presentations to the City CM Lead, the City Sponsor, and the City CM Team. The City CM Lead will also attend a change management fundamentals training session provided by the Tyler CM Lead. These presentations and the training will form the foundation and initial Change Management capacity building for the organization.

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

	Tyler								Client											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Change Management Lead	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Lead	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Change Management Team
Sponsor Meeting			A	R						I	R	A		I						
CM Lead Meeting			A	R								A		R						
CM Team Meeting			A	R								A		I						R

### 10.1.3.2.3 Change Management Plan Preparation

- The Tyler Change Management Lead will prepare and provide to the City CM Lead the Change Management Plan and tools templates.

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

	Tyler								Client											
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Change Management Lead	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Lead	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Change Management Team
Change Management Preparation			A	R								A		I						I

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

##### Assess & Define Stage Deliverables

- Organizational Change Readiness Assessment
  - Objective: Determine the organizations preparedness for change activities and determine the ability of the various stakeholders impacted by the change to adopt the change and move toward the future state.
  - Scope: Utilize in-person or remote surveys, interviews, and evaluation methodologies to gauge and score the readiness for change, risk of change, and sponsor positioning for the project.
  - Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.
- Fundamentals Change Management Introduction
  - Objective: Develop capacity for change within the organization by helping the organization gain an understanding of Change Management concepts and the various roles utilized to assist in successful Change Management
  - Scope: Provide three presentations and reference documents to different audiences; 1) Sponsor, CM Lead, and the Change Management Team, as an overview of their specific roles in Change Management.
  - Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.
- Change Management Plan Preparation
  - Objective: Deliver Change Management Plan with strategies, tactics, and best practices to address specific areas of Change Management based on the Organizational Change Readiness Assessment to the City CM Lead for execution throughout the remainder of the project.
  - Scope: Sponsor Strategy, CM Lead Strategy, Coach Strategy, Team Leads Strategy, Communication Strategy, Resistance Management Strategy, Lessons Learned Strategy, and Project Reinforcement Strategy. Sponsor Guide with a Sponsor Messaging Template. Procedural Change Management Guide with a Process Change Tracking Template. Resistance Management Guide with a Resistance Management Tracking Template. Recognition and Lessons Learned Guide with a Lessons Learned Review Template.
  - Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

#### 10.1.3.2.5 Assess & Define Stage Acceptance Criteria

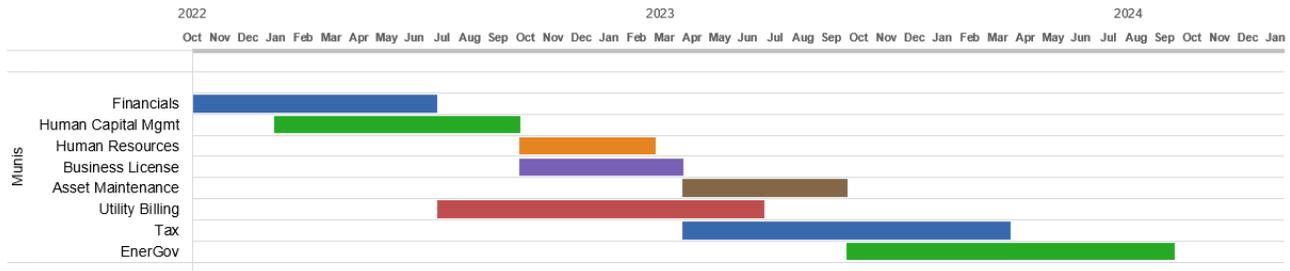
- Sponsor Role Presentation
- Change Management Lead Role Development Presentation
- Change Management Team Coaching Presentation
- Organizational Change Readiness Assessment
- Change Management Plan with Guides and Tools

# 11. Project Timeline

## 11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
1	<b>Core Financials</b>	Financials <ul style="list-style-type: none"> <li>Accounting General Ledger</li> <li>Accounts Payable</li> <li>Bid Management</li> <li>Budgeting</li> <li>Capital Assets</li> <li>Tyler Cashiering</li> <li>Cash Management</li> <li>Contract Management</li> <li>Project &amp; Grant Accounting</li> <li>Purchasing</li> <li>eProcurement</li> <li>Accounts Receivable</li> <li>General Billing</li> <li>Comprehensive Annual Financial Report Statement Builder*</li> </ul>	Oct 2021  or as defined in the Project Plan and mutually agreed upon	July 1, 2022  or as defined in the Project Plan and mutually agreed upon

		*to be implemented after the initial Financials phase implementation		
	<b>System Wide</b>	<ul style="list-style-type: none"> <li>• Munis Analytics &amp; Reporting (includes Munis Executive Insights)</li> <li>• Tyler ReadyForms Processing</li> <li>• Tyler Content Manager SE</li> </ul>		
	<b>HCM - Payroll</b>	<ul style="list-style-type: none"> <li>• Payroll w/ ESS</li> <li>• Human Resources &amp; Talent Management (as applicable for employee and payroll processing)</li> </ul> <p>*to be implemented after the initial HCM phase implementation</p>	Jan 2022 or as defined in the Project Plan and mutually agreed upon	Oct 1, 2022 or as defined in the Project Plan and mutually agreed upon
2a	<b>HCM – Human Resources</b>	<ul style="list-style-type: none"> <li>• Human Resources &amp; Talent Management</li> <li>• Recruiting</li> <li>• ExecuTime Time &amp; Attendance</li> <li>• ExecuTime Advanced Scheduling*</li> </ul>	Oct 2022 or as defined in the Project Plan and mutually agreed upon	Mar. 1, 2023 or as defined in the Project Plan and mutually agreed upon

3	<b>Business License</b>	<ul style="list-style-type: none"> <li>• Business License</li> <li>•</li> </ul>	<p>Oct 2022</p> <p>or as defined in the Project Plan and mutually agreed upon</p>	<p>April 1, 2023</p> <p>or as defined in the Project Plan and mutually agreed upon</p>
4	<b>Asset Maintenance</b>	<ul style="list-style-type: none"> <li>• Asset Maintenance</li> <li>• Tyler GIS</li> </ul>	<p>Apr 2023</p> <p>or as defined in the Project Plan and mutually agreed upon</p>	<p>Oct. 1, 2023</p> <p>or as defined in the Project Plan and mutually agreed upon</p>
5	<b>Utility Billing</b>	<ul style="list-style-type: none"> <li>• Utility Billing CIS</li> <li>• UB Interface</li> <li>• Central Property File</li> <li>• Citizen Self Service</li> <li>• Postal Xpress (Lorton)</li> </ul>	<p>July 2022</p> <p>or as defined in the Project Plan</p> <p>and mutually agreed upon</p>	<p>July 1, 2023</p> <p>or as defined in the Project Plan</p> <p>and mutually agreed upon</p>

6	Tax	<ul style="list-style-type: none"> <li>• CAMA Bridge</li> <li>• Tax Billing</li> </ul>	Apr. 2023  or as defined in the Project Plan and mutually agreed upon	April 1, 2024  or as defined in the Project Plan and mutually agreed upon
7	EnerGov	<ul style="list-style-type: none"> <li>• EnerGov Advanced Automation Bundle w Executive Insights</li> <li>• EnerGov Citizen Self Service</li> <li>• EnerGov Community Development Suite</li> <li>• EnerGov Core Foundation Bundle</li> </ul>	Oct. 2023  or as defined in the Project Plan and mutually agreed upon	Oct. 1, 2024  or as defined in the Project Plan and mutually agreed upon

CITY OF MILFORD  
NOTICE OF PUBLIC HEARINGS

Planning Commission Hearing: Tuesday, August 17, 2021 @ 7:00 PM  
City Council Hearing: Monday, August 23, 2021 @ 7:00 P.M.

NOTICE IS HEREBY GIVEN that the Planning Commission and City Council will hold Public Hearings in the Joseph Ronnie Rogers Council Chambers at Milford City Hall, 201 South Walnut Street, Milford, Delaware, to allow interested parties to participate in the discussion and consideration of the following zoning matter:

ORDINANCE 2021-16

CCM-Koelig, LLC, on behalf of Wickersham, for the Revised Preliminary Major Subdivision of 39.015 +/- acres resulting in a 203-unit Townhouse Subdivision in an R3 Zoning District. The property is located along the north side of Johnson Road adjacent to State Route 1. Present Use: Vacant; Proposed Use: Townhouse Subdivision to be known as Wickersham Residential Development. Tax Map: 3-30-16.00-005.00, 3-30-16.00-269.00 through 475.00

WHEREAS, the owner of the property, described herein, have petitioned the City of Milford for a revision to the previously approval Major Subdivision plan; and

WHEREAS, City Council granted Preliminary Major Subdivision approval in 2008 and Final Major Subdivision approval in 2013 for a 205-unit Townhouse Subdivision; and

WHEREAS, the applicant is seeking a revision to the previously recorded Major Subdivision plan that eliminates the rear alleys and slightly reconfigures the proposed streets resulting in a reduction of two units and a 203-unit Townhouse Subdivision; and

WHEREAS, the City of Milford Planning Commission considered the revised plan at a Public Hearing on August 17, 2021; and

WHEREAS, Milford City Council held a second hearing on August 23, 2021 at which time approval was granted.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

Section 1. Upon adoption of this ordinance, CCM-Koelig, LLC, on behalf of Wickersham, is granting a Revised Preliminary Major Subdivision of 39.015 acres, resulting in a 203-unit Townhouse Subdivision.

Section 2. Dates.

City Council Introduction: August 9, 2021

Planning Commission Review & Public Hearing: August 17, 2021

City Council Public Hearing: August 23, 2021

Effective Date: September 2, 2021

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302.424.8396.

Advertised: *Milford Beacon* 07/28/21

**CITY OF MILFORD**  
**NOTICE OF PUBLIC HEARING**

Planning Commission Hearing: Tuesday, August 17, 2021 @ 7:00 PM  
City Council Hearing: Monday, August 23, 2021 @ 7:00 PM

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by Milford Planning Commission and City Council, with action scheduled to occur on the date(s) and time(s) so indicated:

**ORDINANCE 2021-17**

Wash It, LLC

1.105 +/- acres of land located along the south side of Milford-Harrington  
Highway approximately 230 feet west of the Route 113 intersection

Address: 25 Milford-Harrington Highway

Application Type: Conditional Use

Comprehensive Plan Designation: Commercial

Zoning District: C-3 (Highway Commercial District)

Present Use: Self Storage

Proposed Use: Laundromat & Self Storage

Tax Parcel: MD-16-183.09-01-48.00

WHEREAS, Chapter 230-14(C)(17) states “business, commercial or industrial uses that do not adversely affect neighboring properties” require a conditional use subject to special requirements set forth by City Council; and

WHEREAS, Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed use of a property shall be deemed a conditional use subject to special requirements”; and

WHEREAS, Applicant proposes to redevelop the existing commercial property by constructing an 8,400 square foot laundromat; and

WHEREAS, the City of Milford Planning Commission considered the application during their regular meeting on Tuesday, August 17, 2021, at which time interested parties publicly commented on the application; and

WHEREAS, Milford City Council held a Public Hearing on Monday, August 23, 2021 which allowed for additional public comment after which the Conditional Use was approved through the adoption of this ordinance; and

WHEREAS, the notice as required by Chapter 230, was published in the Milford Beacon on July 28, 2021, and provided to property owners within 200 feet of the subject parcel; and

WHEREAS, this ordinance becomes effective ten days following the date of its adoption by City Council.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

*Section 1.* Upon adoption of this ordinance, Wash It, LLC is hereby granted a Conditional Use to allow to redevelop the existing commercial property by constructing an 8,400 square foot laundromat on 1.105 +/- acres at 25 Milford-Harrington Highway currently zoned C-3, in accordance with the application, approved plans and any conditions set forth by City Council.

*Section 2.* Construction shall commence within one year of the date of issuance of the permit, otherwise the conditional use becomes void.

*Section 3. Dates.*

City Council Introduction: Monday, August 9, 2021

Planning Commission Review & Public Hearing: Tuesday, August 17, 2021

City Council Public Hearing: Monday, August 23, 2021

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302.424.8396.

Advertised: *Milford Beacon 072821*

**CITY OF MILFORD  
NOTICE OF PUBLIC HEARING**

Planning Commission Hearing: Tuesday, August 17, 2021@ 7:00 PM  
City Council Hearing: Monday, August 23, 2021 7:00 PM

NOTICE IS HEREBY GIVEN that the following Ordinance is currently under review by the City of Milford Planning Commission and City Council, with action scheduled to occur on the date(s) and time(s) so indicated:

**ORDINANCE 2021-18**

39 North Walnut, LLC

0.26 +/- acres of land located at the southeast intersection of

N. Walnut Street and NE Front Street

Address: 39 North Walnut Street

Application Type: Conditional Use

Comprehensive Plan Designation: Commercial

Zoning District: C-2 (Central Business District)

Present Use: Mixed Use – (6) Commercial Tenant Spaces and (1) Apartment

Proposed Use: Mixed Use – (7) Commercial Tenant Spaces and (5) Apartments

Tax Parcel: MD-16-183.10-04-44.00

WHEREAS, Chapter 230-13(C)(10) states “all dwellings other than single-family with a maximum density of twelve (12) units per acre in conjunction with nonresidential use” may be permitted subject to receiving a conditional use permit by the City Council; and

WHEREAS, Chapter 230-45 states “in any and all zoning districts, multiple permitted uses or mixed uses of a property shall be deemed a conditional use subject to special requirements”; and

WHEREAS, The applicant is proposing to modify the building to include seven commercial tenant spaces on the first floor and five residential apartments on the second floor; and

WHEREAS, the City of Milford Planning Commission considered the application during their regular meeting on Tuesday, August 17, 2021, at which time interested parties publicly commented on the application; and

WHEREAS, Milford City Council held a Public Hearing on Monday, August 23, 2021 which allowed for additional public comment after which the Conditional Use was approved through the adoption of this ordinance; and

WHEREAS, the notice as required by Chapter 230, was published in the Milford Beacon on July 28, 2021, and provided to property owners within 200 feet of the subject parcel; and

WHEREAS, this ordinance becomes effective ten days following the date of its adoption by City Council.

NOW, THEREFORE, the City of Milford hereby ordains as follows:

*Section 1.* Upon adoption of this ordinance, a conditional use permit is hereby granted to 39 North Walnut LLC to allow seven commercial tenant spaces and five residential apartments, and multiple permitted/mixed uses of the property.

*Section 2.* Construction shall commence within one year of the date of issuance of the permit, otherwise the conditional use becomes void.

*Section 3.* Dates.

City Council Introduction: Monday, August 9, 2021

Planning Commission Review & Public Hearing: Tuesday, August 17, 2021

City Council Public Hearing: Monday, August 23, 2021

For additional information, please contact Rob Pierce in the Planning & Economic Development Department either by e-mail at [RPierce@milford-de.gov](mailto:RPierce@milford-de.gov) or by calling 302.424.8396.

Advertised: *Milford Beacon 072821*



The governing body has recessed to Executive Session. The regular meeting will resume shortly.

# CITY COUNCIL MEETING



**Executive Session**  
**has concluded.**  
**Council has returned to**  
***Open Session***