

Tuesday
June 2, 2015
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING by the Mayor and Members of the Council of the City of Gautier, Mississippi was held June 2, 2015 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Gordon Gollott, Council Members, Mary Martin, Hurley Ray Guillotte, Rusty Anderson and Adam Colledge. Also present were Samantha Abell, City Manager; Cynthia Russell, City Clerk; Josh Danos, City Attorney; and other concerned citizens. Via Phone conference was Councilman Casey Vaughan. Absent was Councilman Johnny Jones.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 2, 2015 @ 6:30 P.M.**

- I. Call to Order
 - 1. Prayer
 - 2. Pledge of Allegiance
- II. Agenda Order Approval
- III. Announcements
- IV. Presentation Agenda
 - 1. Municipal Phase II Stormwater Overview Training for City Council Members.
 - 2. April 2015 Finance Report, Teresa Montgomery, Finance Director.
- V. [Public Agenda](#)
 - 1. Agenda Comments
- VI. Business Agenda
 - 1. Consideration is requested to accept a Public Management Maintenance Software Proposal from Tyler Technologies.
 - 2. Approval of Docket of Claims.

3. Approval of a contract amendment for the addition of labor and consumables for the new Water Treatment Plant.

VII. Consent Agenda (All Consent Agenda Items approved in one motion)

1. Resolution appointing Mississippi Municipal League 2015 Voting Delegates.
1. Approval of Water and Sewer Adjustments.
2. Approval of minutes from Recessed Council Meeting held May 19, 2015.

STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments
5. Discuss City Attorney Comments

Recess until June 16, 2015 @ 6:30 P.M.

www.gautier-ms.gov

Councilwoman Martin made the motion to approve the agenda order. **Councilman Colledge** seconded the motion and the vote carried unanimously. Councilman Jones was absent.

PRESENTATION AGENDA:

1. Municipal Phase II Stormwater Overview Training for City Council Members.
 2. April 2015 Finance Report, Teresa Montgomery, Finance Director
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Municipal Phase II Stormwater Overview

City of Gautier

- Children of a culture born of a water rich environment, we have never really learned how important water is to us. We understand it but we do not respect it.

» William Ashworth



➤ Filthy water cannot be washed

- West African Proverb

Why Manage Stormwater?



Regulatory History

- 1988 EPA Report to Congress
 - “Stormwater is the leading cause of water quality impairment in the U.S.

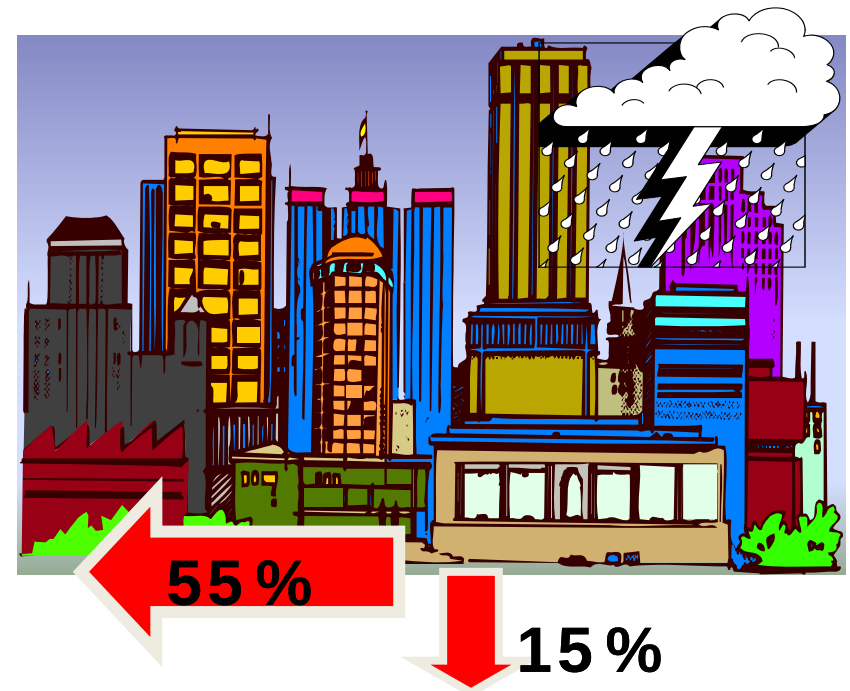
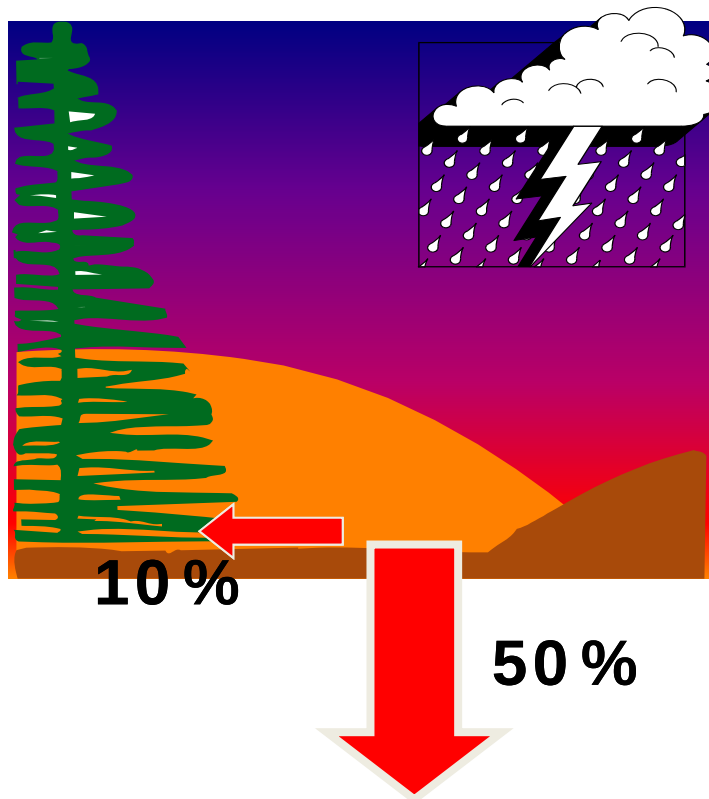




Congressional Response

- 1987 amendment to the Clean Water Act
 - Phase I promulgated on November 16, 1990
 - Phase II promulgated on December 8, 1999
 - First Permitting Cycle – March 10, 2003
 - Second Permitting Cycle – 2009 – 2013
 - Third Permitting Cycle – Pending Final State Permit
 - Will require a revised local plan and submittal of a Notice of Intent for Permit Reissuance.

As Development Intensity Increases, so does the Potential for Water Quality Concerns

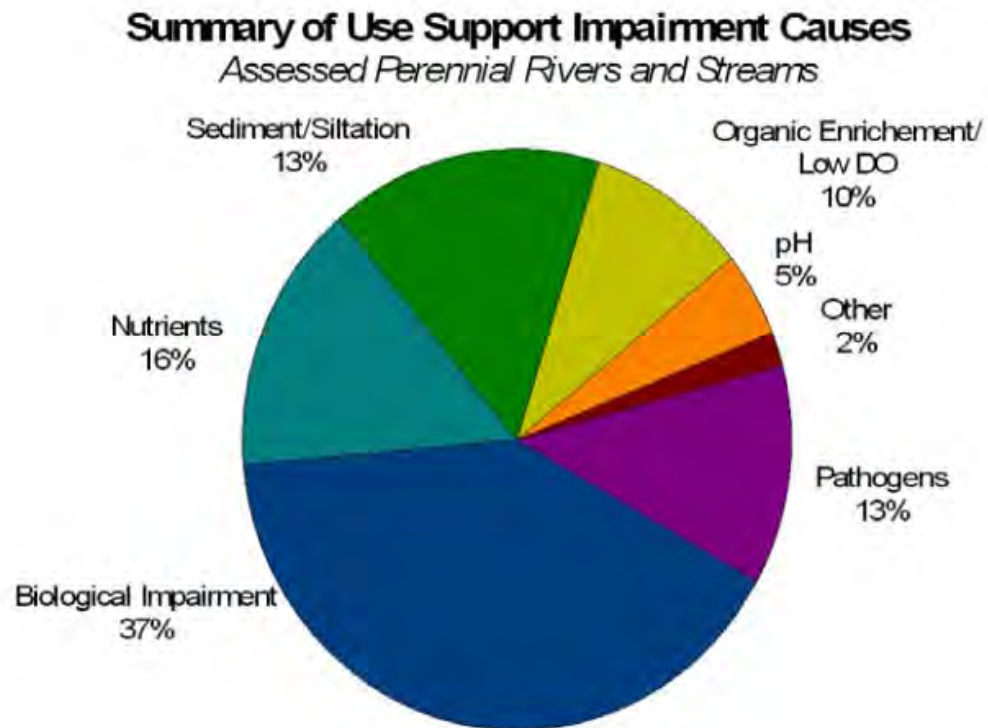




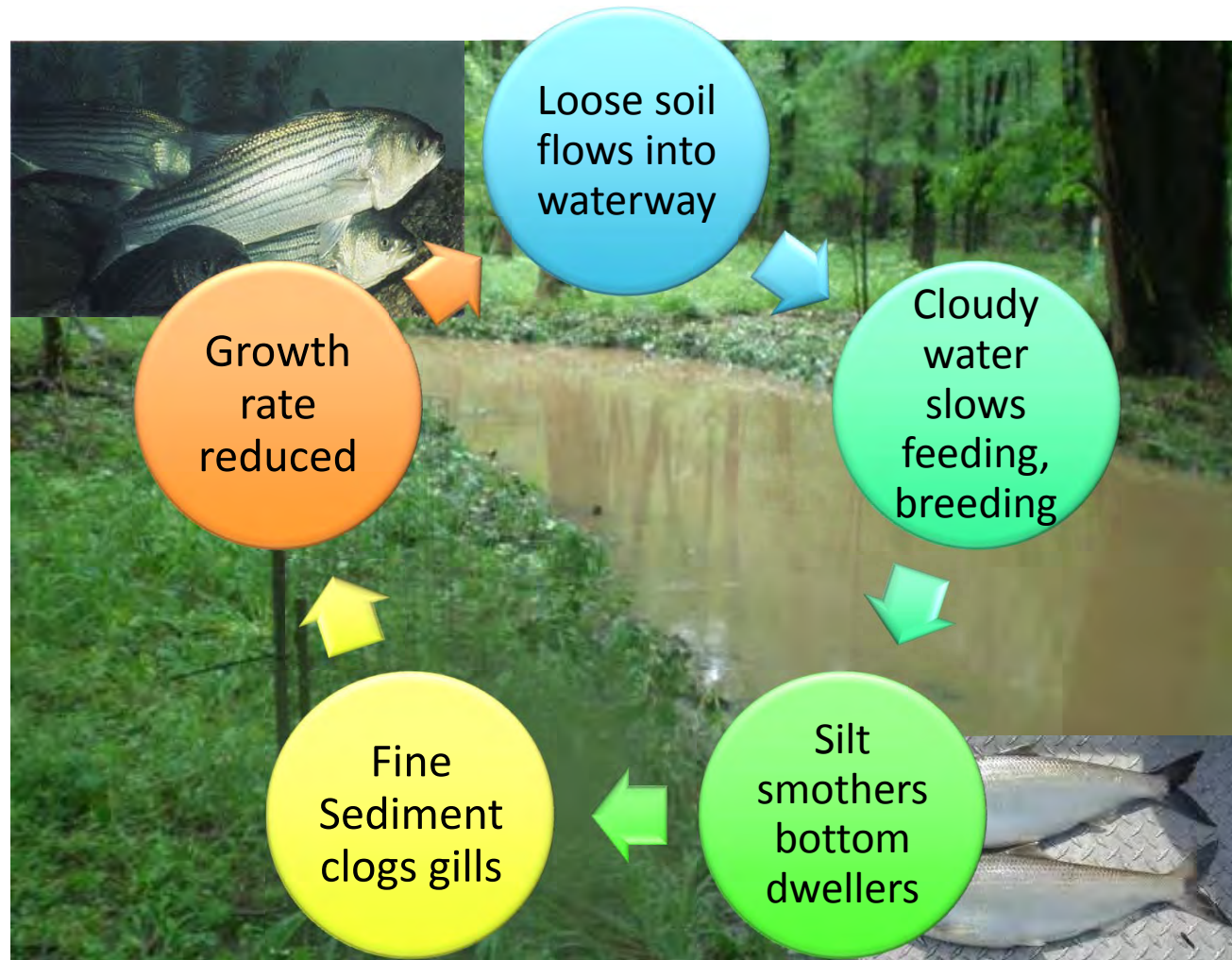
Mississippi Regulated Entities

- Bay St. Louis
- Biloxi
- Brandon
- Clinton
- D'Iberville
- De Soto County
- Flowood
- Forrest County
- **Gautier**
- Gulfport
- Hancock County
- Harrison County
- Hattiesburg
- Hinds County
- Horn Lake
- Jackson County
- Jackson, the city
- Lamar County
- Long Beach
- City of Madison
- Madison County
- Moss Point
- Ocean Springs
- Olive Branch
- Pascagoula
- Pass Christian
- Pearl
- Petal
- Rankin County
- Richland
- Ridgeland
- Southaven
- Waveland
- Keesler Air Force Base
- SeaBee Base, Gulfport
- University of Southern Mississippi
- Mississippi Department of Transportation
- Hernando
- Byram

Water Quality Problems in MS Rivers and Streams



Erosion and Sediment's Effects on Aquatic Life





Local Programming Requirements

- Development of a local Stormwater Management Plan
 - Implemented through five-year permit cycles
- Development of a Municipal Storm Water Pollution Prevention Plan
- Annual Reporting to MDEQ



Program Minimum Measures

- Public Education and Outreach
- Public Involvement
- Illicit Discharge Detection and Elimination
- Construction Stormwater Controls
- Post-Construction Stormwater Controls
- Municipal Pollution Prevention and Good Housekeeping

Construction Program Requirements





Construction Program Requirements

- Land Disturbance Activities (Construction)
 - >1 Acre and <5 Acres – Local Permitting
 - >5 Acres – Permitted directly through MDEQ
- Both scenarios require development and submittal of a construction stormwater pollution prevention plan (SWPPP) and notice of intent



Construction Program Requirements - Developer

- Copy of SWPPP on-site
- Installation and maintenance of Best Management Practices (BMPs)
- Retain sediments on-site
- Control waste on-site
- Provide sanitary facilities
- Routine inspections and maintenance of an inspection log
- Final stabilization of all disturbed soils



Construction Program Requirements - Developer

- Construction permitting requires submittal of a site-specific Stormwater Pollution Prevention Plan
 - The SWPPP details in narrative and graphic form Best Management Practices (BMPs) to be incorporated into the construction process to control erosion and off-site sediment transfer.
 - Contractors are required to implement the SWPPP and conduct regular (weekly) inspections of installed BMPs.
 - Contractors are also required to maintain inspection logs on-site.



Construction Program Requirements – City of Gautier

- Inspections
- Enforcement
- Record-Keeping
- Management of Municipal Projects
- Reporting to MDEQ
- Enforcement of Federal and State Regulations
- Enforcement of local ordinances



DEQs Regulatory Perspective

- MDEQ has indicated that they intend to increase the frequency of inspections on construction sites
 - Inspected sites without a SWPPP and complete inspection logs on-site are subject to an automatic fine that could be compounded if other issues or concerns are noted.

Pollution Prevention / Good Housekeeping

- Municipal projects are subject to the same permitting, documenting & reporting requirements as private projects.
 - 1-5 Acres – Local control
 - >5 Acres – Permit obtained through MDEQ through submission of an NOI and SWPPP
 - **Be careful with linear projects**
 - Length of the project x width of disturbed right-of-way = total disturbed area



Questions/Comments

Allen Engineering and Science, Inc.

Jay C. Estes, AICP

Senior Principal Planner

Chief Operating Officer

601-583-2182

jestes@allenes.com

April 2015 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,678,740.00
MS Development Loan Katrina	Depository Account	007-000-001	\$860.45
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	\$15,017.53
Allen Road Widening	Depository Account	020-000-001	\$9,696.00
MOHS PD Traffic Grant	Depository Account	023-000-001	(\$1,669.33)
MOHS DUI Grant FY 2014	Depository Account	025-000-001	\$19.77
MOHS DUI Grant FY 2015	Depository Account	026-000-001	(\$24,923.77)
MDOT Safe Routes to School	Depository Account	029-000-001	\$6,367.11
MDAH School House Grant	Depository Account	030-000-001	(\$16,063.75)
US DOJ Ballistic Vest Grant	Depository Account	103-000-001	(\$1,008.00)
Martin Bluff Road Improvements	Depository Account	128-000-001	\$238,358.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$169,235.40
Fire Protection Fund	Depository Account	160-000-001	\$157,835.88
DMR-BP Oil Spill Grant	Depository Account	165-000-001	(\$349.94)
MDOT-Youth Corp Program	Depository Account	166-000-001	
FF Grant:EMW-2013-FO-05516	Depository Account	167-000-001	(\$2,326.00)
Tidelands Grant	Depository Account	171-000-001	
Library Support Fund	Depository Account	172-000-001	\$3,983.14
MSWFP Recreation Trails Grant	Depository Account	175-000-001	(\$6,950.28)
Shepard State Park Fund	Depository Account	176-000-001	\$46,978.36
Solid Waste Fund	Depository Account	404-000-001	\$204,032.00
Solid Waste Grant	Depository Account	405-000-001	(\$5,765.00)
EPA: Brownfields Assessment	Depository Account	409-000-001	

General Ledger Cash Balance	\$3,470,068.21
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General Depository Reconciled Cash Balance	\$3,469,506.37
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ENTERPRISE FUND

Fund Name		Account #	Balance
Water & Sewer Utility	Enterprise Account-M&M	400-000-001	\$223,846.35
	Enterprise Account-Hancock	400-000-002	\$1,048,183.98
MDB Loan: Water Ion-X Project	Enterprise Account-Hancock	421-000-002	\$848,963.22
Hurricane Katrina (PW Bldg)	Enterprise Account-Hancock	449-000-002	(\$93,131.28)

General Ledger Cash Balance	\$2,027,862.27
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Enterprise Reconciled Cash Balance	\$2,024,746.52
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APRIL 2015
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2015	APR 2015	Balance	58.33% % to date
General Fund Revenues		9,023,671.00	6,264,576.43	2,759,094.57	69.4%
Expenditures:					
001	Legislative	107,389.00	77,958.43	29,430.57	72.5%
010	City Court	319,473.00	214,841.45	104,631.55	67.2%
021	City Manager	172,781.00	98,129.49	74,651.51	56.7%
022	Human Resources	135,331.00	79,975.99	55,355.01	59.0%
030	Elections	0.00	0.00	0.00	
040	City Clerk	273,499.00	155,994.74	117,504.26	57.0%
045	Finance	177,958.00	111,064.25	66,893.75	62.4%
060	City Attorney	95,000.00	55,416.69	39,583.31	58.3%
090	Economic Dev - Planning	635,283.00	350,990.65	284,292.35	55.2%
092	Building & General Expenses	528,350.00	394,572.90	133,777.10	74.6%
100	Police	3,192,645.00	1,839,920.27	1,352,724.73	57.6%
161	Fire	2,259,280.00	1,154,519.11	1,104,760.89	51.1%
170	Recreation	91,100.00	38,269.72	52,830.28	42.0%
201	PW: Streets	177,000.00	105,042.79	71,957.21	59.3%
205	PW: Maintenance	214,579.00	122,476.16	92,102.84	57.0%
451	Public Safety	206,046.00	0.00	206,046.00	
900	Interfund Transfers	771,372.00	357,857.50	413,514.50	46.3%
General Fund Expenditures		9,357,086.00	5,157,030.14	4,200,055.86	55.1%
Total Operating Expenditures		8,169,388.00	4,661,145.20	3,508,242.80	
Total Capital Outlay Expenditures		58,704.00	59,834.73	-1,056.95	
Total Debt Service		151,576.00	78,192.71	73,309.51	
Total Transfers Out		771,372.00	357,857.50	413,514.50	
Total Unappropriated		206,046.00	0.00	206,046.00	
Check Total		9,357,086.00	5,157,030.14	4,200,055.86	
Personnel		6,353,944.00	3,621,973.00	2,731,971.00	
Supplies		464,134.00	196,485.12	267,648.88	
Other Services		1,351,310.00	842,687.08	508,622.92	
Capital Outlay		58,704.00	59,834.73	-1,056.95	
Debt Service		151,576.00	78,192.71	73,309.51	
Interfund Transfers for DS		771,372.00	357,857.50	413,514.50	
Unappropriated		206,046.00	0.00	206,046.00	
Check Total		9,357,086.00	5,157,030.14	4,200,055.86	

APRIL 2015

General Depository Special Funds	BUDGET FY 2015	As of April 2015	Balance	58.3% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	278,128.00	256,047.50	22,080.50	92.0%
Expenditures	279,228.00	256,597.50	22,630.50	91.8%
012 CDBG Downtown Revitalization				
Revenues	10,000.00	10,000.00	0.00	100.0%
013 TE-Downtown Revitalization				
Revenues	420,000.00		420,000.00	
Expenditures	465,000.00	2,500.00	462,500.00	0.5%
020 Allen Road Widening				
Revenues	1,056,980.00		1,056,980.00	
Expenditures	1,018,349.00	12,673.00	1,005,676.00	1.20%
023 MOHS PD Traffic Grant				
Revenues		3,782.98	(3,782.98)	
Expenditures		5,452.31	(5,452.31)	
025 MOHS DUI Grant FY2014				
Revenues	23,260.24	21,048.56	2,211.68	90.4%
Expenditures	2,553.00	568.98	1,984.02	22.2%
026 MOHS DUI Grant GY2015				
Revenues			0.00	
Expenditures		24,923.77	(24,923.77)	
029 MDOT Safe Routes to School				
Revenues	242,500.00		242,500.00	
Expenditures	257,500.00	8,632.89	248,867.11	3.3%
030 MDAH 2014 Community Heritage				
Revenues	100,000.00		100,000.00	
Expenditures	91,791.25	9,855.00	81,936.25	10.7%
031 MDAH:Certified Local Govt Grant				
Revenues	4,000.00		4,000.00	
Expenditures	4,000.00		4,000.00	
103 US DOJ Ballistic Vest Grant				
Revenues	3,771.46		3,771.46	
Expenditures	4,779.46		4,779.46	
128 Martin Bluff Road Project				
Expenditures	20,000.00		20,000.00	

APRIL 2015

General Depository Special Funds	BUDGET FY 2015	As of April 2015	Balance	58.3% % to date
130 \$7M GO Bond - Capital Improvements				
Revenues	490,119.00	103,329.28	386,789.72	21.0%
Expenditures	2,246,726.53	125,259.68	2,121,466.85	5.5%
157 US Justice Equitable Sharing				
Revenues	0.00	16,633.76	(16,633.76)	
Expenditures	1,381.73	23,422.99	(22,041.26)	
160 Fire Protection Fund				
Revenues	100,100.00		100,100.00	
Expenditures	41,739.00	3,285.47	38,453.53	7.8%
166 MDOT Youth Corp Program				
Revenues	35,000.00		35,000.00	
Expenditures	35,000.00		35,000.00	
167 FF Grant: EMW-2013-FO-05516				
Revenues	52,500.00	25,280.00	27,220.00	48.1%
Expenditures	52,500.00	27,606.00	24,894.00	52.5%
171 Combined Tidelands Grant				
Revenues	964,878.51	13,456.00	951,422.51	1.3%
Expenditures	964,878.51	13,456.00	951,422.51	1.3%
172 Library Support Fund				
Revenues	111,409.00	90,811.76	20,597.24	81.5%
Expenditures	111,409.00	86,828.62	24,580.38	77.9%
175 MSWFP Recreation Trails Grant				
Revenues	99,840.00		99,840.00	
Expenditures	94,787.60	5,878.68	88,908.92	6.2%
176 Shepard State Park				
Revenues	142,500.00	76,473.60	66,026.40	53.6%
Expenditures	150,498.00	60,605.74	89,892.26	40.2%
404 Solid Waste Fund				
Revenues	1,240,000.00	751,122.39	488,877.61	60.5%
Expenditures	1,210,820.00	571,838.89	638,981.11	47.2%
405 Solid Waste Grant				
Revenues	14,920.00	1,250.00	13,670.00	8.3%
Expenditures	14,405.00	625.00	13,780.00	4.3%
409 EPA: Brownfields Assessment				
Revenues	400,000.00	8,481.02	391,518.98	2.1%
Expenditures	398,546.32	7,331.34	391,214.98	1.8%

APRIL 2015
YEAR TO DATE TOTALS

Enterprise Fund (400)

	BUDGET FY 2015	APR 2015	Balance	58.33%
Utility Fund Revenues	6,691,950.00	3,568,363.18	3,123,586.82	53.3%
Administration	2,274,472.00	1,350,552.72	923,919.28	59.3%
Water & Sewer O & M	2,594,930.00	1,211,931.29	1,382,998.71	46.7%
Debt Service	2,336,359.00	1,377,793.19	958,565.81	58.9%
Transfers	439,339.13	289,339.13	150,000.00	65.8%
Utility Fund Expenditures	7,645,100.13	4,229,616.33	3,415,483.80	55.3%

Total Operating Expenditures	4,709,402.00	2,473,313.01	2,236,088.99	
Total Capital Outlay Expenditures	160,000.00	89,171.00	70,829.00	
Total Debt Service	2,336,359.00	1,377,793.19	958,565.81	
Total Interfund Transfers	439,339.13	289,339.13	150,000.00	
Check Total	7,645,100.13	4,229,616.33	3,415,483.80	

Personnel	8,930.00	8,928.39	1.61	
Supplies	226,500.00	95,392.25	131,107.75	
Other Services	4,473,972.00	2,368,992.37	2,104,979.63	
Capital Outlay	160,000.00	89,171.00	70,829.00	
Debt Service	2,336,359.00	1,377,793.19	958,565.81	
Interfund Transfers	439,339.13	289,339.13	150,000.00	
Check Total	7,645,100.13	4,229,616.33	3,415,483.80	

Enterprise Special Funds

421 MSB - Water Ionization Project	BUDGET FY 2015	APR 2015	Balance	58.33%
Construction - Water	2,860,576.54	2,011,613.32	848,963.22	70.3%

449 Hurricane Katrina: Public Works	BUDGET FY 2015	APR 2015	Balance	58.33%
Revenue	118,788.14	53,920.13	64,868.01	45.30
Building Improvements	124,840.00	153,103.27	(28,263.27)	122.60%

Benny Musso from Tyler Technologies did a short presentation on the software and services that will be provided to the City of Gautier.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 100-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Public Management Maintenance Software Proposal from Tyler Technologies in the amount of \$263,016.00 is here authorized. These funds are available through the MDA Loan, which includes funds that were originally intended for commercial meter change outs.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell, City Clerk
Date: May 12, 2015
Subject: Consideration to accept a Public Management Maintenance Software Proposal from Tyler Technologies

REQUEST:

City Council authorization is requested to accept a Public Management Maintenance Software Proposal from Tyler Technologies in the amount of \$263,016.00.

BACKGROUND:

The City Clerk's office monitors and provides support services for the billing system which is operated by Clearwater Solutions. At this time, the City has a customer base of approximately ten thousand. The purpose of the proposal is to provide a user-friendly templet structured software program for the preparation, tracking and managing of customer accounts daily. This proposal also offers a software module for our Building permits and Privilege License.

This proposal will offer project management, applicable data conversion and on-site training. The Incode solution consists of more than fifty integrated models. These software applications are specifically designed to enable the City to be more efficient, more accessible, and more responsive to the needs of our citizens. The modular design of this software allows the City the benefit of growing into Tyler's Incode applications by adding modules as the City sees the need.

The funds will be billed over the next 5 years with a breakdown as follows:

Year 1: \$124,308.00
Year 2: \$34,677.00
Year 3: \$34,677.00
Year 4: \$34,677.00
Year 5: \$34,677.00

Our server will always be up to date, there will be no separate software maintenance, no data disaster recovery to pay and the software will always be the latest version. At the end of the 5 year agreement, the City will be able to negotiate for addition years of cloud service with Tyler.

RECOMMENDATION:

Based on the contract provided, it is recommended that the Council approve the proposal from Tyler Technologies in the amount of \$263,016.00.

The City Council may:

1. Approve the proposal from Tyler Technologies
2. Disapprove the proposal from Tyler Technologies

ATTACHMENT(S):

Proposal from Tyler Technologies



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 City of Gautier, MS
- **"Data"** means the data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Named Users for the Agreement are indicated in the Investment Summary, if applicable.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and



includes the right to access and use the Tyler Software, support services for the Tyler Software 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.
- **“Support Call Process”** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software and related interfaces identified in the Investment Summary.
- **“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 Named Users only. Access to the Tyler Software will be provided under 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.
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 Named Users and amount of Data Storage Capacity. You may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1).
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. You must retain all proprietary notices, logos, copyright notices, and similar markings on all such copies.
 - 3.3 You retain all ownership and intellectual property rights to the Data.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.



5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the SLA and our then current Support Call Process.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains the scope of services and related costs 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 outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.
4. Cancellation. 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.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the services, subject to any reasonable security protocols or other written policies provided to us.
7. Client Assistance. You acknowledge that the project outlined in this Agreement is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MYGOVPAY/VIRTUAL PAY

The MyGovPay/Virtual Pay functionality, to the extent you have purchased it, is provided to you according to the terms and conditions set forth in this Agreement, and the provisions of Exhibit E.

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 product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including SaaS Services, if you fail to pay an invoice not disputed as described above.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the Effective Date, unless earlier terminated as set forth herein. After the initial term, this Agreement will renew automatically for additional one (1) year 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 term. We reserve the right to increase SaaS Fees if our costs to provide the SaaS Services increase. We will provide you at least ninety (90) days' notice of any increase in SaaS Fees. 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.
 - 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. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section H(3), Dispute Resolution, prior to termination.

- 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. To the extent allowed by Mississippi law, 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 plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INTELLECTUAL PROPERTY INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (b) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (c) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (d) 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.

- 1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund the unused SaaS Fees. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. **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.
3. **LIMITATION OF LIABILITY.** 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. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE THEN CURRENT ANNUAL SAAS FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION G(1).
4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and

discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

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 U.S. taxes to the proper U.S. authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi.
20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
21. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Web Services – Hosted Application 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.
Local Government Division

City of Gautier

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, TX 79414
Attention: Brett Cate

Address for Notices:

City of Gautier
3330 Highway 90
Gautier, MS 39553
Attention: Cindy Russell



Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your Software as a Service Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Your Data Storage Capacity, if applicable, is as set forth in this Exhibit A. Additional storage may be purchased at the rates set forth on that same page.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Investment Summary												
Cindy Russell City of Gautier												
Prepared for: Contact Person: Address: Phone: Fax: Email: City of Gautier Cindy Russell 3330 Highway 90 Gautier, MS 39553 (228) 497-8000 (228) 497-8000 csteen@gautier-ms.gov							Contract ID # : 2015-0090		Issue Date: 04/22/15		Sales Rep: B. Musso	
Tax Exempt: Yes / No												
Product, Service & Equipment	Upon Execution	Upon Delivery	As Agreed Upon	As Progress Occurs	Totals	Annual Fees						
Total Subscription Fees	34,677				34,677	34,677						
Total Hosted (Online) Applications		800			800							
Total Professional Services												
Cash Collections Hardware & Services				4,800	4,800							
Implementation				35,000	35,000							
Project Management & Final Implementation				13,000	13,000							
Data Conversion				14,875	14,875							
Totals	34,677	800	-	67,675	103,152	34,677						
<i>Please Note: Travel expenses will be billed as incurred.</i>												
<i>Please Note: Incode Notification fees are not included in the totals above. See Incode Notification page for detail and billing schedule.</i>												

Subscription Summary

Cindy Russell
City of Gautier
April 22, 2015



Investment Summary

Professional Services & Hardware	Cost
Implementation Services	35,000
Professional Services	13,000
Data & Conversion Assistance Fees	14,875
Cash Collections Hardware & Services	4,800
Tyler On-Demand Setup Fee	800
Services	68,475

*** Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

Subscription - Hosted		Annual Fees
Length of Agreement	5 Years - 60 Months	
Annual Subscription Fee		24,738
Annual User Fee	9	6,480
Tyler On-Demand		2,520
Cash Collection Hardware Maintenance		939
Summary		34,677

***Note: Additional users may be added at any time at the per user rate of \$720 per year.*



Software Licenses

Cindy Russell
City of Gautier
April 22, 2015



Application Software	Hours	Estimated Services	Estimated Services
Incode Customer Relationship Management Suite			14,000
Utility CIS System	88	11,000	
Third Party Printing Interface	Included	Included	
Utility Handheld Meter-Reader Interface	Included	Included	
Incode Address Verification with Presort			
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant)	24	3,000	
Energov Product Suite Up to 10 Users			20,000
Permitting & Land Management			
Permitting & Inspections	80	10,000	
License & Regulatory Management			
License Management	40	5,000	
Customer Relationship Management			
Code Enforcement	32	4,000	
System Extensions			
Customer Portal			
Permitting & Inspections	8	1,000	
Incode Content/Document Management Suite			1,000
Incode Printing and Reporting Solutions			
Standard Forms Package	Included	Included	
Output Director			
Output Director (Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)	8	1,000	
Professional Services			13,000
Professional Services			
Final Implementation	80	10,000	
Project Management		3,000	
Incode Application Subtotal	280	35,000	35,000
Professional Services	80	13,000	13,000
Application and System Software Total	360	48,000	48,000



Professional Services

Cindy Russell
City of Gautier
April 22, 2015



Conversion Services	Programming Fee	Hours	Estimated Services	Conversion Fee
Utility Billing				14,875
Utility - CIS	10,000	28	3,500	
- Contacts/Properties/Accounts				
- Service meter info - meter inventory				
- Transaction/Consumption/Read History (2 Years)				
- Metered services (1 metered service)				
- Non-Metered service (up to 2 services)				
Bank code, drafts, deposits		2	250	
Contracts/billed deposits, devices		4	500	
Notes		1	125	
Devices		4	500	
Conversion Services Total	10,000	39	4,875	14,875

Note:

Utility Billing conversion data consists of current year plus 2 years history.



Cash Collection Hardware

Cindy Russell
City of Gautier
April 22, 2015



Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
Cash Collection				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	3	3,150	609	Tyler - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW (INCODE)	3	600	120	Tyler - 12 mos warranty
***ALL MEDIA PLUS CASH DRAWERS ARE: 5" high, 16" deep, 17" wide				
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	3	1,050	210	Tyler - 12 mos warranty
Hardware & System Software Subtotal		4,800	939	
Hardware and System Software Total		4,800	939	

Hosted Applications

Cindy Russell
City of Gautier
April 22, 2015



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
INCODE Utility Billing On-Line Component				
Utility Billing Online (4 cents per bill, per month)	7,000	0.03 /month	2,520	2,520
- Data extraction and storage				
- Display of:				
• Current status (late, cut off etc)				
• Action needed to avoid penalty				
• Current Balance				
• Deposits on file (optional)				
• Last payment date				
• Last payment amount				
• Payment arrangements on file				
• Last bill amount				
• Last bill date				
• Bill due date				
• Contracts on file and status				
• Transaction history				
- Address information including				
• Legal description*				
• Precinct*				
• School district*				
• Services at address				
* - Subject to data availability				
- Consumption history by service,				
including graphs				
- Request for service (optional)				
- Information change request (optional)				
- Security - SSL (Secure Socket Layer)				
- Online Payments				
• Payment packet is created to be				
imported to Utility System				
NOTE: Customer pays \$1.25 fee per transaction for payment on-line.				
Hosted Applications Total			3,320	2,520



INCODE Notification

Cindy Russell
City of Gautier
April 22, 2015



INCODE Notification for Utility Billing

INCODE Notification for Utility Billing (\$0.10 per call)

Active Accounts 7,000

- Customer Notification by Phone
 - Call Late Notices
 - Call Late Notices
 - General Notifications
- Call Lists automatically generated
- Account updated after call
- Custom message for each call type
- Call Message can be English or Spanish
- Generate reports based on call results

*Note: The Utility will be billed at the rate specified above for all calls made.
The Utility will be billed quarterly by Tyler Technologies for calls conducted.*

INCODE Notification Total



Tyler On Demand - Tyler U

Cindy Russell
City of Gautier
April 22, 2015

**Service****Tyler On Demand - Tyler U**

Tyler U Subscription 1,500

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org

Tyler Online Training Center Total

1,500





Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your Software as a Service Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the Effective Date. Your annual SaaS Fees for the initial term are as set forth in the Investment Summary.
2. **Other Professional Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed as delivered.
 - 2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.
3. **Third Party Products.**
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.
4. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:



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



Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

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

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

4. Meals and Incidental Expenses

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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



SERVICE LEVEL AGREEMENT

I. Agreement Overview

This Service Level Agreement ("SLA") operates in conjunction with, and does not supersede or replace any part of, the April 22, 2015 Software as a Service ("SaaS") agreement between Tyler Technologies, Inc. ("Tyler") and the City of Gautier, MS (the "SaaS Agreement"). The SLA is effective as of _____.

This SLA outlines the information technology service levels that Tyler will provide to the City of Gautier, MS ("Client") to ensure the availability of the application services that the Client has requested Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client's applications, content or equipment, or the acts or omissions of any of Client's service users or Client's third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler's applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle's end.

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

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations.

Upon timely receipt of a Client's Downtime report, outlined above in Section 3.1, Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

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

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.



Incode Customer Support

1 About Incode Customer Support

Support Availability

Product	Days of the Week	Hours of Operation
Incode Customer Support	Monday - Friday	7 a.m. to 7 p.m. (Central)
Tyler Public Safety Support	Monday - Friday	7 a.m. to 7 p.m. (Central)

Incode Customer Support consists of four functional areas:

- Financial Modules – General Ledger, Accounts Payable, Payroll, Fixed Assets, Budgeting, Check Reconciliation, etc.
- CIS/CRM Modules – CIS includes Utility Billing, Cash Collections, Handhelds, and Service Orders; CRM includes Accounts Receivable, Business License, Building Projects, Call Center, Cemetery Records, and Sales Tax.
- Court Case Management
- Tyler Public Safety (TPS)

Each functional area consists of four levels of personnel: (1) Front line Customer Support Representatives are assisted by (2) Advisors – senior representatives – and both are managed by (3) Team Leaders. These Team Leaders report to the (4) Support Group Managers.

2 Contacting Incode Customer Support

Incode Customer Support can be contacted by

1. Email – Great for low priority and project-type issues
2. Chat – Useful for quick help and allows you to do other tasks while we resolve your issue
3. Internet – Best for low priority and project-type issues
4. Telephone – Great for complex questions

2.1 Email Support at Incode.Support@tylertech.com

1. From any Incode window, click **Help** on the menu bar and select *Support > Email* to open an email message with this address. The email message must contain the following information:
 - Area of support (use the list above as a reference for functional areas)
 - Question
 - Priority
 - Priority 1 – Critical (system is currently down)
 - Priority 2 – High (need immediate assistance)
 - Priority 3 – Medium (respond within one day)
 - Priority 4 – Non-critical

- Your contact information
 - Screen prints or attachments (as necessary)
2. Your email will be received and logged by Incode Support, and an incident number will be assigned. You will receive an email reply from Incode Support with the incident number.

2.2 Chat with a Support representative online at www.tylertech.com.

Log in to tylertech.com and click **Client Support > Incode > Live Support** to chat with a Support team member via instant message. Just click on the area of support needed and follow the prompts.

2.3 Create a Support incident online at www.tylertech.com.

Log in to tylertech.com and click **Online Support Incidents > Enter Online Support Incidents > Add a new support incident**. Follow the prompts to log a new incident with Incode Support. You will receive an incident number after you click **Submit**.

2.4 Call Support toll-free at 1-800-646-2633.

- Press 1 for Support
 - Press 1 for Incode Support (Financials, Cash Collections, Utility Billing, Citizen Services, and Municipal Court)
 - Press 1 for Financials
 - Press 2 for Cash Collections
 - Press 3 for Utility Billing
 - Press 4 for Citizen Services
 - Press 5 for Municipal Court
 - Press 2 for Tyler Public Safety
 - Press 3 for Imaging Support (Tyler Content Manager)
 - Press 4 for Version 10 Support (V.X Financials, V.X CRM, and V.X Court)
 - Press 1 for V.X Financials Support
 - Press 2 for V.X CRM Support (Cashiering and Utility Billing)
 - Press 3 for V.X Court
 - Press 0 for an Operator
- Press 2 for an Existing Incident

The average hold time is approximately 5 minutes. This time may increase at critical times such as fiscal year end, quarter end, and calendar year end due to the volume of calls received.

3 Incident Management and Escalation

Incode Support takes great pride in serving our clients and being responsive to support issues. Exceeding our clients' expectations is our constant goal. We closely monitor all support metrics and report them to Executive Management on a weekly basis. In addition, our Support Team Leaders monitor Support response and resolution times on a daily basis.

There may be times when support incidents need more attention or a faster response. We encourage our clients to communicate the level of urgency or priority of support issues so that we can respond to incidents appropriately. A support incident can be escalated by any of the following methods:

1. Use any of the support channels mentioned in the “Contacting Incode Customer Support” section above to request an escalation.
2. Access the client support portal at www.tylertech.com.
 - a. Click **Online Support Incidents**.
 - b. In the incident grid, click the incident you need to escalate to open it.
 - c. Mark the **Escalate the priority of this incident** checkbox at the bottom of the incident detail page. This sends an email notifying the Support team to escalate the incident.
3. Alternatively, you can escalate the support incident through the management channels outlined below.

Module(s)/Area(s)	Staff Member	Title	Direct Line
Incode Financials	Cathy Curtis	Team Leader	806.791.8251
V.X Financials	Michele Nickerson	Financial Support Manager	207.356.9348
Incode CIS/CRM	Steve Roberts	Team Leader	806.791.8247
V.X CRM	Audrey Salazar	Technical Lead	806.791.8258
Court/Tyler Public Safety	Rita Ewings	Court/TPS Support Manager	806.791.8237
V.X Court	Amanda Hogan	Team Leader	806.791.8265
Public Safety	David Watson	Team Leader	806.791.8228
Property Tax	Heidi Thompson	Operations Manager	806.791.8249
Software Support	Michele Nickerson	Financial Support Manager	207.356.9348
Technical Support	Michael Lao	Technical Services Support Manager	806.791.8231
Installs and Upgrades	Michael Hoffmann	Technical Services Deployment Manager	806.791.8230
Support	Bryan Thompson	Director of Support	806.791.8226
Executive Management	Dane Womble	Chief Operating Officer	806.791.8220

Please do not hesitate to use any of these escalation methods so that we may better serve you.

4 Additional Resources on

- Click **Online Support Incidents** to look up ALL previous requests made by your site (regardless of how the request was submitted).
- Access the Tyler Community and hover over the **Incode** menu button to expand the dropdown. Select the appropriate software suite (Financials, CIS/CRM, Court, TPS, etc.).
 - The **Search** feature allows you to look for content on certain topics or to answer specific questions.
 - The **Blog** highlights helpful tips and tricks and other valuable information related to your software.
 - The **Library** includes documents covering a wide range of topics (e.g., release notes, tax preparation documents, Connect documents).
 - The **Wiki** contains FAQs and additional help content.
 - The **Forum** provides an area where you can ask a question of our staff or of other Tyler Community members. This is a great way to share information, get the opinion of fellow Tyler clients, and have questions answered quickly.

Tyler Holiday Schedule

Tyler observes many of the same holidays our clients do. In order to allow our staff time away from work our offices will be closed on the holidays listed below. There will be no support coverage on these days.

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



Web Services – Hosted Application Terms

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

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

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



Statement of Work

Software and Implementation Services

Prepared for:

City of Gautier, MS

Prepared by:

Tyler Technologies, Inc.
www.tylertechnologies.com

April 14, 2015

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PROJECT SCOPE & SUMMARY

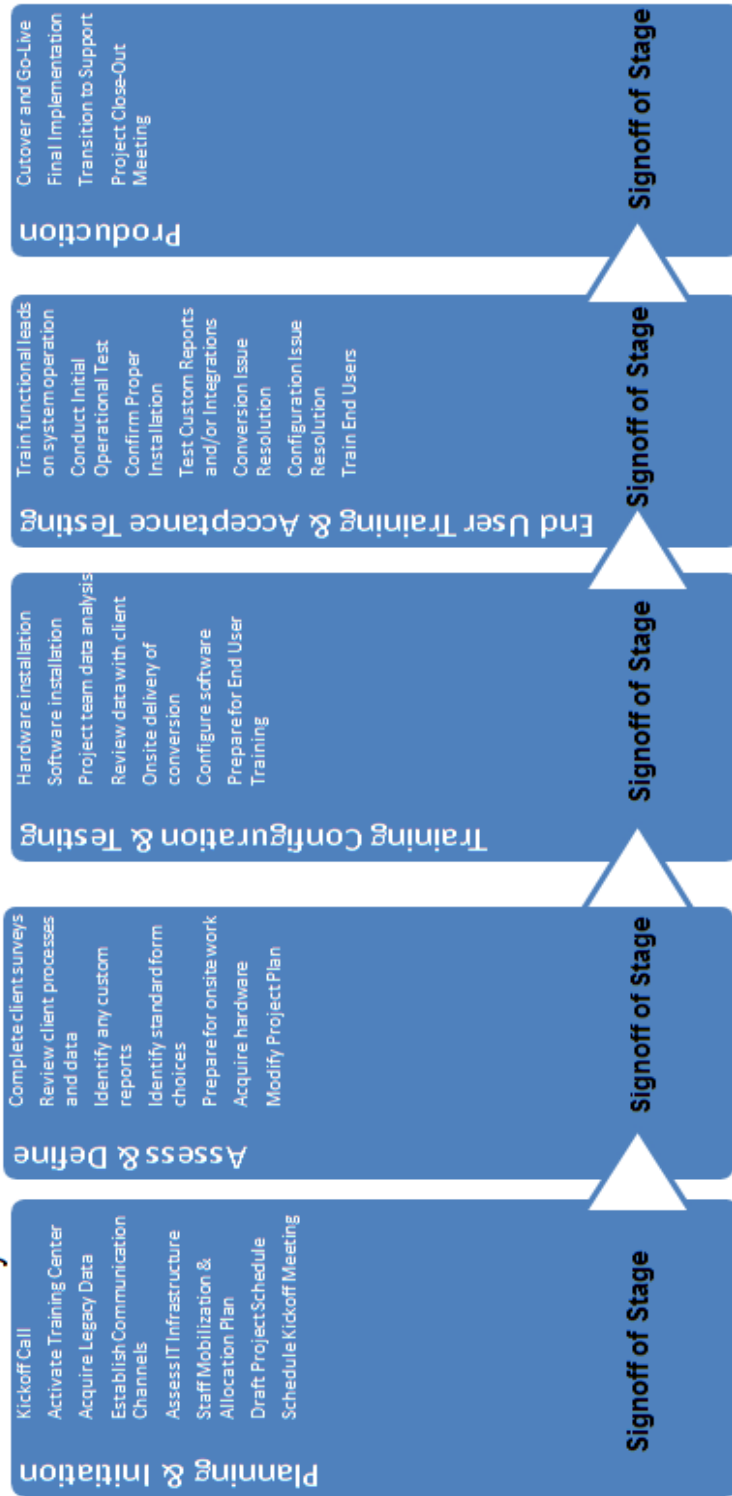
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in SOW Attachment D – Standard Interfaces. It is important for the Client to read the portion of the Attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see SOW Attachment A- (Sample) Work Acknowledgement Form) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

DATA CONVERSION

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system.

Attachment E – Conversion Detail of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

INVOICING AND CLIENT SIGNOFFS

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

KEY PROJECT ASSUMPTIONS

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

OUT OF SCOPE

- Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

Custom Programming - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in Attachment F-Customizations. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be an Attachment F to this document.

Custom Modifications - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in Attachment F-Customizations. If there are no customizations to the software, there will be no Attachment F to this document.

Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.

Custom interfaces – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in Attachment F-Customizations.

Custom Reports –Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in Attachment F-Customizations.

- Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
- Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to

built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

RISK / MITIGATION STRATEGY

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have “signed off” on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client’s needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against premature obsolescence.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Client Participation** – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.
- **Acknowledgement Process** – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see Attachment A-(Sample) Work Acknowledgement Form) to formalize receipt. The Work

Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see Attachment A) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

PROJECT MANAGEMENT

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

STAFFING

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-provided documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-provided documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW ATTACHMENTS LISTING

SOW Attachment A – (Sample) Work Acknowledgement Form This form provides the means for the Client to accept work provided or provide reason for denial of a work.
SOW Attachment B – (Sample) Change Order Form Any change in the project must have a completed and approved Change Order.
SOW Attachment C - Hardware / Software Requirements This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.
SOW Attachment D – Standard Interfaces This document provides a summary description of the purpose and function of the interface along with field specifications.
SOW Attachment E – Conversion Detail Provides a description of the conversion process and legacy data specifications for each application suite.
SOW Attachment G – EnerGov Best Management Practice Template Provides details of forms, fields, violations, license types, plan types and permits that are initialized with the base package.

ATTACHMENTS**Attachment A – Work Acknowledgment****Work Acknowledgment****Client:****Date:****Visit/Deliverable:**

Accomplishments	Performed By	Notes

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Attachment B- Change Order Form**Change Order Form****Client:****Date:****Generated By:****Authorized****By:****Change Overview:**

--

Narrative Description of Change:

--

Impact of Change:**Schedule****Impact:**

Delay of milestone & sub-tasks on Tyler Technologies Implementation
Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.:

--

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Incode V.X Solution

SYSTEM REQUIREMENTS

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

SITE ASSESSMENT

Your site's system requirements are contingent upon several factors. Tyler uses a point system to help determine which specifications and configurations work best for your site. This document will help Tyler determine which setup is best for you.

For each of the following applications that your site will use, indicate your site's quantity for each application variable. Each quantity has a pre-determined Point Value in parentheses, which is used to tabulate your "Total Point Value" below.

CIS		# of accounts	NA (0)
			1–5,000 accounts (4)
			5,001–25,000 (6)
			25,001+ (10)
Court		# of violations per year	NA (0)
			1–10,000 violations (3)
			10,001–60,000 (6)
			60,001–150,000 (11)
			150,001+ (31)
Financials	AP	# of vendors	NA (0)
			1–1,000 vendors (1)
			1,001–3,000 (2)
			3,001+ (3)
	FA	# of assets	NA (0)
			1–200 assets (1)
			201–1,000 (2)
			1,001+ (3)
	GL	# of funds	NA (0)
			1–25 funds (1)
			26–100 (2)
			101+ (3)

PY	# of employees	NA (0) 1–100 employees (1) 101–250 (2) 251+ (3)
Tax	# of parcels	NA (0) 1–20,000 parcels (3) 20,001–40,000 (6) 40,001+ (10)
TCM	# of documents processed per year	NA (0) 1–12,000 documents (1) 12,001–50,000 (2) 50,001+ (5)

Total Point Value

SERVER SPECIFICATIONS

For the following table, use your Total Point Value from above to determine which specifications are required for your site's business needs.

- The single server configuration is denoted as "Single".
- Dual server configurations are broken into Application Server (AS) and Database Server (DB) requirements.

Component	Requirement	Specifications					
		TOTAL POINT VALUE					
		1–5	6–10		11–30		31+
		Single	AS	DB	AS	DB	Contact Tyler for custom specifications.
Processor	Xeon Quad Core (GHz) ¹	•	•	•	•	•	
Memory	GB RAM	16	8	16	16	32	
Available Disk Space^{2,3}	Bus 1	100 GB	100 GB	100 GB	100 GB	100 GB	
	Bus 2	500 GB	500 GB	1 TB	500 GB	3 TB	

¹ If running in a virtual environment, four virtual cores are needed.

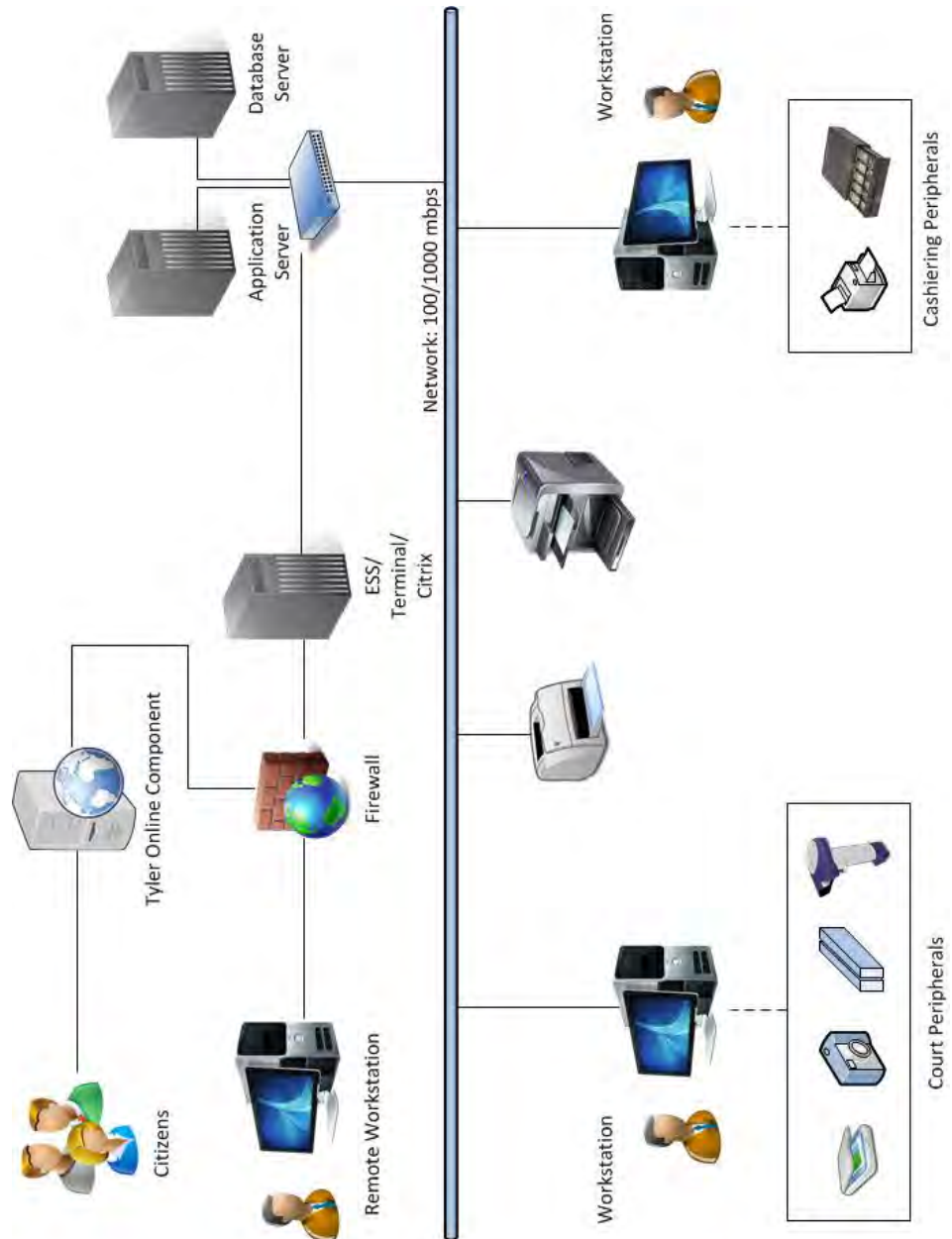
² Tyler's standard maintenance plan includes an automatic backup of your database in this disk space.

³ If using TCM, these storage requirements may increase. See page 5 for details.

ESS Users: If you need external access to ESS, a dedicated server is recommended. This additional server requires the same specifications indicated in the Application Server (AS) column based on your Total Point Value.

REQUIREMENTS

Configuration Diagram



Server Configuration

Component	Requirement	
General Server	Dedicated Server	
	MS Windows Certified Server ⁴	
	Removable Media (for backups)	
	Gigabit Ethernet	
Operating System	MS Windows 2008 R2 Server (x64) Standard or Enterprise	
Database Component	MS SQL Server 2008 (x64) Standard or Enterprise ⁵	
Network Environment	Domain w/Active Directory Services	
	Internet Information Services (IIS) 7	
	.NET 3.5 Framework	
Hard Drive Arrays	For OS	SAS RAID1
	For SQL, Transaction Logs, DB files, and V.X program files	SAS RAID5 or SAS RAID10

⁴ Nationally recognized brand

⁵ If running a dual server configuration, this is only needed on the database server.

Workstation

Component	Requirement
Hardware	Microsoft Windows Certified PC ⁶
Processor	Pentium Core 2 Duo
Memory	4 GB RAM
Disk Space	10 GB available
Operating System	Windows XP Professional or Windows 7 Professional ⁷
Network	100/1000 mbps Ethernet
Network Environment	Workstation is a member of the Domain ⁸
Graphics	128 Dedicated Graphics—Running 1280x1024 ⁹

⁶ Nationally recognized brand

⁷ Windows 95/98/ME, XP Home, and Vista Home editions and workgroup or peer-to-peer networks are not supported.

⁸ Tyler's V.X servers and workstations must authenticate with and be members of a Microsoft Active Directory network. Workgroup and peer-to-peer networks are not supported.

⁹ The V.X application windows are not fully visible at resolutions lower than 1280x1024.

Remote Workstation

Tyler requires a remote access solution such as Citrix or Windows Terminal Services for any workstations accessing the server with a direct connection of less than 100 mbps full-duplex. For best results, remote workstations should run Citrix or Terminal Services over a permanent VPN tunnel.

Peripherals

Cashiering Equipment

Equipment	Model
Receipt Printer	Epson 6000 or Epson 950
Cash Drawer	Media Plus Automated Cash Drawer
Barcode Scanner Utilities	Symbol LS2208
Card Swiper	Magtek Mini Swipe Reader

Workstations designated as Cashiering stations require parallel ports for Epson TM-U950P Receipt Validation Printers. Epson TM-H6000III Thermal Receipt Printers require USB ports and can be configured for Ethernet with optional adapters. An approved ETS-encrypted mag stripe reader is required for card reading.

Court Equipment

Equipment	Model
Signature Pad	Topaz Signature Pad T-L462
Camera	Logitech C310HD WebCam

Printer Compatibility

Many V.X users print forms and reports directly from the application to their printers. We recommend using laser printers because they offer universal compatibility for all applications.

Printer Type	Reports	Forms	Additional Criteria
Any Laser Printer ¹⁰	☒	☒	PCL 5 or above

¹⁰Dot matrix printers are not supported. HP Printers are highly recommended.

Scanner Compatibility

If you are using TCM, TWAIN compatible scanners are required. You can use any TWAIN compatible scanner; however, if it's not listed in the chart below, you may have reduced functionality.

Scanner Brand	Scanner Model	
Canon	• DR-5010C • DR-2510C • DR-4010C • DR-3010C • DR-M160	• DR-X10C • DR-7550C • DR-6050C • DR-9050C

Fujitsu	• fi-6110 • fi-6670 • fi-6770 • fi-6240Z	• fi-6130Z • fi-6140Z • fi-6230Z
Graphlex	• CS500 Pro ¹¹	
Hewlett Packard (HP)	• ScanJet 8250¹¹ • ScanJet 8350¹¹ • ScanJet 8390¹¹	
Panasonic	• KV-S2045C ¹¹	
Xerox	• Documate 152 ¹¹	

¹¹ Not fully supported – These scanners have not been tested in our lab. They are in use by one or more customers and may have issues that have not been reported.

TCM STORAGE REQUIREMENT

TCM requires disk space beyond the basic Specifications listed on page 2. The additional storage requirement is calculated using several factors: the number of pages processed a year, the types of images processed, your site's expected growth rate, and a buffer, which protects you from unforeseen changes to these factors.

Image storage requirements must be calculated on a client-by-client basis and the amount of storage required is determined in pre-sales technical discussions. Since TCM can vary widely, it is good practice to discuss your specific storage needs with Tyler.

To help you calculate your site's storage needs, the following Lossless Compression table illustrates the file size associated each of the 10 different Image Types.

Lossless Compression

Image Type			File Size
DIMENSIONS/ FILE TYPE	COLOR	DPI	
8.5 x 11 TIFF	B&W	200	.05 MB
		300	.1 MB
		600	.4 MB
	Grayscale	200	100 MB
		300	6 MB
		600	24 MB
	Color	200	12 MB
		300	24 MB
		600	96 MB
8.5 x 11 PDF¹²	B&W	(Page)	1.3 MB

¹² This PDF estimate is based upon the average-size document generated directly from a Tyler application. It does not include embedded fonts and is simply a representative sample.

Estimating Storage Requirements

To estimate your storage needs, use your site's records and the previous table.

For each Image Type shown above that your site will store, identify the following values:

- A. Number of pages processed a year¹³ _____
- B. Respective file size for the Image Type (MB) _____

- C. Number of Years of Storage _____
- D. Growth Rate (% as decimal value) _____
- E. Conversions Only: Existing Database Size (MB) _____
- F. $A \times B \times C$ _____
- G. $D \times F$ _____
- H. $E + F + G$ _____ Base Number

¹³ If your site only tracks the number of documents per year, multiply that number by 5 to get your page-based number for calculating Tyler's storage requirements. The standard document size for most Tyler applications is 5 pages.

Standard Recommendation

- To replicate data, multiply your Base Number x 2: _____ MB

Backup Recommendation

- To dump the database to disk, multiply your Base Number x 3: _____ MB

RECOMMENDED BACKUP PROCEDURES

Developing a consistent backup strategy is a vital part of any organization's business continuity plan. A good backup plan ensures that you do not lose the hard work and time you invested in data entry if a hardware failure or natural disaster occurs. A plan such as this is easy to develop and usually easy to implement. This section outlines the steps you should take to properly back up your V.X data.

Rotating Tapes

First, establish a good tape rotation for your backups. Tyler recommends that you use, at a minimum, the following 6-tape rotation:

Week 1				
M	T	W	Th	F1
Week 2				
M	T	W	Th	F2

This rotation is sufficient for most customers because it allows you to go back a few business days to find files. However, if you feel you need a little more protection, you can use a different set of tapes for Mon-Thurs of Week 2, and/or you can keep a Fri 3 and Fri 4 tape so that you have a month's worth of Friday backups. We also recommend that you periodically (monthly, quarterly, etc.) pull a tape permanently out of rotation to store off site.

We do NOT recommend the use of differential or incremental backups. Performing a full backup of the entire V.X folder every night will allow you to restore files without having to use a series of tapes to perform the restore. This turns a restore process into a much more manageable and less time-consuming process.

Backing Up Your SQL Database

For customers who use Microsoft SQL for the V.X database, there are additional backup requirements for your V.X software. In addition to backing up the \DATA folder (and others mentioned above), you must also back up your Microsoft SQL databases. For V.X, the default databases should consist of at least Tyler_Configuration, Tyler_QBE, and Tyler_Financials.

There are a few different methods for backing up your SQL database.

- **SQL Backup Function:** The Microsoft SQL Server 2008 R2 Management Studio has built-in backup tools that can cause SQL to dump the V.X database to a backup file in the SQL default backup folder while the SQL services are running. This location is:

```
C:\Program Files\Microsoft SQL Server\MSSQL\Backup\*
```

* The Microsoft SQL Server installation path may vary slightly per installation.

- **Third-Party Backup Agent:** This method requires that you have some sort of third-party backup program (e.g., Symantec Backup Exec, Brightstor ARC Serve, etc.) which uses a SQL backup agent. These special backup agents allow the Microsoft SQL databases to be backed up while they are online.
- **Script:** You can create a script which stops the Microsoft SQL Server service before a normal tape backup and restarts it after the tape backup is complete. This allows you to back up the *.mdf and *.ldf files (the database and transaction log, respectively) in:

```
C:\Program Files\Microsoft SQL Server\MSSQL\data  
directory*
```

If you choose this route, Tyler can assist you with creating this script at the time of the V.X software installation.

Other Directories in the V.X Folder

For V.X, you need to backup C:\Program Files\Tyler Technologies*. As we add features and functionality to our software, the number and size of the applications and runtimes needed to run our applications will continue to grow.

Watching for Signs of Failure

Monitor your backup's status every morning. If there is a noticeable problem, such as an error light blinking on your tape drive, a tape being ejected without your knowledge, or an error message displaying about your backup, please contact us or your IT staff so that the problem can be resolved quickly.

Accepting Responsibility

Having good backups of V.X data is your responsibility. However, Tyler Technologies offers additional services that can help monitor your local backups, transmit your data to off-site locations, and even provide access to your V.X software and data over the Internet in case of disaster or serious equipment failure at your site.

Disaster Recovery

In case of system failure due to unforeseen disaster, Tyler recommends that you have a Business Continuity Plan, which should include a disaster recovery service. Tyler offers a

disaster recovery service for an additional fee. If you haven't already purchased this plan, contact Technical Services or Sales at 1-800-646-2633 for more information.

V.X Utility Billing - AMI AMR Interface

Purpose

The AMI/AMR meter interface allows users to define the definitions for meter reading import and export files.

File Definition

The interface allows users to define how to interpret data records from an external file that can be exported from the system and or imported from another system. The data in these files is then used to update meter reading data. Users can define multiple definitions and save them in the system.

File layout options are:

- File Type Options
 - Binary Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - Line Sequential
 - Delimiter
 - (None)
 - Comma
 - Tab
 - XML File
 - No Delimiter
- Record Type Options
 - Header
 - Section Header
 - Detail
 - Section Trailer
 - Trailer

Data elements available are:

- Field Names – Record Type “Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id

- Record Type
- Route
- Route Count
- Route Segment
- Field Names – Record Type “Section Header”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment
- Field Names – Record Type “Detail”
 - 50ESS
 - Account
 - Account Number
 - Account Service UDD
 - Account Status
 - Account UDD
 - Add. Full
 - Add. Number
 - Add. Number/Street
 - Add. Street
 - Add. Unit
 - Address Service UDD
 - Alert Code
 - Badger Serv. Number
 - Billing Cycle
 - Cannon Meter
 - Current Read
 - Customer Class
 - Cycle
 - Datamatic Read Type
 - Demand Decimals
 - Device Code
 - Dialog N/W ID
 - Dials
 - Expected Consumption
 - Filler

- High Audit
- High Consumption
- Instruction Code
- Itron Read Type
- Job Label
- Job Number
- Latitude
- Line Return
- Location Code
- Location Description
- Longitude
- Low Audit
- Low Consumption
- Meter Group Code
- Meter Make
- Meter Number
- Meter Read Type
- Meter Sequence
- Meter Serial
- Meter Size
- Meter Status
- Meter Type
- Meter UDD
- MTS Indicator
- Multiplier
- Name
- No Delimiter
- Number Estimated
- Occupant
- Prev. Demand Cons.
- Prev. Demand Read
- Prev. Read
- Prev. Read Date
- Prev. Read Minus X
- Prev. Read Plus X
- Property Acc. Number
- Read Group
- Read Sequence
- Reading Skip
- Record Counter
- Record ID
- Record Type
- Remote Read ID
- Remote Read Type
- Route
- Route Segment
- Service Address UDD
- Service Category
- Service Code
- Service Description
- Slot

- Tamper Code
- Touch Meter Number
- TWACS Account Slot
- Walk Sequence
- Field Names – Record Type “Section Trailer”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment
- Field Names – Record Type “Section Trailer”
 - Account Number
 - Beginning Account
 - Create Date
 - Create Time
 - Cycle
 - Ending Account
 - Filler
 - Job Label
 - Job Number
 - Job Wording
 - Line Return
 - Meter Count
 - Projected Read Date
 - Radio Count
 - Record Id
 - Record Type
 - Route
 - Route Count
 - Route Segment

Utility Billing Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Utility Billing Suite. This is not a complete description; for a complete description, please refer to the *Tyler Technologies Utility Billing Data Conversion Specification* document available upon request.

Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports
- Provide screen shots
- Review conversion prior to training and go-live

Data Conversion

The Utility Billing conversion has additional options that can be purchased depending on the level of data to be converted. Each option has a different cost associated with it.

Utility Billing

Standard Conversion Includes:

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Properties
- Account Master
- Meters
- Transaction History – Includes current year plus 1 prior year
 - If the transaction history is not clean it may not be possible to convert. In this case, balances would be required to be provided by you and these would be converted in place of the detailed transactions.
- Services Metered – Includes 1 metered services
- Services Non-Metered – Includes up to 2 non-metered services
- Bill Compare ran against one billing cycle
- Standard User Defined Fields
 - Tax ID
 - Home Phone Number
 - Work Phone Number
 - Old Account Number

Additional Options:

- Bank Codes and Bank Drafts
- **ACTIVE** Deposits
- Device Inspections
- Renumbering of Accounts
- Contracts
- Notes
- Additional Years of Transactional History (per year)
- Devices
- AMP (Average Monthly Payments)
- Energy Assistance
- Sewer Average
- Winter Average
- Additional Metered Services (over one)
- Additional Non-Metered Services (over two)

Not Converted:

- Deposit History
- Service Orders
- Meter Change Outs

Custom Conversion Services

The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Converting records with counts lower than 1000 accounts
- Multiple Bill Compares on multiple cycles. This will require additional “Before” and “After” billing data along with additional hours.
- Converting tables beyond Tyler Technologies’ defined code tables (See Cross Reference Tables Section)
- Additional User Defined Fields
- Converting of compound meters
- Parsing Reports
- Cleaning Credit Card Information
- Add on/Deduct Meters
- Donations
- Additional Contact information for Non-Utility accounts
- Additional Properties for Non-Utility accounts
- Running more than 3 standard conversions
- Data cleaning; including but not limited to name clean-up, parsing names/address and data fixes
- Converting from multiple sources of data
- Tyler Technologies assisting in data extraction from your existing system
- Tyler Technologies defining file layouts if not provided
- Changing configuration after sign-off

Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required.

If unable to provide the data in Tyler’s Standard Data Layouts your data will need to be provided in **one** of the following formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files (pipe “|” delimited is preferred)
- Excel spreadsheets – with flat data, not grouped like a report

The screen shots and matching reports need to be provided to Tyler Technologies at the same time as the data. To ensure the reports accurately represent the data, staff should exit the software prior to pulling the data and restrict

processing of any transactions until after the reports have been generated. If the reports don't accurately represent the data an additional data pull may be required, which could result in a delay in the schedule.

It is important to understand that the conversion will not "rehabilitate" old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Permits, Plans and Inspections

Permit Types	Included: • 30 permits • 75 fees • 40 inspections The 30 permit types come pre-configured with the initial database installation. Minor edits can be made for naming conventions and sorting the pre-configured lists.
Plan Types	Included: • 5 Plan Case Types and related plan submittal list types For example, a Building Plan Review may need Plan Submittals for each of the following: Building, Planning, Fire, Zoning departments (Submittal List).
Custom Fields	Included: • 1 Tab of Custom Fields • Up to 25 fields on the tab
Forms	Forms will be chosen from Tyler's standard forms packet. • 1 Permit • 1 Certificate of Occupancy • 1 Site or Inspection Card

The Core Template includes up to 30 permits. The Permits and Related Inspections below come included with the Core Template package and are included in the 30 permit total. During the Assess and Define stage we will discuss additions to the list below.

Pre-Configured Permit and Related Inspections

Residential Add-On	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final
Residential Building – New	Building Footing, Building Ground, Building Framing, Building Final
Residential Remodel	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final
Residential Electrical	Electrical Temporary Pole, Electrical Ground, Electrical Rough-In, Electrical Final
Residential Plumbing	Plumbing Ground, Plumbing Rough-In, Plumbing Final
Residential Mechanical	Mechanical Ground, Mechanical Rough-In, Mechanical Final
Residential Temporary Pole	Electrical Temporary Pole
Commercial Add-On	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final
Commercial Building – New	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Building Final, Issue Certificate of Occupancy
Commercial Remodel	Building Footing, Building Ground, Building Framing, Building Ceiling, Building Wall, Plumbing Rough-In, Mechanical Rough-In, Electrical Rough-In, Building Final

Commercial Electrical	Electrical Temporary Pole, Electrical Ground, Electrical Rough-In, Electrical Final
Commercial Plumbing	Plumbing Ground, Plumbing Rough-In, Plumbing Final
Commercial Mechanical	Mechanical Ground, Mechanical Rough-In, Mechanical Final
Commercial Temporary Pole	Electrical Temporary Pole
Curb Cut	Curb Cut Final
Demolition	Demolition Final
Fence	Fence Final

License Management

Business License Types	Includes up to: • 40 different Business License Types • 45 related fees Ex: Retail, Grocer, Restaurant
Professional License Types	Includes up to: • 20 different Professional License Types • 25 related fees Ex: Building Contractor, Electrical Contractor, Plumbing Contractor
Custom Fields	Included: • 1 Tab of Custom Fields • Up to 25 fields on the tab
Forms	Forms will be chosen from Tyler's standard forms packet. • 1 Business License Form • 1 Business License Renewal Form • 1 Professional License Form • 1 Professional License Renewal Form

Code Case Management

Code Case Violation Types (30)	Includes up to: • 30 different code case violations typically used in Code Enforcement. Ex: High grass and weeds, debris in yard.
Custom Fields	Included: • 1 Tab of Custom Fields • Up to 25 fields on the tab
Forms	Forms will be chosen from Tyler's standard forms packet. • 1 Code Violation Letter

EnerGov Core Implementation Template

Permit Types (30)	Includes up to 30 standard permit types. Included in the 30 permits are related fees, inspections and workflows for each permit type. Typically the 30 permits types come pre-configured with the initial database installation. Minor edits can be made for naming conventions and sorting the pre-configured lists.
Plan Types (5)	Includes up to 5 Plan Case Types and related submittal list types. For example, a Building Plan Review may need Plan Submittals for each of the following: Building, Planning, Fire, Zoning departments (Submittal List).
Business License Types (40)	Includes up to 40 different Business License Types and related fees. Ex: Retail, Grocer, Restaurant
Professional License Types (20)	Includes up to 20 different Professional License Types and related fees. Ex: Building Contractor, Electrical Contractor, Plumbing Contractor
Code Case Violation Types (30)	Includes up to 30 different code case violations typically used in Code Enforcement. Ex: High grass and weeds, debris in yard
Forms	Forms will be chosen from Tyler's standard forms packet. • 1 Permit • 1 Certificate of Occupancy • 1 Site or Inspection Card • 1 License renewal form • 1 Business License • 1 Code violation letter

Business Case for the City of Gautier



Introduction and Background

Tyler Technologies recently had the opportunity to visit with the City of Gautier, MS. Present at the meeting were several employees of the City representing the City Clerk, Purchasing and Finance. The staff from Tyler was Benny Musso and Gary House. We discussed the possibility of Tyler providing new software and services to the City.

Systems being courted by Gautier are Tyler's Utility Billing System and the Energov suite which includes the Business Licenses, Permits and Code Enforcement.

The City is currently using Delta software and has been for several years. The City runs all their Financials, CIS and CRM applications on an AS/400. There were several concerns addressed at the meeting, and their major one was about hardware.

Current Challenges

- Lack of total integration: They still have to do journal entries at the end of the day to complete their work
- Performance issues: Running in batch mode slows down the system
- IT capacity: Lack of expertise onsite
- Managing change: Concerns over a complicated pending implementation
- Investments in outdated technology: Their AS/400 needs both software and hardware upgrades
- Leveraging mobile technologies: Current software can't allow end user access via smart phones

Analysis of Cloud-based Solutions

Many public sector organizations are shifting from traditional on-premises software installations to cloud-based installations. Cloud computing is the use of computing resources (hardware and software) that are delivered as a service over a network (typically the Internet). Simply put, it is another choice for delivering the software you use to manage your data. Possible savings and operational efficiencies include:

- Fixed regular payments
- Predictable budgeting for an operating expense vs capital expense
- Includes disaster recovery



- Backups performed by vendor
- Upgrades performed by vendor
- No need for IT staff in house
- Data is safe and secure, with full redundancy
- City owns their data
- Proven vendor experience offering cloud based solutions

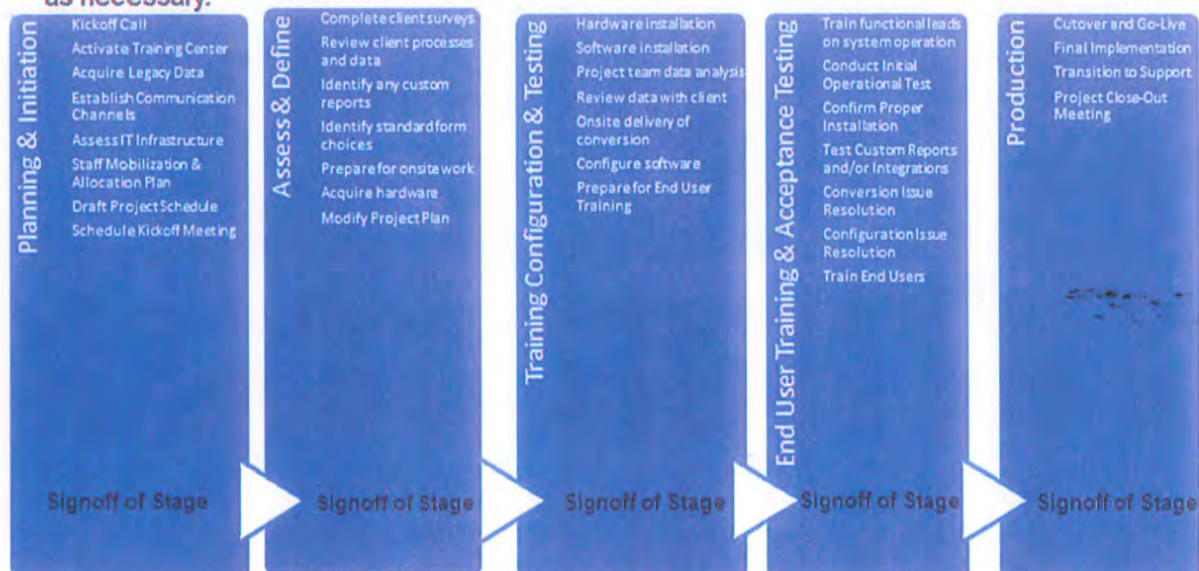
Ability to Execute an Implementation

Another concern for the City was a potentially complex implementation. A structured methodology will allow the City to move from their existing software to a new platform with confidence in their data, increased productivity and ability to leverage new features and functionality. The implementation process doesn't stop with the "live date" but continues by providing the necessary training and follow up to utilize the application to its fullest resulting in a quicker return on investment. Key areas to ensure a successful implementation include:

- Proven implementation methodology, with extensive on-time and on-budget references
- Resources with local and city government experience
- Comprehensive project management and change control
- Process improvement consulting, integrating industry best practices
- Curriculum-based training, with onsite setup immediately following for maximum retention
- Data import and setup validation
- Tailoring the application to meet the City's needs, policies and/or controls
- Software and technical support from project inception

Implementation Stages

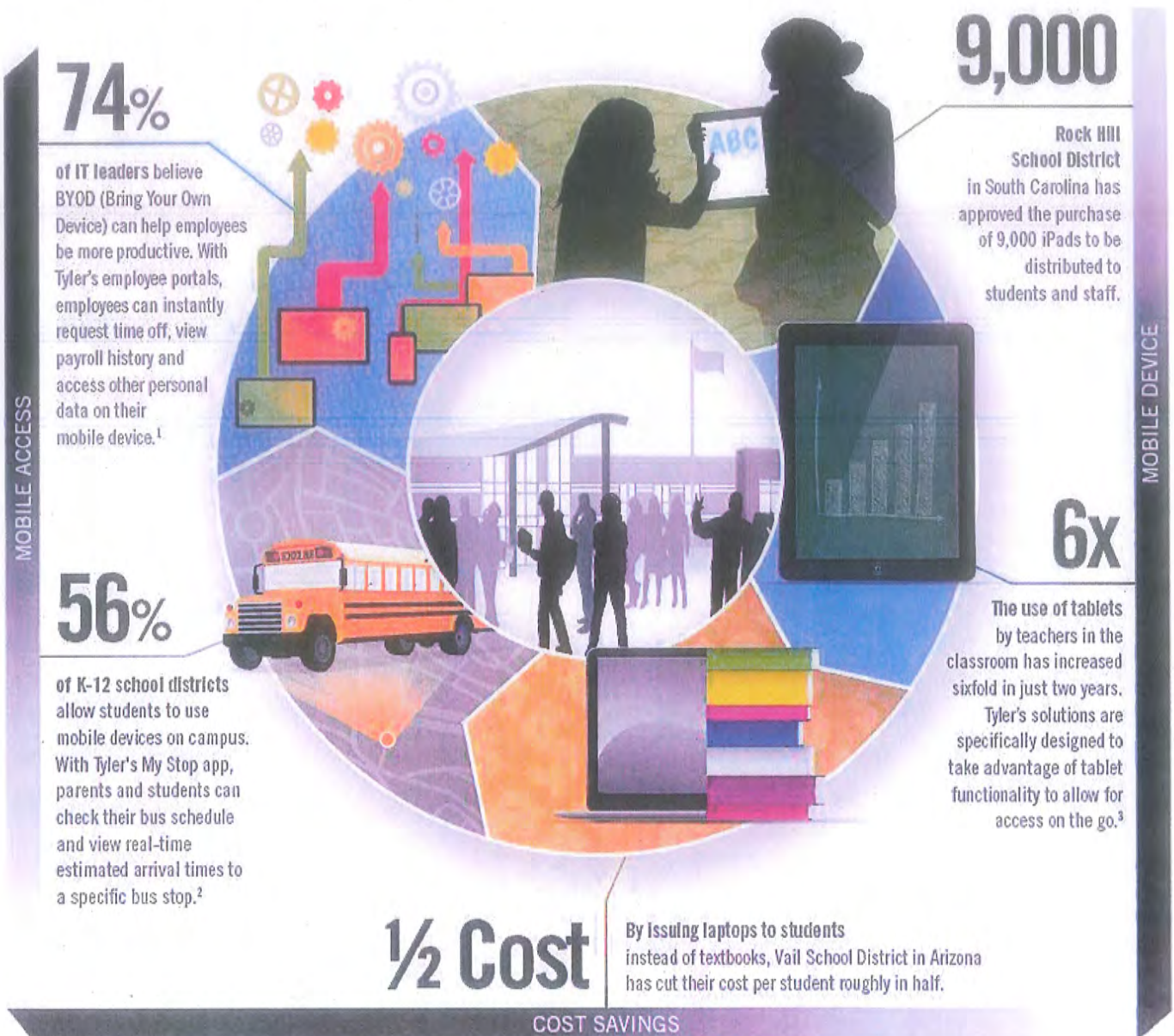
Tyler provides a well-defined multi-stage roadmap which can be applied to a single phase project or to projects with multiple phases. For multi-phase projects, the stages are repeated as necessary.



Analysis of Mobile Technologies

Finally, the City expressed interest in leveraging the use of iPhone and iPads for their employees. Mobile devices such as smartphones and tablets are fast becoming the primary means to conduct business for not only the private sector but the public sector as well. Mobile solutions offer tremendous opportunities to deliver better and faster assistance to citizens, who now expect local government to be just as accessible as their credit cards, bank accounts and favorite stores. Increased productivity and efficiency include:

- Move technology closer to where the work is performed
- Improve citizen engagement, and speed up service delivery
- Boost employee satisfaction with flexible access to tools
- Improve productivity by accommodating employee preferences
- Make data more readily available for decision making



Executive Summary – Why the City of Gautier should partner with Tyler Technologies?

The evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the client and their chosen software provider. It is our belief that Tyler Technologies is uniquely qualified to be that partner and deliver upon the needs outlined by the City of Gautier in this business case. Tyler looks forward to progressing to the next stage in the City's evaluation process.

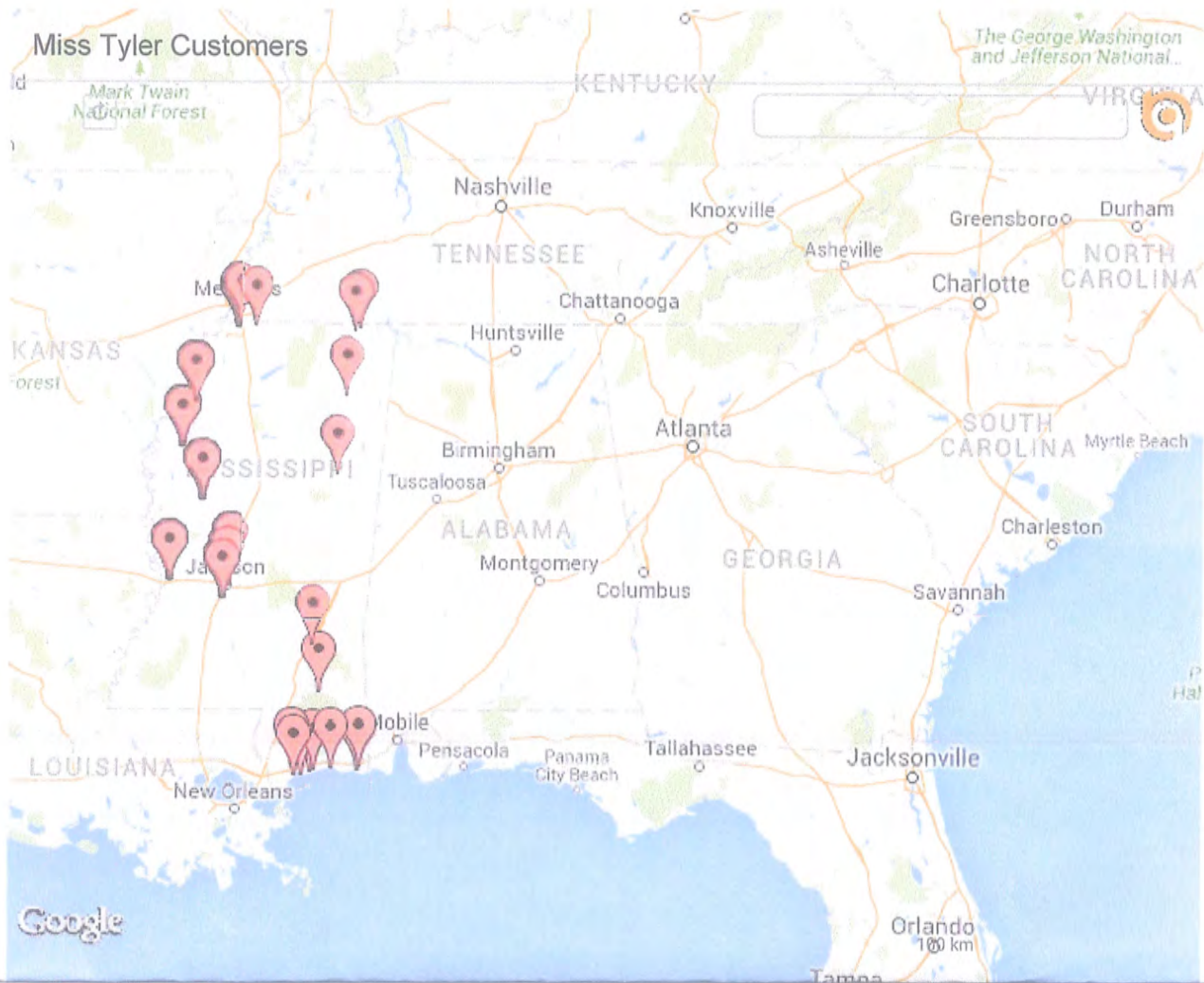
Benefits to citizens of Gautier:

- Access account on line to view balances and consumption
- Make payments on line from computer or smart phone
- Make applications for Business Licenses on line
- Report potential code violations on line
- Create service orders on line
- Check the status of a service order or permit on line
- Be reminded of late payment by electronic means.

Benefits of a Tyler Technologies & City of Gautier partnership consist of:

- Cloud solutions with multiple layers of security including antivirus, intrusion protection, security monitoring and firewall.
- Cloud services are operated by the vendor's US-based employees; there are no 3rd parties or contractors involved:
 - 1400 hosted public sector clients
 - 72,000 end-users for Tyler SAAS products
 - 1.9M users for our transaction applications
- A proven and reference-able implementation methodology to ensure success.
- The ability to execute on time and within budget.
- Mobility solutions to improve the government-citizen relationship.
- Improving productivity, boosting employee satisfaction while speeding up service delivery.
- Partnering with a national, regional and local company who is solely dedicated to the public sector.
- Investing in a vendor who will be here for the long haul, because they reinvest earnings back into the company so their clients and constituents can receive the benefits.
- Extending additional public sector technologies for the City's parks & recreation, municipal courts, public safety, and property tax appraisal & billing.





There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 101-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ASBENT: **Johnny Jones**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2015.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CABLE ONE	151796	06/02/2015	05/15/2015			18.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2015: 23421-143558-01-6		05132015	05/20/2015			18.99
001	INFORMATION TECHNOLOGY SERVICE	151797	06/02/2015	05/15/2015			224.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-640	APR 2015		5229959	04/30/2015			224.00
001	CITY OF GAUTIER 7M BOND ACCT	151798	06/02/2015	05/15/2015			12,366.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TRANSFER MDOT WIRE		05152015	05/15/2015			12,366.70
001	C SPIRE WIRELESS	151808	06/02/2015	05/20/2015			558.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	05/12/2015			558.12
001	AT&T	151838	06/02/2015	05/22/2015			57.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	05/14/2015			57.81
001	AT&T	151839	06/02/2015	05/22/2015			94.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	05/14/2015			94.09
001	M & E FEED & SEED	151842	06/02/2015	05/22/2015			85.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	40# DOG FOOD		5036	05/14/2015			42.99
	001-100-514	40# DOG FOOD		5038	05/19/2015			42.99
001	DELTA COMPUTER SYSTEMS INC	151849	06/02/2015	05/26/2015			370.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ACCTG SOFTWARE MAINT		MN101374	05/15/2015			260.00
	001-092-698	VOTER REG SOFTWARE MAINT		MN101374	05/15/2015			20.00
	001-092-698	PRIV LIC SOFTWARE MAINT		MN101375	05/15/2015			90.00
001	AT&T	151852	06/02/2015	05/26/2015			3,203.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	05/14/2015			3,203.66
001	FUELMAN OF MS	151854	06/02/2015	05/26/2015			3,440.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP44353394	05/18/2015			2,816.51
	001-161-525	UNL & DSL FUEL		NP44353394	05/18/2015			340.01
	001-170-525	UNL FUEL		NP44353394	05/18/2015			179.52
	001-205-525	UNL FUEL		NP44353394	05/18/2015			104.53
001	FUELMAN OF MS	151856	06/02/2015	05/26/2015			3,776.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP44392230	05/25/2015			77.99
	001-092-525	UNL FUEL		NP44392230	05/25/2015			44.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN OF MS	151856	06/02/2015	05/26/2015			3,776.71	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP44392230	05/25/2015			2,867.82
	001-161-525	UNL & DSL FUEL		NP44392230	05/25/2015			553.08
	001-170-525	UNL FUEL		NP44392230	05/25/2015			99.05
	001-205-525	UNL & DSL FUEL		NP44392230	05/25/2015			134.65
001	SINGING RIVER E.P.A.	151858	06/02/2015	05/26/2015			769.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		05132015	05/21/2015			346.58
	001-161-631	MARTIN BLUFF FD 58380001		05142015	05/22/2015			258.05
	001-201-629	SIGNAL LIGHTS 17546		05142015	05/22/2015			35.02
	001-092-631	CITY LIMIT SIGN 17546		05142015	05/22/2015			23.50
	001-100-631	MBLUFF SUB STN 58521002		05142015	05/22/2015			106.04
001	HEIDELBERG STEINBERGER COLMER & BURROW	151864	06/02/2015	05/26/2015			157.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-602	LEGAL FEES:PERSONNEL ISSUES		999185510M	04/22/2015			157.50
001	OLDE MILL IMPRESSIONS	151865	06/02/2015	05/26/2015			31.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-714	4X8 PAVER		6242	05/11/2015			19.50
	001-092-714	SHIPPING		6242	05/11/2015			12.22
001	DIRECTV LLC	151866	06/02/2015	05/26/2015			110.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	WEST STN: 022727663		2 5810264768	05/14/2015			110.69
001	CABLE ONE	151871	06/02/2015	05/27/2015			99.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2015:23421-102609-01-6		05292015	06/05/2015			99.95
001	SINGING RIVER E.P.A.	151873	06/02/2015	05/27/2015			8,815.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10554		05152015	05/26/2015			4,998.58
	001-201-629	SIGNAL LIGHTS 10554		05152015	05/26/2015			1,186.55
	001-092-631	CITY HALL 10554		05152015	05/26/2015			1,107.89
	001-170-631	FRAZIER PARK 10554		05152015	05/26/2015			49.05
	001-170-631	SENIOR BLDG 10554		05152015	05/26/2015			610.52
	001-161-631	CENTRAL FD 10554		05152015	05/26/2015			413.90
	001-170-631	CITY PARK 10554		05152015	05/26/2015			134.64
	001-092-631	PUBLIC WORKS 10554		05152015	05/26/2015			291.24
	001-092-631	HWY 90 SIGN 10554		05152015	05/26/2015			23.50
001	SINGING RIVER E.P.A.	151874	06/02/2015	05/27/2015			2,029.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		05152015	05/26/2015			1,372.86
	001-201-629	SIGNAL LIGHT 89113001		05152015	05/26/2015			55.99
	001-170-631	CITY PARK RESTRMS 89912001		05152015	05/26/2015			40.88
	001-201-633	STREET LIGHTS 90345002		05152015	05/26/2015			292.41
	001-092-631	RECORDS BLDG 90790001		05152015	05/26/2015			156.41
	001-092-631	DIGITAL SIGN 97127001		05152015	05/26/2015			69.13
	001-170-631	FRAZIER RESTRMS 98546001		05152015	05/26/2015			42.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER E.P.A.	151875	06/02/2015	05/27/2015			961.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST	94987002	05152015	05/26/2015			109.95
	001-201-633	DOLPHIN ST	94988002	05152015	05/26/2015			129.27
	001-201-633	DOLPHIN ST	94989002	05152015	05/26/2015			134.00
	001-201-633	DOLPHIN ST	94990002	05152015	05/26/2015			587.99
001	ROPER SUPPLY	151877	06/02/2015	05/27/2015			127.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	ID CASE 3 X 5 (10)		46706	05/13/2015	150842		115.00
	001-100-559	FREIGHT		46706	05/13/2015	150842		12.50
001	GALLS LLC	151878	06/02/2015	05/27/2015			139.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	B879 BADGE WITH STATE SEAL		BC0150218	04/28/2015	150696		118.36
	001-100-559	SHIPPING CHARGES		BC0150218	04/28/2015	150696		15.99
	001-100-559	MS STATE SEAL		BC0150218	04/28/2015	150696		5.28
001	REYNOLDS WHOLESALE CO.	151879	06/02/2015	05/27/2015			67.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	CS BROWN TOWELS 12/8"		046291	05/14/2015	150894		23.95
	001-170-559	CS 4/1 GAL NABC DISINFECTANT		046291	05/14/2015	150894		43.80
001	ACTION PRINTING CENTER INC	151880	06/02/2015	05/27/2015			103.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-620	WINDOW ENVELOPES:COURT DEPT		85928	05/08/2015	150789		103.22
001	MID SOUTH UNIFORM & SUPPLY, INC.	151881	06/02/2015	05/27/2015			386.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	TEX TROP SS WHITE SHIRT (3)		531344	05/21/2015	150766		148.65
	001-100-535	TEX TROP LS WHITE SHIRT (3)		531344	05/21/2015	150766		162.00
	001-100-535	VEST CARRIER (WHITE)		531344	05/21/2015	150766		68.20
	001-100-535	SEW ON PATCHES		531344	05/21/2015	150766		8.04
001	FOSTER'S AIR CONDITIONING & HEATING INC	151882	06/02/2015	05/27/2015			259.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	REPAIR A/C: COUNCIL CHAMBERS		W961214	05/20/2015	150918		259.00
001	CUSTOM PRODUCTS CORPORATION	151883	06/02/2015	05/27/2015			225.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	ABSOLUTELY NO UNESCORTED		260089	03/20/2015	150615		37.45
	001-201-559	SHIPPING		260089	03/20/2015	150615		9.75
	001-201-576	24X48 SCHOOL SPEED LIMIT 40MPH		262137	05/15/2015	150827		164.14
	001-201-576	FREIGHT		262137	05/15/2015	150827		13.94
001	MS TROPHY, LLC	151884	06/02/2015	05/27/2015			29.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	NAME/SERVING BAR: CAUDILL, M		4981	04/09/2015	150697		29.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HAYGOOD'S INDUSTRIAL ENGRAVERS, INC.	151886	06/02/2015	05/27/2015			99.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-596	EMPLOYEE OF THE YEAR PLAQUE		021822	04/22/2015	150790		49.50
	001-022-596	MANAGER OF THE YEAR PLAQUE		021822	04/22/2015	150790		49.50
001	COVINGTON SALES & SERVICE INC	151890	06/02/2015	05/27/2015			1,421.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	EXHAUST BAG,NEW CASING,M# 61		69149	05/18/2015	150840		294.49
	001-170-639	MADVAC BAGS		69149	05/18/2015	150840		427.00
	001-170-639	HOSE VACUUM 8"X25' URETHANE		69149	05/18/2015	150840		525.28
	001-170-639	SHIPPING		69149	05/18/2015	150840		175.00
001	METRO CONCRETE	151891	06/02/2015	05/27/2015			514.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3.5 YDS 300 PEA GRAVEL		323080	05/21/2015	150920		514.00
001	COMM-TECH SOLUTIONS INC	151892	06/02/2015	05/27/2015			162.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	SERVICE CALL:FOUNTAIN CAMERA		15057	05/16/2015	150901		162.50
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	151894	06/02/2015	05/27/2015			303.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	POST ITS #501738 (12)		3265474101	05/07/2015	150854		17.15
	001-021-559	HP 950XL #108230 BK/MULTI		3265474101	05/07/2015	150854		93.99
	001-021-559	CARD STOCK #457781		3265474101	05/07/2015	150854		13.99
	001-021-559	#1 PAPER CLIPS #472498		3265474101	05/07/2015	150854		2.07
	001-021-559	1" SIGN HERE FLAGS #448886		3265474101	05/07/2015	150854		4.11
	001-021-559	RUBBER BANDS SZ 19 #808634		3265474101	05/07/2015	150854		1.73
	001-021-559	AVERY 5160 LABEL # 209882		3265474101	05/07/2015	150854		21.16
	001-021-500	APPROVED STAMP		3265474101	05/07/2015	150854		21.58
	001-040-500	DAB N SEAL 4 PK		3265416480	05/06/2015	150844		5.97
	001-040-500	SHARPIE FINE BLACK (12)		3265416480	05/06/2015	150844		5.22
	001-040-500	SWINGLINE STAPLES		3265416480	05/06/2015	150844		6.69
	001-040-500	TOPS MONEY RENT RECEIPT BOOK		3265416480	05/06/2015	150844		42.27
	001-040-500	INVISIBLE TAPE		3265416480	05/06/2015	150844		7.50
	001-040-500	SELF INKING STAMP RECEIVED		3265416480	05/06/2015	150844		6.66
	001-040-500	ULTRA MECH 7MM PENCILS (12)		3265416480	05/06/2015	150844		10.51
	001-040-500	BROTHER TONER 450 BK		3265416484	05/06/2015	150844		43.05
001	LAMEY ELECTRIC INC	151898	06/02/2015	05/27/2015			2,594.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	S/B SCHOOL XING SIGNALS		13190	05/12/2015	150805		2,353.50
	001-201-576	HWY90-LADNIER STREET LIGHT		13194	05/13/2015	150864		241.00
001	WARING OIL COMPANY LLC	151900	06/02/2015	05/27/2015			1,807.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-525	750 GALS 87 OCTANE GAS		001393185	05/14/2015	150891		1,807.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE GULF COMPANIES INC	151901	06/02/2015	05/27/2015			260.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	TRASH BAGS		1943	05/19/2015	150900		260.00
001	TARGETSOLUTIONS LEARNING, LLC	151902	06/02/2015	05/27/2015			3,785.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	ONLINE TRAINING PLATFORM		0000008884	04/13/2015	150662		840.00
	001-161-681	COURSE BUNDLE		0000008884	04/13/2015	150662		1,050.00
	001-161-681	ANNUAL MAINTENANCE FEE		0000008884	04/13/2015	150662		395.00
	001-161-681	ONE TIME SET UP FEE		0000008884	04/13/2015	150662		1,500.00
001	EAGLE ENGRAVING INC	151903	06/02/2015	05/27/2015			234.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	COMMENDATION:VALOR (5)		2015-1354	05/20/2015	150807		75.00
	001-100-559	COMMENDATION:KATRINA (5)		2015-1354	05/20/2015	150807		75.00
	001-100-559	COMMENDATION:ONE STAR (5)		2015-1354	05/20/2015	150807		75.00
	001-100-559	SHIPPING CHARGES		2015-1354	05/20/2015	150807		9.95
001	BROADCAST MUSIC INC	151908	06/02/2015	05/27/2015			665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL FEE 2427468		26371728	05/02/2015			665.00
FUND TOTAL	1 Claims	to	Checks	38 Total	50,358.87 Manual	Held	Total	50,358.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	151806	06/02/2015	05/20/2015			3,574.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAY 2015	05/20/2015			3,574.68
FUND TOTAL 172 Claims	to	Checks	1 Total	3,574.68	Manual	Held	Total	3,574.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	151809	06/02/2015	05/20/2015			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOST FEE MAY 2015	2643	05/15/2015			25.00	
	176-170-699	SHOPPING CART FEE MAY 2015	2643	05/15/2015			115.00	
176	AT&T	151840	06/02/2015	05/22/2015			210.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MAY 2015 DSL	2284970676	05/14/2015			110.00	
	176-170-605	MONTHLY SERVICE	2284970676	05/14/2015			100.14	
176	AT&T	151841	06/02/2015	05/22/2015			169.54	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	05/14/2015			169.54	
176	FUELMAN OF MS	151855	06/02/2015	05/26/2015			129.82	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP44353394	05/18/2015			129.82	
176	FUELMAN OF MS	151857	06/02/2015	05/26/2015			152.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL & DSL FUEL	NP44392230	05/25/2015			152.07	
176	DOORS & MORE LLC	151897	06/02/2015	05/27/2015			1,320.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	12'2"X12' STEEL COMM DOOR	6512	05/13/2015	150760		1,320.00	
176	MINGLEDORFF'S INC	151899	06/02/2015	05/27/2015			81.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	VONF MYT 1/3HP 1075/1 WAGNER	5807170-00	05/21/2015	150926		64.56	
	176-170-635	RUN CAPACITOR 7.5 OVAL	5807170-00	05/21/2015	150926		2.59	
	176-170-635	RUN CAPACITOR	5806003-00	05/21/2015	150923		6.59	
	176-170-635	COIL TOTALINE	5806003-00	05/21/2015	150923		7.77	
FUND TOTAL 176 Claims	to	Checks	7 Total	2,203.08 Manual		Held	Total	2,203.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY OF GAUTIER	151799	06/02/2015	05/20/2015			106,160.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	BAL MAR 2015 GARBAGE		03312015	03/31/2015			6,470.30
	400-000-104	APR 2015 GARBAGE PMTS		04302015	04/30/2015			99,690.26
400	CITY OF GAUTIER	151805	06/02/2015	05/18/2015			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		05112015	05/11/2015			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		05112015	05/11/2015			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		05112015	05/11/2015			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		05112015	05/11/2015			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		05112015	05/11/2015			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		05112015	05/11/2015			9,665.99
400	AT&T	151807	06/02/2015	05/20/2015			58.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	05/06/2015			58.97
400	AT&T	151843	06/02/2015	05/22/2015			68.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	05/14/2015			68.72
400	CABLE ONE	151844	06/02/2015	05/22/2015			78.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	JUN 2015:23421-132488-01-8		04202015	05/27/2015			78.69
400	DELTA COMPUTER SYSTEMS INC	151850	06/02/2015	05/26/2015			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		MN101376	05/15/2015			280.00
	400-650-698	WORK ORDER SOFTWARE MAINT		MN101376	05/15/2015			60.00
400	AT&T	151851	06/02/2015	05/26/2015			83.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	05/14/2015			83.72
400	SINGING RIVER E.P.A.	151859	06/02/2015	05/26/2015			2,128.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		05132015	05/21/2015			908.34
	400-651-631	LIFT STATIONS 28779		05132015	05/21/2015			301.53
	400-651-631	SCHOONER WELL 20688		05102015	05/19/2015			602.62
	400-651-631	LIFT STATIONS 20688		05102015	05/19/2015			182.13
	400-651-631	LIFT STNS 89627001		05142015	05/22/2015			77.63
	400-651-631	LIFT STNS 89702001		05142015	05/22/2015			56.59
400	2012 GUD BONDS DEBT SERVICE	151860	06/02/2015	05/26/2015			116,708.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	JUN 2015 PRN PMT		06012015	05/31/2015			106,666.67
	400-680-817	JUN 2015 INT PMT		06012015	05/31/2015			10,041.66

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	151861	06/02/2015	05/26/2015			2,313.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2015 STATEMENTS		18987	05/12/2015			1,113.65
	400-650-698	APR 2015 POSTAGE		1425201505	05/13/2015			1,200.00
400	REGIONS BANK	151862	06/02/2015	05/26/2015			197,607.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN PMT: MDB BOND S2013		5703	05/08/2015			130,000.00
	400-680-819	INT PMT: MDB BOND S2013		5703	05/08/2015			67,607.99
400	MUELLER CO	151869	06/02/2015	05/27/2015			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SOFTWARE SUPPORT: METERS		3081711	05/12/2015			1,200.00
400	SINGING RIVER E.P.A.	151870	06/02/2015	05/27/2015			4,002.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17881		05142015	05/22/2015			2,281.28
	400-651-631	WATER WELLS 17881		05142015	05/22/2015			1,721.18
400	JACKSON COUNTY UTILITY AUTHORITY	151872	06/02/2015	05/27/2015			130,853.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUN 2015 TREATMENT CHARGES		52881	06/01/2015			135,277.00
	400-651-668	FY 2014 ACTUAL FLOW ADJ		52881	06/01/2015			-4,424.00
400	SINGING RIVER E.P.A.	151876	06/02/2015	05/27/2015			8,237.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17882		05152015	05/26/2015			2,363.17
	400-651-631	WATER WELLS 17882		05152015	05/26/2015			4,330.22
	400-651-631	CITY HALL SOUTH 17882		05152015	05/26/2015			1,544.43
400	MICRO METHODS INC	151885	06/02/2015	05/27/2015			104.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-667	4 WATER SAMPLES HWY 90		1505337186	05/15/2015	150921		104.00
400	CONSOLIDATED PIPE & SUPPLY	151887	06/02/2015	05/27/2015			88.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	6 TYLER TUFGRIP/PVC		3750934	05/13/2015	150883		88.00
400	C & M ELECTRIC MOTOR SERVICE, INC.	151889	06/02/2015	05/27/2015			1,974.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	5HP S/P MOTOR REPAIR:ENARK		11640	05/15/2015	150873		1,974.80
400	SOUTHERN WATERWORKS SUPPLY, INC	151893	06/02/2015	05/27/2015			154.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4X5/8X3/4 CURB STOP (4)		58982	05/13/2015	150780		154.04
400	STAPLES BUSINESS ADVANTAGE DEPT	151895	06/02/2015	05/27/2015			677.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-500	ATL AVERY DOT MATRIX LABELS (3)		3265542282	05/08/2015	150876		156.27
	400-651-500	DAB N SEAL 4PK		3265875099	05/12/2015	150881		5.97

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	151895	06/02/2015	05/27/2015			677.93	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-500	BIC BLACK PENS (24)	3265875099	05/12/2015	150881		4.34	
	400-651-500	BIC BLUE PENS (24)	3265875099	05/12/2015	150881		2.90	
	400-651-500	COSCO REFILL INK RED	3265875099	05/12/2015	150881		3.67	
	400-651-500	COSCO REFILL INK BLACK	3265875099	05/12/2015	150881		3.67	
	400-651-500	BLUE FILE FOLDERS	3265875099	05/12/2015	150881		14.54	
	400-651-500	HP 312A BLACK TONER (3)	3265875099	05/12/2015	150881		288.57	
	400-651-500	COPY PAPER (5)	3265875099	05/12/2015	150881		198.00	
400	VELLANO BROS., INC	151896	06/02/2015	05/27/2015			1,050.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	METER LID CAST IRON READER	S2030700.1	05/13/2015	150701		1,050.00	
FUND TOTAL 400 Claims	to	Checks	21 Total	617,318.63	Manual	Held	Total	617,318.63

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
421	GOODWYN, MILLS & CAWOOD INC	151863	06/02/2015	05/26/2015			6,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	421-652-601	CONSTRUCTION INSPECTION		CM OB12004117	04/27/2015			6,000.00
421	CONSOLIDATED PIPE & SUPPLY	151888	06/02/2015	05/27/2015			4,714.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	421-652-780	8X8 SS TAPPING SLEEVE		3750814000	05/08/2015	150875		1,380.00
	421-652-780	8 MJ X FL GATE VALVE		3750814000	05/08/2015	150875		1,320.00
	421-652-780	12 X 8 MJ REDUCER		3750814000	05/08/2015	150875		110.00
	421-652-780	8 FOSTER ADAPTER		3750814000	05/08/2015	150875		280.00
	421-652-780	8 FLG BOLT & GASKET SET		3750814000	05/08/2015	150875		24.00
	421-652-780	8 HOT TAPS		3750814000	05/08/2015	150875		1,600.00
FUND TOTAL 421 Claims	to	Checks	2 Total	10,714.00	Manual	Held	Total	10,714.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	38 Total	50,358.87 Manual	Held	Total	50,358.87
FUND 172 Claims	to	Checks	1 Total	3,574.68 Manual	Held	Total	3,574.68
FUND 176 Claims	to	Checks	7 Total	2,203.08 Manual	Held	Total	2,203.08
FUND 400 Claims	to	Checks	21 Total	617,318.63 Manual	Held	Total	617,318.63
FUND 421 Claims	to	Checks	2 Total	10,714.00 Manual	Held	Total	10,714.00
Total for all Funds				684,169.26 Manual	Held	Total	684,169.26

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 102-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement for Clearwater Solutions be amended for the addition of labor and consumables for the Water Treatment Plant is hereby approved.

IT IS FURTHER ORDERED that new monthly fee shall take effect on September 1, 2015 and the additional fee will be \$38,765.75 for the months of September, October and November, and thereafter \$19,382.75 for the remainder of the contract duration.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2015.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chad Jordan, ClearWater Solutions
Through: Cindy Russell, City Clerk
Date: May 28, 2015
Subject: Contract Amendment for the addition of labor and consumables for the new Water Treatment Plant

REQUEST:

City Council authorization is requested for a contract amendment to the current ClearWater Solutions (CWS) agreement with the City of Gautier. The new monthly fee shall take effect on September 1, 2015 and the additional fee will be \$38,765.75 for the months of September, October and November. The increased fee for these three months is necessary to offset costs to CWS which will begin on June 1, 2015. Beginning in December, 2015, the fee will be reduced to \$19,382.75 for a total monthly fee of 203,357.75.

BACKGROUND:

The new ion exchange water treatment plant is currently under construction and should be complete by July 1, 2015. However, CWS will incur expenses for chemicals, lab equipment, other consumables and labor necessary for operating the water plant beginning June 1, 2015. Also, the existing contract agreement between the City of Gautier and CWS references the need to add a certified operator per the Mississippi Department of Health along with chemicals and all consumables related to future operations and maintenance of the water treatment plant.

DISCUSSION:

The goal is to increase the current base fee to cover expenses related to hiring an operator and providing all consumables for the new water treatment plant per the current contract agreement.

RECOMMENDATION:

ClearWater Solutions requests that the City Council approve the attached amendment.

ATTACHMENT(S):

Contract Amendment

AMENDMENT NO. 1
To the
PROFESSIONAL SERVICE AGREEMENT FOR OPERATIONS,
MAINTENANCE AND MANAGEMENT SERVICES
For the
CITY OF GAUTIER, MISSISSIPPI

This Amendment is made and entered into this ____ day of _____, 20____, between The City of Gautier, Mississippi (hereinafter referred to as “City”), whose address for any formal notice is 3330 Highway 90, Gautier, Mississippi, 39553, and ClearWater Solutions, LLC, (hereinafter referred to as “Service Provider”) whose address for any formal notice is 2260 EastChase Lane, Suite 200, Montgomery, Alabama 36117. This is Amendment No. 1 to the Agreement dated the 5rd day of November, 2013 between the City and Service Provider.

WHEREAS, on or about November 5, 2013, the City and Service Provider entered into a Professional Service Agreement, under which the Service Provider, among other things, manages, operates, and maintains the City’s water and wastewater systems; and

WHEREAS, the City and Service Provider agree there is a need to amend the Professional Service Agreement as indicated below, and

NOW, THEREFORE, for mutual good and valuable consideration received, which is hereby acknowledged by all parties, it is agreed as follows:

“Article II, 5, yy” is hereby deleted in its entirety and replaced with the following “Article II, 5, yy”:

Will provide a certified water treatment operator and all related consumables for the water treatment facility.

The following section will be added as “Article III, 20”:

City shall pay to Service Provider compensation for services performed under this Agreement for operations of the water treatment facility and for consumables utilized in said operations.

The following section will be added as “Article IV, 5”:

In addition to the above compensation, in September, October and November of 2015, the Service Provider’s compensation will contain an additional \$38,765.75 each month. Thereafter, this compensation increase will reduce to \$19,382.75 each month for the term of the agreement.

All other terms and conditions remain in effect in accordance with the Professional Service Agreement referenced in this Amendment.

Both parties indicate their approval of this Amendment by their signatures below.

Authorized Signature:

CLEARWATER SOLUTION, LLC

Authorized Signature:

CITY OF GAUTIER, MS

Name: Rick Ailiff

Title: President

Date: _____

ATTEST: _____

Name: Gordon Gollott

Title: Mayor

Date: _____

ATTEST: _____

Name: Samantha Abell

Title: City Manager

Date: _____

ATTEST: _____

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 103-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2015.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 018-2015

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2015 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a second vice president and to vote on any proposed bylaw changes; and

WHEREAS, the amended bylaws require the governing authority board (Alderman, City Council, City Commission) to designate in its minutes the voting delegate and two alternates to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE (Governing Authority board) of the CITY OF GAUTIER.

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2015 Mississippi League election to be held at the annual convention on June 22-June 24, 2015 are as follows:

Voting Delegate: Gordon Gollott, Mayor
First Alternate: Mary Martin, Councilwoman At Large
Second Alternate: Rusty Anderson, Councilman Ward 4

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **Councilwoman Martin**, seconded by **Councilman Vaughan**, and was adopted by the following vote, to-wit:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

(SEAL)

ATTEST:

APPROVED: June 2, 2015

CITY CLERK

MAYOR



PRESIDENT, MAYOR ALTON SHAW, WESSON
FIRST VICE PRESIDENT, MAYOR JIMMY COCKROFT, KOSCHUSKO • SECOND VICE PRESIDENT, MAYOR JUAN BARNETT, HEIDELBERG

SHARI T. VEAZEY, EXECUTIVE DIRECTOR

ATTENTION CITY CLERK

MML 2015 Election of 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, June 23, 2015, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2015) must identify a voting delegate, along with two alternates. **The list of qualifying candidates is attached.**

To participate in the election, the MML must receive this completed form by June 12, 2015.

Important: All voting delegates & alternates must text the keyword **MML2015** to **95577** in order to qualify as a delegate. Voting delegates will be updated on the status of the election by text message.

City/Town of Cavitation

PLEASE PRINT:

Voting Delegate Name/Title: Mayor Gordon Colloff
Cell Phone Number: 228-238-2691

First Alternate Name/Title: Councilwoman At Large Mary Martin
Cell Phone Number: 228-217-2792

Second Alternate Name/Title: Councilman Rusty Anderson
Cell Phone Number: 228-218-9483

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Ste. 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA short code 95577. You may receive up to 5 message(s) per month of text alerts. Message & Data Rates May Apply. This service is available for phones with text messaging capabilities, and subscribers on AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 95577, email samantha@mmlonline.com, or call +1 6013972009. You may stop mobile subscriptions at any time by text messaging STOP to short code 95577.



PRESIDENT, MAYOR ALTON SHAW, WESSON
FIRST VICE PRESIDENT, MAYOR JIMMY COCKROFT, KOSCIUSKO • SECOND VICE PRESIDENT, MAYOR JUAN BARNETT, HEIDELBERG

SHARI T. VEAZEY, EXECUTIVE DIRECTOR

**2015 Qualifying Candidates
MML 2nd Vice President
May 11, 2015**

The following candidates will be on the ballot for the position of MML 2nd Vice President:

1. Alderman William "Matt" Alford, City of Forest
2. Mayor John Henry Berry, Town of D'Lo
3. Mayor Brian Gomillion, Town of Walnut Grove
4. Mayor Merlin Richardson, Town of Anguilla
5. Alderman Robert Sanders, City of Cleveland

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 104-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of Water & Sewer Adjustments for May 2015 are hereby approved.

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services.

IT IS FURHTER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2015.

MAY 12-13, 2015 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	ADJUSTMENT		LATE CHG	GARBAGE	TAX	TOTAL ADJUSTMENT	REASON FOR ADJUSTMENT
	WATER	SEWER					
883715	\$ 180.19	\$ 190.84	\$ 50.00			\$ 421.03	UNKNOWN
910841	\$ 267.03	\$ 305.73	\$ 50.00			\$ 622.76	UNKNOWN
60073	\$ 13.82	\$ 15.83	\$ 100.00			\$ 129.65	WATER LEAK
911158	\$ 270.75	\$ 309.99	\$ 200.00			\$ 780.74	UNKNOWN
1071	\$ 225.92	\$ 241.74				\$ 467.66	WATER LEAK
10771F	\$ 76.23	\$ 87.27	\$ 50.00			\$ 213.50	METER LEAK
883757	\$ 70.38	\$ 80.58	\$ 50.00			\$ 200.96	WATER LEAK
906417	\$ 106.40	\$ 121.82	\$ 50.00			\$ 278.22	UNKNOWN
60225	\$ 142.33	\$ 162.97				\$ 305.30	METER LEAK
21198	\$ 93.43	\$ 106.98	\$ 100.00			\$ 300.41	WATER LEAK
31289	\$ 81.68	\$ 93.52	\$ 75.00			\$ 250.20	WATER LEAK
930684	\$ 41.69	\$ 47.73				\$ 89.42	WATER LEAK
40248	\$ 55.02	\$ 62.99	\$ 125.00			\$ 243.01	WATER LEAK
895414	\$ 106.23	\$ 121.62	\$ 150.00			\$ 377.85	METER LEAK
873325	\$ 69.30	\$ 79.35				\$ 148.65	WATER LEAK
870389	\$ 132.60	\$ 151.82	\$ 50.00			\$ 334.42	WATER LEAK
30845	\$ 249.31	\$ 285.44	\$ 150.00			\$ 684.75	WATER LEAK
40594	\$ 103.17	\$ 118.12				\$ 221.29	WATER LEAK
TOTAL	\$ 2,285.48	\$ 2,584.34	\$ 1,200.00			\$ 6,069.82	

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 105-2015

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held May 19, 2015 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Gordon Gollott**
 Mary Martin
 Hurley Ray Guillotte
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

ABSENT: **Johnny Jones**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2015.

Councilman Vaughan made the motion to close City Hall from 11:00am to 1:00pm for employee picnic. **Councilwoman Martin** seconded the motion and the vote unanimously carried.

Councilman Guillotte made the motion to authorize the City Manager to proceed with a feasibility study on relocating the Wilson Log Cabin to Shepard State Park. **Councilwoman Martin** seconded the motion and the vote unanimously carried.

Councilwoman Martin made the motion to adjourn the meeting until June 16, 2015 at 6:30 PM. **Councilman Anderson** seconded the motion and the vote unanimously carried.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2015.