

**Bastrop, TX City Council Meeting Agenda**  
**Bastrop City Hall City Council Chambers**  
1311 Chestnut Street  
Bastrop, TX 78602  
(512) 332-8800



---

**October 24, 2017 at 5:30 P.M.**

---

*City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.*

---

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

- 1. CALL TO ORDER**
- 2. EXECUTIVE SESSION (BEGINS AT 5:30 P.M.)**
  - 2A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to conduct interviews and discuss and deliberate the appointment of Associate Judge.
- 3. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**

**CONVENE INTO REGULAR SESSION (6:30 P.M.)**

- 4. PLEDGE OF ALLEGIANCE – Minnie Pineda-Allen, Bastrop Intermediate School**

**TEXAS PLEDGE OF ALLEGIANCE**

*Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

- 5. INVOCATION – Pastor Ben Hitzfeld, Bastrop Christian Church**
- 6. PRESENTATIONS**
  - 6A. A joint resolution of the County of Bastrop and City Council of the City of Bastrop, Texas, recognizing November 11, 2017 as Veterans Day.

- 6B. Receive Presentation on the 2017 Bastrop Area Cruisers Veteran's Day Car Show.
- 6C. Mayor's Report
- 6D. Councilmembers' Report
- 6E. City Manager's Report
- 6F. A Proclamation of the City Council of the City of Bastrop, Texas, recognizing November 3, 2017 as City of Bastrop Arbor Day.

**7. WORK SESSION/BRIEFINGS**

**8. STAFF AND BOARD REPORTS**

- 8A. Receive presentation on the unaudited monthly Financial Report for the period ending Sept. 30, 2017.
- 8B. Receive presentation on the Bastrop Visitor Center's required annual report for FY2017.
- 8C. Receive presentation on the Quarterly Investment Report for the period ending in September 30, 2017.
- 8D. Receive report from Bastrop Economic Development Corporation.

**9. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.*

*To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the consideration of that item.*

*It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.*

**10. CONSENT AGENDA**

*The following may be acted upon in one motion. A Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.*

- 10A. Consider action to approve minutes from the October 10, 2017 meeting.

- 10B. Consider action to approve the second reading of Resolution No. R-2017-79 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.
- 10C. Consider action to approve the second reading of Ordinance 2017-24 of the City Council of the City of Bastrop, Texas, changing the names of three roads in Tahitian Village due to emergency response concerns, being "Haweia Ct" to "Ori Ct", "Koko Ln" to "Nani Ln", and "Lae Ct" to "Reva Ct", within the city limits of Bastrop, Texas, providing a severability clause, establishing an effective date.

**11. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 11A. Consider action to approve the second reading of Ordinance No. 2017-27 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow an Indoor Commercial Amusement Use, for Lot 2 of Hunter's Crossing Subdivision, Section 2-A, located at 201 Hunter's Crossing Boulevard, Suite 14, within the city limits of Bastrop, Texas; providing a severability clause, setting out conditions, and establishing an effective date.
- 11B. Consider action to approve Resolution No. R-2017-84 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Bastrop Art in Public Places and Hunters Crossing Local Government Corporation, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.
- 11C. Consider action to approve a Resolution R-2017-85 of the City Council of the City of Bastrop, Texas approving a license and services agreement between the City of Bastrop, Texas and Tyler Technologies for the purpose of providing Incode public safety application and system software including computer aided dispatch (CAD) and records management system (RMS) and municipal court application and system software in the amount of Two Hundred Nineteen Thousand Two Hundred Ninety-Nine Dollars and 00 cents (\$219,299.00); authorizing the City Manager to execute all necessary documents for the agreement; establishing a repealing clause; and establishing an effective date.

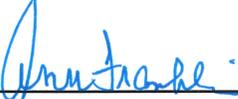
**12. EXECUTIVE SESSION**

- 12A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of four (4) pieces of property in and around the Downtown area.

**13. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**

#### 14. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Friday, October 20, 2017 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

  
\_\_\_\_\_  
Ann Franklin, City Secretary





# STAFF REPORT

**MEETING DATE:** October 24, 2017

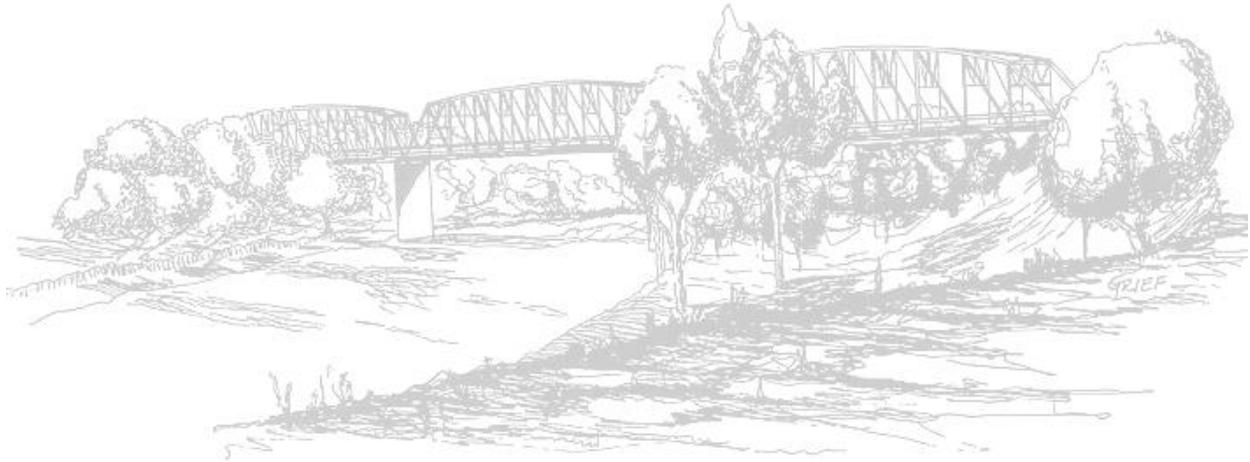
**AGENDA ITEM:** 2A

**TITLE:**

City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to conduct interviews and discuss and deliberate the appointment of Associate Judge.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** October 24, 2017

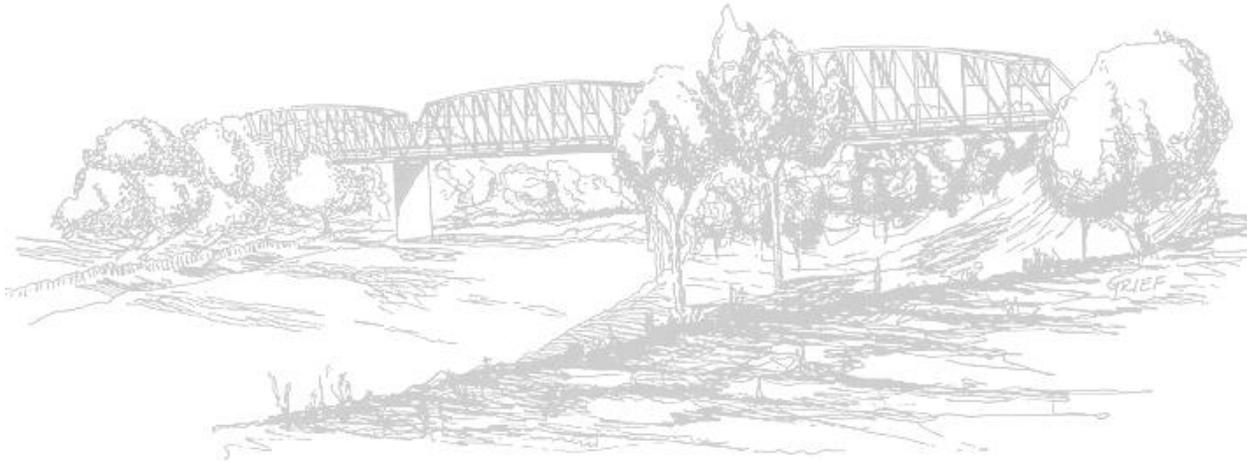
**AGENDA ITEM:** 3

**TITLE:**

Take any necessary or appropriate action on matters posted for consideration in closed/executive session.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 6A

**TITLE:**

A joint resolution of the County of Bastrop and City Council of the City of Bastrop, Texas, recognizing November 11, 2017 as Veterans Day.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager



**Joint Resolution  
Of the  
County of Bastrop and City of Bastrop**

**Veterans Day, November 11, 2017**

**Whereas**, we the Bastrop City Council and the Bastrop County Commissioners Court, come together on Veterans Day to pay tribute to the men and women who serve our great nation with distinction in the United States Armed Forces, both in peace time and in war; and

**Whereas**, on Veterans Day, Americans across this land thank our Veterans for their service in the Army, Navy, Air Force, Marines, and Coast Guard, whether Active Duty, Reserve, or National Guard; and

**Whereas**, on Veterans Day our community expresses a continuing sense of gratitude to those who give so much in the defense of the freedoms which we all enjoy; and

**Whereas**, at this time of special recognition, local Veterans organizations along with the Bastrop Area Cruisers' pay tribute to our Veterans by hosting the Veterans Day Classic Car Show.

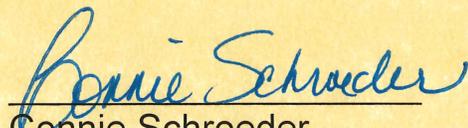
Furthermore, the Red, White, and Blue Veterans of Bastrop County organization will be hosting a banquet to honor our Veterans.

**Now, therefore**, be it resolved that the Bastrop County Commissioners Court and the Bastrop City Council hereby encourage all citizens to join in the celebrations of

**VETERANS DAY, 2017**



Paul Pape  
Bastrop County Judge



Connie Schroeder  
City of Bastrop Mayor



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 6B

**TITLE:**

Receive Presentation on the 2017 Bastrop Area Cruisers Veteran's Day Car Show.

**STAFF REPRESENTATIVE:**

Sarah E. O'Brien, Director of Hospitality & Downtown

**BACKGROUND/HISTORY:**

The Bastrop Area Cruisers Car Club (BAC) was started in 1999 by 26 Bastrop area residents, who loved cars and enjoyed the fellowship of others with the same interest. The general purpose of the club was to be a non-profit organization to preserve, maintain and enjoy antique, classic, and special interest vehicles 20 years old and older for the benefit of its members as well as the public. Also, the club intended to raise funds for local organizations as a non-profit.

BAC now has over 140 members. Members have modern high performance cars such as Corvettes, Mustangs, Camaros, and Challengers as well as antiques, classics, traditional street rods, trucks, and rat rods. Most of their members and spouses are very active in club activities.

The first annual car show started in early fall of 2000 and was held at Loblolly Pines, now Lake Bastrop Lodge. In 2005, a newly formed organization, the Downtown Business Alliance (DBA), working in downtown Bastrop, approached the club to bring the BAC car show to downtown. The club was in agreement with the request and from 2005 - 2010 the BAC worked in partnership with the DBA on the Bastrop Veterans Weekend Car Show. In 2011 to 2014 the BAC show was held in River Bend Park in Smithville and changed the name to Cruisers on the Colorado Car Show. In 2014, the BAC was asked to administer the Bastrop Veterans Weekend Downtown Car Show with the DBA once again. Starting in 2015, the Bastrop Area Cruisers has been the sole host of the entire Bastrop Veterans Weekend Car Show, slated for November 10<sup>th</sup> and 11<sup>th</sup>, 2017 in downtown Bastrop. In 2016, over 350 visitors brought their collector vehicles to Bastrop with the result being the largest and most successful Veterans event ever in its history.

As last year, this year's events will include an expanded Friday night Cruise In including both discounts and music venues at downtown restaurants and other retailers. On Saturday, the very moving and special Veteran's Day procession and ceremony honoring our military will be held in addition to DJ music, the judged car show with 32 classes & awards, raffle, and live & silent auctions. Proceeds from the event primarily go to many local and Texas Veteran's organizations, BHS Auto Tech scholarships and equipment, and other local causes such as the Bastrop Food Pantry, HIS Ministry etc. The BAC website lists recent donation recipients.

This BAC Veterans event would not be possible without the great support through sponsorships and merchandise donations from over 100 local Bastrop area and downtown businesses, which also further enables the generous donations made after the event. It is truly a community supported event!

In 2016 the Main Street Program stepped up to assist the volunteer organizers as an official sponsor of the event, providing logistical, in kind, and staff support. In 2017, City staff continues to support this event through this partnership as opposed to providing Hotel Occupancy Tax funding. We are also excited to announce that Visit Bastrop will be promoting this event through statewide media publications, radio, digital, and billboard advertisements.

The event annual draws thousands of visitors to downtown Bastrop and continues to be a boost to our local economy. The City of Bastrop is looking forward to our continued partnership with the Bastrop Area Cruisers for future events.

**POLICY EXPLANATION:**

N/A

**FUNDING SOURCE:**

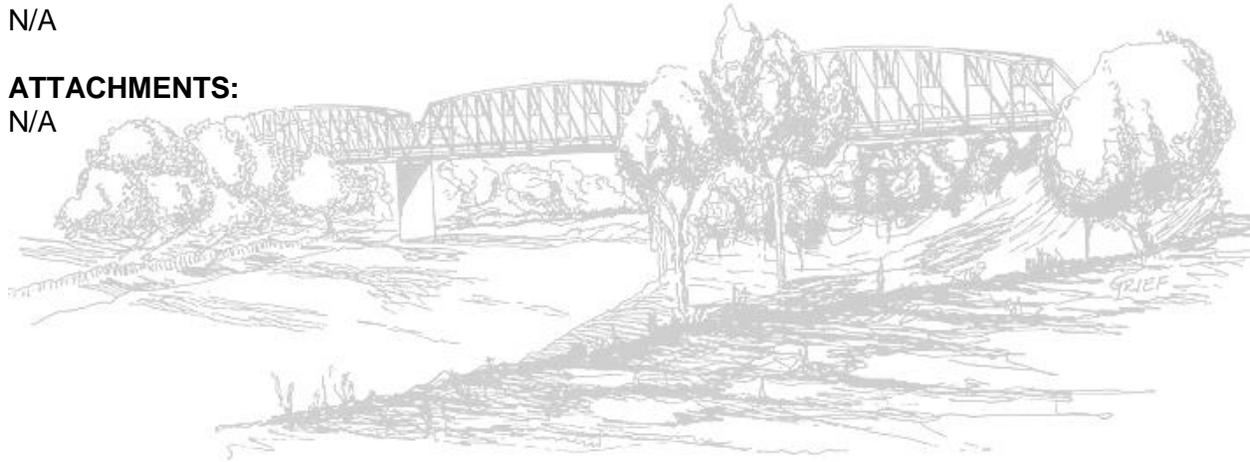
N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

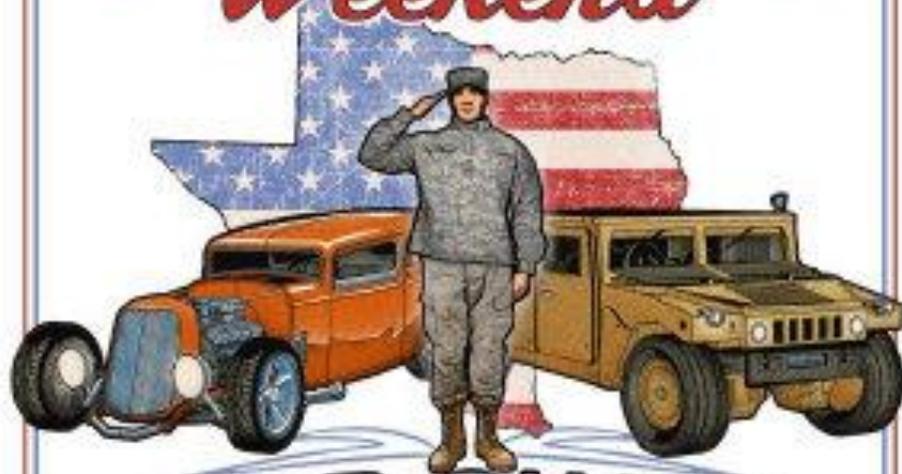
N/A



**BASTROP AREA CRUISERS PRESENTS**

**"HEROES & HOTRODS" BASTROP'S 12th ANNUAL**

# VETERANS *Weekend*



## CAR SHOW

2017

*Bastrop, Texas*



SPONSORED BY  
*Kragh's*  
JEWELRY



**FRIDAY, NOV. 10TH - CRUISE IN 4:00PM**

**SATURDAY, NOV. 11TH - CAR SHOW 7:00AM - 3:00PM**

For online registration go to [BASTROPAREACRUISERS.COM](http://BASTROPAREACRUISERS.COM)

See back for more information

Contact: Tony at 512 936-8107, Bill at 512 340-3013 or Bruce at 314 801-3047

12th ANNUAL **HEROES AND  
HOT RODS**  
CAR SHOW



**FRI. NOV 10**  
\* \* \*  
**SAT. NOV 11**

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ **BASTROP, TX** ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

# Veterans Day Weekend Pandora Ad

Now Playing My Stations  pandora [Get Premium](#)

Shuffle



**BASTROP, TX**

12th ANNUAL **HEROES AND HOT RODS** CAR SHOW

FRI. NOV. 10 SAT. NOV. 11

VISITBASTROP.COM

\*\*\*★\*\*\*

The Final Countdown  
Europe - Super Hits



 Find out more about Europe 



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 6C

**TITLE:**  
Mayor's Report

**STAFF REPRESENTATIVE:**  
Lynda Humble, City Manager

**ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:**

- October 11
  - Ribbon cutting – Consilina Pizzeria
  - Imagine the Possibilities Broker Tour
- October 12
  - Ribbon cutting – Della's Barbeque
  - 12<sup>th</sup> Annual Bluebonnet Scholarship Event
  - Bastrop Chamber After Hours event – thanks First National Bank
- October 16
  - Ribbon Cutting – AAMCO
  - BEDC Monthly meeting
- October 17 – National Night Out



**Request for help:**

Mina elementary has a “College Days” event on November 8<sup>th</sup>. The goal is for each student to have a college shirt to wear. If you have a college shirt you can spare or if you wish to donate – please contact Assistant Principal Emily Allen

**Sharing a Thank You!**

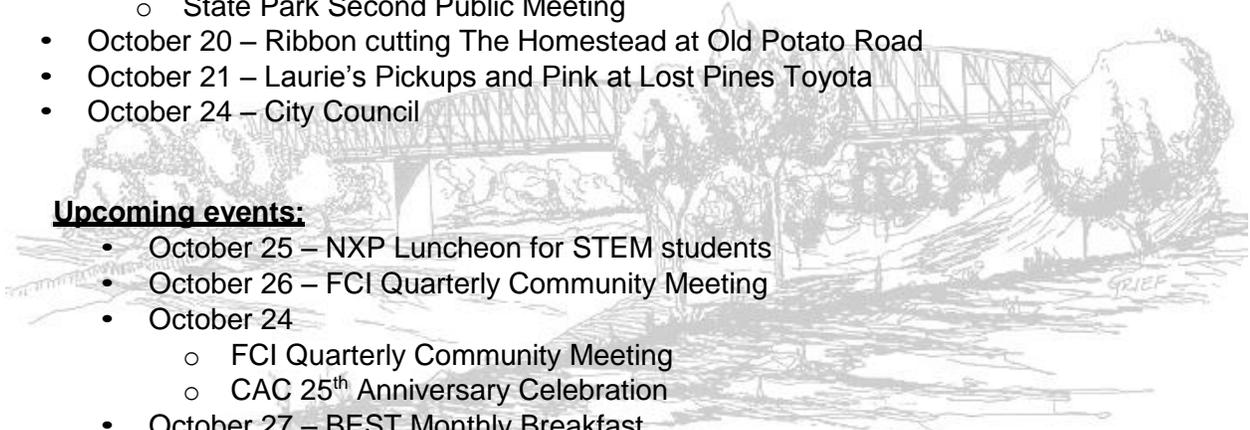
Mrs. Minerva Delgado Lopez sent the entire City of Bastrop a touching Thank You note. We have received several calls, emails and letters from the community for the Mina Ward event on Sept. 23

My Mayor’s report was turned in on October 18, the meetings/events I plan to attend between now and the Council meeting include:

- October 19
  - Pulse on Policy Luncheon
  - State Park Second Public Meeting
- October 20 – Ribbon cutting The Homestead at Old Potato Road
- October 21 – Laurie’s Pickups and Pink at Lost Pines Toyota
- October 24 – City Council

**Upcoming events:**

- October 25 – NXP Luncheon for STEM students
- October 26 – FCI Quarterly Community Meeting
- October 24
  - FCI Quarterly Community Meeting
  - CAC 25<sup>th</sup> Anniversary Celebration
- October 27 – BEST Monthly Breakfast
- October 28 – Paint the Pines Purple event “The Summit” (Family Crisis Center)
- October 30 – Ribbon Cutting at Fresenius Medical Care East
- October 31 – Trick Treat Trail from 5-8 pm at Fisherman’s Park
- November 1
  - Dedication of Bastrop County ESD #2, Fire Station No. 4
  - November Chamber Luncheon
  - American Planning Conference in Frisco
- November 2 – I’ll be at the APA Conference, please attend Farm Street Opry
- November 3 – I’ll be at the APA Conference, please attend First Friday Art Walk
- November 6 – Girl Scout Troop Tour of City Hall
- November 7 – Election Day!
- November 9 – First Annual Board and Commission Appreciation Banquet
- November 10 – Veterans Weekend Car Show, Cruise in Friday
- November 11 – Veterans Car Show and Red, White and Blue Veterans Banquet
- November 13 – Ribbon cutting Strategic Capital
- November 14 – City Council





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 6D

**TITLE:**

Councilmembers' Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** October 24, 2017

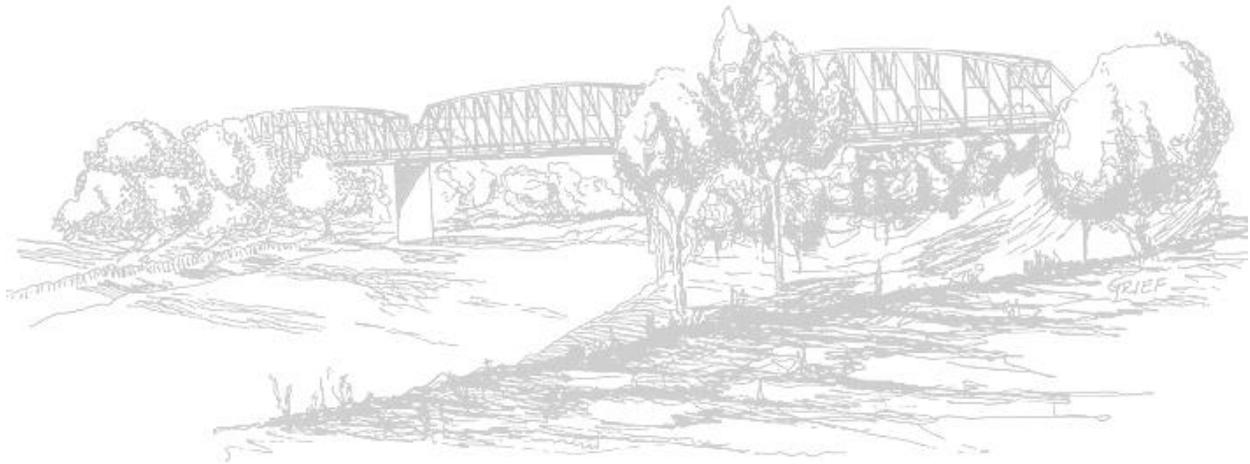
**AGENDA ITEM:** 6E

**TITLE:**

City Manager's Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** October 24, 2017

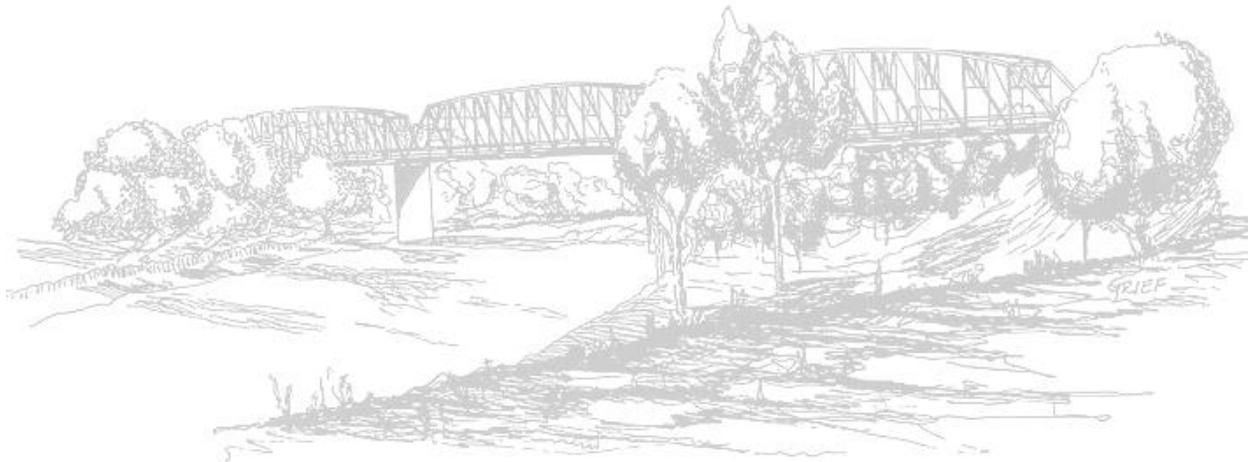
**AGENDA ITEM:** 6F

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 3, 2017 as City of Bastrop Arbor Day.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager



# P

# ROCLAMATION



**BASTROPTX**  
Heart of the Lost Pines / Est. 1832

**WHEREAS,** *Arbor Day is observed throughout the world in many languages and cultures; and*

**WHEREAS,** *trees are a renewable resource providing us with paper, wood for our homes, fuel for our fires and countless other wood products; and*

**WHEREAS,** *trees provide environmental benefits by providing shade for people and our buildings, removing air pollution, abating storm water runoff and providing wildlife habitat; and*

**WHEREAS,** *trees in our town increase property values, enhance the economic vitality of business areas, and beautify our parks and streets; and*

**WHEREAS,** *trees, wherever they are planted, are a source of joy and enjoyment.*

**NOW, THEREFORE, BE IT PROCLAIMED,** *that I, Mayor Connie Schroeder, do hereby proclaim November 3, 2017 as ARBOR DAY in the city of Bastrop and I do thereby encourage all citizens to cherish our trees and recognize their important role in the environment.*

**IN WITNESS WHEREOF,** *I have set my hand and caused the seal of the City of Bastrop to be affixed this 24<sup>th</sup> day of October, 2017.*

---

*Connie B. Schroeder, Mayor*



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 8A

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2017.

**STAFF REPRESENTATIVE:**

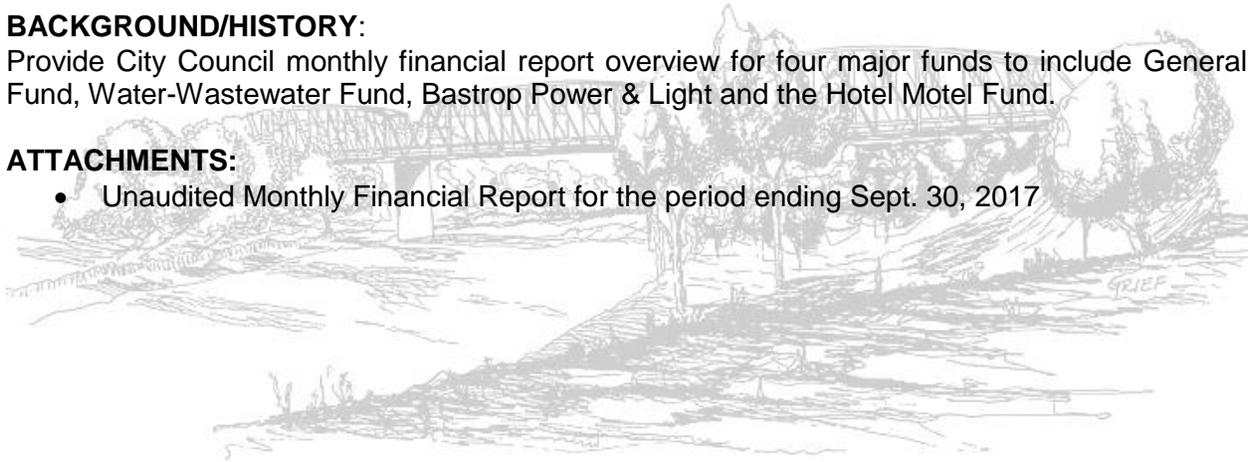
Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

Provide City Council monthly financial report overview for four major funds to include General Fund, Water-Wastewater Fund, Bastrop Power & Light and the Hotel Motel Fund.

**ATTACHMENTS:**

- Unaudited Monthly Financial Report for the period ending Sept. 30, 2017



# CITY OF BASTROP, TEXAS

## MONTHLY FINANCIAL REPORT FOR PERIOD ENDING September 30, 2017 Preliminary



## Highlights for this reporting period as of Sept. 30, 2017

### General Fund:

- City Economic Development Incentives:

<u>Agreement with</u>	<u>Effective Date</u>	<u>Original Amount</u>	<u>Remaining Balance YTD</u>
Schulman Theaters	March 7, 2012	\$200,000 or 7 Years	\$38,797
Bastrop Retail Partners (Burleson Crossing)	August 30, 2007	\$7,370,694 or 15 Years	\$2,671,783

# Legal fees by Attorney/Category

AS OF Sept. 30, 2017

FIRM	CASE	FY14-15	FY15-16	FY16-17
<b>JC BROWN</b>				
	General Legal	\$ 335,518	\$ 279,242	\$ -
	Water permit	\$ 16,698	\$ 39,856	\$ -
	Vandiver	\$ 10,356	\$ 9,275	\$ -
<b>BUNDREN</b>				
	Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ 83,620
	Vandiver	\$ 3,393	\$ 79,951	\$ 2,343
	Aqua CCN	\$ 13,005	\$ 21,735	\$ 12,898
	Red Light Camera Sui	\$ 5,822	\$ 60,279	\$ -
<b>TERRELL LAW FIRM</b>				
	Water permit	\$ 61,015	\$ 482,815	\$ 37,630
Reimburse Council				
	General Legal	\$ -	\$ -	\$ 6,939
<b>DAVID BRAGG, P.C.</b>				
	General legal	\$ -	\$ 8,603	\$ 48,215
	Vandiver	\$ -	\$ -	\$ 9,640
	Water Permit	\$ -	\$ -	\$ 3,120
	Pine Forest Interlocal			\$ 3,560
<b>TAYLOR, OLSON, ADKINS, SRALLA &amp; ELAM, LLP</b>				
	Red Light Camera Sui	\$ -	\$ 1,246	\$ 443
<b>Total Legal</b>		\$ 535,544	\$ 1,683,801	\$ 208,408

Row Labels	Sum of FY14-15	Sum of FY15-16	Sum of FY16-17
Aqua CCN	\$ 13,005	\$ 21,735	\$ 12,898
General Legal	\$ 335,518	\$ 287,845	\$ 55,154
Pine Forest Interlocal	\$ 89,738	\$ 700,800	\$ 87,180
Red Light Camera Suit	\$ 5,822	\$ 61,525	\$ 443
Vandiver	\$ 13,749	\$ 89,226	\$ 11,983
Water permit	\$ 77,713	\$ 522,671	\$ 40,750
<b>Grand Total</b>	<b>\$ 535,544</b>	<b>\$ 1,683,801</b>	<b>\$ 208,408</b>

**CITY OF BASTROP**  
**SUMMARY OF REVENUES AND EXPENDITURES**  
*AS OF September 30, 2017*

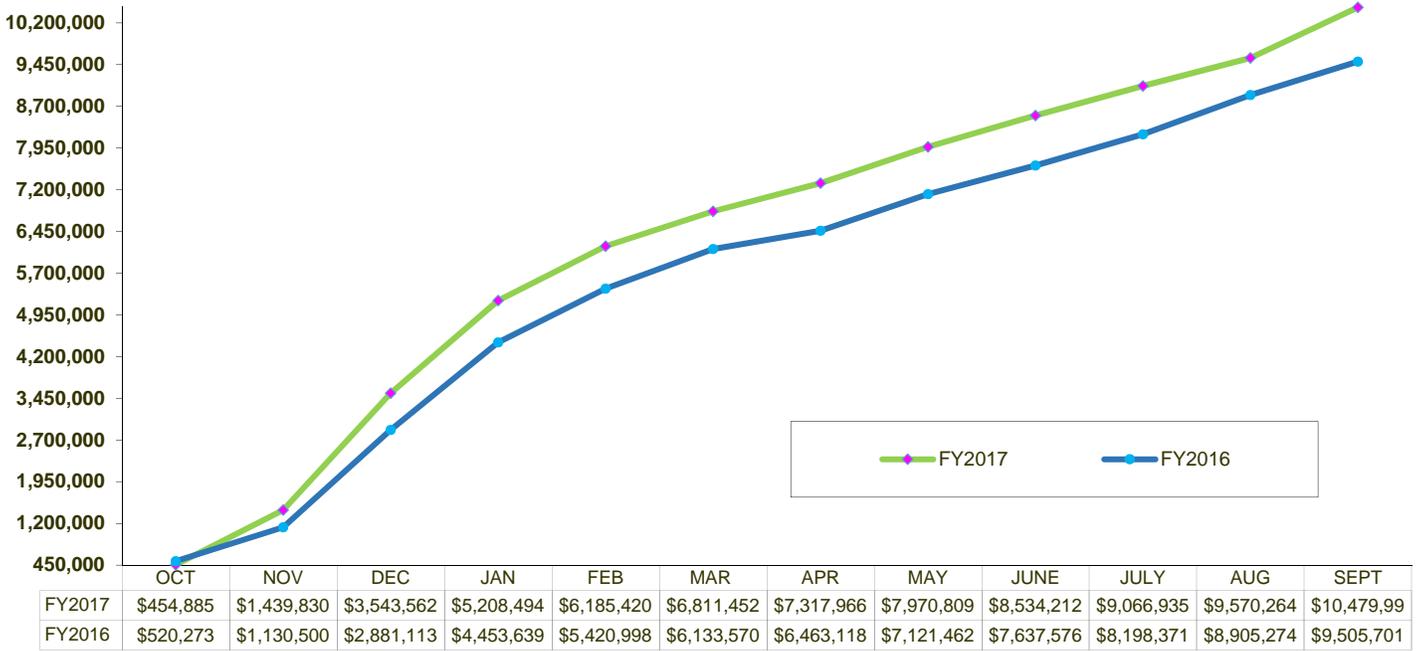
**Fiscal year 2017 is 11 month or 92% completed**

	<b>FY 16-17 Budget*</b>	<b>FY 16-17 YTD Actual</b>	<b>% of Budget</b>
<b>Revenues</b>			
General Fund	\$ 10,450,660	\$ 10,479,999	100.2%
W/WW Fund	\$ 4,539,243	\$ 5,037,168	111%
Electric Fund	\$ 6,999,250	\$ 7,092,706	101.3%
Hotel Motel Fund	\$ 2,882,000	\$ 2,776,262	96%
<b>Expenditures</b>			
General Fund	\$ 11,602,506	\$ 10,449,032	90%
W/WW Fund	\$ 5,874,335	\$ 4,611,167	78%
Electric Fund	\$ 7,696,181	\$ 6,520,660	85%
Hotel Motel Fund	\$ 2,563,759	\$ 2,362,753	92%

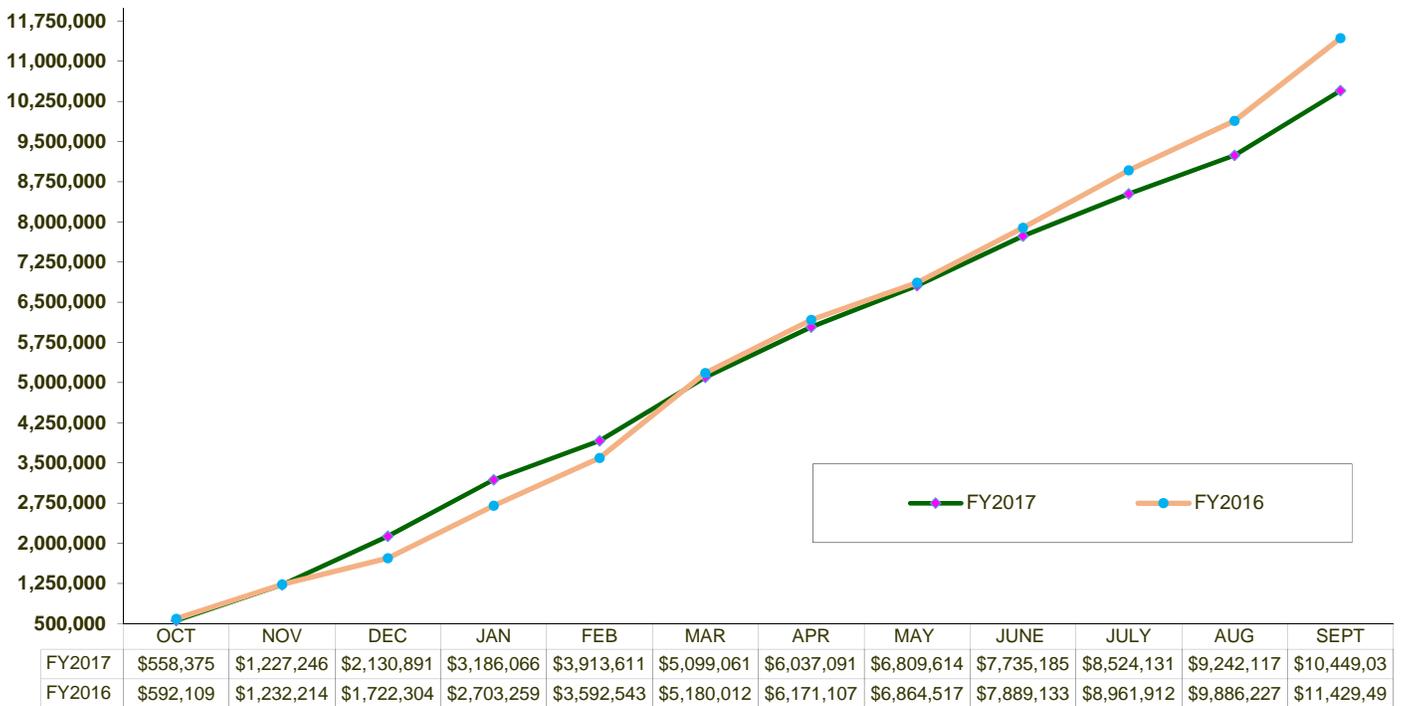
\*Budget amounts reflect any budget **amendments** approved by Council during the Fiscal Year

# GENERAL FUND REVENUE & EXPENDITURES AS OF Sept. 30, 2017

## FY 2016 & 2017 Revenues



## FY 2016 & 2017 Expenditures

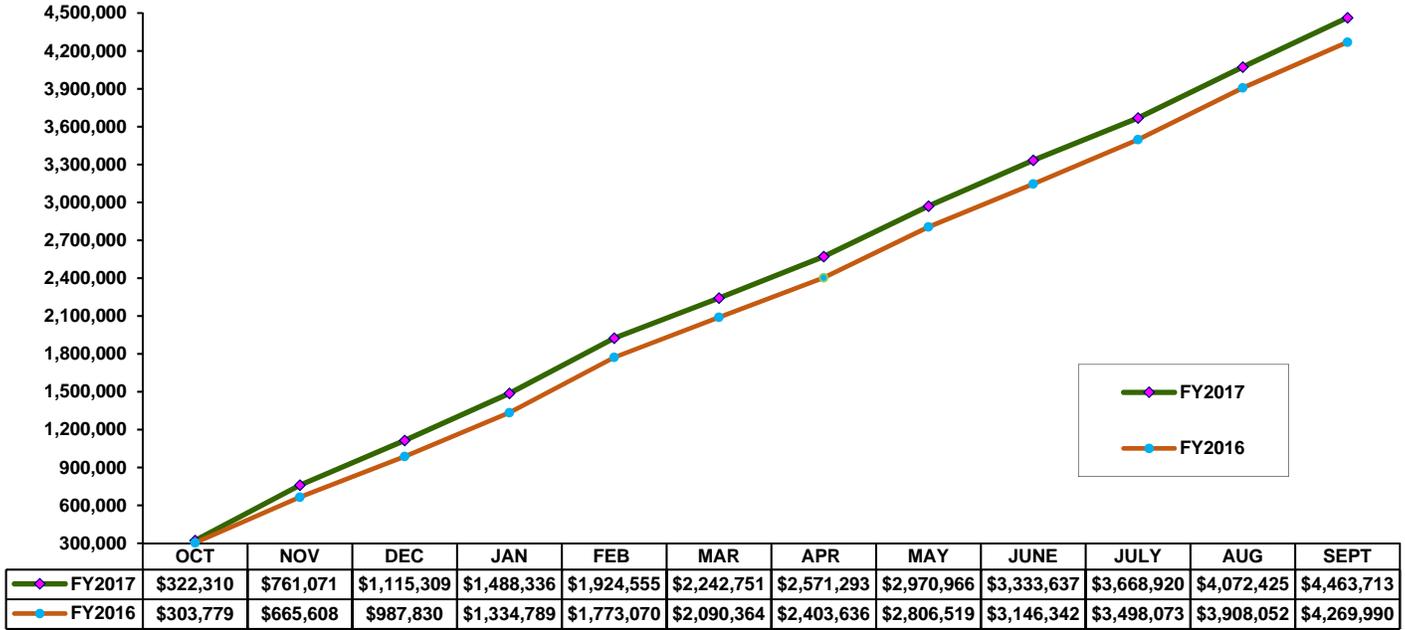


# GENERAL FUND REVENUE

AS OF Sept. 30, 2017

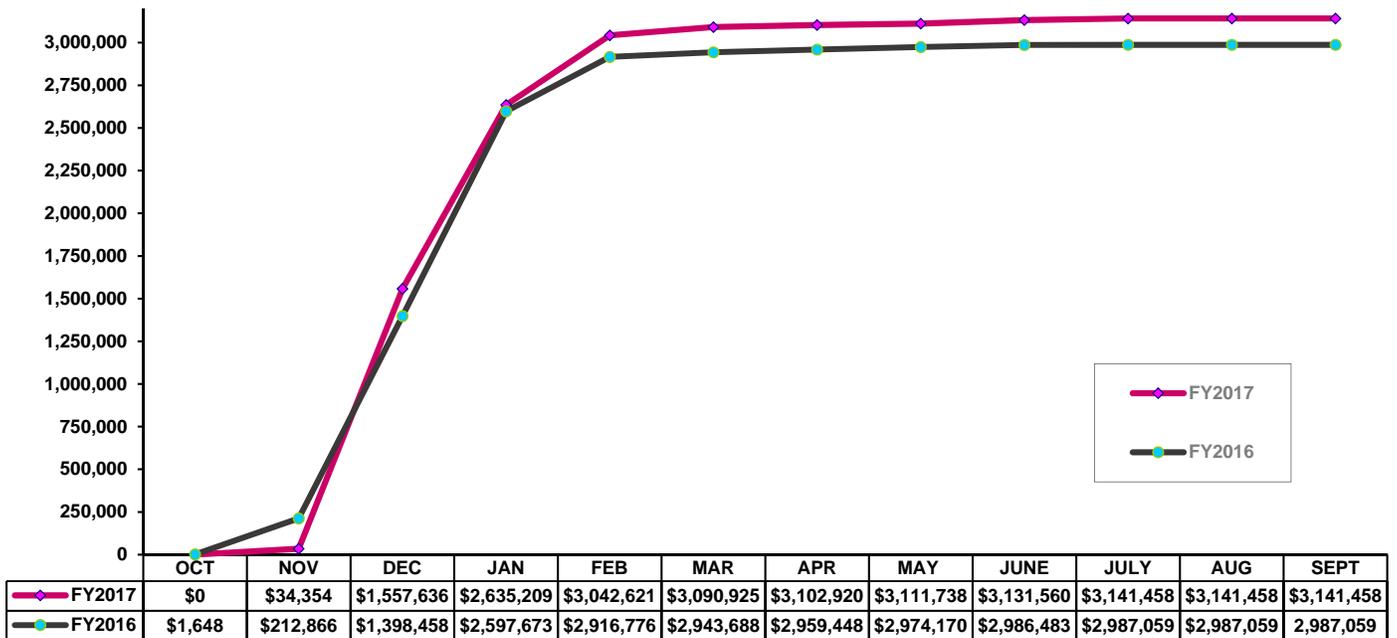
FY2017 Budgeted \$4,456,850

## Sales Tax



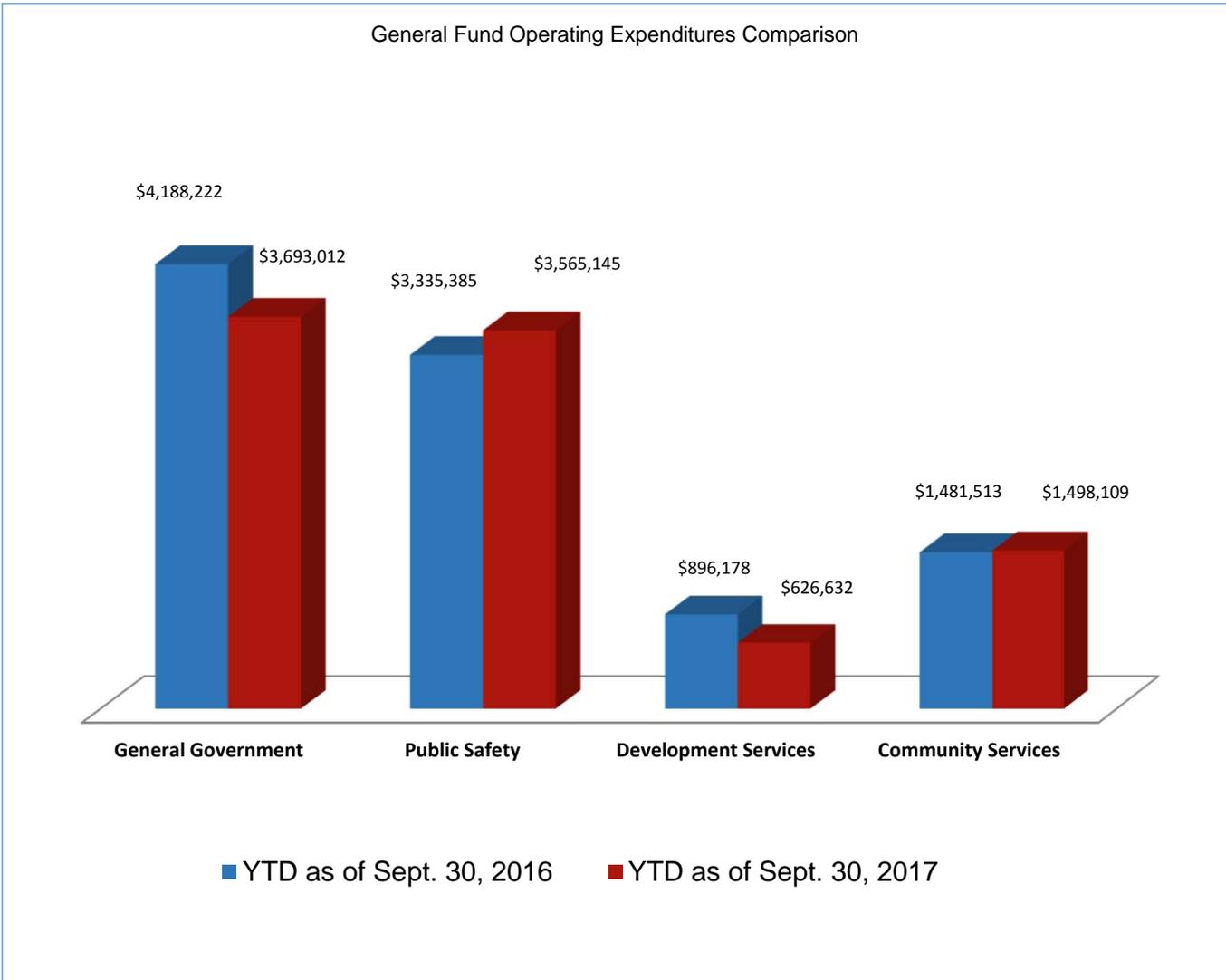
## Ad Valorem Taxes

FY2017 Budget \$3,131,361



# GENERAL FUND EXPENDITURES

AS OF Sept. 30, 2017

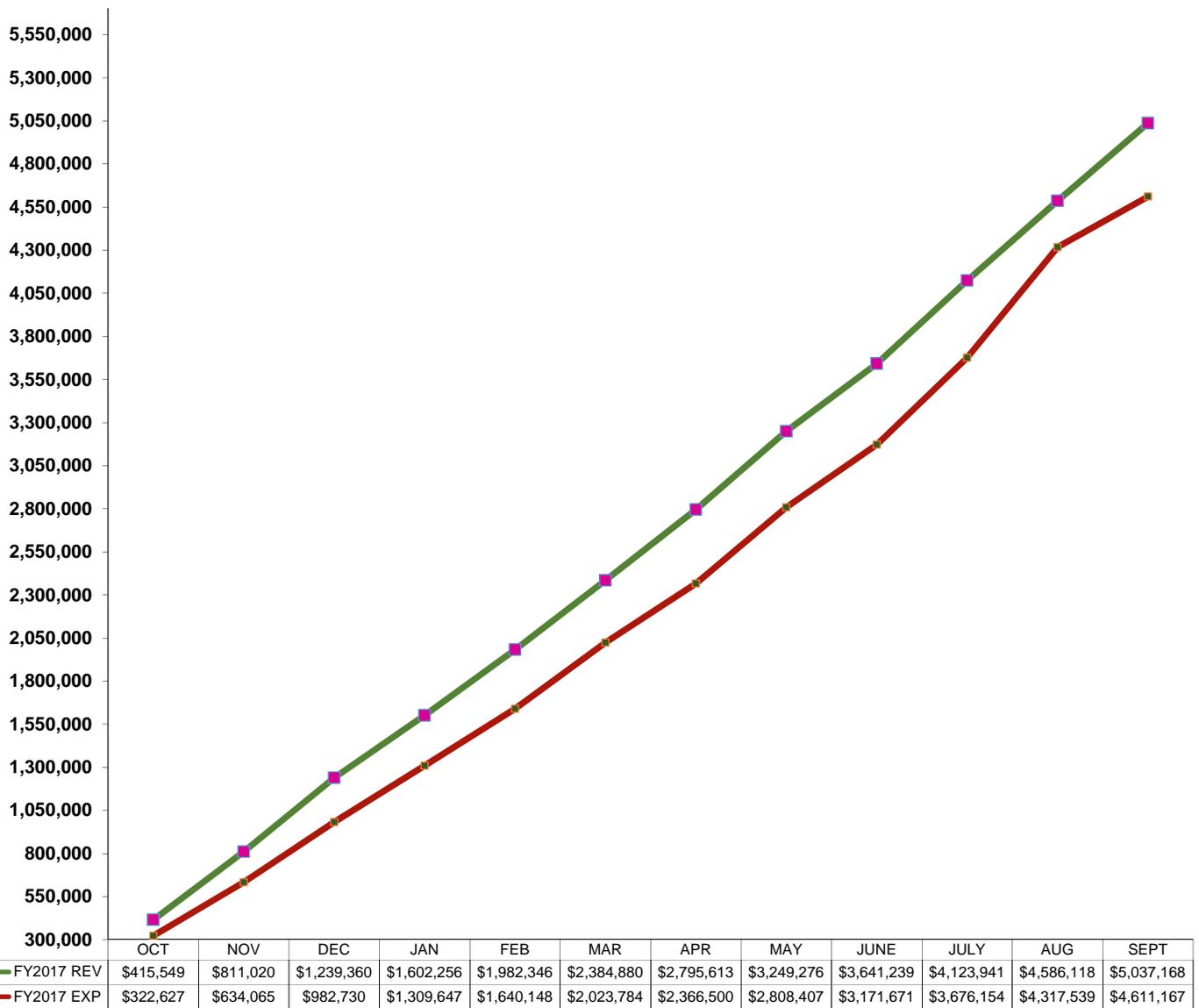


- General Government includes Legislative, Organizational, City Manager, City Secretary, Finance, Human Resources, Information Technology, Public Works, and Building Maintenance
- Public Safety includes Police Department, Fire Department, and Municipal Court
- Development Services includes the Planning Department
- Community Services includes Recreation, Parks, and Library

# WATER WASTEWATER FUND REVENUE & EXPENDITURES

AS OF Sept. 30, 2017

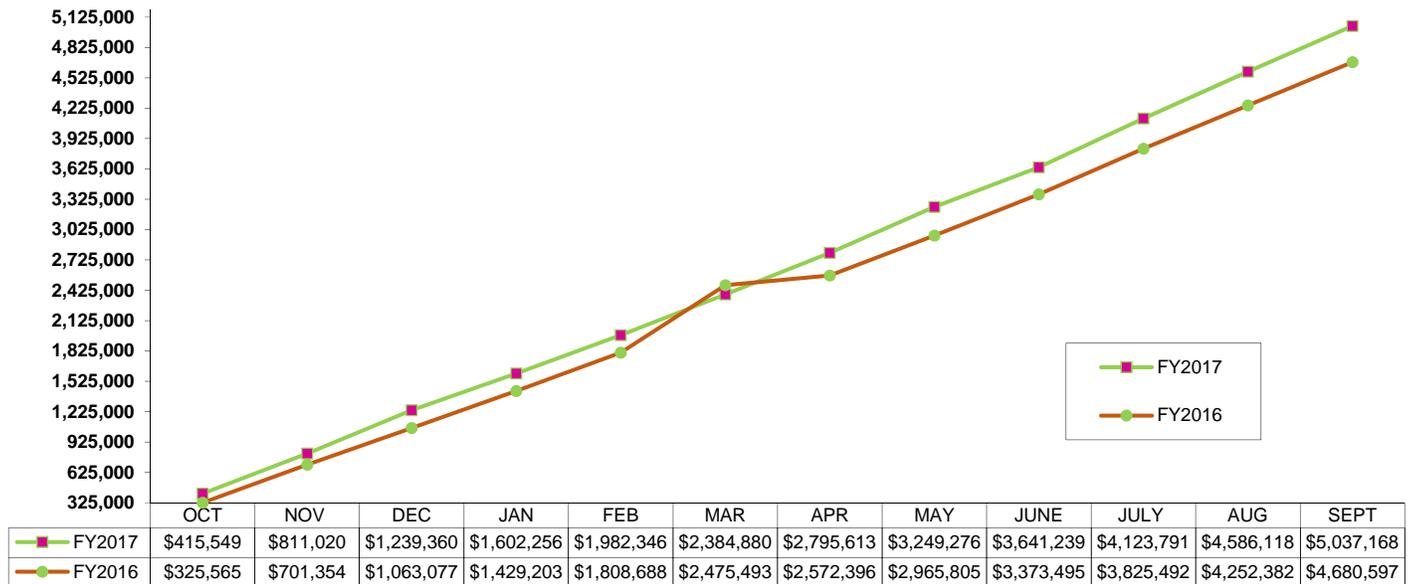
- ❖ Water/ Wastewater Fund Revenues Year-to-date (YTD) as of Sept. 30, 2017 are \$5,037,168 or 111% of the budgeted amount.



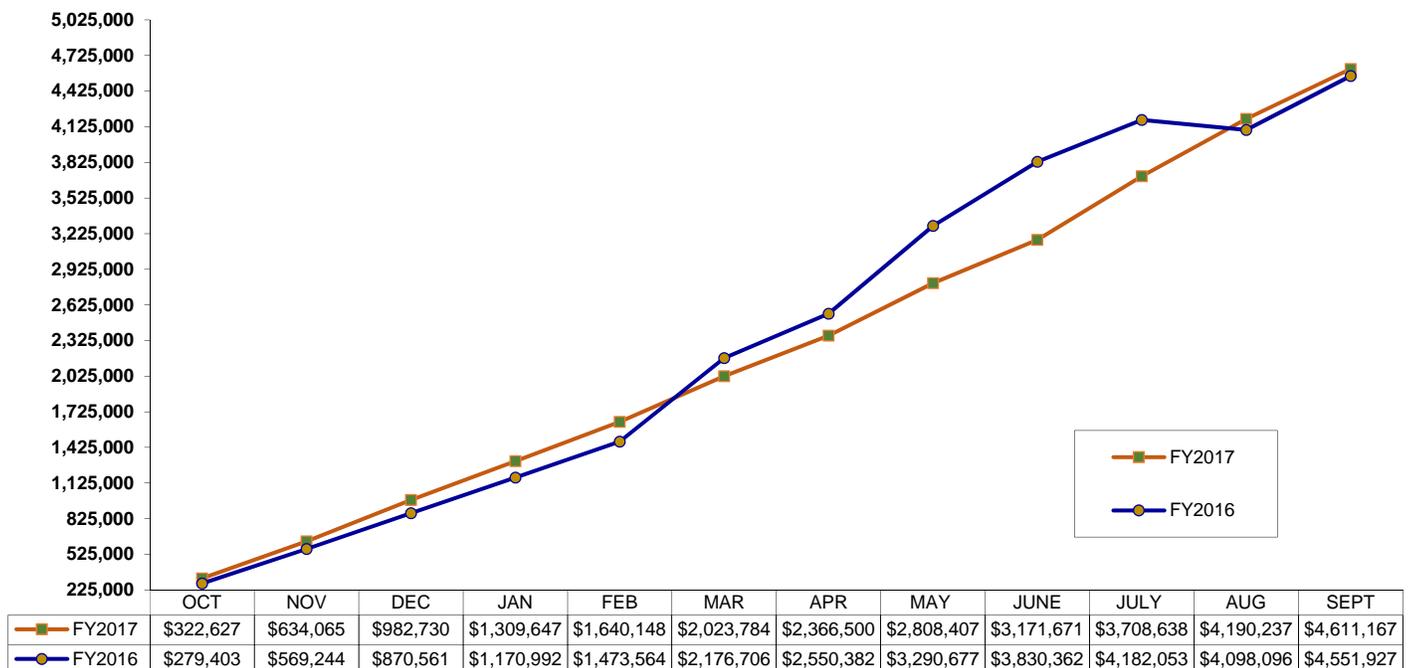
# WATER WASTEWATER FUND REVENUE & EXPENDITURES

AS OF Sept. 30, 2017

## FY 2016 & 2017 Revenues



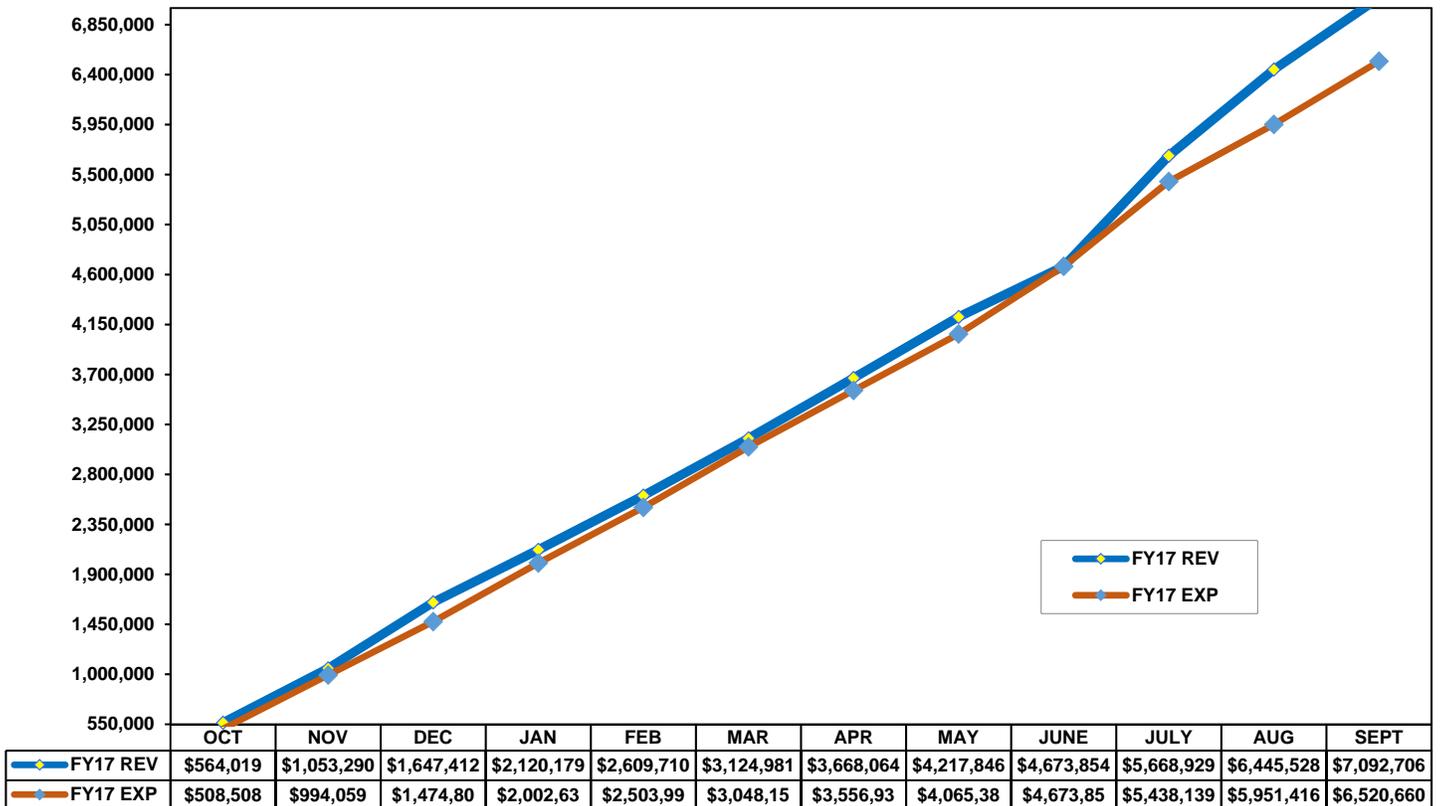
## FY 2016 & 2017 Expenditures



# BASTROP POWER AND LIGHT / ELECTRIC FUND REVENUE & EXPENDITURES

AS OF Sept. 30, 2017

- ❖ Electric Fund Revenues Year-to-date (YTD) as of Sept. 30, 2017 are \$7,092,567 or 101% of the FY2017 adopted budget.



# HOTEL MOTEL TAX REVENUE FUND

## REVENUE AND EXPENDITURES

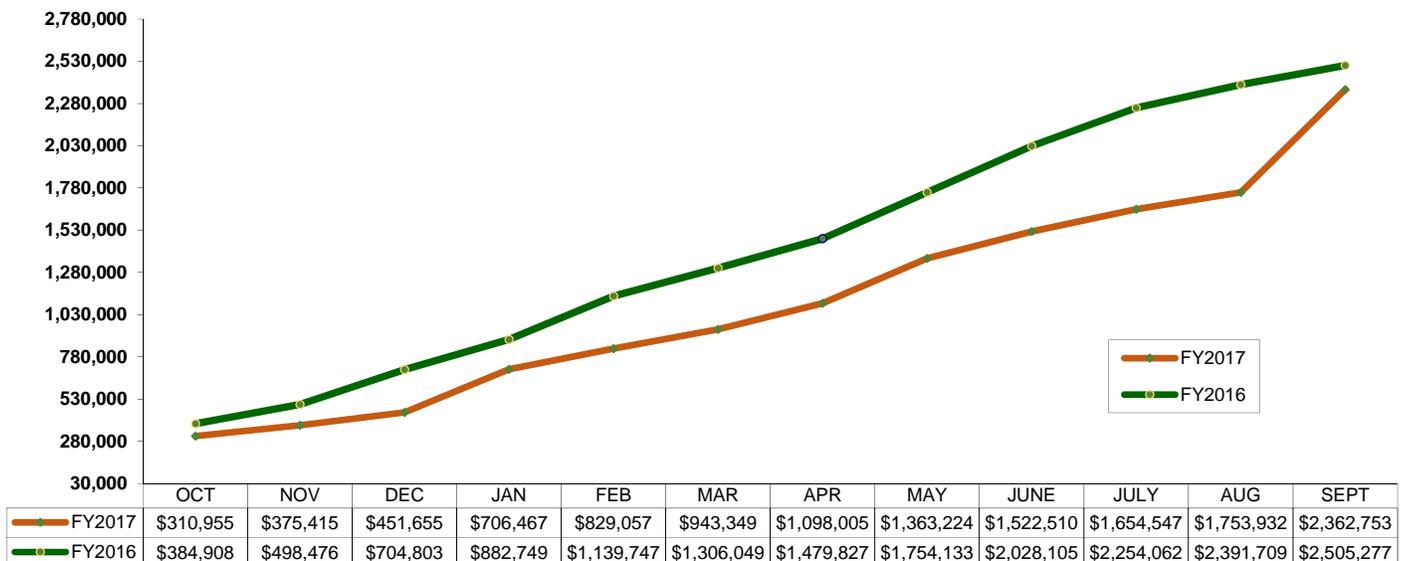
AS OF Sept. 30, 2017

- ❖ Revenues as of Sept. 30, 2017 represent YTD earned revenue of \$2,776,185 which is 96% of budgeted revenue. The amount in September is an estimate. We do not receive all FY17 revenue until end of October.
- ❖ Expenses in October are increased due to the one-time disbursement of funds to Hotel Motel funded organizations.
- ❖ In September we paid Visit Bastrop the amount authorized for transition in the contract.

### Revenue (Month to Month comparison)



### Expenses (YTD comparison)





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 8B

**TITLE:**

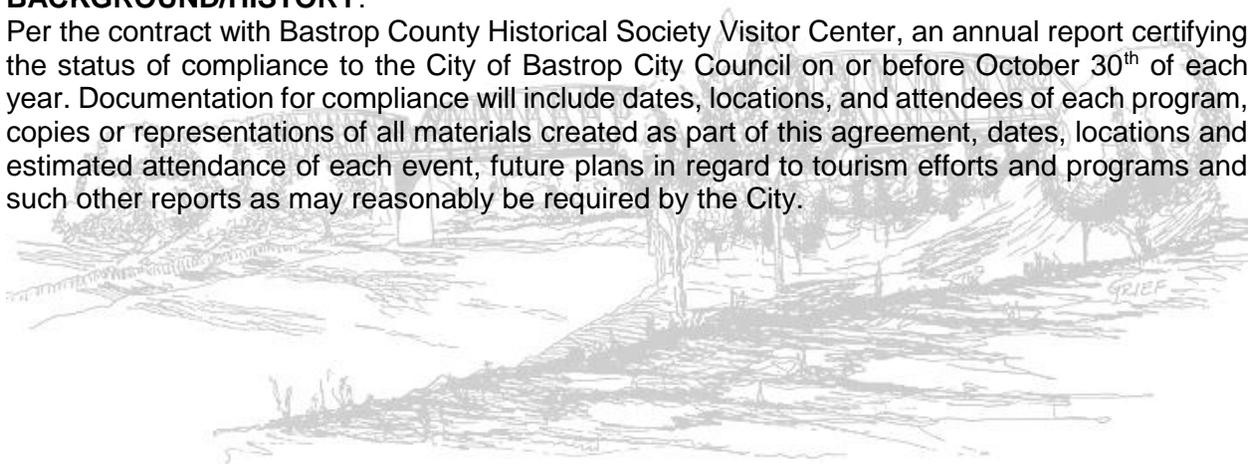
Receive presentation on the Bastrop Visitor Center's required Annual Report for FY2017.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**BACKGROUND/HISTORY:**

Per the contract with Bastrop County Historical Society Visitor Center, an annual report certifying the status of compliance to the City of Bastrop City Council on or before October 30<sup>th</sup> of each year. Documentation for compliance will include dates, locations, and attendees of each program, copies or representations of all materials created as part of this agreement, dates, locations and estimated attendance of each event, future plans in regard to tourism efforts and programs and such other reports as may reasonably be required by the City.





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 8C

**TITLE:**

Receive presentation on the Quarterly Investment Report for the period ending in September 30, 2017.

**STAFF REPRESENTATIVE:**

Tracy Waldron, Chief Financial Officer

**POLICY EXPLANATION:**

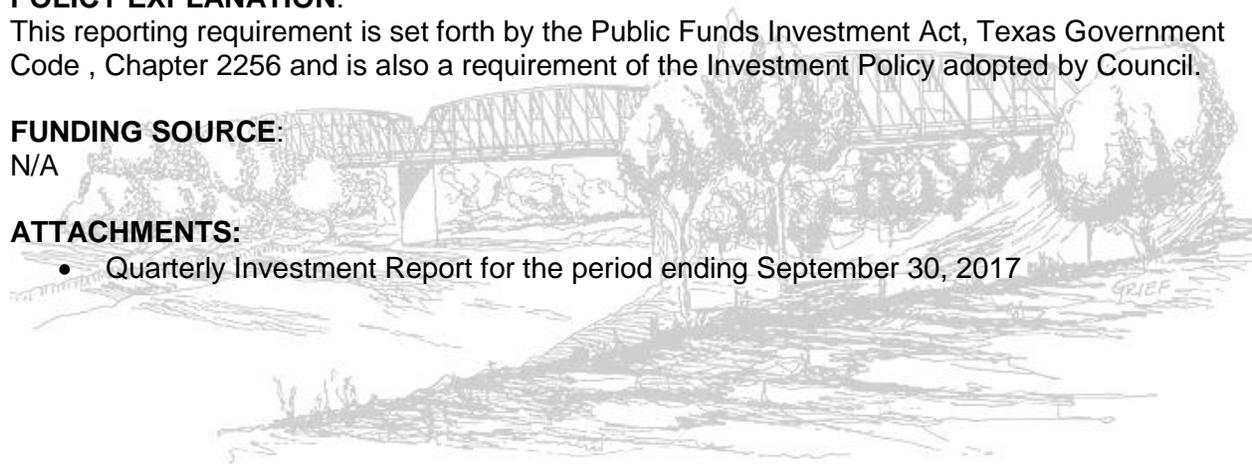
This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code , Chapter 2256 and is also a requirement of the Investment Policy adopted by Council.

**FUNDING SOURCE:**

N/A

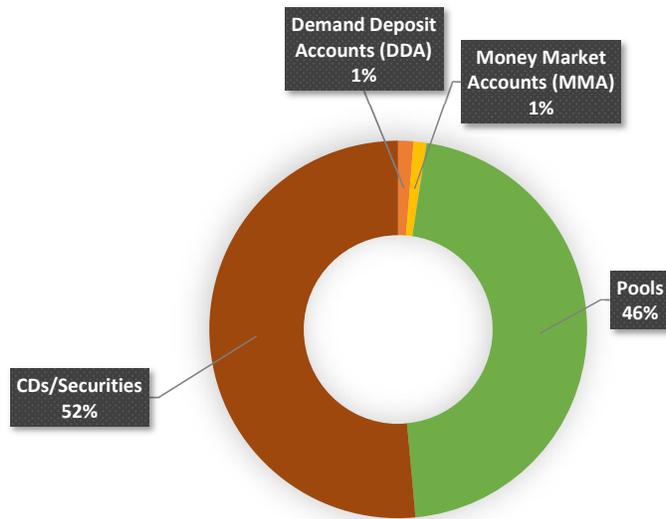
**ATTACHMENTS:**

- Quarterly Investment Report for the period ending September 30, 2017



**City of Bastrop**  
**Quarterly Investment Report**  
**Portfolio Summary**  
 period ending September 30, 2017

Investments Description	September 30, 2017		June 30, 2017		QTD	YTD	Weighted
	Book Value	Market Value	Book Value	Market Value	Interest Earned	Interest Earned	Average Maturity
Demand Deposit Accounts (DDA)	\$ 207,850	\$ 207,850	\$ 372,283	\$ 372,283	\$ 2,324	\$ 6,451	0.01
Money Market Accounts (MMA)	\$ 272,927	\$ 272,927	\$ 313,303	\$ 313,303	\$ 504	\$ 847	0.01
Pools	\$ 9,666,681	\$ 9,666,681	\$ 13,150,955	\$ 13,150,955	\$ 29,121	\$ 114,877	0.46
CDs/Securities	\$ 14,745,173	\$ 14,726,035	\$ 14,680,078	\$ 14,665,860	\$ 33,381	\$ 133,574	66.06
<b>Total Investments</b>	<b>\$ 24,892,631</b>	<b>\$ 24,873,492</b>	<b>\$ 28,516,618</b>	<b>\$ 28,502,401</b>	<b>\$ 65,330</b>	<b>\$ 255,749</b>	<b>66.55</b>



*The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.*

Prepared by:

Tracy Waldron  
 Tracy Waldron, Chief Financial Officer

City of Bastrop

Detail of Investment Holdings

period ending September 30, 2017

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	Jun. 31, 17 Market Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	September 30, 2017 Book Value	September 30, 2017 Market Value
DDA	FNB-Pooled Cash		0.00%	04/01/2017	\$ 372,283			\$ 207,850	\$ 207,850
MMA	FNB-Escrow Acct			04/01/2017	\$ 250,121			\$ 250,277	\$ 250,277
MMA	FNC-Dreyfus			04/01/2017	\$ 54,231			\$ 11,103	\$ 11,103
MMA	MBS-MM Acct			04/01/2017	\$ 8,951			\$ 11,547	\$ 11,547
Pools	Texpool			04/01/2017	\$ 3,752,886			\$ 1,758,843	\$ 1,758,843
Pools	Texas Class			04/01/2017	\$ 4,072,832			\$ 3,445,986	\$ 3,445,986
Pools	Texas Term			04/01/2017	\$ 5,325,237			\$ 4,461,852	\$ 4,461,852
Security	FHLM	3134GA4M3	1.13%	02/21/2020	\$ 499,775			\$ -	\$ -
Security	FHLM	3134GA4T8	1.13%	02/28/2020	\$ 499,790			\$ 499,181	\$ 499,900
Security	FHLMC	3134GATV6	1.73%	10/28/2019	\$ 748,305			\$ 748,797	\$ 748,755
Security	FHLMC	3134GALS1	1.51%	09/12/2019	\$ 496,120			\$ 498,122	\$ 495,865
Security	FHLMC	3134GATH7	1.43%	04/28/2020	\$ -	\$ 499,486		\$ 499,486	\$ 494,970
CD	FNB	74778	0.70%	11/05/2017	\$ 1,500,000			\$ 1,500,000	\$ 1,500,000
CD	FNC	108622ER8	1.00%	09/15/2017	\$ 244,973		\$ 245,000	\$ -	\$ -
CD	FNC	20361LBQ6	1.00%	09/22/2017	\$ 244,993		\$ 245,000	\$ -	\$ -
CD	FNC	31985HAK2	0.75%	11/03/2017	\$ 244,843			\$ 245,000	\$ 244,983
CD	FNC	33732TAT9	0.75%	11/14/2017	\$ 244,831			\$ 245,000	\$ 244,980
CD	FNC	69478QDB3	0.75%	11/20/2017	\$ 244,816			\$ 245,000	\$ 244,975
CD	FNC	20033ANZ5	1.30%	01/19/2018	\$ 245,399			\$ 245,000	\$ 245,252
CD	FNC	12738RCW2	1.25%	02/12/2018	\$ 100,082			\$ 100,000	\$ 100,058
CD	FNC	04407RAX9	0.85%	02/13/2018	\$ 244,748			\$ 245,000	\$ 244,868
CD	FNC	06414QXX2	1.00%	02/27/2018	\$ 244,735			\$ 245,000	\$ 244,846
CD	FNC	20786ABK0	1.00%	02/28/2018	\$ 245,039			\$ 245,000	\$ 245,034
CD	FNC	88241TAL4	1.00%	03/12/2018	\$ 244,929			\$ 245,000	\$ 244,953
CD	FNC	32112UCC3	1.00%	03/15/2018	\$ 244,613			\$ 245,000	\$ 244,743
CD	FNC	55266CRV0	0.90%	03/26/2018	\$ 189,652			\$ 190,000	\$ 189,757
CD	FNC	PER200CW7	1.05%	05/04/2018	\$ 200,843			\$ 200,000	\$ 200,045
CD	FNC	465076JH1	1.05%	05/04/2018	\$ 244,691			\$ 245,000	\$ 244,765
CD	FNC	02006LA78	1.00%	05/07/2018	\$ 244,410			\$ 245,000	\$ 244,564
CD	FNC	46176PFA8	1.00%	05/04/2018	\$ 244,691			\$ 245,000	\$ 244,765
CD	FNC	981571CD2	1.10%	05/04/2018	\$ 199,752			\$ 200,000	\$ 199,810
CD	FNC	57116ALT3	1.00%	05/07/2018	\$ 244,682			\$ 245,000	\$ 244,757
CD	FNC	845182AM6	1.00%	05/07/2018	\$ 244,684			\$ 245,000	\$ 244,757
CD	FNC	29266N2A4	0.95%	05/07/2018	\$ 244,312			\$ 245,000	\$ 244,493
CD	FNC	59013JNX3	1.00%	05/10/2018	\$ 244,674			\$ 245,000	\$ 244,750
CD	FNC	49306SWN2	1.00%	05/11/2018	\$ 244,667			\$ 245,000	\$ 244,745
CD	FNC	140420ZA1	1.00%	05/11/2018	\$ 244,667			\$ 245,000	\$ 244,745
CD	FNC	05581WGE9	1.05%	05/25/2018	\$ 244,390			\$ 245,000	\$ 244,539
CD	FNC	466682AF8	0.90%	05/29/2018	\$ 244,378			\$ 245,000	\$ 244,527
CD	FNC	74316VEN1	0.90%	05/31/2018	\$ 244,368			\$ 245,000	\$ 244,517
CD	FNC	69413CES4	0.90%	05/31/2018	\$ 244,368			\$ 245,000	\$ 244,520
CD	FNC	307660KA7	0.90%	06/04/2018	\$ 244,351			\$ 245,000	\$ 244,503
CD	FNC	254672F86	1.00%	08/17/2018	\$ 243,942			\$ 245,000	\$ 244,047
CD	FNC	066519CA5	1.00%	08/27/2018	\$ 243,728			\$ 245,000	\$ 243,849
CD	FNC	06425KBR9	1.00%	09/14/2018	\$ 29,837			\$ 30,000	\$ 29,847
CD	FNC	05580AFE9	1.10%	09/17/2018	\$ 245,580			\$ 247,000	\$ 245,676
CD	FNC	084601GN7	1.25%	11/29/2018	\$ 247,266			\$ 248,000	\$ 247,167
CD	FNC	29976DX62	1.25%	11/30/2018	\$ 247,261			\$ 248,000	\$ 247,162
CD	FNC	58403B5P7	1.40%	12/13/2018	\$ 248,746			\$ 249,000	\$ 248,559
CD	FNC	68621KAJ0	1.50%	03/18/2019	\$ 247,829			\$ 248,000	\$ 247,648
CD	FNC	508176CH5	1.60%	03/22/2019	\$ 249,242			\$ 249,000	\$ 249,000
CD	Frontier	501272	0.95%	05/25/2018	\$ 245,587			\$ 245,587	\$ 245,587
CD	FNB	74957	0.80%	06/27/2018	\$ 130,000			\$ 130,000	\$ 130,000
CD	MBS	049060BE5	1.40%	01/14/2019	\$ 248,644			\$ 249,000	\$ 248,475
CD	FNC	02587DM88	1.65%	04/05/2019	\$ 245,409			\$ 245,000	\$ 244,873
CD	FNC	02587CEH9	1.55%	05/03/2019	\$ 247,891			\$ 248,000	\$ 247,373
CD	MBS	71270QQW9	1.60%	05/10/2019	\$ 248,094			\$ 248,000	\$ 247,898
CD	FNC	48126XW35	1.50%	05/17/2019	\$ 248,614			\$ 249,000	\$ 248,482
CD	FNC	949763HU3	1.65%	06/21/2019	\$ 249,197			\$ 249,000	\$ 249,010

**City of Bastrop**

**Detail of Investment Holdings**

**period ending September 30, 2017**

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	Jun. 31, 17 Market Value	Purchase/ Adjustments	Sales/Adjust/ Call/Maturity	September 30, 2017 Book Value	September 30, 2017 Market Value
CD	FNC	856285BZ3	1.70%	06/24/2019	\$ 247,425			\$ 247,000	\$ 247,212
CD	FNC	06740KKN6	1.65%	07/26/2019	\$ -	\$ 56,000		\$ 56,000	\$ 55,983
CD	FNC	33715LAK6	1.75%	06/17/2019	\$ -	\$ 249,000		\$ 249,000	\$ 249,441
CD	FNC	06740KKW6	1.70%	09/27/2019	\$ -	\$ 191,000		\$ 191,000	\$ 191,004
CD	FNC	55266CWX0	1.70%	09/27/2019		\$ 59,000		\$ 59,000	\$ 59,001
TOTAL					\$ 28,502,401	\$ 1,054,486	\$ 490,000	\$ 24,892,631	\$ 24,873,492

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	250,120.59	155.93	0.00	250,276.52	250,175.90
FUND 202 TOTAL		250,120.59	155.93	0.00	250,276.52	250,175.90
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	245,586.66	0.00	0.00	245,586.66	245,586.66
526-00-00-1148	CD - FNB	130,000.00	0.00	0.00	130,000.00	130,000.00
FUND 526 TOTAL		375,586.66	0.00	0.00	375,586.66	375,586.66
2013 COMB REV/TAX BOND						
724-00-00-1100	TEXAS TERM	2,105,171.58	4,434.82	641,731.46CR	1,467,874.94	1,840,145.46
FUND 724 TOTAL		2,105,171.58	4,434.82	641,731.46CR	1,467,874.94	1,840,145.46
CO 2014 SERIES						
725-00-00-1100	TEXAS TERM	3,220,065.70	8,044.36	234,132.69CR	2,993,977.37	3,145,385.92
FUND 725 TOTAL		3,220,065.70	8,044.36	234,132.69CR	2,993,977.37	3,145,385.92
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	372,283.38	8,786,654.35	8,950,544.06CR	208,393.67	583,400.06
991-00-00-1100	TEX POOL	3,752,885.85	666,548.90	2,660,591.36CR	1,758,843.39	2,105,847.38
991-00-00-1105	TEXAS CLASS	4,072,831.78	273,154.08	900,000.00CR	3,445,985.86	3,735,057.22
991-00-00-1135	DREYFUS MM ACCT	54,231.35	511,871.67	555,000.00CR	11,103.02	15,403.61
991-00-00-1136	MULTI-BANK SECUR	8,951.17	1,010,805.40	1,008,209.91CR	11,546.66	184,105.46
991-00-00-1140	CERTIFICATE OF D	1,500,000.00	0.00	0.00	1,500,000.00	1,500,000.00
991-00-00-1141	CERTIFICATE OF D	10,062,000.00	555,000.00	490,000.00CR	10,127,000.00	10,107,141.30
991-00-00-1146	CERTIFICATES OF	497,000.00	0.00	0.00	497,000.00	497,000.00
991-00-00-1147	U.S. AGENCY	2,245,490.98	999,581.59	999,486.11CR	2,245,586.46	2,066,342.90
FUND 991 TOTAL		22,565,674.51	12,803,615.99	15,563,831.44CR	19,805,459.06	20,794,297.93
REPORT TOTALS		28,516,619.04	12,816,251.10	16,439,695.59CR	24,893,174.55	26,405,591.87
=====						



# STAFF REPORT

**MEETING DATE:** October 24, 2017

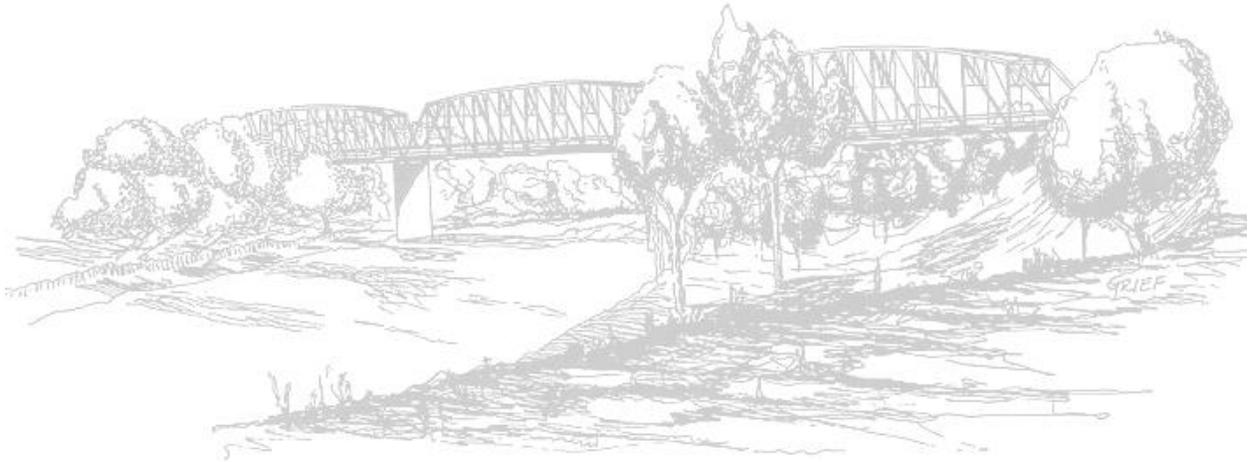
**AGENDA ITEM:** 8D

**TITLE:**

Receive report from Bastrop Economic Development Corporation.

**STAFF REPRESENTATIVE:**

Shawn Kirkpatrick, Executive Director  
Bastrop Economic Development Corporation





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 10A

**TITLE:**

Consider action to approve minutes from the October 10, 2017 meeting.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager  
Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**POLICY EXPLANATION:**

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
  1. State the subject of each deliberation; and
  2. Indicate the vote, order, decision, or other action taken.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve minutes from the October 10, 2017 meeting.

**ATTACHMENTS:**

- October 10, 2017, DRAFT Regular Council Meeting Minutes.

**MINUTES OF REGULAR COUNCIL MEETING  
BASTROP CITY COUNCIL  
October 10, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, October 10, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Schiff and Council Members Jones, Ennis, Nelson and Peterson. Officers present were City Manager Lynda Humble and City Secretary Ann Franklin.

**CALL TO ORDER**

At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

**PLEDGE OF ALLEGIANCE**

Briana Teal, Teacher; Christopher Spooner, Senior; and Michael Hunking, Senior, Bastrop ISD FFA led the Pledge of Allegiance.

Command Senior Chief Jake Burchett, Lieutenant Junior Grade Reno Richard, and Petty Officer First Class Ensign Abegail Henrikson, Cadets from the Bastrop High School NJROTC led the Texas Pledge of Allegiance.

**INVOCATION**

Pastor Bernie Jackson, Trinity Zion Ministries gave the invocation.

**PRESENTATIONS – PART 1 OF 2**

- 4A. A proclamation of the City Council of the City of Bastrop, Texas, recognizing October 10, 2017, as City of Bastrop Custodial Workers Recognition Day.  
**Council Member Nelson read the proclamation into record and presented it to the City of Bastrop Custodial team.**
- 4B. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the week of October 8-14 as Fire Prevention Week for the City of Bastrop.  
**Council Member Ennis read the proclamation into record and presented it to Fire Chief Wobus.**
- 4C. Receive Presentation from Pastor Bernice Jackson regarding Go Purple Days - Domestic Violence Awareness Month.  
**Presentation was made by Pastor Bernice Jackson.**
- 4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing Domestic Violence Awareness Month.  
**Council Member Jones read the proclamation into record and presented it to Pastor Bernice Jackson.**
- 4E. A proclamation of the City Council of the City of Bastrop, Texas recognizing October as National Community Planning Month.  
**Mayor Schroeder read the proclamation into record and presented it to the Planning & Zoning staff and Planning & Zoning Commission members.**

- 4F. Receive Presentation thanking the volunteers that helped make FY17 Tennis Program a success for our community.

**Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job and presented to the recipients.**

**10. INDIVIDUAL CONSIDERATION – PART 1 OF 2**

**(This item was moved to the beginning of the agenda to provide an opportunity for the community to meet and welcome Alan Bojorquez as the City's Attorney.)**

- 10A. Consider action to approve Resolution R-2017-83 of the City Council of the City of Bastrop, Texas, approving terms of engagement with Bojorquez Law Firm, PC; authorizing the Mayor to execute all necessary documents; repealing any resolutions in conflict; and establishing an effective date.

**A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-81, seconded by Council Member Ennis, motion was approved on a 5-0 vote.**

**5. OATH OF OFFICE**

- 5A. Incoming City Attorney Alan Bojorquez

- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
- Signature of official documents, Ann Franklin, City Secretary
- Welcome by Council
- Comments by Mayor Schroeder

**Mayor Schroeder recessed the meeting at 7:06 p.m.**

**RECEPTION FOR NEW CITY ATTORNEY**

**Mayor Schroeder called the meeting back to order at 7:21 p.m.**

**4. PRESENTATIONS – PART 2 OF 2**

- 4G. Mayor's Report

**A Minute With The Mayor** The topic is "Safety", specifically traffic safety. A pedestrian was struck on the sidewalk of Chestnut at Pecan on Saturday, October 7, 2017, thankfully this pedestrian survived. On Monday night, October 9, 2017, there was a fatality, someone was walking along Highway 95 and was struck by a car. The point of this is, "Please Pay Attention, Please Be Safe", texting and answering your phone is not that important. Please reiterate to the kids the importance of being safe.

**ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:**

- **September 28**
  - Retail Visit
  - Ribbon Cutting – Cell Phone Repair (CPR)
- **September 29**
  - BEST Breakfast
- **October 3**
  - National Night Out – (Rescheduled for October 17<sup>th</sup>.)

- **October 3-6**
  - TML Annual Conference in Houston
- **October 6**
  - First Friday Art Walk
- **October 7**
  - Home Depot Annual Safety Event

**Upcoming events:**

- **October 11**
  - Imagine the Possibilities Broker Tour
- **October 12**
  - Ribbon Cutting
  - 12<sup>th</sup> Annual Blue Bonnet Scholarship Golf Tournament and Dinner
  - Tx DOT Open House for FM 812
- **October 16**
  - Monthly BEDC meeting
- **October 19**
  - State Park Public Meeting
- **October 20**
  - Teen Night at Fisherman's Park
- **October 23**
  - Early Voting begins for November 7<sup>th</sup> Election

4H. Councilmembers' Report

**Council Member Peterson**

- **Met with the City Fire Marshall. Stated appreciation for the City Fire Marshall and State Fire Marshall program to provide the elderly and people in need with fire alarms and smoke detectors.**

**Council Member Nelson**

- **September 27<sup>th</sup> attended the TML Region 10 quarterly meeting in Leander.**
- **September 30<sup>th</sup> attended the "Big Truck" event at the Bob Bryant Park.**
- **October 4<sup>th</sup>-6<sup>th</sup> attended the TML Annual Conference in Houston.**

**Council Member Jones**

- **Took a humanitarian trip to Cuba with a thirteen member team. Was very proud to represent the City of Bastrop and to be able to take some relief to this island that has been hit very hard by the hurricane.**

4I. City Manager's Report

**Nothing to report.**

**WORK SESSION/BRIEFINGS**

- 6A. Discuss Partnership between City & Senior Center regarding the FEMA Building scheduled for completion in February 2018.  
**Presentation was made by City Manager, Lynda Humble.**

**STAFF AND BOARD REPORTS**

- 7A. Receive presentation and brief overview from Justin Bragiell, General Counsel with Texas Hotel & Lodging Association (TH&LA), regarding the legal uses of Hotel Occupancy Tax in the State of Texas.  
**Presentation and overview was given by Brian Sullivan, Associate General Counsel with Texas Hotel & Lodging Association.**

#### **WORK SESSION/BRIEFINGS - CONTINUED**

- 6B. Discuss proposed organizational work plan for FY 2018 - 2022.  
**Presentation was made by City Manager, Lynda Humble.**

#### **STAFF AND BOARD REPORTS - CONTINUED**

- 7B. Receive staff presentation on the 2017 Lost Pines Christmas Festival Season.  
**Presentation was made by Main Street Director, Sarah O'Brien.**
- 7C. Receive staff presentation regarding the results of the recent smoke testing performed in the Riverside Grove Subdivision.  
**Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job.**
- 7D. Receive staff presentation on the City's application for funding through the FEMA Hazard Mitigation Grant Program.  
**Presentation was made by City Engineer, Wesley Brandon.**

#### **8. CITIZEN COMMENTS - NONE**

#### **9. CONSENT AGENDA**

**A motion was made by Council Member Nelson to approve Item 9A listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

- 9A. Consider action to approve minutes from the September 19, 26 and 28, 2017 meetings.

#### **10. ITEMS FOR INDIVIDUAL CONSIDERATION – PART 2 OF 2**

- 10B. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2017-27 of the City Council of the City of Bastrop, Texas, Granting a Conditional Use Permit to allow an Indoor Commercial Amusement Use, for Lot 2 of Hunter's Crossing Subdivision, Section 2-A, located at 201 Hunter's Crossing Boulevard, Suite 14, within the city limits of Bastrop, Texas; providing a severability clause, setting out conditions, and establishing an effective date, and move to include the second reading on the October 24, 2017, City Council agenda.  
**Presentation was made by Planning and Zoning Assistant Director, Jennifer Bills**

**The Public Hearing was opened.**

**The Public Hearing was closed.**

**A motion was made by Mayor Pro Tem Schiff to approve the first reading of Ordinance No. 2017-27, seconded by Council Member Nelson, motion was approved on a 5-0 vote.**

- 10C. Consider action to approve the first reading of Ordinance 2017-24 of the City Council of the City of Bastrop, Texas, changing the names of three roads in Tahitian Village due to emergency response concerns, being "Hawea Ct" to "Ori Ct", "Koko Ln" to "Nani Ln", and "Lae Ct" to "Reva Ct", within the city limits of Bastrop, Texas, providing a severability clause, establishing an effective date and move to include the second reading on the October 24, 2017 City Council agenda.

**Presentation was made by Planner and GIS Coordinator, Allison Land.**

**A motion was made by Mayor Pro Tem Schiff to approve the first reading of Ordinance No. 2017-24, seconded by Council Member Jones, motion was approved on a 5-0 vote. Direction was given to the City Attorney to research what can be done to make it as simple and inexpensive as possible for the citizens regarding changing the names of three roads in Tahitian Village.**

- 10D. Item removed prior to posting.

- 10E. Consider action to approve Resolution R-2017-81 of the City Council of the City of Bastrop, Texas approving revised City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date.

**Presentation was made by City Manager, Lynda Humble.**

**A motion was made by Council Member Ennis to approve Resolution No. R-2017-81, seconded by Council Member Peterson, motion was approved on a 5-0 vote.**

- 10F. Consider action to approve the first reading of Resolution No. R-2017-79 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; providing an effective date; and move to include on the October 24, 2017 agenda for second reading.

**Presentation was made by Main Street Director, Sarah O'Brien.**

**A motion was made by Mayor Pro Tem Schiff to approve the first reading of Resolution No. R-2017-79, seconded by Council Member Ennis, motion was approved on a 5-0 vote.**

## **EXECUTIVE SESSION**

**The City Council met at 8:58 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 11A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss positions affiliated with Municipal Court

including reviewing submittals for the Request for Qualifications for an Associate Judge(s) and the position of Prosecutor.

- 11B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with Special Counsel to the City of Bastrop regarding XS Ranch Fund VI, LP Case No. 16-31367 Case pending in United States Bankruptcy Court, Northern District of California and the purchase of additional water rights as outlined in the agreement.
- 11C. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct a semi-annual performance evaluation of the City Manager as required by her employment agreement.

**The Bastrop City Council reconvened at 10:27 p.m. into open (public) session.**

**TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**

- 11A. City Council shall convene into closed executive session pursuant to Section 551.074 of the Texas Government Code to discuss positions affiliated with Municipal Court including reviewing submittals for the Request for Qualifications for an Associate Judge(s) and the position of Prosecutor.

**A motion was made by Council Member Ennis to interview two candidates on October 24, 2017, for the Associate Judge(s) position, seconded by Mayor Pro Tem Schiff, motion was approved on a 5-0 vote.**

- 11B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with Special Counsel to the City of Bastrop regarding XS Ranch Fund VI, LP Case No. 16-31367 Case pending in United States Bankruptcy Court, Northern District of California and the purchase of additional water rights as outlined in the agreement.

**A motion was made by Mayor Pro Tem Schiff for the City to exercise their option to acquire additional water rights and instruct legal counsel and city staff to take the necessary steps, seconded by Council Member Jones, motion was approved on a 5-0 vote.**

**A motion was made by Council Member Peterson to direct legal counsel and staff to acquire the deed for 10,000 square feet and access to the well upon completion of the well, seconded by Council Member Jones, motion was approved on a 5-0 vote.**

**A motion was made by Council Member Nelson to direct legal counsel to take the necessary steps to dismiss the McCall case, seconded by Mayor Pro Tem Schiff, motion was approved on a 5-0 vote.**

**ADJOURNMENT**

**Adjourned at 10:30 p.m. without objection.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor Connie B. Schroeder

\_\_\_\_\_  
City Secretary Ann Franklin

DRAFT



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 10B

**TITLE:**

Consider action to approve the second reading of Resolution No. R-2017-79 of the City Council of the City of Bastrop, Texas, approving an agreement for the provision of Main Street Program support between the City of Bastrop and the Bastrop Economic Development Corporation; authorizing the City Manager to execute the agreement; repealing all resolutions in conflict; and providing an effective date.

**STAFF REPRESENTATIVE:**

Sarah O'Brien, Bastrop Main Street Program Director  
Shawn Kirkpatrick, Bastrop EDC Executive Director

**BACKGROUND/HISTORY:**

The EDC is legally required to have written contracts for services with vendors. The Main Street Program support which the EDC has funded for years is such a service and requires a written contract. This agreement spells out the expectations and funding provided to the Main Street Program. Upon legal review of the written agreement, it was determined that this service agreement with the Main Street Program is a "Project" of the EDC, which requires a public hearing. The EDC posted the Notice of the Public Hearing on September 9th, which started the 60-day window prior to the first available funding date. Should the City Council approve the Project, the earliest the Main Street Program can start receiving funding for FY 2017-2018 is November 8, 2017. In the FY 2017-2018 budget, the EDC increased funding for the Main Street Program to \$50,000.

The Bastrop EDC Board of Directors approved funding the Main Street Program Services Agreement at their Board meeting on September 18, 2017, after the required public hearing. Section 505.158(b) of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure of more than \$10,000, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2017-79 approving the Main Street Program Services Agreement.

**ATTACHMENTS:**

- Draft Resolution
- Services Agreement

**RESOLUTION NO. R-2017-79**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AGREEMENT FOR THE PROVISION OF MAIN STREET PROGRAM SUPPORT BETWEEN THE CITY OF BASTROP AND THE BASTROP ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Texas Local Government Code, Chapters 501 and 505, et seq., as amended, known as the Development Corporation Act of 1979 (the “Act”); and

**WHEREAS**, the City of Bastrop (“City”) maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

**WHEREAS**, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the Bastrop EDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

**WHEREAS**, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

**WHEREAS**, the BEDC has found that the Bastrop Main Street Program promotes new or expanded business development in the Main Street Program Area, and therefore expenditures for the program are authorized under Texas Local Government Code § 505.158, in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

**WHEREAS**, after careful evaluation and consideration by the Bastrop City Council, the City Council has determined that this support can be accepted under Texas Local Government Code § 380.001 and services provided under Texas Local Government Code § 380.002, as required by Texas Local Government Code § 501.007, and according to the terms included within a support agreement by and between the parties, as attached hereto as Exhibit “A” (the “Agreement”); and

**WHEREAS**, pursuant to the terms of the Agreement, the BEDC will allocate \$50,000 per year during the term of the Agreement to support and supplement the cost of maintaining the Bastrop Main Street Program in exchange for a commitment to utilize such support to promote new or expanded business development to enhance the BEDC's ability to accomplish its public purpose of enhancing, encouraging and supporting economic development in the Bastrop Main Street Program Area.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**SECTION 1.** That the City Council hereby approves the Agreement attached hereto and incorporated herein as Exhibit "A" and further authorizes the City Manager to execute the same and take all other actions necessary to implement said Agreement.

**SECTION 2.** Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

**SECTION 3.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 4.** This resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

**[SIGNATURE PAGE FOLLOWS]**

READ and ACKNOWLEDGED on First Reading on the 10th day of October 2017.

READ and APPROVED on the Second Reading on the 24th day of October 2017.

**CITY OF BASTROP, TEXAS**

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

DRAFT

Exhibit "A"

Agreement for provision of Main Street Program Support between the City of Bastrop  
and the Bastrop Economic Development Corporation

DRAFT

**AGREEMENT FOR PROVISION OF MAIN STREET PROGRAM SUPPORT  
BETWEEN THE CITY OF BASTROP AND  
THE BASTROP ECONOMIC DEVELOPMENT CORPORATION**

THE STATE OF TEXAS                   §  
   §        KNOWN ALL MEN BY THESE PRESENTS:  
COUNTY OF BASTROP                 §

THIS AGREEMENT (“Agreement”) is entered into and executed the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), by and between the CITY OF BASTROP, a municipal corporation, acting by and through its City Manager as authorized by its City Council, situated in Bastrop County, Texas (hereinafter referred to as “City”), and the Bastrop Economic Development Corporation (hereinafter referred to as “BEDC”) acting by and through its Chair of the Board, and provides as follows:

WHEREAS, the City maintains a department within the City whose function is to advance the Bastrop Main Street Program to foster, encourage, support and direct downtown revitalization, while preserving the historical significance of Bastrop’s downtown district; and

WHEREAS, the vision of the Bastrop Main Street Program is to positively influence the continued preservation, enhancement and commercial vitality of Bastrop’s historic downtown as a distinctive destination that engages and inspires both residents and visitors; and

WHEREAS, this vision is implemented through the Bastrop Main Street Program’s mission that provides that the Program “through collaboration with other organizations and with volunteers’ insights, talents and energies, will be a catalyst for the continued revitalization, preservation and economic health of our historic downtown area.” Further, that the Program will be “Guided by the Main Street Four Point Approach of organization, design, promotion and economic vitality, we can continue positively transforming our historic downtown;” and

WHEREAS, the role of the BEDC is to enhance the quality of life in Bastrop by advancing the investment, development, growth and relocation of companies within the area. In addition to providing appropriate infrastructure, the BEDC promotes and supports economic development in the community that offers the people of Bastrop sustainable, meaningful and rewarding employment opportunities, and greater access to desirable goods and services; and

WHEREAS, the BEDC has continued to work collaboratively with the City and the Bastrop Main Street Program to foster economic development, investment and growth within the downtown area, participating actively with planning and development activities of the same; and

WHEREAS, the BEDC desires to monetarily support the Bastrop Main Street Program in exchange for economic development services that will assist both the City and the BEDC to achieve their respective missions; and

WHEREAS, the BEDC and the City are authorized under the laws of the State of Texas to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following:

### **I. Findings**

The foregoing recitals are hereby found to be true and correct and are hereby adopted and made a part of this Agreement for all purposes.

### **II. City Obligations**

The City agrees to utilize any funding provided under this Agreement to continue, through the funding and operation of the Main Street Program, to provide certain services that enhance the BEDC's ability to accomplish its mission of enhancing, encouraging and supporting economic development in the downtown area or "Main Street Program Area" that include, without limitation, the following services:

1. Supporting business expansion and retention of existing and future Main Street Program Area businesses;
2. Collaboratively marketing the Main Street Program Area and its assets;
3. Collaboratively providing training and small business resources for businesses in the Main Street Program Area, as well as the rest of the community;
4. Assisting with business recruitment in the Main Street Program Area;
5. Supporting the BEDC and community in its entrepreneurial and small business programs; and
6. Administering BEDC programs in the Main Street Program Area and community (e.g., Business Improvement Grants).

### **III. BEDC Obligations**

As consideration for the above listed services to be provided by the City, BEDC shall provide funding to the City in the amount of Fifty Thousand Dollars (\$50,000) per fiscal year, for fiscal years 2018 and 2019, conditioned upon the City's commitment to dedicate and utilize said funds exclusively to support the Main Street Program to achieve its vision through the implementation of its stated mission. The funding shall be prorated and paid monthly over the budget year.

### **IV. General Provisions**

1. **Term.** Subject to early termination as provided below, this Agreement shall be in effect for a period of two (2) years, commencing October 1, 2017, and ending September 30, 2019.
2. **Non-Appropriations.** In the event that the BEDC's Board of Directors does not appropriate funds to make any payment under this Agreement for a fiscal year after the BEDC's fiscal year in which this Agreement becomes effective, or in the event that the City's City Council does not appropriate funds to continue the Main Street Program department, then this Agreement will automatically terminate at the beginning of the first day of the successive fiscal year. The BEDC or the City, as applicable, shall use their best efforts to provide prior written notice of

such impending termination as soon as possible following the formal determination of said non-appropriation.

3. **Termination.** In addition to automatic termination upon an event of non-appropriation provided above, either party may terminate this Agreement upon giving prior written notice to the other party, which termination shall be deemed effective the last day of the then current fiscal year. Further, if any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
4. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.
5. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in the year and on the day indicated.

**BASTROP ECONOMIC  
DEVELOPMENT CORPORATION**

**CITY OF BASTROP, TEXAS**

---

Camilo Chavez, Board Chair

---

Lynda K. Humble, City Manager



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 10C

**TITLE:**

Consider action to approve the second reading of Ordinance 2017-24 of the City Council of the City of Bastrop, Texas, changing the names of three roads in Tahitian Village due to emergency response concerns, being “Haweia Ct” to “Ori Ct”, “Koko Ln” to “Nani Ln”, and “Lae Ct” to “Reva Ct”, within the city limits of Bastrop, Texas, providing a severability clause, establishing an effective date.

**STAFF REPRESENTATIVE:**

Allison Land, Planner and GIS Coordinator

**BACKGROUND/HISTORY:**

The Sheriff’s Office Public Safety Answering Point Manager (9-1-1/Dispatch) informed the 9-1-1 Database Coordinator that duplicate-named roads and segmented roads in the Tahitian Village subdivision have delayed emergency response times. The Database Coordinator brought the matter before the Bastrop County Commissioners Court, who then established the Tahitian Village Road Renaming Committee. The Committee had members from Bastrop County, City of Bastrop, Bastrop County Water Control and Improvement District (WCID) #2, Bastrop Fire Department, and Tahitian Village Property Owners Association, along with a few other contributors.

Following a public hearing, Commissioners Court considered the Committee’s recommendation to rename 17 roads, which included 14 roads outside of the city limits, and three roads inside the city limits. The recommendation included replacement road names selected by the Committee. Taking public comments into consideration, Commissioners Court tabled the action item and directed the Committee to provide property owners an opportunity to submit road name suggestions. An informational letter was mailed to residential owners. Several owners provided comments and road name suggestions.

Commissioners Court set a public hearing in January 2016 to rename the 14 duplicate-named roads outside of the city limits. All but one segment of Kaanapali Lane were changed. The three recommended road names inside Bastrop City Limits were never changed.

The public hearing for this item was conducted at the September 12, 2017 City Council meeting. Staff was instructed to do further research what the criteria was for choosing which roads to rename and to bring back the first reading to the October 10, 2017 meeting.

The three roads inside the city limits were selected for renaming because they have fewer homes on them than their duplicate or similar-sounding road. Haweia Ct has five homes, while Haweia Ln has 12 homes. Koko Ln does not have any homes, while Koko Ct has three homes. Lae Ct has one home, while Lei Ct has eight homes. W Lae Ct was renamed by Bastrop County.

To ease transition to a new address, the City will notify the Bastrop Central Appraisal District, the U.S. Postal Service, Bastrop County 9-1-1 Addressing, and the City Utilities, Fire, and Police departments. Bastrop County 9-1-1 then coordinates further to update regional systems.

If this ordinance passes at the end of October, the holiday season and BISS elections will be soon approaching. Considering this, the effective date of the ordinance should be scheduled for January 15, 2018. All property owners will be notified of the result of the ordinance readings after October 24, 2017. An official address change letter with an effective date will also be sent.

Once all road name changes are effective, staff will report the new road names to both Google Maps and Apple Maps to aid in general navigation. All Official City maps will be updated as well.

**PUBLIC NOTIFICATION:**

Notifications were mailed to 22 property owners on August 16, 2017. No responses were received via mail (Attachment 1).

One resident spoke at the public hearing on September 12, 2017, and one resident visited the planning department office on September 27, 2017:

The resident that spoke at the hearing had concerns about why their road was being chosen instead of the duplicate-named road, and expressed concerns over the inconvenience and cost of changing their address. A follow up phone call was conducted where it was explained that their road has fewer residents on it than the duplicate-named Hawea Ln, and that the City would try to ease the transition to the new address. The resident explained that the City's steps to ease the transition would not help because they would have to go to court to change the address for where they have certain checks sent, and the court costs would be expensive.

The resident that visited the office wanted to know when the change would be effective so that they could order new personal checks with the appropriate address on them. They understood why the road name needed to be changed, and were not opposed.

**POLICY EXPLANATION:**

The Capital Area Council of Governments (CAPCOG) has adopted the CAPCOG Addressing Guidelines. These guidelines use a uniform road naming and property address numbering system to all areas within the 10-county region to:

- Enhance and ensure the easy and rapid location of properties for public safety and emergency services response;
- Expedite postal and package delivery;
- Facilitate public utilities and business services;
- Aid urban and rural planning.

Section III. Objectives, 302 Road Names

The general principles of road naming are:

- Avoidance of duplicate, similar sounding or confusing road names

*The three road name changes recommended are either duplicate names or similar sounding names to other street names in the subdivision. Hawea Ct is a duplicate name to Hawea Ln, Koko Ln is a duplicate to Koko Ct, and Lae Ct sounds similar to Lei Ct and W Lae Ct.*

- Continuity with existing road names

*The three roads changing do not have continuity with the roads that share their name, increasing confusion. Hawea Ct and Lae Ct are cul-de-sac roads that do not continue. Koko Ln is a short road providing connection between two other roads, does not have any parcels fronting on it, nor is it continuous to Koko Ct.*

- Elimination of alias road names

*Not applicable. No aliases are currently present, and no aliases will be created.*

- Standardization in the use of road name elements

*Road name elements refer to the components that make a full road name, such as the directional, road name body, and road type. For example, W Lae Ct has a directional of W, road name body of Lae, and road type of Ct. Changing Lae Ct to be a different road than W Lae Ct standardizes this practice.*

- Recognition or establishment of one official name for each entire road

*The road names will be officially changed to maintain one official name for each road. Corresponding addresses will also be officially changed and notified.*

#### **FUNDING SOURCE:**

Street signs are paid for out of the Public Works accounts.

#### **RECOMMENDATION:**

Consider action to approve the second reading of Ordinance 2017-24 of the City Council of the City of Bastrop, Texas, changing the names of three roads in Tahitian Village due to emergency response concerns, being “Hawea Ct” to “Ori Ct”, “Koko Ln” to “Nani Ln”, and “Lae Ct” to “Reva Ct”, within the city limits of Bastrop, Texas, providing a severability clause, establishing an effective date.

#### **ATTACHMENTS:**

Attachment 1: Property Owner Notice  
Ordinance  
Exhibit A: Location Map

**Notice of Pending Street Name Change  
City of Bastrop  
City Council**



Dear Property Owner:

The **City Council** will hold a meeting **Tuesday, September 12, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider renaming the following roads within Bastrop City Limits as recommended by the Tahitian Village Road Renaming Committee:

<u>Old Name</u>		<u>New Name</u>
○ Hawea Ct.	to	Ori Ct.
○ Koko Ln.	to	Nani Ln.
○ Lae Ct.	to	Reva Ct.

**The road location map is attached for reference.**

As a property owner fronting on one of the above referenced streets, you are being notified of the upcoming meeting.

The Tahitian Village Road Renaming Committee was established by the Bastrop County Commissioner's Court to respond to concerns regarding emergency response times. These roads were determined to duplicate or have similar sounding names to other roads within Tahitian Village, which can create confusion and delay emergency response times. If approved, City Council will formally adopt the name changes by ordinance. A follow-up notice will be sent with further information and a timeline for changing your address, should you have one assigned.

For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

**ORDINANCE 2017- 24**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CHANGING THREE ROAD NAMES IN TAHITIAN VILLAGE DUE TO EMERGENCY RESPONSE CONCERNS, BEING “HAWEA CT” TO “ORI CT”, “KOKO LN” TO “NANI LN”, AND “LAE CT” TO “REVA CT”, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, emergency service response times have been hindered by location confusion; and

**WHEREAS**, Bastrop County Commissioners Court established the Tahitian Village Road Renaming Committee to make recommendations; and

**WHEREAS**, Bastrop County has notified the City of the issue; and

**WHEREAS**, three roads within the city limits were recommended for change; and

**WHEREAS**, a location map of recommended roads within the city limits is attached hereto as Exhibit “A” (the Roads); and

**WHEREAS**, Hawea Ct is a duplicate name to Hawea Ln, Koko Ln is a duplicate to Koko Ct, and Lae Ct sounds similar to Lei Ct and W Lae Ct; and

**WHEREAS**, notice of the road name changes have been sent to property owners fronting on the Roads; and

**WHEREAS**, after consideration of public input received at the hearing and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve changing road names as follows: Hawea Ct to Ori Ct, Koko Ln to Nani Ln, Lae Ct to Reva Ln.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:**

**Section 1:** The Roads, located within the city limits of Bastrop, Texas as more particularly shown and described on Exhibit “A”, shall be and are hereby approved to change road names as follows:

- a. Hawea Ct changed to Ori Ct
- b. Koko Ln changed to Nani Ln
- c. Lae Ct changed to Reva Ct

**Section 2:** The City Manager and/or their designees are hereby authorized and directed to make the necessary changes to all records of the City of Bastrop to reflect this change.

**Section 3:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 4:** This ordinance shall take effect upon January 15, 2018, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 10<sup>th</sup> day of October 2017.

READ and APPROVED on the Second Reading on the 24<sup>th</sup> day of October 2017.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

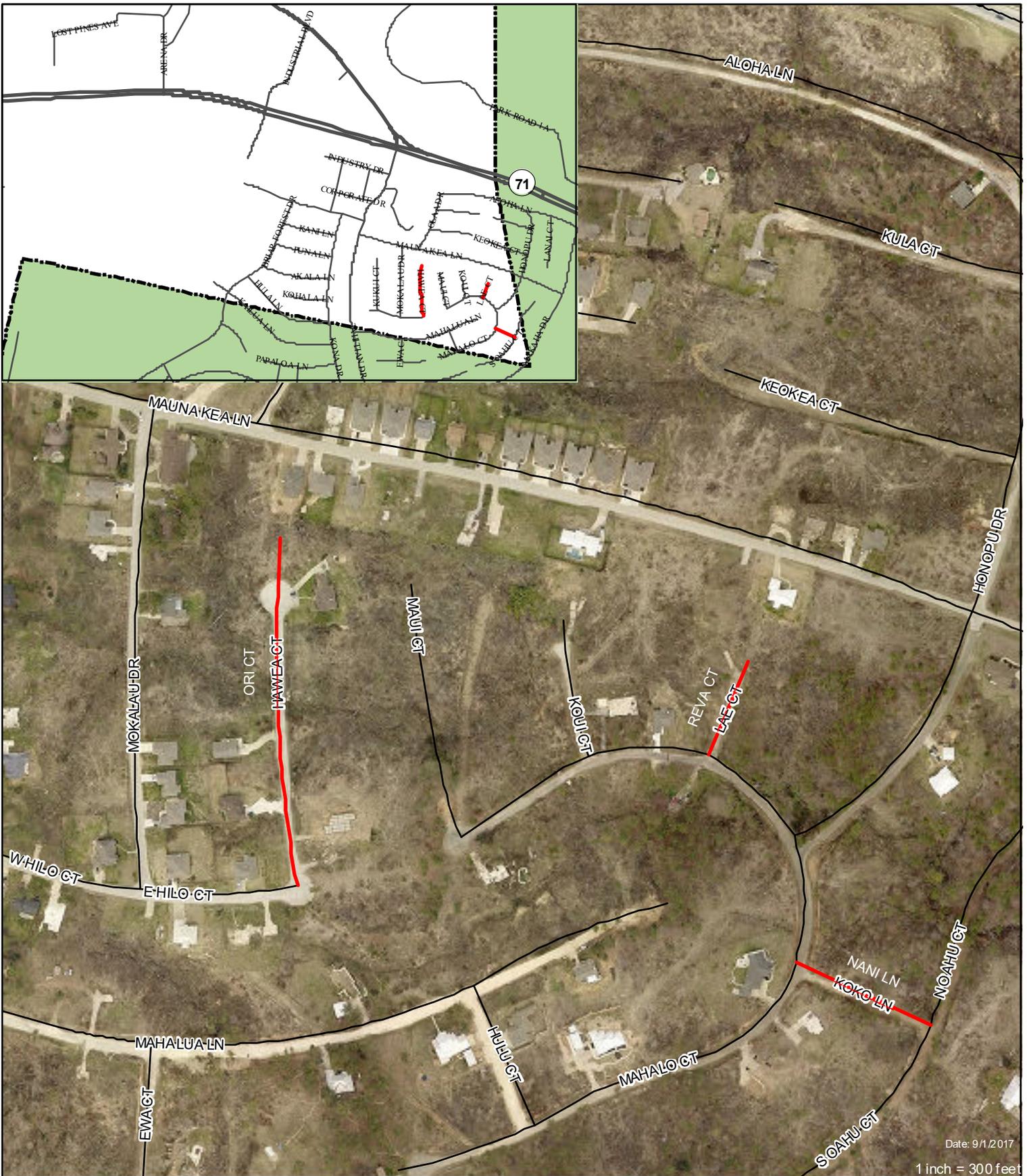


Exhibit A: Location Map  
 Tahitian Village Road Renaming  
 Hawea Ct. to Ori Ct.  
 Koko Ln. to Nani Ln.  
 Lae Ct. to Reva Ct.



The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 11A

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2017-27 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow an Indoor Commercial Amusement Use, for Lot 2 of Hunter's Crossing Subdivision, Section 2-A, located at 201 Hunter's Crossing Boulevard, Suite 14, within the city limits of Bastrop, Texas; providing a severability clause, setting out conditions, and establishing an effective date.

**STAFF REPRESENTATIVE:**

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

**ITEM DETAILS:**

Site Address: 201 Hunter's Crossing Boulevard, Suite 14  
Total Acreage: 0.979 acres  
Legal Description: Hunter's Crossing Section 2-A, Lot 2  
Property Owner: Jack Lieberman/201 Hunter's Crossing  
Agent Contact: Deborah Brunn & Rachel Bailey/RC's Playhouse, LLC  
Existing Use: Shopping Center/Vacant Suite  
Existing Zoning: Hunter's Crossing Planned Development, Zone Hx-C  
Future Land Use: General Commercial

**BACKGROUND/HISTORY:**

The applicant would like to open an indoor playground for children age 12 and under. The business will occupy approximately 2,200 square feet of the shopping center. The use will consist of playground equipment for the children and a seating area for the adults to sit while the children play.

**PUBLIC COMMENTS:**

Notifications were mailed to 14 adjacent property owners on September 12, 2017. Additional notices were mailed and a sign was posted on site on October 19, 2017. At the time of this report, four responses were received; three are in favor of the CUP, and one has no objection (Attachment 3).

**POLICY EXPLANATION:**

The purpose of conditional uses is to allow certain uses in districts that under most circumstances would not be compatible with other permitted uses, but may be compatible if certain conditions and development restrictions are met. A Conditional Use Permit (CUP) is adopted by ordinance, with a public hearing and two ordinance readings at separate City Council meetings.

This use is allowed by right in standard commercial zoning districts (C-1 and C-2). The Hunter's Crossing Planned Development requires a CUP for this use. A detailed policy explanation is included in Attachment 1.

**PLANNING & ZONING COMMISSION REPORT:**

The Planning & Zoning Commission met on October 19, 2017 and recommended approval of the CUP with no additional conditions by a vote of 7-0.

The Commission asked questions regarding the parking availability to which staff said that the parking is adequate for the use. They inquired what kind of play equipment would be used, which was clarified to be indoor playscapes.

**RECOMMENDATION:**

Consider action to approve the second reading of Ordinance No. 2017-27 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit to allow an Indoor Commercial Amusement Use, for Lot 2 of Hunter's Crossing Subdivision, Section 2-A, located at 201 Hunter's Crossing Boulevard, Suite 14, within the city limits of Bastrop, Texas; providing a severability clause, setting out conditions, and establishing an effective date.

1. Construction shall be in conformance with all City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. No building, premise, or land used under a Conditional Use Permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless an amended Conditional Use Permit is granted for such enlargement, modification, structural alteration, or change.

**ATTACHMENTS:**

- Attachment 1: Policy Explanation
- Attachment 2: Letter from Applicant
- Attachment 3: Surrounding Property Owners' Notification and Responses
- Attachment 4: Building Layout
- Attachment 5: Hunter's Crossing PD, Hx-C Requirements Ordinance
- Exhibit A: Location Map

**POLICY EXPLANATION:**

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – General Commercial: The General Commercial character area supports local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways. General Commercial developments typically involve varying development intensities, from smaller locally owned shops to big box retailers. These areas are predominantly auto-oriented, with large accessory parking areas.

*This Conditional Use Permit complies with the Future Land Use Plan. This use will be a locally owned and managed retail service, which will generate moderate levels of traffic and parking. It is located on Hunter's Crossing Boulevard, which is classified as a major collector. Additionally, the site has pedestrian access to the Hunter's Crossing single-family neighborhood and the future multifamily developments across the street.*

Hunter's Crossing Planned Development (Ordinance #2011-30)

The Hunter's Crossing Development adopted a Planned Development zoning district to allow for a mix of uses that use design standards that serve to tie the area together as a cohesive development. For this lot, the development plan labels this area as Hunter's Crossing – Commercial (Hx-C), with a base zoning district of Commercial - 1 (C-1). The Planned Development document further defines specific uses to be allowed by right, or with a Conditional Use Permit. An Indoor Commercial Amusement, while allowed by right in C-1 by the Code of Ordinances, requires a CUP within the PD-allowed uses.

Section 305.1 – Use

The following Recreation and Entertainment uses are allowed in Hx-C

- Amusement Arcade
- **Amusement Commercial (Indoor) - C\***
- Amusement Commercial (Outdoor) - C\*
- Day Camp for Children - C\*
- Golf Driving Range (Commercial) - C\*
- Health Club (Private)
- Park or Playground (Private, noncommercial)
- Roller or Ice Rink
- Swim, Tennis or Handball Court
- Theater, Cinema or Playhouse
- Brew Pub

\* The "C" designation shown above means use allowed only with conditional use permits, obtained in accordance with City of Bastrop Code of Ordinances Section 33.

Code of Ordinances Chapter 14 – Zoning

Per Section 33.2 Conditional Use Permit Regulations, the Planning and Zoning Commission and City Council may consider the following for approval of a requested CUP:

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;

*The surrounding uses are a mix of small-scale retail, office and restaurant uses. Other adjacent tracts are currently undeveloped, and future uses will be commercial and multifamily. An indoor playground is harmonious and compatible with these uses.*

## Attachment 1

2. The activities requested by the applicant are normally associated with the permitted uses in the base district;

*Indoor Commercial Amusement is a use allowed by right in the Commercial-1 zoning district. The Hunter's Crossing Planned Development requires a Conditional Use Permit for a greater level of review for this use.*

3. The nature of the use is reasonable;

*The Indoor Commercial Use for approximately 2,200 square feet is reasonable for this commercial area.*

4. Any negative impact on the surrounding area has been mitigated;

*There are no anticipated negative impacts from this use on the surrounding area.*

5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

*No additional conditions are recommended by staff.*

### Standard Conditions

1. Construction shall be in conformance with all City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. No building, premise, or land used under a Conditional Use Permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless an amended Conditional Use Permit is granted for such enlargement, modification, structural alteration, or change.

# CUP Application Cover Letter

---

201 Hunters Crossing Blvd, Suite 14, Bastrop, TX 78602 | 850-723-4822 | ddbrunn@gmail.com

**09/05/2017**

City of Bastrop  
Planning and Zoning Commission and City Council  
1311 Chestnut Street  
P.O. Box 427  
Bastrop, TX 78602

**Dear City of Bastrop:**

The building at 201 Hunters Crossing Blvd, Suite 14, requires a CUP to be completed and turned in before it is able to have the finish-out completed and the Certificate of Occupancy issued. Therefore, this cover letter explains the use for the property and confirms that it will abide by all regulations. In addition, we feel that the use of this building will be an asset for the City of Bastrop and its citizens.

The tenants (Deborah Brunn, Rachel Bailey and Christina Bailey) would like to open an indoor playground (RC's Playhouse, LLC) for children aged 12 and under. This would be a soft playground with padding on the equipment and the flooring. The playground will be a place where the children of Bastrop are able to go to get exercise while avoiding the extreme TX climate. This would also allow parents to be able to have their children play indoors in a safe and secure air-conditioned environment, while they are able to relax in on a cozy couch or at a table.

Tenants would ensure that all City of Bastrop rules and regulations are strictly adhered to and will work with the city building inspector and city fire inspector to ensure all codes are being upheld to the fullest degree. Tenants would like to state that the use for this building is harmonious and compatible with surrounding building structures and other tenants. In addition, tenants have confirmed that more than adequate parking is available within the strip center where building is located, since China Buffet uses the largest portion of parking and other buildings use very little parking. This will leave more than adequate parking for RC's Playhouse customers to come and visit. Furthermore, there are front and rear egress/ingress within the building that leads to public streets. At this time, we do not foresee any negative impact to the surrounding areas, and if any impact may come up in the future at any time, tenants will ensure it becomes mitigated immediately.

A little about us: Deborah is a military veteran (Air Force) and stay-at-home mom to an 18-month-old baby girl (Kira). Her husband is active duty Air Force and they are stationed in Pensacola, FL. Deborah will be taking care of the logistics and accounting for this company, as she has a Masters of Accountancy from the University of Denver - Daniels College of Business. Her mother, Rachel Bailey, and her aunt, Christina Bailey, will be running the company day-to-day. They have both been single moms for over 20 years each and raised some wonderful children and are now getting to enjoy the benefits of grandchildren. They also have more than 30 years customer service, sales and management experience combined. They both reside on 40 acres of land in Red Rock, TX with family.

We are looking forward to creating a wonderful environment for the younger children of Bastrop to come and play, all while getting good exercise and staying off of the electronics. We are truly excited about this opportunity and the ability to create this space and build a business. Thank you for your time and consideration in this matter.

**Sincerely,**

**Deborah Danielle Brunn  
Christina Bailey  
Rachel Bailey**

Attachment 3



Notice of Pending Conditional Use Permit Approval  
City of Bastrop  
Planning & Zoning Commission  
And City Council

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a meeting on **Thursday, September 28, 2017 at 6:00 p.m.** and the **City Council** will conduct a meeting **Tuesday, October 10, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on the request for a **Conditional Use Permit (CUP)** to allow an **Indoor Commercial Amusement** use at 201 Hunters Crossing, for 1.269 acres, being Hunter's Crossing Section Two A, Lot 1, an area currently zoned Hx-C, Commercial.

Owner/Applicant: Jack Lieberman/Deborah Brunn & Rachel Bailey  
Address: 201 Hunters Crossing, for 1.269 acres, being Hunter's Crossing Section Two A, Lot 1  
Legal Description: 1.269 acres of the Hunters Crossing PD

**The site location map and a letter from the property owner is attached for reference.**

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances CUP Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

X

**PROPERTY OWNER'S RESPONSE**

As a property owner within 200': (please check one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

Property Owner Name: Chad E. Byler D.D.S  
Property Address: 201 Hunters Crossing Blvd, STE 16  
Phone (optional): 512-308-9860  
Mailing Address: same as above  
Email (optional): \_\_\_\_\_  
Property Owner's Signature: Chad E. Byler

Comments: (Optional)

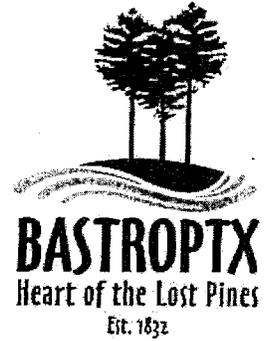
RECEIVED

SEP 28 2017

By [Signature]

Please provide reply to the address below, via fax (512) 332-8829, or email: [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org)

Notice of Pending Conditional Use Permit Approval  
City of Bastrop  
Planning & Zoning Commission  
And City Council



Dear Property Owner:

The **Planning & Zoning Commission** will conduct a meeting on **Thursday, September 28, 2017 at 6:00 p.m.** and the **City Council** will conduct a meeting **Tuesday, October 10, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on the request for a **Conditional Use Permit (CUP)** to allow an **Indoor Commercial Amusement** use at 201 Hunters Crossing, for 1.269 acres, being Hunter's Crossing Section Two A, Lot 1, an area currently zoned Hx-C, Commercial.

Owner/Applicant: Jack Lieberman/Deborah Brunn & Rachel Bailey  
Address: 201 Hunters Crossing, for 1.269 acres, being Hunter's Crossing Section Two A, Lot 1  
Legal Description: 1.269 acres of the Hunters Crossing PD

**The site location map and a letter from the property owner is attached for reference.**

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances CUP Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

**PROPERTY OWNER'S RESPONSE**

As a property owner within 200': (please check one)

- I am in favor of the request.  
 I am opposed to the request.  
 I have no objection to the request.

Property Owner Name: Jack Lieberman  
Property Address: 201 Hunters Crossing  
Phone (optional): 512-612-9400  
Mailing Address: \_\_\_\_\_  
Email (optional): jack@lsaminet.com  
Property Owner's Signature: \_\_\_\_\_

Comments: (Optional)  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED

SEP 13 2017

By \_\_\_\_\_

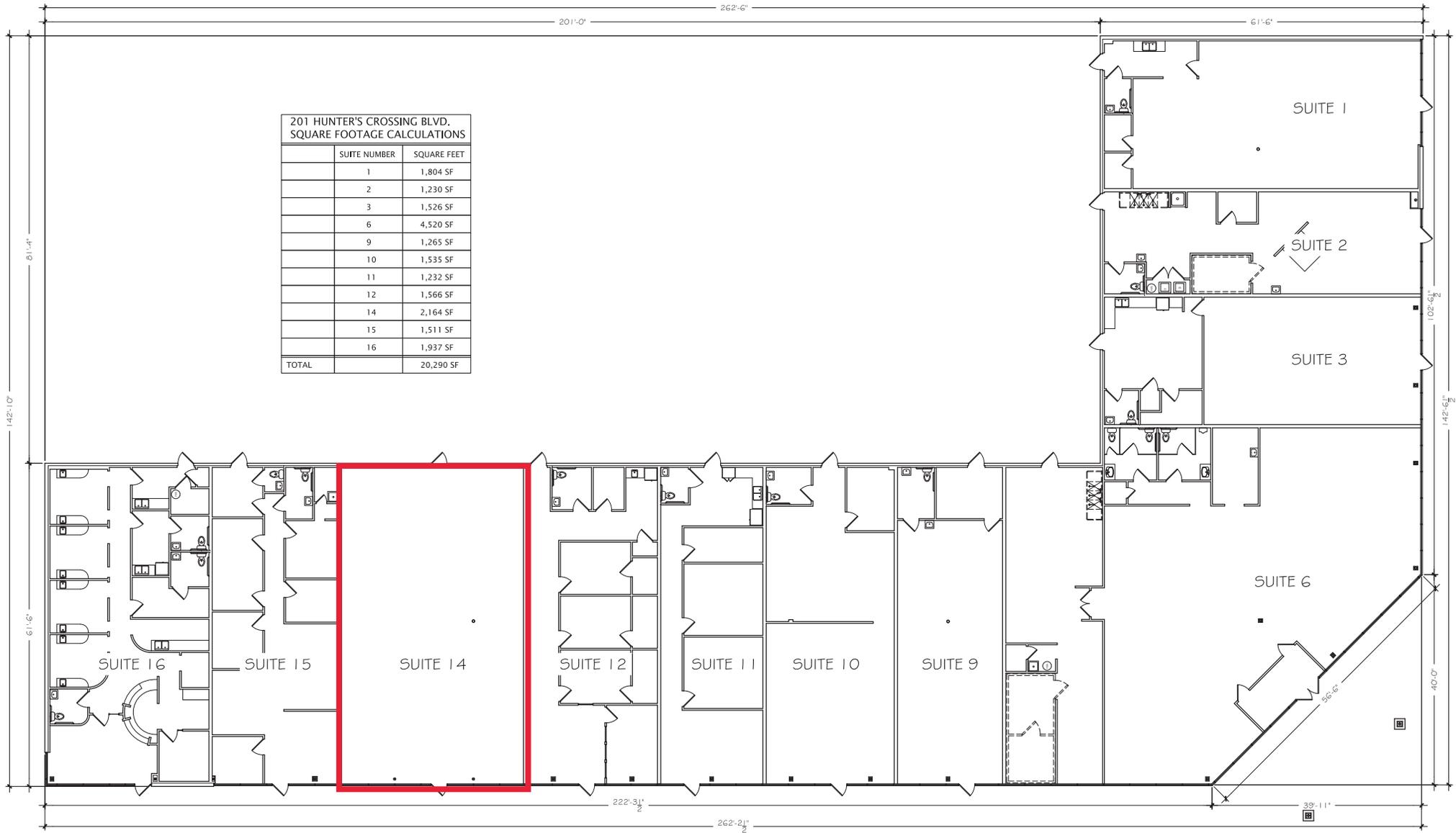
Please provide reply to the address below, via fax (512) 332-8829, or email: [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org)

PLANNING & DEVELOPMENT

# Attachment 4

201 HUNTER'S CROSSING BLVD.  
SQUARE FOOTAGE CALCULATIONS

SUITE NUMBER	SQUARE FEET
1	1,804 SF
2	1,230 SF
3	1,526 SF
6	4,520 SF
9	1,265 SF
10	1,535 SF
11	1,232 SF
12	1,566 SF
14	2,164 SF
15	1,511 SF
16	1,937 SF
TOTAL	20,290 SF



1 Overall As-Built Floor Plan  
Scale: 1/8" = 1'-0"



The following uses are allowed by right in Hx-C

**Residential Uses**

Multifamily, Apartments and Condominiums (up to 25 units/acre)  
Bed & Breakfast Inns

**Recreation and Entertainment Uses**

Amusement Arcade  
Amusement Commercial (Indoor) – C\*  
Amusement Commercial (Outdoor) – C\*  
Day Camp for Children – C\*  
Golf Driving Range (Commercial) – C\*  
Health Club (Private)  
Park or Playground (Private, noncommercial)  
Roller or Ice Rink  
Swim, Tennis or Handball Court  
Theater, Cinema or Playhouse  
Brew Pub

**Educational, Institutional and Special Uses**

Art Gallery or Museum  
Assisted Living Facility  
Childcare Facility within a Church  
Childcare Facility / Day Care Facility  
Church, Rectory or Temple  
College or University  
Community Center  
Continuing Care Retirement Community  
Convent or Monastery  
Defensive Driving School  
Driving School  
Fraternal Organization, Lodge, Union Hall or Civic Club  
Hospital (acute care and chronic care)  
Institution of a Religious, Charitable or Philanthropic nature  
Kindergarten or Nursery school (private)  
Retirement Housing for the Elderly  
Schools -Defensive Driving School, Driving School, Private elementary, Private Secondary, Business, Commercial Trade, Federally funded Preschool, Public or Parochial  
Skilled Nursing Facility

**Transportation Related Uses**

Bus Station or Terminal – C\*  
Structured Parking Lot – C\*  
Tractor Sales, indoor sales only – C\*

### **Automobile Related Uses**

Auto Accessory Installation (minor)  
Auto Financing and Leasing  
Auto Glass, Seat Cover, Upholstery, and Muffler shop  
Auto Car Wash  
Auto Parts and Accessory Sales (indoor)  
Auto Rental  
Auto Repair, Major and Minor  
Auto Service Station (with service bays and no convenience shopping) – C\*  
Boat Sales  
Motorcycle Sales/Repair  
New and Used Auto Sales (note used cars can only be sold in conjunction with a new-car dealership, no stand-alone used-car sales.  
Tire Dealership

### **Office and Professional**

Accountant or Bookkeeping Office  
Architect's Office  
Armed Services Recruiting  
Brokerage Firm  
Dental Clinic, Lab or Office  
Financial Institutions, Automatic Teller Machines, and Drive-through Banking  
Medical Clinic, Lab or Office  
Minor Medical Emergency Clinic  
Mortgage & Loan Agency (does not include pawn shop or bail bonding agency)  
Offices, General Business and Professional  
Optician or Optometrist  
Real Estate Office

### **Retail Uses**

Antique Shop (indoor sales only)  
Appliance Sales and Rental  
Art Supply  
Automated Laundromat (not commercial laundry)  
Bakery and Confectionery Shop (retail)  
Barber Shop / Hair Salon  
Book or Stationary Shop or Newsstand (no adult or X-rated content)  
Cell phone / Pager sales (indoor)  
Computer Sales  
Consignment Store (no outdoor display)  
Convenience Stores with Food & Beverage, Gasoline and (beer & wine sales if legally allowed by law)  
Copy Shop  
Coffee Shop  
Custom Personal Service Shop (no modeling studios, or unregistered massage studios)

Discount or Department Store  
Donut Shop  
Drapery, Needlework, or Weaving Shop  
Dry Cleaning & Laundry (retail)  
Drug Store or Pharmacy  
Florist Shop  
Food Store -  
Funeral Home or Mortuary – C\*  
Furniture Store, Home and Office Furnishings and Appliances  
Handcraft Shop or Art Objects Sales  
Hardware Shop or Store  
Hobby Shop  
Household Appliance Service or Repair  
Ice Cream or Yogurt Sales  
Internet Cafe (Internet access rental)  
Key & Safe Shop  
Laundromat (self service)  
Medical Appliances, Fitting, Sales or Rental  
Off-Premise Sales Office  
Pet Shop and Grooming  
Restaurant - Indoor Dining, Outdoor Dining, Drive-through, Drive-in, Cafeteria  
Restaurant - Indoor dining only, no drive-through part of a retail center  
Restaurant/eating place (carry out service only)  
Retail Shops - Apparel, Gifts, Accessories and Similar Items  
Security Systems Installation Company  
Silk Screening Studio or Tee Shirt Shop  
Studio for Decorator, Artist or Photographer  
Studio for Health and Reducing or Similar Service  
Studio for Music, Dance or Drama  
Temporary Outdoor Retail Sales for Commercial or Fundraising promotion  
Tool and Light Equipment Rental (indoor only)  
Travel Agent, Bureau or Travel Consultant  
Trophy Sales and Engraving  
Vacuum Cleaner Sales and Repair  
Variety Store or Similar Retail Outlet  
Veterinarian Hospital or Office (indoor pens only)  
Wallpaper, Flooring & Carpet Sales

### **Commercial Type Uses**

Ambulance Service – C\*  
Commercial or Wholesale Bakery or Confectioner – C\*  
Book Binding (over 10,000 s.f.)  
Clothing Manufacturer  
Drapery or Furniture Upholstery Shop  
Furniture Manufacturing or Reconditioning – C\*  
Heating and Air-Conditioning Sales  
Hotels (no room limit)  
Laboratory Equipment Manufacturing (indoor only) – C\*  
Laboratory, Scientific or Research – C\*  
Light Manufacturing and Assembly (indoor only) – C\*

Lithograph and Print Shop  
Maintenance and Repair Service for Buildings  
Motels (no room limit) (see Motels/ Hotels less than 75 rooms below)  
Motels/ Hotels (less than 75 rooms)  
Office Showroom (no outdoor storage)  
Office Warehouse (no outdoor storage)  
Plumbing Shop (no outdoor storage)  
Printing Company  
Taxidermist – C\*

#### **Beer, Wine and Liquor Sales**

Sale of wine and beer (with food sales more than 50% gross income)  
Sale of hard liquor with permit (with food sales more than 50% gross income)  
Package Liquor Sales  
Beer & wine sales from grocery or convenience store

#### **Industrial Uses**

Light Manufacturing or Industrial Use (indoor only) – C\*  
Low Risk Industrial Manufacturing (indoor only) – C\*  
Mini Warehouse – C\*

#### **Accessory & Incidental Uses**

Caretaker's or Guard's Residence  
Swimming Pool (Private)  
Tennis Courts, Public or Private (lighted or unlit)  
Parking Lot or Structured Parking Lot

#### **Utility, Service and Other Uses**

Government Uses  
Park and Ride  
Antenna, Transmission for TV, Cellular, Radio, Microwave (Commercial)  
Co-Generation Electric Plant  
Electric Substation  
Satellite Dishes (Commercial) (See screening requirements in Site Plan Section)  
Local Utility Lines and Public Utility Easements  
Municipal Buildings - Fire Station, Police Substation, Public Health  
Telephone Business Office, Switching or Relay Station, Transmitting Station  
Water Reservoir, Stand Pipe or Pumping Station  
Water Treatment Plant  
Sewage Pumping Station / Lift Station

\* The "C" designation shown above means use allowed only with conditional use permits, obtained in accordance with City of Bastrop Code of Ordinances Section 33. [Section 305.2 Reserved for future use]



**ORDINANCE 2017-27**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN INDOOR COMMERCIAL AMUSEMENT USE, FOR LOT 2 OF HUNTER'S CROSSING SUBDIVISION, SECTION 2-A, LOCATED AT 201 HUNTER'S CROSSING BOULEVARD, SUITE 14, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; PROVIDING A SEVERABILITY CLAUSE, SETTING OUT CONDITIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Deborah Brunn & Rachel Bailey (hereinafter referred to as "Applicant") submitted a request on behalf of the property owner for a Conditional Use Permit (CUP) to allow an Indoor Commercial Amusement use for an indoor playground in Lot 2 of Hunter's Crossing Subdivision, Section 2-A, within the City limits of Bastrop, Texas, hereinafter referred to as "the Property"; and

**WHEREAS**, a location map is attached hereto as Exhibit "A" (the "Property"); and

**WHEREAS**, the Property is currently zoned as Hunter's Crossing Planned Development, Zone Hx-C, Commercial; and

**WHEREAS**, pursuant to Section 10.4 of the City's Zoning Ordinance, notice of a public hearing for the Conditional Use Permit given to all property owners located within two hundred (200) feet of the Property; and

**WHEREAS**, after notice was posted in the paper and public hearing held, the Planning and Zoning Commission, voted unanimously to recommend approval to City Council; and

**WHEREAS**, the City Council of the City of Bastrop held a public hearing on the Conditional Use Permit on October 10, 2017 to consider the Applicant's request for an indoor playground; and

**WHEREAS**, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the CUP.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS THAT:**

**Section 1:** The Property, situated in Lot 2 of Hunter's Crossing Subdivision, Section 2-A, located at 201 Hunter's Crossing Boulevard Suite 14, within the city limits

of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A", shall be and is hereby approved with the following conditions to:

1. Construction shall be in conformance with all City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. No building, premise, or land used under a Conditional Use Permit may be enlarged, modified, structurally altered, or otherwise significantly changed unless an amended Conditional Use Permit is granted for such enlargement, modification, structural alteration, or change.

**Section 2:** The City Manager and/or their designees are hereby authorized and directed to make the necessary changes to all records of the City of Bastrop to reflect this change.

**Section 3:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 4:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 10<sup>th</sup> day of October 2017.

READ and APPROVED on the Second Reading on the 24<sup>th</sup> day of October 2017.

**APPROVED:**

---

Connie B. Schroeder, Mayor

**ATTEST:**

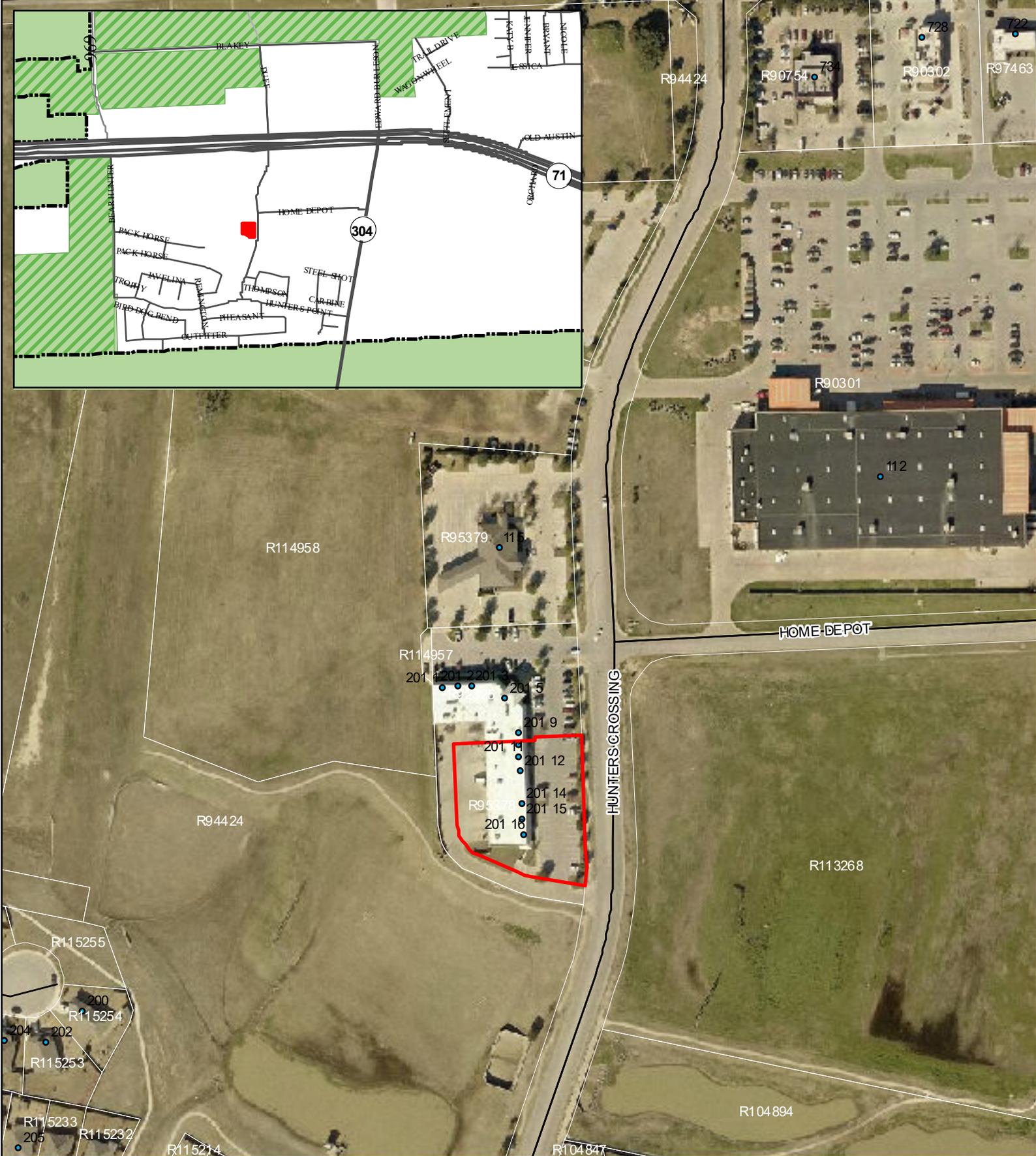
---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney



- Property
- City Boundary
- Non-Annex Areas (DAs)
- ETJ Areas**
- Statutory (1-mi)
- Area A
- Area B

**Exhibit A**  
**Location Map**  
**Conditional Use Permit**  
**201 Hunters Crossing Blvd Ste 14**  
**R95378**

1 inch = 200 feet

Date: 9/7/2017

The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 11B

**TITLE:**

Consider action to approve Resolution No. R-2017-84 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Bastrop Art in Public Places and Hunters Crossing Local Government Corporation, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Lynda K. Humble, City Manager

**BACKGROUND/HISTORY:**

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

**POLICY EXPLANATION:**

- Article 1.16.002(d) of the City's Code of Ordinances states that that "BAIPP Board members are responsible for recruiting new and replacement members and for making recommendations to the City Council." BAIPP recommended Andrea Haschke, who lives Downtown, to fill Place 4 with a term set to expire June 2018 at their October 4, 2017 meeting.
- Tabitha Pucek is appointed to the position of Resident on the Hunters Crossing Local Government Corporation for a term ending in 2020.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2017-84 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Bastrop Art in Public Places and Hunters Crossing Local Government Corporation, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Exhibit A - PowerPoint Presentation



**RESOLUTION NO. R-2017-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING APPOINTMENTS BY THE MAYOR TO BASTROP ART IN PUBLIC PLACES (BAIPP) AND HUNTERS CROSSING LOCAL GOVERNMENT CORPORATION (LGC), AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AS OUTLINED IN EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE**

**WHEREAS**, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

**WHEREAS**, Mayor Connie Schroeder has completed a review of applications to the City's boards and commissions and has made appointments to the Bastrop Art in Public Places (BAIPP) and Hunters Crossing Local Government Corporation (LGC) as outlined in Exhibit A; and

**WHEREAS**, City Council must confirm these appointments as required by the City Charter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**Section 1:** That Mayor Connie Schroeder appointed the following members to BAIPP and Hunters Crossing LGC:

**BAIPP:** Andrea Haschke, who lives Downtown, to fill Place 4 with a term set to expire June 2018.

**Hunters Crossing:** Tabitha Pucek is appointed to the position of Resident on the Hunters Crossing Local Government Corporation for a term ending in 2020.

**Section 2:** That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the BAIPP and Hunters Crossing LGC as outlined in Exhibit A.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 24<sup>th</sup> day of October, 2017.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

*Mayor Appointments  
Boards, Commissions & Task Forces  
2017*





## *Bastrop Art in Public Places*

*Appointments: Terms end 2018 (filling vacated position)*

Place 4: **Andrea Haschke** (Downtown)

**Note:**

*Recommendation received from BAIPP Board on October 4, 2017*





# *Hunters Crossing LGC*

***Appointment: Term ends 2020***

Place 7: **Tabitha Pucek** Resident

*Resident of Hunters Crossing interested in serving the community*



# *Appointment Statistics*

44 Appointments total in 2017:

62% New to serving on a Board

40% Downtown, 42% Other than Downtown, 18% ETJ/County

44% Male, 56% Female

I respectfully request City Council confirm these appointments



# *Council Liaison - Current Status*

- Mayor Schroeder – BEDC and BAIPP
  - Mayor Pro Tem Schiff - Library
  - Council Member Ennis – Main Street and Cemetery
  - Council Member Jones – Construction Standards and Planning and Zoning
  - Council Member Nelson – Hunters Crossing and Parks
  - Council Member Peterson – Historic Landmark Commission
- Boards that are inappropriate for council liaison
- Ethics
  - Zoning Board of Adjustments

Note: Housing Authority, governed by Federal Law, no jurisdiction other than Board appointment





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 11C

**TITLE:**

Consider action to approve a Resolution R-2017-85 of the City Council of the City of Bastrop, Texas approving a license and services agreement between the City of Bastrop, Texas and Tyler Technologies for the purpose of providing Incode public safety application and system software including computer aided dispatch (CAD) and records management system (RMS) and municipal court application and system software in the amount of Two Hundred Nineteen Thousand Two Hundred Ninety-Nine Dollars and 00 cents (\$219,299.00); authorizing the City Manager to execute all necessary documents for the agreement; establishing a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Steve Adcock, Director of Public Safety

**BACKGROUND/HISTORY:**

The Bastrop Police Department's current records management system (RMS) is 10+ years old. Newer RMS systems are available that will stream-line the report writing and duplicating of information. The current system will not integrate with Bastrop County Communications system. By utilizing the new system, the police department will be able to have computer aided dispatch (CAD). A CAD system will help communications speed up and stream-line the process of relaying information to the officers in the field. In addition, this agreement will purchase the Incode Court Case Management Suite for Municipal Court.

**POLICY EXPLANATION:**

A presentation on the importance of this purchase was given to Council during the FY 2018 Budget process.

**FUNDING SOURCE:**

Innovations Fund in the amount of \$219,299 in the FY2018 budget.

**RECOMMENDATION:**

Consider action to approve a Resolution R-2017-85 of the City Council of the City of Bastrop, Texas approving a license and services agreement between the City of Bastrop, Texas and Tyler Technologies for the purpose of providing Incode public safety application and system software including computer aided dispatch (CAD) and records management system (RMS) and municipal court application and system software in the amount of Two Hundred Nineteen Thousand Two Hundred Ninety-Nine Dollars and 00 cents (\$219,299.00); authorizing the City Manager to execute all necessary documents for the agreement; establishing a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Tyler Technologies Contract



**RESOLUTION NO. R-2017-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND TYLER TECHNOLOGIES FOR THE PURPOSE OF PROVIDING INCODE PUBLIC SAFETY APPLICATION AND SYSTEM SOFTWARE INCLUDING COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM AND MUNICIPAL COURT APPLICATION AND SYSTEM SOFTWARE IN THE AMOUNT OF TWO HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETY-NINE DOLLARS AND 00 CENTS (\$219,299.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; ESTABLISHING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS**, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City of Bastrop has an interest in protecting the health and safety of the citizens of Bastrop and Bastrop County; and

**WHEREAS**, The City of Bastrop has recognized the need to have a records management system/CAD that will integrate with Bastrop County Communications, and a Municipal Court software suite that integrates with the Police Department's system for efficiency and accuracy; and

**WHEREAS**, the City Council finds that a very significant public interest is served by the Bastrop Police Department utilizing the Tyler Technology records management system/CAD and Municipal Court software suite.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:**

**Section 1:** That the City Manager is hereby authorized to execute an agreement and all other documents necessary for the completion of an agreement between the City of Bastrop and Tyler Technologies.

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**PASSED AND APPROVED this 24th day of October, 2017.**

**CITY OF BASTROP, TEXAS**

---

Connie B. Schroeder, Mayor

**ATTEST:**

---

Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

---

Alan Bojorquez, City Attorney



## LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

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

### SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Brazos Components”** means the Brazos software components of Tyler Software identified in the Investment Summary.
- **“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 BASTROP, TX.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Hosting Services”** means the hosting services we will provide for the Brazos Components for the fees set forth in the Investment Summary. Terms and conditions for the Hosting Services are set forth in Exhibit D.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“SLA”** means the service level agreement applicable to the Brazos Components. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit D.

**Contract #2017-0132A**

- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the services provided by third parties, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

**SECTION B – SOFTWARE LICENSE**

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and

## Contract #2017-0132A

Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

## **SECTION C – PROFESSIONAL SERVICES**

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

**Contract #2017-0132A**

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

**SECTION D – MAINTENANCE AND SUPPORT**

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

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

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

**SECTION E – THIRD PARTY PRODUCTS**

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

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

**Contract #2017-0132A**

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

**SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES**

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

## Contract #2017-0132A

outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

### **SECTION G – TERMINATION**

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

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

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any

**Contract #2017-0132A**

product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

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

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

2. **General Indemnification.**

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

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

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

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY

**Contract #2017-0132A**

OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE 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 SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

**SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will

**Contract #2017-0132A**

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

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

**Contract #2017-0132A**

by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

**Contract #2017-0132A**

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

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

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

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

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

Tyler Technologies, Inc.

City of Bastrop

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

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

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

Name: Lynda K. Humble

Title: \_\_\_\_\_

Title: City Manager

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

Date: October 10, 2017

Address for Notices:

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

Address for Notices:

City of Bastrop  
104 Grady Tuck Lane  
Bastrop, TX 78062  
Attention: Andres Rosales



**Exhibit A**  
**Investment Summary**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Contract #2017-0132A**

**Investment Summary**

Andres Rosales  
City of Bastrop



<b>Prepared for:</b>  <b>Contact Person:</b> <b>Address:</b>  <b>Phone:</b> <b>Fax:</b> <b>Email:</b>	<b>City of Bastrop</b>  Andres Rosales 104 Grady Tuck Lane Bastrop, TX 78602 (512) 332-8800  arosales@cityofbastrop.org	<b>Contract ID # :</b> 2017-0132
		<b>Issue Date:</b> 08/28/17
		<b>Sales Rep:</b> M. Northcutt
		<b>Tax Exempt:</b> Yes / No

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
<b>Total Hardware / Cash Collections</b>				38,012	38,012	646
<b>Total Hosted (Online) Applications</b>		400			400	1,200
<b>Total Applications Software</b>						
License Fees - INCODE Court Case Management Suite	3,575	8,580	2,145		14,300	23,576
License Fees - INCODE Document Management Suite	2,241	5,378	1,344		8,963	
License Fees - INCODE Public Safety Suite	16,681	40,035	10,009		66,725	
License Fees- Brazos	2,763	6,630	1,658		11,050	4,550
<b>Total Professional Services</b>						
Hardware / Cash Collections				250	250	
Implementation				40,400	40,400	
Project Management & Final Implementation				10,199	10,199	
Conversion					29,000	
<b>Totals</b>	<b>25,260</b>	<b>61,023</b>	<b>15,156</b>	<b>88,861</b>	<b>219,299</b>	<b>29,972</b>

\* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.

Please Note: Incode Notification fees are not included in the totals above. See Incode Notification page for detail and billing schedule.



**Contract #2017-0132A**

**Software Licenses**

Andres Rosales  
City of Bastrop  
August 28, 2017



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
<b>Incode Court Case Management Suite</b>						
Criminal Court Case Management		56	7,000	14,300	7,500	4,126
Cashiering		4	500			
Brazos Citation Issuing Device Interface <i>(Citation Import, Auto Citation Import, Warrant Export)</i>		Included	Included			
DMV/Scofflaw Program Interface (TX Only)		Included	Included			
Collection Agency Export Interface		Included	Included			
<b>Incode Content/Document Management Suite</b>						
<b>Incode Printing and Reporting Solutions</b>						
Secure Signatures <i>(includes 2 signatures)</i>		Included	Included			
Each Signature (scan and prepare for use)	1	Included	Included			
<b>Output Director</b>						
Output Director		8	1,000			
<i>(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)</i>						
Laserfiche Output Channel		Included	Included			
<b>Content Management</b>						
Laserfiche Court Suite Interface		4	500			
<b>Public Safety Suite</b>						
<b>Computer Aided Dispatch/Comm Center</b>						
<b>Mobile Applications</b>						
Mobile RMS Client	13	8	1,000			
Mobile CAD Client	13	20	2,500			
Mobile AVL Client	13	8	1,000			
iPad Mobile Client	6	8	1,000			
iPad Mobile Device Management Software (Min 5)	6					
Mobile Network Services		10	1,250			
<b>Mapping</b>						
Mapping		Included	Included			
<b>Public Safety Records</b>						
Base RMS System		48	6,000			
<i>(Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Traffic/Parking Citations, Accidents w/ EZ Street Draw Interface, Field Interview, Racial Profiling Collection/Reporting, Media &amp; Narratives, Calls for Service, Intelligence, Use of Force, Proximity Alerts, Reports - Stat/Summary Analysis)</i>						
System Administration Training		16	2,000			
<b>Case Management</b>						
Personnel		16	2,000			
<i>(Training, Evaluation, Certification)</i>		4	500			
<b>Permits and Registrations</b>						
Sex Offender Registration		4	500			
<b>Property Room/Evidence Management</b>						
Property Room		4	500			
<b>Other Interfaces</b>						
Tyler Court Case Management Interface (Citations & Warrants)			Included			
CAD Call Sheet Import from TPS CAD (Bastrop County)			Included			
Brazos Technology Citation Interface		Included	Included			
<b>Professional Services</b>						
<b>Professional Services</b>						
Project Management			8,999			
Server set up			1,200			
<b>Incode Application Subtotal</b>						
		218	27,250	89,988	27,250	23,576
<b>Professional Services</b>			10,199		10,199	
<b>Application and System Software Total</b>						
		218	37,449	89,988	37,449	23,576

Note: Public Safety On-Site Services are based on a 8 a.m. to 5 p.m. day.

Public Safety On-Site Services are based on the following criteria:

Number of CAD Training Sessions:	1
Number of RMS Training Sessions:	3



**Contract #2017-0132A**

**Professional Services**

Andres Rosales  
 City of Bastrop  
 August 28, 2017



Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
<b>Court Applications</b>					13,000
Court Case Management Court		4,500	8	1,000	
- Basic Case Data					
Warrants & Judgements		1,500	4	500	
Fee Instance , Payment Plans, Restitution		4,500	8	1,000	
<b>Public Safety Applications</b>					16,000
<b>Police</b>					
Master Files		8,000	20	2,500	
Addresses					
Name					
Vehicles					
Offense/Incidents					
Property Room					
Arrests		2,500	6	750	
General Information					
Offense Information					
Employer Information					
Contact Information					
Calls for Service		1,500	6	750	
General Information					
<b>Conversion Services Total</b>					<b>29,000</b>
		<b>22,500</b>	<b>52</b>	<b>6,500</b>	



**Contract #2017-0132A**

**Cash Collection Hardware**

Andres Rosales  
City of Bastrop  
August 28, 2017



Misc. Hardware and Network Equipment	QTY	Price	Maintenance	Maintenance Source
<b>Cash Collection</b>				
<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	2	2,100	406	Tyler - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW (INCODE)	2	400	80	Tyler - 12 mos warranty
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	2	800	160	Tyler - 12 mos warranty
<b>Hardware &amp; System Software Subtotal</b>		<b>3,300</b>	<b>646</b>	
<b>Installation &amp; Configuration of System</b>		<b>250</b>		
<b>Hardware and System Software Total</b>		<b>3,550</b>	<b>646</b>	



**Contract #2017-0132A**

**Hosted Applications**

Andres Rosales  
City of Bastrop  
August 28, 2017



Service	QTY	Charges	Initial Year	Annual Fee
<b>Citizen Portal</b>				
One Time Setup Fee	1	400	400	
- Hardware Configuration				
- DNS registration				
<b>INCODE Court Online Component</b>				
Monthly support/maintenance fee		100 /month	1,200	1,200
- Display of citation/citations for payment				
- Display of Payment Plans				
- Payment Options				
- Drivers Safety Course				
- Deferred Disposition				
- Make Payment				
- Collects plea from defendant				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Court System				
<i>NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.</i>				
<b>Hosted Applications Total</b>			1,600	1,200



**Contract #2017-0132A**

**INCODE Notification**

Andres Rosales  
City of Bastrop  
August 28, 2017



---

**INCODE Notification for Courts**

INCODE Notification for Courts (\$1 per violation)

Annual Violations 1,000

- Defendant Notification by Phone
- Call can be made for:
  - Citation Issued
  - Court Date Reminder
  - Court Date Missed, Notify of Next Step
  - Warrant Issued
  - Payment Plan due date reminder
  - Etc.
- Case updated after call
  - Call taken live
  - Left message
  - No answer
- Court creates unique message for each call type
- Call message can be English or Spanish
- Call Attorney, rather than Defendant

*Note: The Court will be billed for the cases in which calls are made. The \$1.00 charge per violation includes up to 4 calls per violation, as shown above. The Court will be billed by Tyler Technologies monthly for the calls conducted.*

*The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with setup and creation of campaigns.*

- Trial offer is free for 30 days.
- Campaign is limited to a one year time frame.
- Both campaigns must be used within the 30 day time frame.
- If more than 2 campaigns are used, then customer will be billed for the additional campaigns.



**Contract #2017-0132A**

**Brazos Technology e-Citations**

Andres Rosales  
 City of Bastrop  
 August 28, 2017



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Number of Mobile Devices _____ 13 Number of MDT's: _____					
<b>Brazos eCitation Mobile Application Software</b>					
<b>Brazos RDC Software</b>	13	11,050		4,550	Brazos
- Citations - Warnings - Parking Tickets - Field Interviews - Stand-alone racial profiling (when not captured via other methods) - 1 Year Maintenance and Support					
Brazos Interface to Court	1	N/C		0	
Brazos Interface to Public Safety	1	N/C		0	
<i>**Brazos Technology Interface Only</i>					
<b>Implementation Services</b>			9,000		
- One fee independent of number of devices - Customized Screen and Print Layouts (from an existing layout) - Creation of Web report that is exactly like defendant citations - Customization of Offenses (includes additional information) - Import of Officer Information - Import of Location Information (if applicable) - Implementation of Bluetooth communication between mobile device and printer - Installation of all software at customer site - Customization of additional reports					
<b>Training</b>			3,500		
- Two (2) days of officer/employee training - One (1) day of administrator training - Includes classroom and OJT training - Maximum Group Size = 12 - All documentation <i>Travel and Expenses are billed as incurred</i>					



**Contract #2017-0132A**

<b>Brazos Mobile Hardware</b>			
<b>Zebra Enterprise TC 70</b> (TC700H-KC11ES-NA) - WLAN 802.11 ABGM - Android KITKAT 4.2.2 - Standard Range 1D/2D Imager (SE4750) - Front & Rear Cameras - 1GB/8GB, Bluetooth, NFC, 4620 MAH Battery	13	15,795	Motorola
<b>Zebra Enterprise, ONECARE ESSENTIAL SERVICE</b> (SSE-TC70XX-30) - Includes comprehensive coverage - TC70XX - 3 Year	13	4,355	
<b>Zebra Enterprise, TC7X 5-Slot Ethernet Sharecradle</b> (CRD-TC7X-SE5EU1-01) - Charges either 5 TC70s or 4 TC70s + 4 Spare Batteries via adapter cup	3	1,350	
<b>Zebra Enterprise, TC7X Stylus with Tether, 3 Pack</b> (Stylus-00002-03R)	5	200	
<b>Zebra Enterprise, Cradle Power Supply</b> (PWRS-14000-148R)	3	120	
<b>Zebra Enterprise, DC Line Cord for 4 Slot Cradles</b> Works with Power Supply (50-14000-241R) (50-16002-029R)	3	90	
<b>Zebra Enterprise, TC7X 4620 MAH LI-ON Battery, Single</b> (BTRY-TC7X-46MA2-01)	13	806	
<b>TC7X Drop in style 4-Slot Battery Charger with LEDs to indicate</b> Charge State. Can be docked and powered in the 5-Slot Cradle via adapter cup (sold separately) or used standalone. When used stand-alone requires Power Supply (PWRS-14000-148R) and country specific AC Line cord sold separately (SAC-TC7X-4BTYC1-01)	4	480	
<b>Motorola, Power Supply for 4-Slot Cradles</b> (PWRS-14000-241R) - 100-240VAC, 12VDC, 9A - Requires DC Line cord 50-16002-029R and AC Line Cord 23844-00-00R (REPLACES 50-14000-241R)	4	260	
<b>Motorola US AC Line Cord</b> (23844-00-00R)  - Bluetooth Communications	4	40	
<b>Printers</b>			
<b>Zebra ZQ520 Printer</b> (ZQ52-AUE0000-00) - 4", BT, Group O	13	8,710	650
<b>Zebra QLN220 and QLN320, ZQ500, 2 Cell Battery</b> (P1031365-059)	13	936	
<b>Zebra ZQ Quad Battery Charger</b> (AC18177-5)	4	1,380	
<b>One Case (36 rolls) of standard thermal paper</b>	2	190	
<b>Brazos Software and Services</b>		11,050	12,500 0
<b>Brazos Hardware Devices and Printers</b>		34,712	650
<b>Brazos Technology Total</b>		<b>45,762</b>	<b>13,150</b>
			<b>4,550</b>



## Exhibit B Invoicing and Payment Policy

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

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

### 1. Tyler Software.

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

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

### 2. Professional Services.

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

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

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

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

**Contract #2017-0132A**

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

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

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

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

3. Other Services and Fees.

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

4. Third Party Products.

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

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

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

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

**Contract #2017-0132A**

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

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



**Exhibit B  
Schedule 1  
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

## Contract #2017-0132A

### A. Private Automobile

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

### B. Rental Car

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

### C. Public Transportation

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

### D. Parking & Tolls

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

## 3. Lodging

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

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

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

**Contract #2017-0132A**

reimbursed separately.

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

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

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

6. International Travel

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

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

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

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



## Exhibit C Maintenance and Support Agreement

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

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

**Contract #2017-0132A**

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

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

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

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



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

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

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

*Support Resources*

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

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

**Support Availability**

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

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

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

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



## Issue Handling

### *Incident Tracking*

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

### *Incident Priority*

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

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

**Contract #2017-0132A**

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

*Incident Escalation*

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

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

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

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

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

*Remote Support Tool*

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



**Exhibit D**  
**Hosting Terms for Brazos Components**

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



**Exhibit D  
Schedule 1  
Service Level Agreement**

**Agreement Overview**

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

**Definitions**

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

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

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

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

**Service Availability**

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

**Client Responsibilities**

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

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



**Contract #2017-0132A**

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

**Tyler Responsibilities**

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

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

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

**Client Relief**

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

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

Client Relief Schedule

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

**Contract #2017-0132A**

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

Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

**Applicability**

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

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client. When maintenance is scheduled to occur, Tyler will provide approximately two (2) weeks' advance written notice to the contact information that Client supplies on Client notification form. When emergency maintenance is scheduled, Client will receive an email at that same contact point.

**Force Majeure**

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



## Exhibit E 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.
  - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
  - 1.4. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
  - 1.5. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
  - 1.6. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the

**Contract #2017-0132A**

proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other. If Subscriber wishes to terminate the subscription services provided under this Exhibit E, Subscriber must give sixty (60) days written notice in order not to incur termination costs of \$300. Please also see section entitled "TERMINATION" in this Agreement.
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.

**Contract #2017-0132A**

Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



**Exhibit F**

# Statement of Work

---

*Enterprise Group, Tyler Technologies*

## Prepared for:

**City of Bastrop**  
Andres Rosales  
104 Grady Tuck Lane, Bastrop, TX 78602

## Prepared by:

**Mark Northcutt**  
5519 53rd Street, Lubbock, TX 79414  
Tyler Technologies, Inc.  
[www.tylertech.com](http://www.tylertech.com)

# Table of Contents

<b>1 EXECUTIVE SUMMARY.....</b>	<b>44</b>
1.1 PROJECT OVERVIEW.....	44
1.2 PRODUCT SUMMARY.....	44
1.3 PROJECT TIMELINE.....	44
1.4 PROJECT METHODOLOGY OVERVIEW.....	44
<b>2 PROJECT GOVERNANCE.....</b>	<b>45</b>
2.1 CLIENT GOVERNANCE.....	45
2.1.1 Client Project Manager.....	45
2.1.2 Steering Committee.....	45
2.1.3 Executive Sponsor(s).....	45
2.2 TYLER GOVERNANCE.....	46
2.2.1 Tyler Project Manager.....	46
2.2.2 Tyler Implementation Management.....	46
2.2.3 Tyler Executive Management.....	46
2.3 ACCEPTANCE AND ACKNOWLEDGMENT PROCESS.....	46
<b>3 OVERALL PROJECT ASSUMPTIONS.....</b>	<b>47</b>
3.1 PROJECT, RESOURCES AND SCHEDULING.....	47
3.2 DATA CONVERSION.....	47
3.3 DATA EXCHANGES, MODIFICATIONS, FORMS AND REPORTS.....	48
3.4 HARDWARE AND SOFTWARE.....	48
3.5 EDUCATION.....	48
<b>4 IMPLEMENTATION STAGES.....</b>	<b>49</b>
4.1 WORK BREAKDOWN STRUCTURE (WBS).....	49
4.2 INITIATE & PLAN (STAGE 1).....	51
4.2.1 Tyler Internal Coordination & Planning.....	51
4.2.2 System Infrastructure Planning.....	52
4.2.3 Project/Phase Planning.....	53
4.2.4 Project Schedule.....	54
4.2.5 Stakeholder Presentation.....	55
4.2.6 Control Point 1: Initiate & Plan Stage Acceptance.....	56
4.3 ASSESS & DEFINE (STAGE 2).....	57
4.3.1 Fundamentals Review.....	57
4.3.2 Current/Future State Analysis.....	58
4.3.3 Data Conversion Planning & Mapping.....	59

4.3.4	Standard 3rd Party Data Exchange Planning .....	60
4.3.5	Customization Analysis & Specification, if contracted.....	61
4.3.6	Forms & Reports Planning .....	62
4.3.7	System Deployment .....	63
4.3.8	Control Point 2: Assess & Define Stage Acceptance .....	64
4.4	BUILD & VALIDATE (STAGE 3).....	66
4.4.1	Configuration & Power User Training.....	66
4.4.2	Data Conversion & Validation.....	67
4.4.3	Standard 3rd Party Data Exchange Validation .....	68
4.4.4	Customization Delivery & Validation, if contracted.....	69
4.4.5	Forms & Reports Validation.....	70
4.4.6	Control Point 3: Build & Validate Stage Acceptance.....	71
4.5	FINAL TESTING & TRAINING (STAGE 4).....	72
4.5.1	Cutover Planning.....	72
4.5.2	User Acceptance Testing (UAT).....	73
4.5.3	End User Training.....	74
4.5.4	Control Point 4: Final Testing & Training Stage Acceptance .....	75
4.6	PRODUCTION CUTOVER (STAGE 5) .....	76
4.6.1	Final Data Conversion, if applicable.....	76
4.6.2	Production Processing & Assistance .....	77
4.6.3	Transition to Tyler Support .....	78
4.6.4	Schedule Post-production Services, if applicable .....	79
4.6.5	Control Point 5: Production Cutover Stage Acceptance.....	80
4.7	PHASE/PROJECT CLOSURE (STAGE 6).....	81
4.7.1	Close Phase/Project .....	81
4.7.2	Control Point 6: Phase/Project Closure Stage Acceptance .....	82
<b>5</b>	<b>ROLES AND RESPONSIBILITIES.....</b>	<b>83</b>
5.1	TYLER ROLES AND RESPONSIBILITIES .....	83
5.1.1	Tyler Executive Management .....	83
5.1.2	Tyler Implementation Management.....	83
5.1.3	Tyler Project Manager .....	83
5.1.4	Tyler Implementation Consultant .....	84
5.1.5	Tyler Sales .....	85
5.1.6	Tyler Software Support .....	85
5.2	CITY OF BASTROP ROLES AND RESPONSIBILITIES.....	85
5.2.1	City of Bastrop Executive Sponsor.....	85
5.2.2	City of Bastrop Steering Committee.....	85
5.2.3	City of Bastrop Project Manager .....	86
5.2.4	City of Bastrop Functional Leads.....	87
5.2.5	City of Bastrop Power Users.....	88

**Contract No. 2017-0132**

5.2.6	City of Bastrop End Users.....	88
5.2.7	City of Bastrop Technical Support.....	88
5.2.8	City of Bastrop Upgrade Coordinator .....	89
5.2.9	City of Bastrop project Toolset Coordinator .....	89
5.2.10	City of Bastrop Change Management Lead .....	89
<b>6</b>	<b>GLOSSARY .....</b>	<b>89</b>
<b>7</b>	<b>INCODE 10 CONVERSION SUMMARY.....</b>	<b>92</b>
7.1	COURT CASE MANAGEMENT - STANDARD .....	92
<b>8</b>	<b>INCODE PUBLIC SAFETY SUMMARY .....</b>	<b>93</b>
8.1	INCODE PUBLIC SAFETY - STANDARD.....	93
8.1.1	Master Files.....	93
8.1.2	Arrests.....	93
8.1.3	Incidents.....	93

# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

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

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

## 1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
Incode	Court
Incode	Public Safety
Brazos	eCitations

## 1.3 Project Timeline

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

## 1.4 Project Methodology Overview

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

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

## 2 Project Governance

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

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

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

### 2.1 Client Governance

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

#### 2.1.1 Client Project Manager

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

#### 2.1.2 Steering Committee

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

#### 2.1.3 Executive Sponsor(s)

**Contract No. 2017-0132**

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

## 2.2 Tyler Governance

### 2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the City of Bastrop. If requested, the Tyler Project Manager(s) provide regular updates to the City of Bastrop’s steering committee and other Tyler governance members.

### 2.2.2 Tyler Implementation Management

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

### 2.2.3 Tyler Executive Management

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

## 2.3 Acceptance and Acknowledgment Process

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

- The City of Bastrop shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City of Bastrop does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Bastrop does not agree the particular Deliverable or Control Point meets requirements, the City of Bastrop shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business

days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Bastrop shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Bastrop does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

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

### 3.2 Data Conversion

- The City of Bastrop is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Bastrop understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City of Bastrop may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City of Bastrop to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

### 3.3 Data Exchanges, Modifications, Forms and Reports

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

### 3.4 Hardware and Software

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

### 3.5 Education

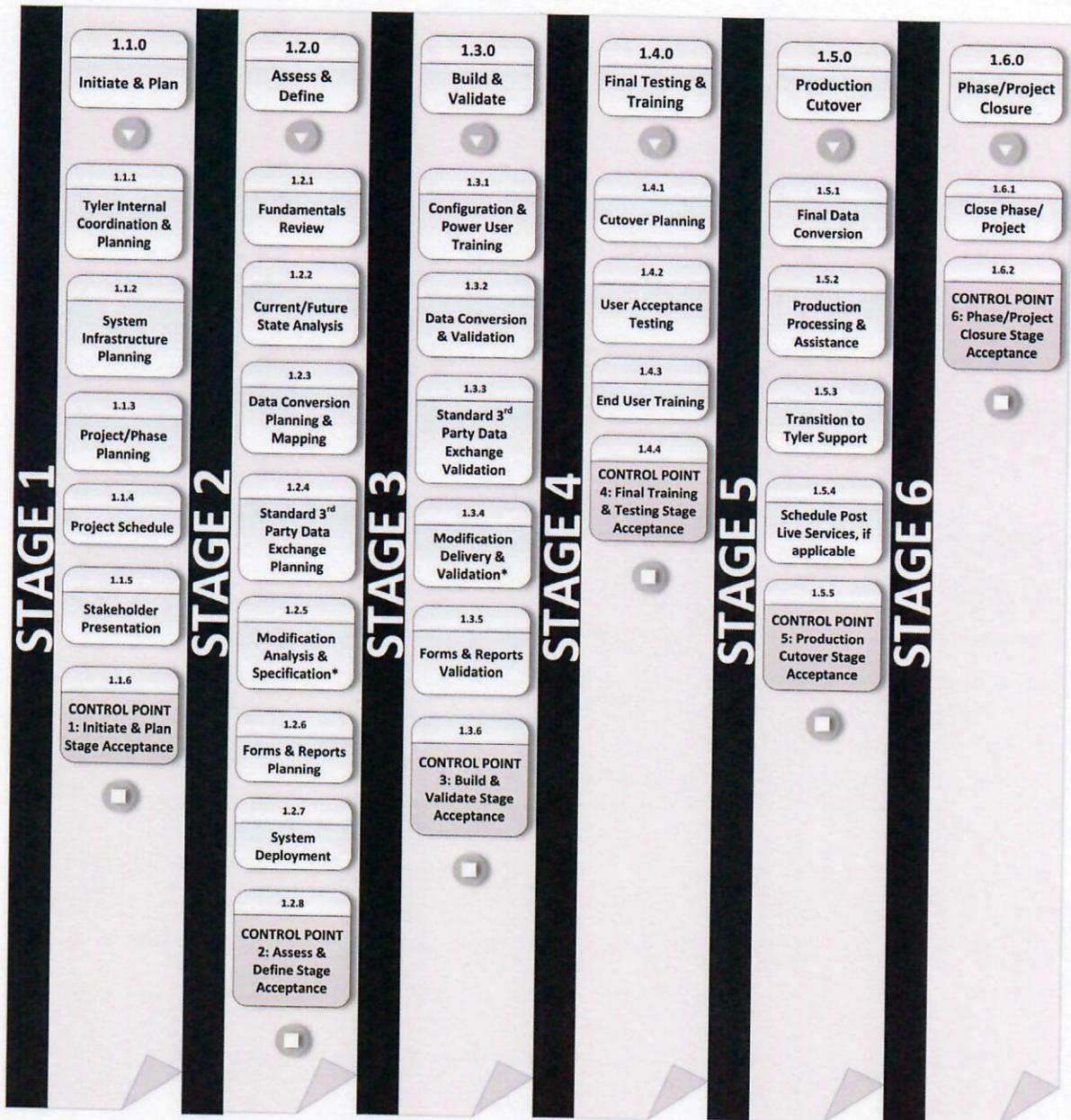
- During live and onsite training, the City of Bastrop provides a training room for Tyler staff to transfer knowledge to the City of Bastrop's resources, as well as a place for the City of Bastrop staff to practice what they have learned without distraction. If Phases overlap, the City of Bastrop will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City of Bastrop determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.

- The City of Bastrop provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City of Bastrop provided projector, allowing all attendees the ability to actively engage in the training session.
- The City of Bastrop testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City of Bastrop is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

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



\* - If included in project scope

## 4.2 Initiate & Plan (Stage 1)

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

### 4.2.1 Tyler Internal Coordination & Planning

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

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

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

### 4.2.2 System Infrastructure Planning

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

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

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

### 4.2.3 Project/Phase Planning

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

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

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

### 4.2.4 Project Schedule

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

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

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

## 4.2.5 Stakeholder Presentation

City of Bastrop stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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

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

## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

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

### Initiate & Plan Stage Deliverables

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

### Initiate & Plan Stage Acceptance Criteria

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

## 4.3 Assess & Define (Stage 2)

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

### 4.3.1 Fundamentals Review

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

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

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

### 4.3.2 Current/Future State Analysis

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

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

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

### 4.3.3 Data Conversion Planning & Mapping

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

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

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

### 4.3.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

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

### 4.3.5 Customization Analysis & Specification, if contracted

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

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

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

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

### 4.3.6 Forms & Reports Planning

City of Bastrop and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City of Bastrop-developed Reports or a newly discovered Customization that will require a Change Request.

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

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

### 4.3.7 System Deployment

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

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

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

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

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

### Assess & Define Stage Deliverables

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

### Assess & Define Stage Acceptance Criteria

**Contract No. 2017-0132**

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

## 4.4 Build & Validate (Stage 3)

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

### 4.4.1 Configuration & Power User Training

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

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

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

### 4.4.2 Data Conversion & Validation

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

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

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

### 4.4.3 Standard 3rd Party Data Exchange Validation

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

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

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

### 4.4.4 Customization Delivery & Validation, if contracted

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

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

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

### 4.4.5 Forms & Reports Validation

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

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

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

## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

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

### Build & Validate Stage Deliverables

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

### Build & Validate Stage Acceptance Criteria

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

## 4.5 Final Testing & Training (Stage 4)

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

### 4.5.1 Cutover Planning

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

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

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

### 4.5.2 User Acceptance Testing (UAT)

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

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

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

### 4.5.3 End User Training

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

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

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

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

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

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

### Final Testing & Training Stage Deliverables

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

### Final Testing & Training Stage Acceptance Criteria

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

## 4.6 Production Cutover (Stage 5)

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

### 4.6.1 Final Data Conversion, if applicable

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

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

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

## 4.6.2 Production Processing & Assistance

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

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

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

### 4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City of Bastrop to the Tyler Support team, who provides the City of Bastrop with day-to-day assistance following Production Cutover.

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

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

### 4.6.4 Schedule Post-production Services, if applicable

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

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

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

## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

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

### Production Cutover Stage Deliverables

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

### Production Cutover Stage Acceptance Criteria

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

## 4.7 Phase/Project Closure (Stage 6)

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

### 4.7.1 Close Phase/Project

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

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

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

## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

### Phase/Project Closure Stage Deliverables

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

### Phase/Project Closure Stage Acceptance Criteria

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

## 5 Roles and Responsibilities

### 5.1 Tyler Roles and Responsibilities

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

#### 5.1.1 Tyler Executive Management

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

#### 5.1.2 Tyler Implementation Management

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

#### 5.1.3 Tyler Project Manager

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

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

## **Contract No. 2017-0132**

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

### 5.1.4 Tyler Implementation Consultant

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

## Contract No. 2017-0132

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

### 5.1.5 Tyler Sales

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

### 5.1.6 Tyler Software Support

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

## 5.2 City of Bastrop Roles and Responsibilities

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

### 5.2.1 City of Bastrop Executive Sponsor

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

### 5.2.2 City of Bastrop Steering Committee

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

**Contract No. 2017-0132**

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

### 5.2.3 City of Bastrop Project Manager

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

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

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

#### 5.2.4 City of Bastrop Functional Leads

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

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

### 5.2.5 City of Bastrop Power Users

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

### 5.2.6 City of Bastrop End Users

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

### 5.2.7 City of Bastrop Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City of Bastrop's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City of Bastrop 3<sup>rd</sup> party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler

- Assists with software deployment as needed

### 5.2.8 City of Bastrop Upgrade Coordinator

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

### 5.2.9 City of Bastrop project Toolset Coordinator

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

### 5.2.10 City of Bastrop Change Management Lead

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

## 6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City of Bastrop to Validate what was agreed to be in Scope has been Delivered.

**Contract No. 2017-0132**

Business Requirements Document	A specification document used to describe City of Bastrop requirements not available through Tyler software functionality, which will lead to a Modification with City of Bastrop acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.

**Contract No. 2017-0132**

Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City of Bastrop is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.

**Contract No. 2017-0132**

Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

## 7 Incode 10 Conversion Summary

### 7.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)

- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.

## 8 Incode Public Safety Summary

### 8.1 Incode Public Safety - Standard

#### 8.1.1 Master Files

- The Master Name index allows you to collectively document information for an individual. The goal is to generate a single master record on an individual and gather and maintain information in order to associate the name to any involvement they have within Incode Public Safety.
- The Master Address index allows you to collectively document every location in your agency's jurisdiction. Also, it allows you to document and track the resident history and contact information for a specific address in Incode Public Safety.
- The Master Vehicle index allows you to document every vehicle associated with a report in Incode Public Safety. Also, it allows you to track every report and person associated with a certain vehicle.
- The Master Property index allows you to document every property item associated with a report in Incode Public Safety. Also, it allows you to track every report and person associated with a certain property item.

#### 8.1.2 Arrests

- The Arrest module is where you provide an accurate, historical account of an arrest associated with an incident and important information used for Uniform Crime Reporting (UCR) and National Incident-Based Reporting System (NIBRS) reporting. The Arrest module is unique in that an initial arrest report can be generated from an incident report. Once the arrest report is completed in the Arrest module, it can then be rolled over into the Jail Intake module, which helps you avoid entering redundant data.

#### 8.1.3 Incidents

The Incident module is the largest and most important module in the Records Management System (RMS) application. You use the Incident module to enter all the specific information concerning an investigation of a crime or incident, such as the incident's location, victims, and offenses, the subjects involved in the incident, and any property or vehicles associated with the incident. This information is used for historical reference, court prosecution, for Uniform Crime Reporting (UCR) and National Incident-Based Reporting System (NIBRS) reporting, criminal investigation, and statistical analysis.<sup>38</sup>



# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 12A

**TITLE:**

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of four (4) pieces of property in and around the Downtown area.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** October 24, 2017

**AGENDA ITEM:** 13

**TITLE:**

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

