City Council Agenda
Tuesday, June 4, 2019

6:00 p.m. – Study Session

1. Joint Study Session – Cherry Hills Village Art Commission
2. Discussion of Agenda Items

6:30 p.m. – Regular Meeting

1. Call to Order
2. Roll Call of Members
3. Pledge of Allegiance
4. Approval of Agenda
5. Audience Participation Period (limit 5 minutes per speaker)
6. Reports from City Boards, Commissions and Committees
7. Consent Agenda
   a. Approval of Minutes – May 21, 2019
   b. Resolution 20, Series 2019; Approving a License and Services Agreement with Tyler Technologies for Electronic Ticketing
8. Items Removed From Consent Agenda
9. Unfinished Business
10. New Business
    a. Community Security Shelter Code Amendment
11. Reports
    a. Mayor
    b. Members of City Council
    c. City Manager and Staff
       (i) Unaudited Financial Statements
    d. City Attorney
12. Adjournment

Notice: Agenda is subject to change.
If you will need special assistance in order to attend any of the City’s public meetings, please notify the City of Cherry Hills Village at 303-789-2541, 48 hours in advance.
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL

FROM: JESSICA SAGER, DIRECTOR OF FINANCE AND ADMINISTRATION

SUBJECT: JOINT STUDY SESSION WITH CHERRY HILLS VILLAGE ART COMMISSION

DATE: JUNE 4, 2019

ISSUE
The Cherry Hills Village Art Commission (CHVAC) is excited to share its projects and priorities with City Council during the June 4, 2019 joint study session and would like feedback regarding City Council’s vision for the Commission’s future.

DISCUSSION
Sculpture-on-Loan
Since its inception in 2011 the CHVAC has solicited loans of sculpture from artists for display in the City. Loan periods are typically for at least two years. The following sculptures are or were part of the CHVAC’s loan program:

- Sundown by Walt Horton, located at the Village Center, on loan 2011-2017
- Bein Withond by Anthony Heinz May, located at Three Pond Park, on loan since 2012
- Flying Cranes by Reven Swanson, formerly located at Quincy and Happy Canyon, on loan 2013-2015
- Colorado Loop #6 by Yoshitomo Saito, formerly located at Quincy and University, on loan 2014-2017
- Rubric by Emmett Culligan, located at the Village Center, was commissioned for loan in 2014 and purchased by the City in 2016
- Big Bronze Walking Eye Flower by James Surls, located in City Park on the northwest corner of Quincy and University, on loan 2018-2020

Additionally, the City owns the following pieces of art:
- Cherry Hills Landscape (painting), located in the City Hall, purchased in 1987
- High Line Regulars (painting), located at the Joint Public Safety Facility, donated in 2013
- Hindsight (painting), located at the Joint Public Safety Facility, donated in 2013
• *Chainsaw* (sculpture), located in Dahlia Hollow Park, donated in 2013
• *Crew Series #4, 5 and 7* (sculpture), located at Holly St and Quincy Ave, donated in 2015
• *High on Country* (painting), located at the Joint Public Safety Facility, donated in 2015
• *Charlo* (sculpture), located at the Joint Public Safety Facility, purchased in 2016
• *Rubric* by Emmett Culligan, located at the Village Center, was commissioned for loan in 2014 and purchased by the City in 2016
• *Untitled* (sculpture), located at Quincy Farm, donated in 2018

The CHVAC has heard from residents that they prefer art on loan rather than increasing the City’s permanent collection. However, procuring quality pieces of art for loan on a small budget is difficult. Beginning in 2017 the CHVAC has been working with an art consultant, Kendall Peterson of ThereSquared Inc., to redevelop the sculpture-on-loan program. The CHVAC has found working with Ms. Peterson to be extremely helpful and productive.

**Annual Event**
The CHVAC’s annual event is scheduled for July 17th at the Abrams’ residence. The CHVAC is planning to include a tour of the new City Hall and of the new sculpture-on-loan as part of the event. The event will be advertised in the May, June and July issues of the Village Crier. Regular tickets will be $125 per person and host committee tickets will be $300 per person or $500 per couple. Host committee names will be printed on the event invitations. Ticket proceeds are saved in the Art Donation Account (see Budget section below).

**Art for New City Hall**

**Permanent Sculpture**
City Council approved a $45,000 budget for permanent art at City Hall. At their May 29th meeting, the Commission put together a timeline for selecting an artist for the piece/pieces that will be placed at City Hall. The timeline is attached as Exhibit A. The Commission will also be advertising their meeting information as much as possible in an effort to get public feedback regarding their selections.

**Paintings**
The new City Hall has interior wall space available for artwork. City Manager Thorsen has suggested long-term loans (6 months) of artwork to place in City Hall. The CHVAC will be working on this new project.

**Artist Directory**
At the January 2019 meeting, the CHVAC agreed that it would be beneficial to create an artist directory of local fine and decorative artists in the Village. The list will be published on the City website and occasional issues of the Village Crier to inform Village residents. Commissioner Pamela Hall wrote an article for the March issue of the Village Crier to solicit artist information.

**Community Concert Series**
The CHVAC has been approached by resident Tory Leviton regarding the creation of a Community Concert Series to be initially held in residents’ homes. The CHVAC will help to promote the event. The first event is planned for September with more details to come.

**Outreach**

The CHVAC has its own liaison assignments for members of City Council and outside groups. They are developing their relationship with the Cherry Hills Land Preserve and plan to participate in the Trail Walk for the second time this year.

**Budget**

The CHVAC’s 2019 budget is $21,000. The planned expenditures for these funds are:

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<td>Charlo</td>
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The CHVAC also has an Art Donation Account where proceeds from fundraising events are collected. The Art Donation Account is to be used for the purchase of art and currently stands at $25,405.50.
Memorandum

To: CHVAC
From: Kendall Peterson, ThereSquared LLC
Date: May 29, 2019
Re: Art Selection Process for Cherry Hills Village

The following outlines the proposed selection process for public artwork at the Civic Center Building. The process is intended to be deliberate, transparent and open. Members of the public may weigh in at meetings and attend to understand the process along the way. Members of CHV staff and City Council are also encouraged to participate and attend meetings.

Meeting 1: Set Criteria and Confirm Selection Process
To be held at the CHVAC meeting: June 24, 2019 9:30 am (1-1.5 hours)
Art Consultant will guide CHVAC members decide on the criteria for the Call to Artists. Topics to be discussed:

- Local, regional or national call to artists?
- Materials that will be considered: stone, bronze, steel etc.?
- Confirm location for Artwork. Will there be lighting?
- Selection method: CallForEntry.org or Invitational?
- Application materials that will be requested?
- Artwork for purchase or site-specific proposals
- Type of artwork desired: contemporary, abstract, figural?
- Discuss community expectations; hear comments from public.
- Design outreach approach.
- Finalize schedule for selection process

Following Meeting 1, Art Consultant will draft an invitation/call to artists according to criteria created by the CHVAC. A draft of the call to artists will be circulated for approval by the CHVAC and then put out to the public for applications. Consultant will assemble applications and make sure they are processed and ready for review at next meeting. The CHVAC members may be asked to pre-score the applications depending on the number received.

Meeting 2: Application Review and Select Semi-finalists
To be held at the CHVAC meeting: August 26th 9:30 am (1-1.5 hours) TO BE CONFIRMED
During this meeting the members of the CHVAC will select between 1-4 semifinalists (depending on budget) to visit the site and then return with a proposal for site-specific artwork. (If the CHVAC had done a call for available artwork this meeting will be used to decide which artwork to purchase.) Activities include:
• Review existing proposals for discussion.
• Conduct several rounds to winnow down the artists in consideration.
• Discuss merits of semi-finalists and give guidance for proposals
• Invite artists to return with site-specific proposals in 6-8 weeks.
• Follow up with artists; additional selection process as needed.

Following Meeting 2, Art Consultant will communicate directly with the artists, arrange for a site visit and answer questions that the artists need for their proposals.

Meeting 3: Artist Proposal Presentations
TBD (3-4 hour meeting depending on number of semi-finalists)
The artists will have 30-45 minutes to present a formal proposal to the selection committee. They will come to the group with a proposed work of art, schedule to create it, budget (all inclusive) and other items. Following the proposals, the CHVAC will discuss and make a decision on which proposal moved to contract. If none of the proposals are acceptable, we can re-start the process.

Following Meeting 3, the final approval process begins. Approval from Council and the Mayor will be necessary before going to contract.
The City Council held a study session at 5:30 p.m.

Mayor Russell Stewart called the meeting to order at 6:30 p.m.

**ROLL CALL**

Mayor Russell Stewart, Councilors Randy Weil, Afshin Safavi, Al Blum, Mike Gallagher, Dan Sheldon, and Mayor Pro Tem Katy Brown were present on roll call. Also present were City Manager Jim Thorsen, City Attorney Kathie Guckenberger, Police Chief Michelle Tovrea, Community Development Director Rachel Granrath, Finance Director Jessica Sager, Parks and Recreation Coordinator Emily Black and Deputy City Clerk Terri Littleford.

Absent: none

**PLEDGE OF ALLEGIANCE**

The Council conducted the pledge of allegiance.

**APPROVAL OF AGENDA**

Mayor Pro Tem Brown moved, seconded by Councilor Blum to approve the agenda.

The motion passed unanimously.

**AUDIENCE PARTICIPATION PERIOD**

Linda Carney, 5411 Nassau Circle East, stated she has lived in Cherry Hills Village for 40 years and felt the Denver Metroplex was historically the most important issue facing the City. She said she has received several letters from concerned residents that understand the facts of what will happen if the controversial Metroplex plan is implemented. She expressed her concern that citizens had not heard from any of the members on Council regarding what their positions were on the issue, and that it hadn't been an item on the agenda. She encouraged each Councilmember to file their personal objection to the FAA before the June 6 deadline, stating a failure to do so indicated agreement with the plan. She reminded Council that they were representatives and they had an obligation to inform the citizens of this plan and how it would affect their lives. She said the plan had impending, negative consequences to the City. She asked Council to promise that they would act on the citizens behalf, and theirs too. She suggested that Council send emails to every resident explaining the issue and research that had taken place, and ask them to submit their comments and
concerns. She stated the costs would be high if the plan was implemented, both in physical and emotional health, due to disruptions in daily living and sleep. In addition, she said property values would decrease. She asked that the Council act now in order to keep the City thriving, healthy and quiet. She explained the FAA assumptions were deceptive and wrong and the algorithms were not based on environmental impact studies with real data. She said the FAA admitted that it had no control over the number of flights that would fly over the City, but DIA was building an extra 40 gates so flights are expected to increase in the future. She stated that their data indicating how high plans would fly was taken from sea level; therefore, planes flying over the City would be very low and loud. She explained this issue had become a disaster in other cities and that once implemented, it could not be changed. She said the number of objections filed would make a difference and that 6,000 letters stopped this plan in a California community and a similar plan in Phoenix.

Jerry Walker, the Head Master from Kent Denver 4000 East Quincy Avenue, read a letter from the school administration based on concerns the City had regarding traffic mitigation. The letter thanked the Council for their thoughtful consideration to remove the language concerning the conveyance of land to the City for the purpose of building a roundabout. He continued that they appreciated the decision to approve that request and the school was looking forward to continuing their partnership with the City to address traffic issues on Quincy Avenue. He reiterated that the Board of Trustees and school administrators are fully committed to that issue. At the same time, he indicated the school would implement two late start days next year and stagger release times, while continuing to encourage students, staff and parents to carpool, take alternative transportation or bike to school. He also encouraged the citizens of the community to submit ideas for mitigation. He stated that Kent Denver desired to be a part of any solution and was committed to remaining a partner of the City.

Tory Leviton, 3901 East Quincy Avenue, expressed his excitement over his recent appointment to the Parks, Trails and Recreation Commission (PTRC). He stated that traffic problems in the City may not easily be solved, but residents and the City could change how attractive Quincy Avenue was by looking for improvements which impact so many people. He mentioned he has begun working with the Cherry Hills Village Art Commission to schedule a concert series later in the year.

Diane Reeder, 4901 Nassau Circle West, expressed her concerns about the FAA Metroplex. She said the FAA Environmental Assessment was flawed, explaining that it failed to include the impact of plane emissions and particulate matter on resident’s health and welfare. She stated it also excluded the impact of noise at or below 65 decibels on sensitive areas and the impact on historic areas, parks, schools and hospitals. She said the FAA’s estimate of the number of flights was grossly underestimated and therefore the estimated noise level that would result was inaccurate. She explained there were 1,600 flights in and out of DIA daily and the FAA recognized that those flights will increase by 70 to 100% between 2030 and 2035. She said that would be 2,700 to 3,200 flights daily. She explained that Centennial Airport was the second busiest general aviation airport in the country with more than 900
incoming and outgoing flights daily. She stated the FAA had specified changes to the flight path from this airport, but senior staff confirmed the implementation of the Denver Metroplex will cause diversion of many of those flights over the City and the noise could be much worse than that of flights from DIA. She said the FAA should delay the Denver Metroplex until a full environmental impact statement was completed. She explained that property values would drop which would result in a decrease in property taxes and have a negative impact on services the City was able to provide. She stated this was a very serious issue and citizens must know where each Councilmember stands on the issue.

REPORTS FROM CITY BOARDS, COMMISSIONS AND COMMITTEES

None

CONSENT AGENDA

Mayor Pro Tem Brown moved, seconded by Councilor Sheldon to approve Item 7b on the Consent Agenda:

b. Contract of Services with Singing Hills Landscape for Irrigation Installation at Quincy Farm

The motion passed unanimously.

ITEMS REMOVED FROM CONSENT AGENDA

Mayor Pro Tem Brown removed Item 7a from the Consent Agenda.

Mayor Pro Tem Brown moved, seconded by Councilor Sheldon to approve as amended Item 7a on the Consent Agenda:

a. Approval of Minutes May 7, 2019

The motion passed unanimously.

UNFINISHED BUSINESS

None

NEW BUSINESS

Financial Director, Sager presented the Cherry Hills Village Art Commission's (CHVAC) recommendation for a sculpture-on-loan and budget for permanent art at City Hall. She said the CHVAC recommended approval to enter into a two year loan for a sculpture called Really created by artist Wayne Salge. She explained the Commission recommended placing the sculpture behind City Hall, along Quincy Avenue, in the same
location previously occupied by *Sundown*. She said an article about the potential loan was published in the April issue of the Village Crier as part of the Commission’s outreach program and PTRC discussed the location and the sculpture at their April 11th meeting and voted unanimously to recommend approval. She said the second item the CHVAC was seeking approval for is the funding for permanent art in City Hall. She said that now that City Hall was complete and costs have come in under budget, the Commission recommended funding of 1% of building costs, or approximately $45,000. She indicated this is typically what other jurisdiction have spent to fund similar art programs. She noted that if Council approved the funding request, the CHVAC would return to Council later in the year with recommendations for permanent art at City Hall.

Cherry Hills Village Art Commission Chair, Ann Polumbus, said that the art would be on loan for two years. She explained the *Really* sculpture was 8 feet tall, made of museum quality bronze and was therefore easy to maintain. She said the piece was a combination of realism and abstract, in addition to being a bit edgy, whimsical and humorous. She further explained the artist was from Colorado and had pieces displayed at Children’s Hospital, the Ritz Carlton, and the Four Seasons.

Councilor Weil asked if the program was in effect a rent to own program and if there were provisions in place to eventually buy the art by crediting the loan price to the purchase price. He also asked if the art was originally supposed to be in John Meade Park but was relocated because the park would be under construction. He also expressed his concern that art placed in the City was centrally located and asked if it was possible to have it moved to the park thereby having art distributed throughout the City.

Ms. Polumbus said they had not negotiated an option to buy but thought it could be possible. She further explained that based on feedback that was provided during a resident focus group at one of their meetings, the CHVAC has continued to place art in one centrally located area.

City Manager Thorsen explained staff would be looking at bids later in the week for the park construction and anticipated the park would be complete within a year. He said the art could be moved to the park later if Council desired.

Councilor Weil asked if alternative locations in the City were considered for the art.

Ms. Polumbus stated that the Commission would like to have art in other locations, but the timing for that was not right.

Councilor Weil asked if the $45,000 for permanent art was for one piece of art or several little pieces.

Ms. Polumbus stated that the Commission was looking for quality pieces and therefore the $45,000 would likely be allocated for one sculpture to be placed on the gravel next to the entrance of City Hall.
Mayor Pro Tem Brown asked if the original plan was to place the *Really* sculpture at the corner of University Boulevard and Quincy Avenue. She explained that the concept of sculptures in parks was controversial and required some deliberation. She said it was a better idea to consolidate the art in one area rather than disburse it in parks where it might interfere with the parks use.

Ms. Polumbus said that the plans for the sculpture had changed and the CHVAC have settled on the area behind City Hall.

Councilor Gallagher questioned the high price tag of $45,000 for one piece of art and asked what would be done inside the building and how that would be funded. In addition, he asked that the Commission consider the artistic talent in the City.

Ms. Polumbus stated that the Beardsley piece, currently located in the Police Facility, would be moved into the main vestibule in City Hall. She said the next task for the CHVAC was to determine what kind of hanging mechanisms would be used for art inside the building. She concurred that there was a lot of talent in the City which would be considered in the future, and a lot of open wall space in City Hall.

Councilor Sheldon asked for confirmation that the Beardsley piece would be moved to City Hall. He also asked if $45,000 was left in the budget for the 1% allocation for art.

Finance Director Sager confirmed the City Hall project was under budget and the expenditure would be paid from the COP Fund.

Councilor Blum asked to confirm that the City Hall project was at least $45,000 under budget.

Finance Director Sager confirmed that it was.

Councilor Blum said the memorandum states $10,000 is needed whereas the motion was for $12,000 and asked why there was a discrepancy.

Finance Director Sager explained $10,000 would be paid the artist but the total cost of the sculpture over the two years period would be $12,100; including the installation and removal fees for the piece.

Councilor Blum asked if the $12,100 was part of the $45,000 the Commission was requesting for permanent art in City Hall.

Finance Director Sager responded it was not. She said the $12,100 was a would be paid from the Commissions line item in the approved 2019 budget and the $45,000 would come out of the COP Fund.
Mayor Stewart said when the Citizen’s City Center Committee (CCCC) approved the construction of City Hall, their recommendation was for 1% for an art budget and that had been approved by a previous City Council. He confirmed there is money in the budget in addition to $500,000 grant staff had applied for.

Mayor Pro Tem Brown moved, seconded by Councilor Gallagher to approve the expenditure of up to $12,100 for the delivery, installation, two-year loan, and removal of Really by Wayne Salge to be installed on the City Hall campus along Quincy Avenue, and authorize the Mayor to sign the Art Loan Agreement once it has been signed by the artist.

The motion passed unanimously.

Moved by Mayor Pro Tem Brown, seconded by Councilor Weil to approve the Cherry Hills Village Art Commission to expend up to $45,000 for the purchase of art for the new City Hall.

The motion passed unanimously.

Ms. Polumbus thanked the Council for their support. In addition she stated that she was impressed by the recycling event hosted by the City on the previous Saturday and thanked the City staff.

Finance Director Sager presented the 2018 Audited Financial Statements for the Council’s approval. She said section 3.10 of the City Charter required an independent audit of the City’s financial affairs by a certified public accountant. She explained John Cutler and Associates audited the 2018 financial statements and Mr. Cutler provided a letter at the beginning of the audit document that says in part “the financial statements are presented fairly with respects to all activities and to each fund as of December 31, 2018”. She said staff had also written a management discussion and analysis that provided a summary of the 2018 financial statements. She explained the City’s financial position remains strong with assets exceeding liabilities at the close of fiscal year 2018 in the amount of $39 million.

Mayor Pro Tem Brown moved, seconded by Councilor Blum to approve the Audit of the Financial Statements of the City of Cherry Hills Village for year-end December 31, 2018.

The motion passed unanimously.

**REPORTS**

**Mayor’s Report**

Mayor Stewart attended the Mayors Meeting on May 8th where the procedures for minutes were discussed. He said many cities record action minutes rather than detailed minutes. He said a guide book for elected officials reviews the pros and cons of
Councilor Weil asked how long the project would take and if the roads would be closed for just two weekends.

City Manager Thorsen said the project would take one year, and confirmed the road closures would take place from each Friday night through early Monday morning over two weekends.

Mayor Pro Tem Brown stated that cut through traffic in the City would increase significantly on the days that Hampden is closed.

City Manager Thorsen stated that since the road closures were happening on weekends, school traffic would not be affected.

Councilor Weil asked if the Police Department would help manage traffic.

Chief Tovrea stated that weekend traffic was very different than that on a weekday but the Department would provide services where needed.

City Manager Thorsen said detour routes would be routed through Denver, not through Cherry Hills Village.

Mayor Stewart said he met with Sheriff Brown and Commissioner Conti on May 16th and discussed funding options for the new County jail, courthouse and mental health detention facility. He explained they have appointed a long range planning group and the work will take place in four phases over nine years. He said the cost of the project is $900 million and would be paid for by sales and property taxes. He stated their mill levy is low and an increase would provide enough money for the project. He explained...
that representatives from the County are giving presentations on the project and are offering tours of the current facility. He stated the Arapahoe County Commissioners, Metro Mayors and City Managers held their meeting at City Hall on May 17th. He said there were substantive discussions on the Denver Metroplex, Legislative updates, the right to survive, homeless issues and homeless camps on the South Platte. He mentioned the City of Aurora is competing for the Space Port, a Division of the Air Force and the facility could be located at either Buckley or Peterson Air Force Base, noting that Buckley Air Force Base is Aurora's largest employer. He explained that Delaware and Alabama were also in the competition. He said the environmental assessment prepared by the FAA shows that noise levels in Cherry Hills Village will go down as a result of the proposed alternative for the Denver Metroplex, but Kiowa County would be impacted the most. He said this was based on modeling of five years of flights compared to a no action option and a preferred alternative option. He stated that Mayors will act together and that an environmental impact statement was needed to fully assess the issues. He said the City should not make a hasty decision on something that will make the noise levels better and invited community members to contact him to voice their concerns. He said Centennial Airport is not impacted by the Metroplex and the City would be more impacted by their increase in air traffic. He noted the only recourse the City has regarding Centennial Airport's growth is the Centennial Airport Noise Roundtable. He further stated that most of the City's noise issues were a result of the Centennial Airport. He stated the High Line Canal Working Group will meet May 29th to discuss how the seven jurisdictions the canal runs through could work together regarding general governance and recreational uses of the canal. He noted the Council Retreat would be the following day and invited residents to attend.

Members of City Council

Councilor Safavi mentioned he attended a Denver Metroplex meeting in order to gather facts on the Denver Metroplex issue. His intention was to see the flight paths and what other solutions would be offered in regard to noise and safety. He said he looked at the data, and although he was not an expert in the field, wished he could talk to scientists who could validate the data the FAA has provided. He said he will support what the voters want, but is concerned about alternatives for the future.

Councilor Weil said Cherry Hills Farm HOA leadership overwhelmingly supported the plans for a security shelter. He said the Cherry Hills Farm HOA have been asking residents if they were in favor of a security shelter rather than specifics such as location or architecture. He explained the plans and drawings would be available for the public to see in June. He stated that he attended a party for the opening of the light rail station at Sky Ridge. He hoped that the growth in Lone Tree and increased ridership would have a positive impact on traffic in the City.

Pro Tem Mayor Brown said the Rules of Procedure state that one Council meeting would be held in July on the third Tuesday. She attended a meeting regarding the crosswalk at South Hudson Way and Dahlia Street and said that although one resident strongly opposed the proposition, about half were in favor of it. She said the meeting
was civil and in the end the citizens were comfortable moving forward with the project. She said a citizen approached her six years ago about the unbearable level of air traffic noise. She noted this complaint was what led to the formation of the Centennial Airport Community Noise Roundtable. She said Council was most likely not aware of massive airspace changes made in 2012 and therefore were unable to voice opposition to those changes, which did however increase air traffic. She said when she learned what was involved in phase two of that project she realized that no one should be under one of these concentrated flight paths. She stated the results of the environmental assessment were expected and were the same for every city where it was conducted. She said they do the same modeling and analysis and report Findings of No Significant Impact (FONSI). She explained the criteria for establishing this determination was deeply flawed which was brought to the FAA’s attention by Congress and the FAA reauthorization in 2018. She reported the FAA was directed by Congress to reevaluate the standards that have been set for determining the impact of noise. She asked the FAA why this project was grandfathered in and they were not required to apply the new standards to this project. She explained her position was they may not be required to, but it did not mean that they can’t. She didn’t know if there was anything they could force the FAA to do if they were meeting all of the criteria and standards required of them, but it did not mean they had to accept it. As a Council member she said it was compelling when the public voiced their opinion. She stated that as a community it was important to voice concerns regarding this issue. She added that the FAA reports were based on models, not data collected. She thanked members of the community who had voiced their opinions about the issue.

Councilor Gallagher stated the recycling event held by the City was outstanding and thanked the staff for their efforts. He stated further that he was looking forward to the Denver Metroplex discussion at the retreat.

Councilor Sheldon said the Charlou neighborhood added solar powered cameras that would monitor cars going into and out of the neighborhood and would store this information in the cloud. He asked staff to remove old items from the project activity list included in the Community Development monthly report if they were no longer relevant such as Kent Denver Public Hearing and Swastika Acres. He thanked Laura Christman, Earl Hoellen, Mayor Pro Tem Brown and Mayor Stewart for their work in opposing the Denver FAA Metroplex. He thanked Community Development Director Granrath, who would be leaving her position with the City on May 24th, for her work for the City and wished her the best of luck.

Councilor Blum said he attended the FAA meeting and stated that Mayor Pro Tem Brown asked several tough questions that they could not answer. He said the algorithm they presented did not take into account any future flights. He encouraged citizens to send their letters of opposition before the June 6th due date. He said unless there was a lawsuit, an environmental impact statement would be needed to fully assess the consequences.
Draft

Mayor Stewart said a lawsuit would have to be filed either in the 10th Circuit or the Federal Circuit and that the City would want to work with neighboring cities in regards to this.

Councilor Blum asked about the status of the left hand turn signals at Glenmoor Drive.

City Manager Thorsen said comments and plans were submitted to CDOT and they in turn identified some things they wanted corrected on the plans. He stated they specifically did not like the idea of adding left turn arrows and giving green time for Belleview Avenue traffic to turn onto either Glenmoor Drive or Field Street. He said the purpose of a signal was to provide a protected turn lane for those cars. He explained negotiations would continue with CDOT.

Mayor Stewart inquired about the status of 5G design and technology.

City Manager Thorsen said the City was working with the City of Greenwood Village to determine which pole would work best for this project.

Councilor Blum asked if a blinking left turn light could be installed at Glenmoor Drive.

City Manager Thorsen said that type of turn lane is called a passive turn lane and confirmed that it was part of the discussion with CDOT.

City Manager & Staff

City Manager Thorsen recognized Community Development Director Granrath for her work and dedication to the City. He noted Director Granrath was his first hire and that she had excellent skills and knowledge. He continued that her most endearing quality was her personality and her ability to brighten everyone’s day. He commended her for her ability to pacify irate clientele. He presented her with a memento from the City.

Community Development Director Granrath said the decision to move on was not an easy one, and thanked staff and Council and stated it had been a pleasure working with them.

Mayor Stewart inquired about the striping on University Boulevard.

City Manager Thorsen said the City was waiting to hear from CDOT.

Parks and Recreation Coordinator Black clarified that the Cherry Hills Village Land Preserve was helping to provide the programing at Quincy Farm and thanked them for their help.
ADJOURNMENT

The meeting adjourned at 7:50 p.m.

__________________________
Russell O. Stewart, Mayor

__________________________
Terri Littleford, Deputy City Clerk
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: MICHELLE TOVREA, CHIEF OF POLICE
SUBJECT: RESOLUTION 20, SERIES 2019; APPROVING A LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES FOR ELECTRONIC TICKETING
DATE: JUNE 4, 2019

ISSUE
Should the City Council approve Resolution 20, Series 2019, approving a License and Services Agreement with Tyler Technologies for electronic ticketing (eCitations)? The contract has been reviewed by the City Attorney.

DISCUSSION
Tyler Technologies Brazos Electronic Ticketing ("eCitation") software and equipment would have many positive impacts for the City, Police Department and citizens. The process would eliminate the traditional ticket book and pen method of writing traffic tickets. Instead, officers would use a handheld device which would scan the barcode on the violator’s license and automatically populate the information for the ticket. After the data is entered, the violator would receive a copy just as they currently do from a portable printer.

The eCitation method has several benefits over the traditional paper method:

1. Officers spend less time at the side of the road and spend more time on both patrolling the city and enforcing traffic laws in other locations.
2. Violators are on their way faster.
3. No need for clerks to manually enter information from paper tickets into a database which will assist the Police Clerk and the Court Clerk.
4. Nearly instantaneous access to traffic violation and accident data.

The eCitation system will interface easily with the records management system that the City recently purchased for law enforcement matters, and is currently being used by Arapahoe County.
The project includes the purchase of four portable electronic ticket units, four printers and all of the necessary hardware, software and services required to implement the program.

**BUDGET IMPACT STATEMENT**

The approved 2019 budget includes the initial price for the eCitation system of $33,816.51. The contract before Council totals $31,642.00 which includes a one year software maintenance to Tyler of $1,397.00 and an annual hosting (hardware and operating systems of the equipment) fee $466.00. Future maintenance and hosting fees will be added to the Information Technologies budget.

**RECOMMENDATION**

Staff recommends approval of Resolution 20, Series 2019, approving a License and Services Agreement with Tyler Technologies for electronic ticketing in 2019.

**RECOMMENDED MOTION**

“I move to approve Resolution 20, Series 2019, approving a License and Services Agreement with Tyler Technologies for electronic ticketing in 2019.”

**ATTACHMENT**

Attachment A: Tyler Technologies License and Service Agreement.
RESOLUTION NO. 20
SERIES 2019

INTRODUCED BY:
SECONDED BY:

A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING A LICENSE AND SERVICES AGREEMENT
WITH TYLER TECHNOLOGIES, INC. FOR E-CITATION SOFTWARE

WHEREAS, pursuant to Section 31-15-101, C.R.S., the governing body of a municipality has the authority to enter into contracts; and

WHEREAS, the City’s Police Department (“Department”) currently uses a ticket book and pen method of writing traffic citations; and

WHEREAS, the Department has identified an electronic method that would expedite the process of issuing traffic citations, improve access to traffic violation and accident data, and enhance the ability of the Department to enforce the City’s traffic laws, in the form of an electronic ticketing software and hardware system provided by Tyler Technologies, Inc. (“eCitation”); and

WHEREAS, pursuant to Section 5.1 of the City’s Home Rule Charter, the Mayor shall sign all contracts in writing binding the City; and

WHEREAS, the City desires to enter into the attached License and Services Agreement with Tyler Technologies, Inc. for eCitation software and related services in accordance with the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby approves the attached License and Services Agreement with Tyler Technologies, Inc., and authorizes the Mayor to execute said Agreement on behalf of the City.

Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this 4th day of June, 2019, by a vote of yes no.

(SEAL)

Russell O. Stewart, Mayor

ATTEST:

Kathie B. Guckenberger, City Attorney

Resolution 20, Series 2019
Page 1 of 2
ATTACHMENT A:
TYLER TECHNOLOGIES LICENSE AND SERVICES AGREEMENT
LICENSE AND SERVICES AGREEMENT

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

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 136836;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler’s contract with and pricing information for Sourcewell is available at https://sourcewell-mn.gov/cooperative-purchasing/; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler’s Brazos-e-Citation software, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

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

SECTION A – DEFINITIONS

- "Agreement" means this License and Services Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means City of Cherry Hills Village, Colorado
- "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 Tyler Software as set forth in the Investment Summary, for the fees set forth therein.

• “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. A copy of our current SLA is attached hereto as Schedule 1 to Exhibit C.

• “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 2 to Exhibit C.

• “Third Party Terms” means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.

• “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.


• “Third Party Services” means the services provided by third parties, if any, identified in the Investment Summary.

• “Third Party Software” means the third party software, if any, identified in the Investment Summary.

• “Tyler” means Tyler Technologies, Inc., a Delaware corporation.

• “Tyler Software” means our proprietary software and related interfaces identified in the Investment Summary and licensed 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 the number of licenses identified in the Investment Summary, 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. You may add additional licenses at the rates set forth in the

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Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional licenses at our then-current list price, also by executing a mutually agreed addendum.

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 associated with such transfer.

1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation.

The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee directly to the escrow agent. 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 services, if any, itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for the requested services. We will bill you the actual fees incurred based on the in-scope services provided to you.

3. **Additional Services.** The Investment Summary contains, 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 reperform such services at no additional cost to you.

6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide our services, subject to any reasonable security protocols or other written policies provided to us.

7. **Client Assistance.** You acknowledge that the provision of services for the Tyler Software is a cooperative process that may require 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. This cooperation includes at least working with us to schedule the 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**

1. **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.

2. **If you have opted not to purchase ongoing maintenance and support services or fail to make timely payment under this Agreement, the Maintenance and Support Agreement does not apply to you.** Instead, you will
only receive ongoing maintenance and support on the Tyler Software Products 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 Products, 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 Products;
(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 Products or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

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

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

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

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 – HOSTING SERVICES**

1. We will either host or engage Third Party Services in order to host the Tyler Software 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 Tyler Software is 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.

**SECTION G - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. **Invoicing and Payment.** We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section G(2).

2. **Invoice Disputes.** If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done
by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all 
services, including maintenance and support services, if you fail to pay an invoice not disputed as described 
above within fifteen (15) days of notice of our intent to do so.

SECTION H – TERMINATION

1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute 
Resolution clause set forth in Section J(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 J(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.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation 
of Client not performed during the current fiscal year is subject to annual appropriation, and thus any 
obligations of Client in this Agreement shall extend only to monies currently appropriated and shall not 
constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year. 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 
G(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 G(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 I – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**

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

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.

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 you 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 OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO TIMES THE ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY. 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 I(1) AND I(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, and such policies will be endorsed to name you as a Certificate Holder and to name you, your elected officials, officers, employees, and agents as additional insured parties. We will provide you with all required certificates of insurance as evidence that the required policies are in full force and effect prior to initial installation of the Tyler Software. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to you. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by you, your officers, your employees, or your contractors shall be excess and not contributory insurance to that provided by us. We shall be solely responsible for any deductible losses under any policy.

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

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you,
if any, are for your internal administrative purposes only, and the terms and conditions contained in those
purchase orders will have no force or effect. This Agreement may only be modified by a written amendment
signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of
this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either
party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this
Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this
Agreement thereafter.

14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement. TYLER
ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT
INSURANCE BENEFITS UNLESS TYLER OR SOME ENTITY OTHER THAN THE CITY PROVIDES SUCH BENEFITS.
TYLER FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO
WORKERS’ COMPENSATION BENEFITS. TYLER ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY
FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO 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 (referred to herein as “Confidential Information”). 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 as
set forth in this Section J.17 and in Sections J.22 and J.23 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, 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. **Return of Confidential Information.** Upon termination of this Agreement:

(i) the receiving party will at its option, immediately destroy or deliver to the disclosing party the originals and all copies of any and all materials and writings received from, created for, or belonging to the disclosing party that relate to or contain any Confidential Information; and

(ii) the receiving party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the receiving party's or its agent's or employee's control. If the receiving party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the disclosing party.

23. **Colorado Bureau of Investigation Vendor Management Program.** Private contractors designated to perform criminal justice functions for a Criminal Justice Agency ("CJA") shall be eligible for access to Criminal Justice Information ("CJI"). Access shall be permitted pursuant to an agreement which specifically identifies the CJA's purpose and scope of providing services for the administration of criminal justice. The agreement between the CJA and the private contractor shall incorporate the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7).
24. Survival. The provisions of Section H.2, Section I, and Sections J.12, J.13, J.14, J.17, and J.19 shall survive the expiration or termination of this Agreement.

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

- Exhibit A: Investment Summary
- Exhibit B: Invoicing and Payment Policy
  - Schedule 1: Business Travel Policy
- Exhibit C: Maintenance and Support Agreement
  - Schedule 1: Service Level Agreement
  - Schedule 2: Support Call Process

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.

By: __________________________________________
Name: _______________________________________
Title: _______________________________________
Date: _______________________________________

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

CITY OF CHERRY HILLS VILLAGE, CO

By: __________________________________________
Name: _______________________________________
Title: _______________________________________
Date: _______________________________________

Address for Notices:
City of Cherry Hills Village, Co
2450 E. Quincy Ave.
Cherry Hills Village, CO 80113-4955
Attn: Chief of Police

STATE OF COLORADO )
COUNTY OF ARAPAHOE ) ss.

The foregoing License and Service Agreement was subscribed, sworn to and acknowledged before me this ___ day of ____________ , 20___, by ____________________ as ____________________ of Tyler Technologies, Inc., a Delaware corporation.

My commission expires: _______________

(S E A L)

_____________________________
Notary Public
Exhibit A
Investment Summary

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Sales Quotation For
City of Cherry Hills Village Police Department
2450 E Quincy Ave
Cherry Hills Village, CO 80113-4955
Phone: +1 (303) 783-2727

**Tyler Software**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>License</th>
<th>Software Total</th>
<th>Year One Maintenance</th>
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<tbody>
<tr>
<td><strong>Brazos</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Interface: TriTech (Vision) Records Mgmt System</td>
<td>1</td>
<td>$3,250</td>
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<td>eCitation - Brazos Rapid Extension Framework - PDA</td>
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<td></td>
<td>4</td>
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<td><strong>Less Discount</strong></td>
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<td><strong>TOTAL</strong></td>
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<td>$6,310</td>
<td>$1,397</td>
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**Tyler Software and Related Services - Annual**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td><strong>Brazos</strong></td>
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<tr>
<td>Brazos Hosting Fee</td>
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<td>$466</td>
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<td><strong>TOTAL:</strong></td>
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**Professional Services**

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
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<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td><strong>Brazos Project Mgmt (plus per dem as needed if not remote)</strong></td>
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<td></td>
<td></td>
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<tr>
<td>Set Up &amp; Config</td>
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<tr>
<td>Training</td>
<td>1</td>
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<td>$2,000</td>
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<tr>
<td><strong>TOTAL:</strong></td>
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**Third Party Hardware, Software and Services**

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<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Unit Discount</th>
<th>Total Price</th>
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<tbody>
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<td>BTRY-TG7X-46MAH / Zebra EVM, TC7X Battery</td>
<td>4</td>
<td>$57</td>
<td>$0</td>
<td>$228</td>
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<tr>
<td>SAC-TG7X-4BYPP / Zebra EVM, TC7X, 4 Slot Battery Charger</td>
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<td>PWR-BGA12V500W00W / Zebra EVM, TC7X, Power Supply for Battery Charger</td>
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<td></td>
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<tr>
<td>CBL-DC-375A1-01 / Zebra EVM, US DC Line Cord for Battery Charger</td>
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<tr>
<td>AC181177-5 / Zebra, ZQ500/RW QUAD Battery Charger</td>
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<td>P1031365-059 / Zebra, ZQ520, Battery</td>
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<td>LD-54KN5B / Zebra, ZQ520/RW42020, Paper, 36 rolls per case</td>
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<td>ZQ52-AUEB000-00 / Zebra, Printer, ZQ520</td>
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<td>Z1AE-TC75MX-3C00 / Zebra EVM, Warranty, TC75, 3 year</td>
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<tr>
<td>TC75EK-2MB22AB-US / Zebra EVM, TC75X, w/GMS</td>
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<td>23444-00-00R / Zebra EVM, US AC Line Cord, grounded</td>
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<tr>
<td>SG-TG7X-STYLYSL-03 / Zebra EVM, TC7X Stylus with Tether, 3 pack</td>
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<td><strong>TOTAL:</strong></td>
<td></td>
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<td></td>
<td></td>
<td>$10,469</td>
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**Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>One Time Fees</th>
<th>Recurring Fees</th>
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<tbody>
<tr>
<td>Total Tyler Software</td>
<td>$6,310</td>
<td>$1,397</td>
</tr>
<tr>
<td>Total Tyler Annual</td>
<td>$0</td>
<td>$466</td>
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<tr>
<td>Total Tyler Services</td>
<td>$13,000</td>
<td>$0</td>
</tr>
<tr>
<td>Total Third Party Hardware, Software and Services</td>
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<td>$0</td>
</tr>
<tr>
<td>Summary Total</td>
<td>$29,779</td>
<td>$1,663</td>
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<tr>
<td>Contract Total</td>
<td>$31,642</td>
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</tr>
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</table>
Invoicing and Payment Policy

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

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

1. **Tyler Software**.
   1.1 **License Fees**: License fees are invoiced upon the Effective Date.
   1.2 **Maintenance and Support Fees**: Maintenance and support fees for the first annual term are included in the license fees. Subsequent maintenance and support fees, at Tyler’s then-current rates, are invoiced annually in advance on the anniversary of the Effective Date.

2. **Professional Services**.
   2.1 **Professional Services**: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.
   2.2 **Requested Modifications to the Tyler Software**: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. **Other Services and Fees**.
   3.1 **Hosting Fees**: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. **Third Party Products**.
   4.1 **Third Party Software License Fees**: License fees for Third Party Software are invoiced when we make it available to you for downloading.
   4.2 **Third Party Software Maintenance**: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
4.3 Third Party Hardware: Third Party Hardware costs are invoiced upon delivery.

4.4 Third Party Services: Third Party Services fees are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary include travel expenses. Additional travel requested by the Client will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. 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
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

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.
“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

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

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

4. Meals and Incidental Expenses

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

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.

2. **Maintenance and Support Fees.** Your year 2 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 the 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 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.
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 twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. 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.

The documentation Client 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 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**

<table>
<thead>
<tr>
<th>Targeted Attainment</th>
<th>Actual Attainment</th>
<th>Client Relief</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>98-99%</td>
<td>Remedial action will be taken at no additional cost to Client.</td>
</tr>
<tr>
<td>100%</td>
<td>95-97%</td>
<td>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</td>
</tr>
</tbody>
</table>
Remedial action will be taken at no additional cost to Client. 5% credit of fee for affected billing cycle 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.
Support Channels
Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.

(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.

(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.

(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

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

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.

(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.

(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.

(4) Program Updates – where development activity is made available for client consumption.

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

Tyler’s 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.

<table>
<thead>
<tr>
<th>Holiday</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>
**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. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Characteristics of Support Incident</th>
<th>Resolution Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Critical</td>
<td>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.</td>
<td>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. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>2 High</td>
<td>Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.</td>
<td>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. Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
<tr>
<td>3 Medium</td>
<td>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.</td>
<td>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. Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.</td>
</tr>
</tbody>
</table>
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.
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: JIM THORSEN, CITY MANAGER
SUBJECT: COMMUNITY SECURITY SHELTER CODE AMENDMENT
DATE: JUNE 4, 2019

ISSUE
Should City Council propose a “Community Security Shelter” Code amendment?

DISCUSSION
The City is in the process of performing a Zoning Code Modernization update. The update is not intended to provide for the incorporation of new code amendments. Therefore, at the request of Councilmember Weil, it is requested that City Council discuss and determine whether to direct staff to prepare a revision to Section 16-18-20 of the Municipal Code that would allow for a Community Security Shelter. Currently, the Zoning Code only allows guardhouses on private streets and there is not a definition or permissibility for other similar structures.

The Code revisions could include such topics as:
- Definition of a Community Security Shelter as compared to a Guardhouse
- Location of where the shelter would be allowed (private or public property)
- If allowed on public property, should it be located on the side of the road or within the actual travel way
- Requirement to issue a revocable encroachment permit if on public property
- Determine if setbacks or minimum lot area should be required
- Limitations on the size of the structure
- Whether gates would be allowed

Attached is draft ordinance language for the City Council to consider. It is requested City Council discuss the above topic and provide direction to staff on whether to proceed with a Code amendment regarding Community Security Shelters.

Attachments: A) CHVMC Section 16-18-20
B) Draft Ordinance
Sec. 16-18-20. - Requirements and conditions for specific uses.

(a) Guardhouses. In addition to meeting all other requirements of this Article, guardhouses are permitted in the R-1, R-2, R-3, R-4, R-5 and R-3A Zone Districts, subject to the following:

(1) Provisions of this Chapter prescribing lot area minimums shall not apply to guardhouse tracts.

(2) Provisions of this Chapter permitting accessory structures and prescribing lot and yard width minimums shall not apply to guardhouses.

(3) No use or structure shall be considered accessory to a commonly owned private facility use. No use or structure shall be permitted as an accessory use or structure on a guardhouse tract.

(4) A guardhouse may only be permitted on guardhouse tracts.

(5) All guardhouse tracts shall be located within and entirely surrounded by a private street, or adjacent to a private street. For purposes of this Paragraph, adjacent means having at least twenty-five percent (25%) of the perimeter coincident with the edge of one (1) or more private streets.

(6) Unless contained entirely within and surrounded by a private street, all guardhouse tracts shall be separately subdivided parcels.

(7) All guardhouse tracts shall be adequate in area to allow for simultaneous parking of one (1) employee vehicle and one (1) service vehicle.

(8) There shall be at least four (4) lanes of vehicular access past a guardhouse, including two (2) lanes in and two (2) lanes out.

(9) Guardhouses shall be lighted so as to ensure safe vehicular and pedestrian passage.

(10) No gate or gate opening/locking mechanism may be permitted unless approved by South Metro Fire and Rescue District.

(11) Where a guardhouse is adjacent to a state highway, the City may refer the guardhouse site plan to the Colorado Department of Transportation for review and comment, which comments may be incorporated into any conditions for approval of the guardhouse conditional use permit.

(12) In addition to showing the guardhouse, site plans for guardhouses shall show the area for parking and gate structures and shall include dimensions of both.

(13) The homeowners' association documents, including, but not limited to, the
applicable covenants, conditions and restrictions ("covenants") shall provide, or shall be amended to provide, adequate maintenance and operation of the guardhouse in a form acceptable to the City. The covenants shall state that the City shall have the right, but not the obligation, to enforce the guardhouse maintenance and operation provisions.

(b) Retail uses. In addition to meeting all other requirements of this Article, retail uses are permitted in the C-2 Zone District, subject to the following:

(1) Landscaping, consisting of grass, trees, shrubs and other appropriate landscaping materials comparable and compatible with surrounding retail and commercial properties shall be provided and continuously maintained in the vicinity of each retail use.

(2) The signage requirements found in Subsection 16-15-30 above shall apply.

(3) The off-street parking requirements found in Section 16-16-10 above shall apply.

(Prior code 6-17-2; Ord. 7, 1999; Ord. 1 §3, 2002; Ord. 9 §1, 2003)

(c) Wireless communication facilities. In addition to meeting all other requirements of this Article, wireless communication facilities must meet the requirements of Section 16-16-130 of this Chapter

(d) Satellite dish antennas. In addition to meeting all other requirements of this Article, satellite dish antennas must meet the requirements of Section 16-16-150 of this Chapter.

(Prior code 6-17-2; Ord. 7, 1999; Ord. 1 §3, 2002; Ord. 9 §1, 2003; Ord. 08 §12, 2007; Ord. 19 §13, 2010)
A BILL FOR AN ORDINANCE
OF THE CITY OF CHERRY HILLS VILLAGE
AMENDING SECTION 16-1-10 AND SECTION 16-18-20 OF THE CHERRY HILLS
VILLAGE MUNICIPAL CODE CONCERNING COMMUNITY SECURITY SHELTERS

WHEREAS, the City of Cherry Hills Village ("City") ……. 

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHERRY HILLS
VILLAGE ORDAINS:

Section 1. Section 16-1-10 of the Cherry Hills Village Municipal Code is hereby amended to read:

Section 16-1-10 – Definitions

Gate means a bar or part of a fence that can be readily moved to obstruct an entrance or passageway.

Community security shelter means a structure owned by a homeowners' association, or by the respective owners of separate lots or parcels of land in some form of lawful joint ownership, in a subdivision or area within the City's boundaries, for the benefit of that subdivision or area's residents.

Section 2. Section 16-18-20 of the Cherry Hills Village Municipal Code is hereby repealed and replaced as follows:

Sec. 16-18-20. - Community Security Shelters

(a) Generally. Community Security Shelters. In addition to meeting all other requirements of this Article (except as provided in subsection (c) below), community security shelters, are permitted on private, commonly-owned property in the R-1, R-2, R-3, R-4, R-5 and R-3A Zoning Districts, subject to the standards of this Section:

(b) Standards. Community security shelters are subject to the following standards.

(1) Location.

(i) One community security shelter may be permitted on property owned in common by owners of property of any one subdivision.
(ii) All community security shelters shall be on common property contiguous to or surrounded by a street. Contiguous for this section means having at least 25 person of the perimeter coincident with the edge of one or more streets.

(2) Configuration

(i) Community security shelters contiguous to public streets should be designed, so far as possible, so as not to appear to limit or discourage access to public streets.

(3) Incorporation of Gates.

(i) Community security shelters may be used to control access to private streets using gates. No gates or other obstructions are allowed within public rights-of-way.

(ii) If gates are used to limit access to private streets, access must be configured such that there are two lanes of traffic in each direction of the street at the point of gated access.

(iii) No gate or gate opening/locking mechanism may be permitted unless approved by the South Metro Fire and Rescue District.

(iv) Where gates are used, the point of access shall be lighted so as to ensure safe vehicular and pedestrian passage.

(c) Exemptions. Community security shelters are exempt from the following standards of this Chapter:

(1) Minimum lot area and width.

(2) Accessory building setbacks.

(d) Documentation. The homeowners’ association documents, including but not limited to, the applicable covenants, conditions, and restrictions (“Covenants”) shall provide, or shall be amended to provide, adequate maintenance and operation of the community security shelters in a form acceptable to the City. The covenants shall state that the City shall have the right, but not the obligation, or enforce Covenants pertaining to security shelter maintenance and operation.
MEMORANDUM

TO: HONORABLE MAYOR STEWART AND MEMBERS OF CITY COUNCIL
FROM: JESSICA SAGER, DIRECTOR OF FINANCE AND ADMINISTRATION
SUBJECT: UNAUDITED FINANCIAL STATEMENTS-APRIL 2019
DATE: JUNE 4, 2019

ISSUE
How do the City of Cherry Hills Village financials through April compare to the budget?

DISCUSSION

Background
City Council approved the 2019 General Fund budget with $7,160,606 in total operating revenue, $6,755,762 in total operating expenditures and a Capital Fund with approved expenditures in the amount of $983,267. Council directed staff to transfer the operating surplus of $72,187 into the Capital Fund; as well as $15,000 from the Parks & Recreation Fund for the Parks Department equipment purchases.

Analysis
At the end of March, the General Fund forecasted revenue and expenditures for the year indicate revenue exceeding expenditures by $181,323.

Forecasted expenditures through December of the Capital Fund are $983,267, the amount that was budgeted for 2019.

COP FINANCIALS
Below is a chart that breaks down the expenditures and the remaining amount of the COP (Certificates of Participation) Fund by project through May 28, 2019. The $375,828 listed in the City Hall Estimated Funds to Complete Project column includes the $45,000 City Council approved for permanent art as well as funds to install recording equipment in Council Chambers. Upon completion of all three projects (Public Works, City Hall and John Meade Park), these funds may be used to complete any additional enhancements to those projects or the funds may be used to apply towards a COP payment.
<table>
<thead>
<tr>
<th>Project</th>
<th>Public Works</th>
<th>City Hall</th>
<th>Meade Park</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Estimated Budget</td>
<td>$4,700,000</td>
<td>$4,500,000</td>
<td>$2,600,000</td>
<td>$11,800,000</td>
</tr>
<tr>
<td>Hard Costs, Soft Costs,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingencies Spent to Date</td>
<td>$1,825,000</td>
<td>$4,977,894</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>$2,425,000</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Estimated Funds to Complete Project</td>
<td>-</td>
<td>$387,828</td>
<td>$2,184,278</td>
<td></td>
</tr>
<tr>
<td>UFCD Grant Proceeds</td>
<td>-</td>
<td>-</td>
<td>$200,000</td>
<td>$200,000</td>
</tr>
<tr>
<td>Trailer Proceeds</td>
<td>-</td>
<td>$25,000</td>
<td>-</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$4,250,000</td>
<td>$5,390,722</td>
<td>$2,384,278</td>
<td>$12,025,000</td>
</tr>
</tbody>
</table>

**ATTACHMENTS**

Exhibit A: General Fund Financial Snapshot
Exhibit B: General Fund Statement of Revenue and Expenditures Summary
# The City of Cherry Hills Village Financial Snapshot For March 2019

## GENERAL FUND (01)

### Revenues

- **Budget:** $7,160,606
- **Received to Date:** $2,629,838
- **% of Year Completed:** 33%
- **% Received YTD:** 37%

### Expenditures

#### Administration

- **Budget:** $1,654,150
- **Expended to Date:** $490,700
- **% of Year Completed:** 33%
- **% Expended YTD:** 30%

#### Community Development

- **Budget:** $626,626
- **Expended to Date:** $143,297
- **% of Year Completed:** 33%
- **% Expended YTD:** 23%

#### Public Safety

- **Budget:** $3,141,157
- **Expended to Date:** $959,329
- **% of Year Completed:** 33%
- **% Expended YTD:** 31%

#### Public Works

- **Budget:** $997,011
- **Expended to Date:** $345,281
- **% of Year Completed:** 33%
- **% Expended YTD:** 35%

To Year End General Fund Revenues are Projected to Exceed Expenditures By: $181,323

## CAPITAL FUND (02) EXPENDITURES

- **Budget:** $983,267
- **Expended to Date:** $172,385
- **% of Year Completed:** 33%
- **% Expended YTD:** 18%

## PARKS AND RECREATION (30) EXPENDITURES

- **Budget:** $2,969,202
- **Expended to Date:** $418,090
- **% of Year Completed:** 33%
- **% Expended YTD:** 14%

South Suburban principal and interest payment made in December.
## Statement of Revenues and Expenditures

### General Fund

#### City of Cherry Hills Village, Colorado

<table>
<thead>
<tr>
<th>Year</th>
<th>Budget</th>
<th>Estimate</th>
<th>Actual</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
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<table>
<thead>
<tr>
<th>Revenue</th>
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<tbody>
<tr>
<td>Current Property Taxes</td>
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<tr>
<td>Use/Tax Motor Vehicles</td>
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</tr>
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<td>Sales Tax</td>
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<tr>
<td>Service Expansion Fees</td>
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<td>Building Permits</td>
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<tr>
<td>Franchise Fees</td>
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<td>Highway Users Tax</td>
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<tr>
<td>Municipal Court Fines</td>
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<tr>
<td>County Road &amp; Bridge Levy</td>
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<tr>
<td>Specific Ownership Tax</td>
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<tr>
<td>Other Revenues</td>
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<tr>
<td><strong>Total Operating Revenue</strong></td>
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<table>
<thead>
<tr>
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<th>2017</th>
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<tr>
<td>Administration</td>
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<tr>
<td>Judicial</td>
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<tr>
<td>Data Processing</td>
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<tr>
<td>Community Development</td>
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<tr>
<td>Public Works</td>
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<tr>
<td>Public Safety</td>
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<tr>
<td><strong>Total Operating Expenditures</strong></td>
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</table>

| Other Revenues | | | |
|----------------|| | |
| **COP Payment** | | | |
| **Total Expenditures** | | | |

| Operating Gain/Loss | | | |
|---------------------|| | |
| **Beginning Fund Balance** | | | |
| **Add/Subtract Operating Difference** | | | |
| **Less: Extraordinary Expenses** | | | |
| **Ending Fund Balance** | | | |

### Available Fund Balance

<table>
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### Total Operating Revenue

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<tr>
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### Total Operating Expenditures

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<th>2017</th>
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<tr>
<td><strong>Total</strong></td>
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### Extraordinary Expenses

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### Transfers to Other Funds

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### 2Q16 2017 2018 2019F 2019

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### Available Fund Balance

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### General Fund

#### City of Cherry Hills Village, Colorado

<table>
<thead>
<tr>
<th>Year</th>
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<th>Actual</th>
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<tbody>
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