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Res. No. 148 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
March 7, 2022.

A RESOLUTION authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments.

WHEREAS, the City of Sheboygan has utilized Munis software for more than ten years; and

WHEREAS, it is in the best interest of the City to accept credit card payments through Tyler Payments, which is integrated into Munis.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to enter into the attached Sales Quotation for Tyler Payments.

BE IT FURTHER RESOLVED: That, recognizing the ever-changing nature of the credit card industry, the Finance Director is authorized to consent to changes to Tyler Technologies' Payment Card Processing Agreement and any agreement referenced in the Payment Card Processing Agreement or reasonably necessary in order to stay in compliance with the Payment Card Processing Agreement, including any agreements required by Visa U.S.A., Inc. or MasterCard International Incorporated.

BE IT FURTHER RESOLVED: That the Finance Director is authorized, to the extent funds are appropriated, to make necessary expenditures.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Quoted By: Justin Almy  
Quote Expiration: 08/03/22  
Quote Name: City of Sheboygan, WI -ERP- Tyler Payments  
Quote Description: Tyler Payments - Munis

**Sales Quotation For:**

City of Sheboygan  
828 Center Ave  
Sheboygan WI 53081-4442  
Phone: +1 (920) 459-3315

**Transaction Fees**

**Description**

Munis Tyler Payments  
Munis Tyler Payments POS

**Summary**

**One Time Fees**

**Recurring Fees**

|  |             |             |
|--|-------------|-------------|
| Total Tyler Software                           | \$ 0        | \$ 0        |
| Total Annual                                   | \$ 0        | \$ 0        |
| Total Tyler Services                           | \$ 0        | \$ 0        |
| Total Third-Party Hardware, Software, Services | \$ 0        | \$ 0        |
| <b>Summary Total</b>                           | <b>\$ 0</b> | <b>\$ 0</b> |
| <b>Contract Total</b>                          | <b>\$ 0</b> |             |

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.



| <b>Payer Electronic Payment Costs</b><br>If passing transaction costs to the payer  |  |
|---|--|
| <u>Payer Card Cost</u> – Service Fee - per card transaction with Visa, MasterCard, Discover, and American Express for transactions.<br><br>Applied to: <ul style="list-style-type: none"> <li>• Munis – online and over the counter               <ul style="list-style-type: none"> <li>○ Parking Tickets</li> <li>○ General Billing</li> <li>○ Permits</li> </ul> </li> </ul> | 3.95%<br>\$1.50 minimum  |
| <u>Payer eCheck Cost</u> – per electronic check transaction   | \$1.95   |
| Miscellaneous Costs   |  |
| <u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)   | \$15.00  |
| <u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)  | \$5.00   |
| <u>Card Terminal Rental</u> – Annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support   | <a href="#">Lane 3000</a> : \$216 (annual recurring)<br><a href="#">Lane 5000</a> : \$276 (annual recurring)<br>Plus \$180 Tyler Payments PCI Service Fee (Per Device) |
| <u>Card Terminal Purchase</u> – PCI fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support   | <a href="#">Lane 3000</a> : \$419 (one-time fee)<br><a href="#">Lane 5000</a> : \$529 (one-time fee)<br>Plus \$180 Tyler Payments PCI Service Fee (Per Device)         |
| <u>IVR</u> - per transaction on top of Card fee passed to the payer or absorbed   | \$0.50   |