



12 South Center Street

Bensenville, IL 60106

Office: 630.350.3404

Fax: 630.350.3438

www.bensenville.il.us

VILLAGE BOARD

December 18, 2023

President

Frank DeSistone

Board of Trustees

Posa Campona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Dunn

Village Manager

Evan K. Summers

Ms. Melissa Postle

2200 Highway 98, Suite 4, Box 382

Daphne, Alabama 36526

Re: December 13, 2023 Commercial FOIA Request

Dear Ms. Postle:

I am pleased to help you with your December 13, 2023 Commercial Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on December 13, 2023. You requested copies of the items indicated below:

"Please see request email for details."

Your FOIA is hereby granted in full with the enclosed documents. No redactions have been made.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville



VILLAGE OF BENSENVILLE FREEDOM OF INFORMATION ACT REQUEST FORM

BENSENVILLE
VILLAGE CLERK'S OFFICE

TO: COREY WILLIAMSEN
Freedom of Information Officer
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

FROM: Name Melissa Postle
Address 2200 Hwy 98 Suite 4 Box 382
Daphne, AL 36526
Phone 877-264-8462
E-Mail melissa@foiaprofessionalservice.com

14736

TITLES OR DESCRIPTION OF RECORDS REQUESTED (Please Include Date of Birth and Case Number for Police Records):

Please see request email for details.

THIS REQUEST IS FOR A COMMERCIAL PURPOSE (*You must state whether your request is for a commercial purpose.* A request is for a "commercial purpose" if all or any part of the information will be used in any form for sale, resale, or solicitation or advertisement for sales or services. Failure to disclose whether a request is for a commercial purpose is a prosecutable violation of FOIA.)

Would like your request delivered via: E-Mail U.S. Mail Pick-Up*

**Pick-Up is available by appointment at Village Hall Monday thru Friday; between 8:00 a.m. – 5:00 p.m.*

I understand that any payment need be received before any documents are copied and/or mailed.

12/13/2023

Date

Melissa Postle

Signature

All FOIA responses are posted on the Village's website. Name and address of the requestor will be made public.

The first fifty (50) pages of the request are free. The fee charge is fifteen (15) cents after the first fifty (50) pages.

Unless otherwise notified, your request for public records will be compiled within five (5) working days.

Unless otherwise notified, any request for commercial purposes will be compiled within twenty-one (21) days working days.

COREY WILLIAMSEN, FREEDOM OF INFORMATION OFFICER

Telephone: (630) 350-3404 Facsimile: (630) 350-3438

E-mail Address: FOIArequest@bensenville.il.us

For Freedom of Information Officer Use Only

12/13/23
Date Request Received

1/17/24
Date Response Due

2/15/23
Date Extended Response Due

\$0 -
Total Charges

12/18/23
Date Documents Copied or Inspected

Received by Employee: _____

From: Melissa Postle <melissa@foiaprofessionalservices.com>
Sent: Wednesday, December 13, 2023 4:05 PM
To: FOIA Request
Subject: FOIA Request [INT_#28872]
Attachments: Bensenville FOIA Request Form.pdf

CAUTION: This email originated from outside of the organization.

Dear
Village of Bensenville,

Under
the Illinois Freedom of Information Act, 5 ILCS 140, I am requesting information regarding Village of Bensenville's contracts with each company currently providing the following software services:

1. Enterprise Resource

Planning (ERP) system

- *An ERP system*

is a software solution that helps local governments integrate and manage day-to-day business processes and activities.

Here are several functions where an ERP system can be utilized:

- (a) Financial Management
- (b) Human Resources
- (c) Utility Billing
- (d) Assessing & Property Tax

2. Third-Party Community Development Provider

who provides the software/cloud services for Online Permit Applications, requests for inspections, planning and zoning, code enforcement, and Business Licensing.

3. Payment Processing

System. This

contract's provider manages payments on behalf of the municipality, including services such as Utility Billing and Tax payments. They handle Customers' Payment Transactions through electronic data transmission.

I am requesting copies of the following information from the contracts referenced above:

1. A copy of the Original contract and a copy of the current contract (including any amendments) between the Village of Bensenville and the vendor who provides the **Enterprise Resource Planning (ERP) system.**
2. A copy of the

Original contract and a copy of the current contract (including any amendments) between the Village of Bensenville and the vendor who provides

**Community
Development
Resources**

(online permitting, inspections, planning and zoning, code enforcement, and licensing).

3. A copy of the

original contract (including any amendments) with the company who provides **Payment Processing Services.**

I

ask that the information be provided electronically by email if possible. If there are any fees for searching or copying these records, please inform me before filling my request. Should you deny my request, or any part of the request, please state in writing the basis for the denial.

I

look forward to hearing from you in writing within five (5) working days, as required by the Illinois Freedom of Information Act, either by providing all the requested records or stating when the documents will be made available.

Please
confirm receipt of this request.

Kind regards,

Melissa Postle
FOIA Professional Services
melissa@foiaprofessionalservices.com
877-264-8462

Mailing Address:

FOIA Professional Services
Attn: Melissa Postle
2200 US Hwy 98, Suite 4 - #382
Daphne, AL 36526



RESOLUTION NO. R-60-2008

**AUTHORIZING COMPUTER SYSTEM LEASE AGREEMENT
TYLER TECHNOLOGIES, INC.**

WHEREAS 65 ILCS 5/11-76-6 authorizes the corporate authorities of a municipality to enter into a lease for a period of not to exceed 5 years for such equipment as may be required for corporate purposes when authorized by the affirmative vote of two-thirds of the corporate authorities.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, as follows:

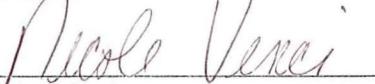
That the proposed System Agreement with Tyler Technologies, Inc. for the lease of computer products and services as specified therein, for a period of not to exceed 5 years, and which Agreement is attached hereto and made a part hereof, is hereby approved. The Village Manager is authorized and directed to execute said Agreement and such other purchase orders and documents necessary to consummate same.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 15 day of April, 2008.

APPROVED:


John C. Geils
Village President

ATTEST:


Nicole Vinci
Deputy Village Clerk

A YES: ADAMOWSKI, JOHNSON, MANDZIARA, TRALEWSKI, WILLIAMS

NAYS: NONE

ABSENT: NONE

RESOLUTION NO. R-162-2009

**A RESOLUTION APPROVING AN AMENDMENT
TO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC.
FOR PROVISION OF SOFTWARE AND MAINTENANCE**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, on May 6, 2008, the VILLAGE entered an agreement with Tyler Technologies, Inc. for software and maintenance fees related to its MUNIS software; and

WHEREAS, the parties now desire to amend the agreement to eliminate the payment of a portion of the fees due under the agreement; and

WHEREAS, the VILLAGE will benefit from the amendment; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into the Amendment to the Agreement with Tyler Technologies, Inc, which Amendment is attached hereto and incorporated by reference as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

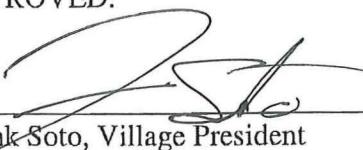
SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Amendment attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and

approval as provided by law.

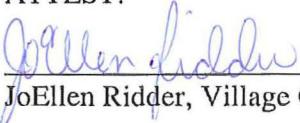
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 11 day of November, 2009.

APPROVED:



Frank Soto, Village President

ATTEST:



JoEllen Ridder, Village Clerk

Ayes: Adamowski, Bartlett, Johnson, O'Connell, Peenio, Wesseler

Nays: None

Absent: None

AMENDMENT

This amendment ("Amendment") is made this 11th day of November 2009 by and between Tyler Technologies, Inc. with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the Village of Bensenville, with offices at 12 S. Center Street, Bensenville, IL 60106 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 6, 2008 ("Agreement"); and

WHEREAS, the said agreement requires payment from Client for software and maintenance fees; and

WHEREAS, Tyler and Client desire to amend the Agreement to eliminate payment of a portion of the fees due under the terms of the said agreement; and

WHEREAS, Tyler invoiced Client on September 16, 2009, invoice #155161, in the amount of \$36,281.25 for ASP fees for the period November 1, 2009 through January 31, 2010;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Tyler will credit ASP fees to Client against the outstanding invoice #155161 in the amount of \$14,875.00. The balance due of \$21,406.25 shall be due according to the payment terms of the said invoice;
2. Tyler will invoice Client on or about December 15, 2009 for quarterly ASP fees for the period February 1, 2010 through April 30, 2010. Tyler will reduce the quarterly ASP fees due on that invoice by \$14,875.00. Any remaining balance shall be payable by the terms of that said invoice;
3. Thereafter Tyler will bill Client for regular ASP fees according to the terms of the Agreement which shall be due and payable in full;
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Village of Bensenville

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. R-24-2010

**A RESOLUTION APPROVING AN AMENDMENT
TO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC.
FOR PROVISION OF SOFTWARE AND MAINTENANCE**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, on May 6, 2008, the VILLAGE entered an agreement with Tyler Technologies, Inc. for software and maintenance fees related to its MUNIS software; and

WHEREAS, the parties now desire to amend the agreement to eliminate certain modules and related fees provided for under the agreement; and

WHEREAS, the VILLAGE will benefit from the amendment; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into the Amendment to the Agreement with Tyler Technologies, Inc, which Amendment is attached hereto and incorporated by reference as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

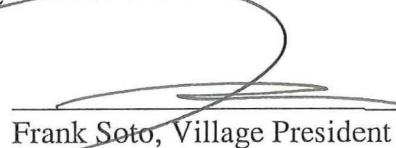
SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Amendment attached hereto and incorporated herein by reference as Exhibit "A".

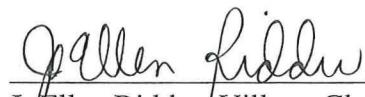
SECTION THREE: This Resolution shall take effect immediately upon its passage and approved as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 27th day of April, 2010.

APPROVED:


Frank Soto, Village President

ATTEST:



JoEllen Ridder, Village Clerk

Ayes: Johnson, O'Connell, Peconio, Wesseler

Nays: None

Absent: Adamowski, Bartlett

AMENDMENT 002

This amendment ("Amendment") is made this 27th day of April 2010 by and between Tyler Technologies, Inc. with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the Village of Bensenville, with offices at 12 S. Center Street, Bensenville, IL 60106 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 6, 2008 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following services, with a Prorated Value of \$65,790.00 for the remainder of the Term, are hereby removed from the Agreement, Exhibit 1B, effective April 30, 2010:

RB-ET-AS-B	ET Handheld Devise – ASP –B	\$6,800.00	(Prorated Value \$4,080.00)
RB-PT-AS-B	Parking Tickets – ASP – B	\$45,900.00	(Prorated Value \$27,540.00)
RB-TC-ASP-C	Tyler Cashiering – ASP – C	\$38,250.00	(Prorated Value \$22,950.00)
FA-TM-AS-C	Treasury Management – ASP – C	\$18,700.00	(Prorated Value \$11,220.00)

2. The following unused services, totaling 10 days, are hereby removed from the Agreement, Exhibit 1B:

FA-TM-CS-C	Treasury Management – Consulting – C	2 days
RB-PT-CS-B	Parking Tickets – Consulting – B	1 day
FA-TM-TR-C	Treasury Management – Training – C	1 day
RB-ET-TR-B	ET Handheld Devise – Training – B	1 day
RB-PT-TR-B	Parking Tickets – Training – B	2 days
RB-TC-TR-C	Tyler Cashiering – Training – C	3 days

3. Addendum A, Paragraph 2.2.2 notwithstanding, commencing on May 1, 2010 and every three months thereafter through the end of the Term, Client shall remit to Tyler ASP fees of \$30,798.75.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Village of Bensenville

By: Stacey M. Gerard
Name: Stacey M. Gerard
Title: Assistant Secretary
Date: May 3, 2010

By: Michael J. Cassady
Name: Michael J. Cassady
Title: Village Manager
Date: April 27, 2010



370 US Route One
Falmouth, Maine 04105

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

May 3, 2010

Mr. Corey Williamsen
Village of Bensenville
12 S. Center Street
Bensenville IL 60106

Dear Corey,

Enclosed, please find an original of Amendment 002 between Tyler Technologies Inc. and Village of Bensenville.

Thank you for selecting Tyler Technologies Inc. to meet your software needs. We look forward to a long and mutually beneficial business relationship. Please do not hesitate to contact me at 1-800-772-2260, extension 4525, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Wade Riley".

Wade Riley
Contracts Specialist

Enclosures

RESOLUTION NO. R-67-2011

A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH TYLER TECHNOLOGIES FOR MUNIS INVENTORY
AND WORK ORDERS, FLEET & FACILITIES MANAGEMENT

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the VILLAGE believes it beneficial to have computerized services for tracking vehicle maintenance and/or notifications relating to preventive maintenance to improve fleet cost accounting for each VILLAGE Department; and

WHEREAS, Tyler Technologies can provide a MUNIS-based service for inventory control, work order, and fleet and facilities management appropriate for this purpose; and

WHEREAS, the VILLAGE has therefore determined that it is reasonable, necessary, and desirable to approve the Sales Quotation from Tyler Technologies ("Quotation") for such service, which is attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to

execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Quotation attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14th day of June, 2011.

APPROVED:



Frank Soto, Village President

ATTEST:



Corey Williamsen, Deputy Village Clerk

Ayes: Jarecki, O'Connell, Peconio, Ridder, Wesseler

Nays: None

Absent: Bartlett



Quoted By: Alban Michaud
Date: 05/20/2011
Quote Expiration: 00/00/n/a
Quote Name: ASP - Work Orders Quote
Quote Number: 16146

Sales Quotation For:

Mr. Mike Consiglio
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

Phone: (630) 766-8200
Fax:
Email: mconsiglio@bensenville.il.us

ASP

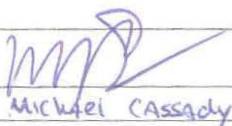
Description	Annual Fee	# Years	Total ASP Fee	Impl. Days	Consulting Days
Inventory	\$7,500	1	\$7,500	3 @ \$0	1 @ \$0
Work Orders, Fleet & Facilities Management	\$8,700	1	\$8,700	8 @ \$0	3 @ \$0
TOTAL:	\$16,200		\$16,200	11	4

Summary

	One Time Fees	Recurring Fees
Total ASP	\$0	\$16,200
Summary Total	\$0	\$16,200

Comments

Customer Approval:
Print Name:


Michael Cassidy

Date: JUNE 21, 2011
P.O. #:

All primary values quoted in US Dollars



munis
a tyler erp solution

Munis® Work Orders, Fleet & Facilities

MUNIS® Work Orders, Fleet & Facilities is an enterprise-wide system designed to address the needs of a variety of different service organizations:

- Public Works Departments: road maintenance, capital projects, mowing, paving, snow plowing, etc.
- School District & Facilities Maintenance: responding to problem reports in buildings, generally via internal departmental requests
- Garage/Fleet: maintenance of autos, trucks, buses, and heavy equipment—primarily based on preventive maintenance
- Utility Districts: maintenance to existing water/sewer/power lines, construction to expand those lines, and construction associated with individual homes and businesses
- MIS: maintenance to existing technology assets or MIS equipment primarily based on repair service requests or preventative maintenance

While this system can be deployed in stand-alone mode, it is unique in its depth of integration with the MUNIS Financial, Human Resource and Revenue suites. As a result, there is no double entry of labor time, inventory usage, journal entries, or billings.

Job Costing & Billing

- Cost Categories:
 - » Labor: individuals or crews at their actual pay rates or a standard rate
 - » Equipment used to complete a work order
 - » Stock inventory/materials from MUNIS Inventory
 - » Purchase of non-stock materials from a vendor
 - » Purchase of outsourced services from a vendor
 - » Overhead (one or more)
- Pre-Encumbering:
 - » Service Requests are converted to Work Orders so proper budgeting takes place when work is requested rather than when work is completed
- Accounting Options:
 - » Chargeback journal entries to requesting departments
 - » Third party billing
 - » Construction in progress entries
 - » Asset capitalization when project is complete
 - » Multiple postings per work order

Asset Maintenance

- Links the Equipment/Facility file to the accounting fixed asset file
- Features site-defined preventive maintenance schedules by equipment class
- Displays maintenance history of all work orders for a given asset
- Displays usage/revenue history for all work orders in which an asset was costed or billed

...continued on reverse

Work order sources include preventive maintenance schedules, maintenance department inspections, departmental service requests, and citizen service requests.

Empowering people who serve the public™

 **tyler**
technologies

For more information, visit
www.tylertech.com

or email
info@tylertech.com

Munis® Work Orders, Fleet & Facilities

Asset Maintenance (Cont.)

- Update the accounting fixed asset file costs from construction work orders
- Map infrastructure assets with MUNIS MapLink

Integration

Features multiple points of integration with several other applications within the MUNIS suite of Financial Management software.

- Chargeback function can create periodic journal entries to MUNIS General Ledger
- Billing function creates MUNIS General Billing invoices
- Deposits with refund function that create MUNIS Accounts Payable invoices
- Inventory usage creates MUNIS Inventory transactions
- Fixed Assets updates for new construction or work-in-progress
- MUNIS Purchase Orders and Accounts Payable invoices can be charged and posted to a work order
- Employee and rate data are pulled directly from MUNIS Payroll and Human Resource tables
- Citizens can make service requests via Citizen Self Service
- Employee Self Service gives employees access to Time Entry screen to charge time to work orders
- Project Accounting master file is linked to work orders, with access to all work orders coded to the project
- Permits & Code Enforcement can create a work order to track time and materials of a planner or inspector
- Utility Billing service orders link for account related construction

Other Features

- Post all costs under user-defined type and "activity" codes, providing the basis for activity-based reporting and budgeting
- Stores who requested the work, internal department ID or external customer ID, and whether the work is billable
- Reference projects in a work order. For example, a large or recurring activity can be established as a project, with multiple work orders processed against it.
- Offers a user-friendly assignment/scheduling function that assigns dates, workers, and equipment by work order
- Anticipate costs with estimating function
- Matches employee trades to jobs
- Has fleet-related warranty functionality
- Warranty Expiration Report – generates reports of expired asset warranties or those near expiration; allows user to define various asset and warranty criteria for report generation
- Map work orders using MUNIS MapLink
- Import from fuel dispensing systems like Gasboy and Petrovend, passing dated fill-up data and the odometer reading at the time. This information is used to activate new work orders related to preventive maintenance
- Ability to notify key people from the Work Order or Asset when certain events occur via Messenger or Email

RESOLUTION NO R-30-2103

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
APPLICATION SERVICE PROVIDER AGREEMENT WITH
TYLER TECHNOLOGIES, INC.**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

That the Village President is authorized to execute the attached Amendment to Application Service Provider Agreement with Tyler Technologies, Inc., for a three year term beginning on May 1, 2013 and expiring on April 30, 2016 for application services to be provided to the Village of Bensenville as more fully specified the Sales Quotation attached hereto and incorporated herein by reference as Exhibit "A".

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 2nd day of April, 2013.

APPROVED

Frank Sot6, Village President

ATTEST:



COREY WILLIAMSEN, DEPUTY VILLAGE CLERK

Ayes: BARTLETT, JARECKI, O'CONNELL, PECONIO, RIDDER, WESSELER

Nays: NONE

Absent: NONE

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the 2nd day of April, 2013 between **Tyler Technologies, Inc.**, with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 ("Tyler") and the **Village of Bensenville**, with offices at 12 S. Street, Bensenville, Illinois 60106 ("Client").

WHEREAS, Tyler and the Client are parties an Application Service Provider Agreement dated May 5, 2008 ("Agreement"); and

WHEREAS, the term of the Agreement expires April 30, 2013;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. The term of the Agreement is hereby renewed for a three (3) year term commencing on May 1, 2013 and expiring on April 30, 2016 ("Term").
2. Beginning on May 1, 2013 and on the first day of every three (3) months thereafter through the end of the Term, Client will remit to Tyler quarterly Application Service Provider ("ASP") fees in the amount of \$30,178.50 for a three (3) year total of \$362,142.00, as detailed in the attached Sales Quotation.
3. The ASP fees are based on thirty two (32) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the ASP fees based upon any resulting changes in the pricing categories.
4. Three (3) Implementation days shall be added to this Agreement without cost to the Client. These Implementation days do not include travel expenses. Travel expenses shall be billed as they are provided and/or incurred pursuant to the Business Travel Policy (*Exhibit 3, Agreement*).
5. The Tyler Inventory software is hereby removed from this Agreement.
6. Client acknowledges and agrees that should it wish to license or otherwise use the Tyler Inventory software, then Client shall remit to Tyler then-current fees required for such relicensing.
7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
8. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
ERP and School Division

By: Stacey M. Gerard
Name: Stacey M. Gerard
Title: Assistant Secretary
Date: April 4, 2013

Village of Bensenville

By: Frank Soto
Name: Frank Soto
Title: Village President
Date: April 2, 2013



Quoted By: CJ Vose
Date: 3/14/2013
Quote Expiration: 7/30/2013
Quote Name: Bensenville - ERP - ASP Renewal
Quote Number: 2013-2664
Quote Description: ASP Renewal

Sales Quotation For

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Phone (630) 594-1076

SaaS

Description	Annual Fee	Annual Fee Discount	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financial:						
Accounting/GL/BG/AP	\$22,355.00	\$1,118.00	\$21,237.00	3.0	\$63,711.00	0
Fixed Assets	\$6,630.00	\$332.00	\$6,299.00	3.0	\$18,897.00	0
Project & Grant Accounting	\$4,675.00	\$234.00	\$4,441.00	3.0	\$13,323.00	0
Purchase Orders	\$6,205.00	\$310.00	\$5,895.00	3.0	\$17,685.00	0
Requisitions	\$4,335.00	\$217.00	\$4,118.00	3.0	\$12,354.00	0
Work Orders, Fleet & Facilities Management	\$8,700.00	\$435.00	\$8,265.00	3.0	\$24,795.00	0
Revenue:						
Accounts Receivable	\$5,355.00	\$268.00	\$5,087.00	3.0	\$15,261.00	0
Business License	\$6,970.00	\$349.00	\$6,622.00	3.0	\$19,866.00	0
Central Property File	\$6,000.00	\$6,000.00	\$0.00	3.0	\$0.00	0
General Billing	\$3,145.00	\$157.00	\$2,988.00	3.0	\$8,964.00	0
Permits & Code Enforcement	\$13,685.00	\$684.00	\$13,001.00	3.0	\$39,003.00	0
UB Interface	\$2,380.00	\$119.00	\$2,261.00	3.0	\$6,783.00	0

Utility Billing CIS	\$12,410.00	\$621.00	\$11,790.00	3.0	\$35,370.00	0
Vehicle Stickers	\$5,950.00	\$298.00	\$5,653.00	3.0	\$16,959.00	0
Other:						
Tyler Incident Management	\$5,600.00	\$280.00	\$5,320.00	3.0	\$15,960.00	0
Productivity:						
Business Objects Bundled	\$5,525.00	\$276.00	\$5,249.00	3.0	\$15,747.00	0
Citizen Self Service	\$3,500.00	\$175.00	\$3,325.00	3.0	\$9,975.00	0
Munis Office	\$3,400.00	\$170.00	\$3,230.00	3.0	\$9,690.00	0
Role Tailored Dashboard	\$4,400.00	\$4,400.00	\$0.00	3.0	\$0.00	0
Tyler Forms Processing	\$4,500.00	\$225.00	\$4,275.00	3.0	\$12,825.00	0
Tyler GoDocs	\$1,750.00	\$88.00	\$1,663.00	3.0	\$4,989.00	0
TOTAL:	\$137,470.00	\$16,756.00	\$120,714.00		\$362,157.00	0

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
MISC Implementation	3	\$0.00	\$0.00	\$0.00
TOTAL:				
Summary		One Time Fees	Recurring Fees	
Total SaaS		\$0.00	\$120,714.00	
Total Tyler Software		\$0.00	\$0.00	
Total Tyler Services		\$0.00	\$0.00	
Total 3rd Party Hardware, Software and Services		\$0.00	\$0.00	
Summary Total		\$0.00	\$120,714.00	
Contract Total		\$362,142.00		

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

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

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.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 20 people per class. In the event that more than 20 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.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

RESOLUTION NO R-46-2016

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
APPLICATION SERVICE PROVIDER AGREEMENT WITH
TYLER TECHNOLOGIES, INC.**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

That the Village President is authorized to execute the attached Amendment to Application Service Provider Agreement with Tyler Technologies, Inc., for a three year term beginning on May 1, 2016 and expiring on April 30, 2017 for application services to be provided to the Village of Bensenville as more fully specified the Sales Quotation attached hereto and incorporated herein by reference as Exhibit "A".

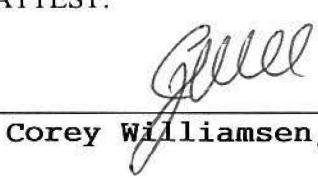
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 12nd day of April, 2016.

APPROVED:



Frank Soto, Village President

ATTEST:



Corey Williamson, Deputy Village Clerk

Ayes: Carmona, DeSimone, Jaworska, O'Connell, Wesseler

Nays: None

Absent: None

AMENDMENT TO APPLICATION SERVICE PROVIDER AGREEMENT

This amendment ("Amendment") is made the 12th day of April, 2016 between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Village of Bensenville, with offices at 12 S. Center Street, Bensenville, Illinois 60106 ("Client").

WHEREAS, Tyler and the Client are parties to the Application Service Provider Agreement dated May 5, 2008 ("Agreement"); and

WHEREAS, the Term of the Agreement expires April 30, 2016;

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed for a one (1) year term commencing on May 1, 2016 and expiring on April 30, 2017 ("Term"). After April 30, 2017, the Term will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, for year one (\$125,714) are invoiced annually in advance, beginning on the Term commencement date. Subsequent annual SaaS Fees are invoiced annually, in advance, beginning on the anniversary of the initial invoice date.
3. Concurrent Users. The SaaS fees are based on thirty-two (32) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

By: Abby Diaz

Name: Abby Diaz

Title: Vice President & Associate General Counsel

Date: April 13, 2016

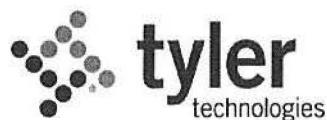
Village of Bensenville

By: Frank Sato

Name: Frank Sato

Title: Village President

Date: April 12, 2016



Quoted By: Christopher Vose
Date: 3/24/2016
Quote Expiration: 9/20/2016
Quote Name: Village of Bensenville - ERP - ASP Renewal Quote
Quote Number: 2016-19205
Quote Description: Munis Tyler Hosting Renewal 1 year

Sales Quotation For

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Phone (630) 594-1076

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Days
Financials:				
Accounting/GL/BG/AP	\$21,232.00	1.0	\$21,232.00	0
Fixed Assets	\$6,299.00	1.0	\$6,299.00	0
Project & Grant Accounting	\$4,441.00	1.0	\$4,441.00	0
Purchase Orders	\$5,895.00	1.0	\$5,895.00	0
Requisitions	\$4,118.00	1.0	\$4,118.00	0
Work Orders, Fleet & Facilities Management	\$8,265.00	1.0	\$8,265.00	0

Revenue:

Accounts Receivable	\$5,087.00	1.0	\$5,087.00	0
Business License	\$6,622.00	1.0	\$6,622.00	0
Central Property File	\$0.00	1.0	\$0.00	0
General Billing	\$2,988.00	1.0	\$2,988.00	0
Permits & Code Enforcement	\$13,001.00	1.0	\$13,001.00	0
UB Interface	\$2,261.00	1.0	\$2,261.00	0
Utility Billing CIS	\$11,790.00	1.0	\$11,790.00	0

Vehicle Stickers	\$5,653.00	1.0	\$5,653.00	0
Productivity:				
Business Objects Bundled	\$5,249.00	1.0	\$5,249.00	0
Citizen Self Service	\$3,325.00	1.0	\$3,325.00	0
Munis Office	\$3,230.00	1.0	\$3,230.00	0
Role Tailored Dashboard	\$0.00	1.0	\$0.00	0
Tyler Content Manager LE	\$5,000.00	1.0	\$5,000.00	0
Tyler Forms Processing	\$4,275.00	1.0	\$4,275.00	0
Tyler GoDocs	\$1,663.00	1.0	\$1,663.00	0
Other:				
Tyler Incident Management	\$5,320.00	1.0	\$5,320.00	0
TOTAL:	\$125,714.00		\$125,714.00	0

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$125,714.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$125,714.00
Contract Total	\$125,714.00	

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

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

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.

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.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The SaaS fees are based on 32 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

RESOLUTION NO R-49-2017

**A RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO
APPLICATION SERVICE PROVIDER AGREEMENT WITH
TYLER TECHNOLOGIES, INC.**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

That the Village Manager is authorized to execute the attached Amendment to Application Service Provider Agreement with Tyler Technologies, Inc., for a three year term beginning on May 1, 2016 and expiring on April 30, 2019 for application services to be provided to the Village of Bensenville as more fully specified the Sales Quotation attached hereto and incorporated herein by reference as Exhibit "A".

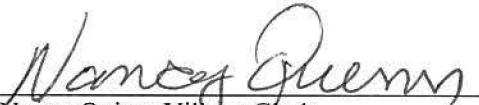
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 9th day of May, 2017.

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

Ayes: Carmona, Franz, Jaworska, Lomax, Perez

Nays: None

Absent: None

AMENDMENT

This amendment ("Amendment") is made the 9th day of May, 2017 between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Village of Bensenville, with offices at 12 S. Center Street, Bensenville, Illinois 60106 ("Client").

WHEREAS, Tyler and the Client are parties to the Application Service Provider Agreement dated May 5, 2008 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. SaaS Fees. The SaaS fees in the attached sales quotation are in effect for May 1, 2017 – April 30, 2020.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

By: RL KJ

Name: Robert Kennedy-Jensen

Title: Senior Corporate Attorney

Date: May 11, 2017

Village of Bensenville

By: E. K. S.

Name: Evan K. Summers

Title: Village Manager

Date: 5/9/17



Quoted By: Joe Parent
Date: 4/18/2017
Quote Expiration: 10/14/2017
Quote Name: Village of Bensonville SaaS Renewal
Quote Number: 2017-27982
Quote Description: Village of Bensonville ASP Renewal

Sales Quotation For

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Phone (630) 594-1076

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Financials:				
Accounting/GL/BG/AP	\$21,232.00	3.0	\$63,696.00	0
Capital Assets	\$6,299.00	3.0	\$18,897.00	0
Project & Grant Accounting	\$4,441.00	3.0	\$13,323.00	0
Purchase Orders	\$5,895.00	3.0	\$17,685.00	0
Requisitions	\$4,118.00	3.0	\$12,354.00	0
Work Orders, Fleet & Facilities Management	\$8,265.00	3.0	\$24,795.00	0
Revenue:				
Accounts Receivable	\$5,087.00	3.0	\$15,261.00	0
Business License	\$6,622.00	3.0	\$19,866.00	0
Central Property File	\$0.00	3.0	\$0.00	0
General Billing	\$2,988.00	3.0	\$8,964.00	0
Permits & Code Enforcement	\$13,001.00	3.0	\$39,003.00	0
UB Interface	\$2,261.00	3.0	\$6,783.00	0
Utility Billing CIS	\$11,790.00	3.0	\$35,370.00	0

Vehicle Stickers	\$5,653.00	3.0	\$16,959.00	0
Productivity:				
Business Objects Bundled	\$5,249.00	3.0	\$15,747.00	0
Citizen Self Service	\$3,325.00	3.0	\$9,975.00	0
Munis Office	\$3,230.00	3.0	\$9,690.00	0
Role Tailored Dashboard	\$0.00	3.0	\$0.00	0
Tyler Content Manager LE	\$5,000.00	3.0	\$15,000.00	0
Tyler GoDocs	\$1,663.00	3.0	\$4,989.00	0
Tyler Forms Processing	\$4,275.00	3.0	\$12,825.00	0
TOTAL:	\$120,394.00		\$361,182.00	0

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$120,394.00
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$120,394.00
Contract Total	\$361,182.00	

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

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

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.

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.

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.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Tyler Content Manager LE includes up to 100GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis SaaS fees are based on 31 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.