



Board of Aldermen Request for Action

MEETING DATE: 1/7/2025

DEPARTMENT: Finance / Administration

AGENDA ITEM: Resolution 1437, approving the change of the City's credit card processing system.

REQUESTED BOARD ACTION:

A motion to approve Resolution 1437, approving the change of the City of Smithville's credit card processing system from Elavon to Tyler Technologies.

SUMMARY:

In October 2024, the City of Smithville was notified that the partnership between Elavon and Tyler Technologies would be concluding on January 1, 2025. Although this will not disrupt credit card processing, it will prevent the long-term continuation of the collaboration between Elavon and Tyler Technologies. Currently, the only other available credit card processing option, aside from Tyler Technologies, is with Global Payments (formerly OpenEdge). Staff have received a quote from Global Payments and have also explored another processor, Nuvie.

At present, Global Payments, the sole processor partnered with Tyler Technologies, has provided a quote. Global Payments do provide a competitive standard rate per transaction. However, depending on the type of card used, an additional surcharge may be applied, ranging from 0.70% to 4.10%. Staff and customers may not know the final rate until the payment is entered and processed. In addition, this future partnership between Tyler and Global Payments is not guaranteed.

Staff also investigated Nuvie, a processor that does not have a partnership with Tyler Technologies. Using Nuvie would prevent real-time processing, as transactions would need to be batched and uploaded at the end of the day for approval by Tyler Technologies. This delay would inconvenience customers and introduce an additional processing step, which led staff to not pursue a rate quote from Nuvie.

Based on this information, staff recommend Tyler Technologies as the City's credit card processor. This option would allow cost savings to be passed on to customers. The planned implementation is set for April or May 2025, with a brief, one-hour disruption to customer service.

The total cost to change will include:

Two Credit Card Processors:	\$700 - \$900 each
Recurring Annual Fee:	\$360 per credit card processor
\$0 for software - \$0 for implementation - \$0 for support	

PREVIOUS ACTION:

None

POLICY OBJECTIVE:

Provide the City's customer base with reliable and cost-effective credit card processing.

FINANCIAL CONSIDERATIONS:

The 2025 budget has sufficient funds for this expense.

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Staff Report

☒ Other: Quote / memo

☐ Contract

☐ Plans

☐ Minutes

RESOLUTION 1437

A RESOLUTION APPROVING THE CHANGE OF THE CITY OF SMITHVILLE'S CREDIT CARD PROCESSING SYSTEM FROM ELAVON TO TYLER TECHNOLOGIES.

WHEREAS, the City previously approved Elavon as our credit card processor; and

WHEREAS, the partnership between Elavon and Tyler Technologies ended on January 1, 2025; and

WHEREAS, finance has performed due diligence to ensure Tyler Technologies is the preferred choice; and

WHEREAS, the selection of Tyler Technologies as the City's credit card processor is recommended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

The City of Smithville's credit card processing system is changed from Elavon to Tyler Technologies.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 7th day of January 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Sales Quotation For:

City of Smithville
107 W Main St
Smithville MO 64089-9384
Rick Welch
+1 (816) 532-4158
rwelch@smithvillemo.org

Quoted BY Lori Dudley
Quote Expiration 1/10/25
Quote Name Tyler Payments

Tyler Fees per Transaction		Net Unit Price
Description		
ERP Pro		
ERP Pro 10 Customer Relationship Management Suite		
Miscellaneous Payments		\$ 1.25

Payments

		Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus											
Tyler One											
ERP Pro Payments		Utility Billing				0.72%	\$ 0.72		X	X	
Payments - Payer Card Cost - Service Fees											
Tyler One											
ERP Pro Payments		Miscellaneous		3.75%	\$ 2.50					X	

ERP Pro Payments	Licenses	3.75%	\$ 2.50	X	X
ERP Pro Payments	Permits	3.75%	\$ 2.50	X	X
ERP Pro Payments	Accounts Receivable	3.95%	\$ 2.50	X	

Payments - Other Fees					
Tyler One					
Client eCheck Cost	Utility Billing		\$ 1.95		
eCheck Rejects			\$ 5.00		
Credit Card Chargebacks			\$ 15.00		

Payer Card Cost					
Client Card Cost - Interchange Plus					
	per card transaction with Visa, MasterCard, Discover, and American Express when applicable.				
	per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.				
Client eCheck Cost	Per electronic check transaction.				
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)				
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)				

Third Party Software & Hardware					
Description	Quantity	Unit Price	Extended Price	Annual	
Tyler One					
Payments					
PCI Service Fee (Per Device)	2	\$ 0	\$ 0		\$ 360
Payments EMV Card Reader Purchase	2	\$ 529	\$ 1,058		\$ 0
TOTAL:				\$ 1,058	\$ 360

Summary	One Time Fees	Recurring Fees
Total Third Party Hardware, Software, Services	\$ 1,058	\$ 360
Total Tyler Services		
Summary Total	\$ 1,058	\$ 360

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

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.

Miscellaneous Payments

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Client eCheck Cost

Per electronic check transaction.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

eCheck Rejects

When an eCheck transaction comes back as declined (e.g bounced check)

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, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- 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 are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). 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 fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services 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. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

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.#: _____