

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JANUARY 26, 2021

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by Mayor Via
- c. Pledge of Allegiance

2. PRESENTATIONS

- 1. Resolution -2021-R-9 2020 Citizen of the Year - Ariel Kavanagh
(Requested by Valerie Manning, City Clerk)
- 2. Resolution A Resolution of the City of Holly Hill, Florida, Recognizing Fire Lieutenant Thomas Maccio for His 31 Years of Service to the City of Holly Hill and Its Citizens.
(Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - January 12, 2021, Workshop and January 12, 2021, Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2021-R-10 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Modify the Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Birmingham Avenue Water Main Replacement to a Not to Exceed Amount of \$30,472.00
(Requested by Antoine Khoury, Public Works)
- 2. Resolution -2021-R-11 A Resolution of the City of Holly Hill, Florida, Implementing COVID-19 Emergency Leave for All Employees Relating to COVID-19; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
- 3. BD Beneficial Developers Agreement - Amendment to Waive the Right to Termination
(Requested by Joseph Forte, City Manager)

6. REGULAR AGENDA

1. Resolution -2021-R-12 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of New ERP System from Tyler Technologies Using the City of Groveland's RFP #19-IT-004; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
2. Resolution -2021-R-13 A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing One Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
3. Request for Lien Reduction 218 2Nd Street
(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2020-O-3030 SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 9.4 Acres Identified as Parcel Number 4244-01-04-0080 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.
(Requested by Brian Walker, City Planner)
2. Ordinance -2020-O-3032 SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.34 Acres Identified as Parcel Number 4242-40-40-0160 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.
(Requested by Brian Walker, City Planner)
3. Ordinance -2021-O-3033 SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1088 10Th Street Having Parcel Number 4244-01-04-0080 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Umi (Urban Medium Intensity) to Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

4. Ordinance –2021-O-3034 SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from R-5 (Urban Single Family Residential) to R-6 (Low Density Multifamily District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

5. Ordinance –2021-O-3035 SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1652 N Nova Road Having Parcel Number 4242-40-40-0160 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

6. Ordinance –2021-O-3036 SECOND READING - an Ordinance of the City of Holly Hill, Florida Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from I-1 (Light Industrial) to Cc-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Scott Gutauckis, Information Technology)

8. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: January 26, 2021
FROM: Valerie Manning
SUBJECT: 2020 Citizen of the Year - Ariel Kavanagh
NUMBER: 2021-R-9
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission has selected Ariel Kavanagh as the 2020 Citizen of the Year.

ATTACHMENTS:

- Ariel Kavanagh - 2020 Citizen of the Year 2020 Resolution (PDF)

Resolution No. 2021-9**2020 CITIZEN OF THE YEAR - ARIEL KAVANAGH****A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING ARIEL KAVANAGH AS
CITIZEN OF THE YEAR FOR 2020.**

WHEREAS, the City Commission has nominated Ariel Kavanagh as the Citizen of the Year 2020; and

WHEREAS, Ariel grew up in Clearwater, Florida. She moved to Holly Hill in 2011. Ariel has been a Volusia County School teacher for 6 years now, currently teaching middle school. She has always taught at Title I, high-need schools, and loves it. Ariel holds a Master's degree in Educational Leadership; and

WHEREAS, Ariel likes to run alongside Riverside Drive and she noticed during the month of September 2019, a big storm had come through Holly Hill and decided to go out on her own each day for a week to clean up. On the fourth day, she thought it would be really cool to get some Holly Hill neighbors out there to help. Ariel thought it was a perfect opportunity for the community to come together to do good, get to know each other, share a common goal, to be positive in a not-so-positive time; and

WHEREAS, Ariel decided to create a Facebook group that week and soon had over 100 citizens of Holly Hill join, all interested in one thing: making Holly Hill a beautiful place; and

WHEREAS, from September to December, those interested met once a week to pick up hundreds of pounds of trash near the river in Holly Hill. We now meet monthly and have 10+ members meet up to help, and it's always such a fun experience. People who can't make it to our cleanups are out on their own streets cleaning up and sharing their efforts on the group page. Through this small-town, grass-roots effort, Ariel has come to know and love her community far more now than ever.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES ARIEL KAVANAGH AS CITIZEN OF THE YEAR 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of January, 2021.



**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING ARIEL KAVANAGH AS
CITIZEN OF THE YEAR FOR 2020.**

WHEREAS, the City Commission has nominated Ariel Kavanagh as the Citizen of the Year 2020; and

WHEREAS, Ariel grew up in Clearwater, Florida. She moved to Holly Hill in 2011. Ariel has been a Volusia County School teacher for 6 years now, currently teaching middle school. She has always taught at Title I, high-need schools, and loves it. Ariel holds a Master's degree in Educational Leadership; and

WHEREAS, Ariel likes to run alongside Riverside Drive and she noticed during the month of September 2019, a big storm had come through Holly Hill and decided to go out on her own each day for a week to clean up. On the fourth day, she thought it would be really cool to get some Holly Hill neighbors out there to help. Ariel thought it was a perfect opportunity for the community to come together to do good, get to know each other, share a common goal, to be positive in a not-so-positive time; and

WHEREAS, Ariel decided to create a Facebook group that week and soon had over 100 citizens of Holly Hill join, all interested in one thing: making Holly Hill a beautiful place; and

WHEREAS, from September to December, those interested met once a week to pick up hundreds of pounds of trash near the river in Holly Hill. We now meet monthly and have 10+ members meet up to help, and it's always such a fun experience. People who can't make it to our cleanups are out on their own streets cleaning up and sharing their efforts on the group page. Through this small-town, grass-roots effort, Ariel has come to know and love her community far more now than ever.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES ARIEL KAVANAGH AS CITIZEN OF THE YEAR 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of January, 2021.

City of Holly Hill, Florida

Chris Via, Mayor

Attachment: Ariel Kavanagh - 2020 Citizen of the Year 2020 Resolution (2021-R-9 : 2020 Citizen of the Year - Ariel Kavanagh)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: January 26, 2021
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Recognizing Fire Lieutenant Thomas Maccio for His 31 Years of Service to the City of Holly Hill and Its Citizens.
NUMBER: (ID # 3190)
APPLICANT:
PLANNER:

DISCUSSION:

Recognizing Fire Lieutenant Thomas Maccio for his 31 years of service to the City of Holly Hill and wish him well on his retirement.

ATTACHMENTS:

- Retirement Resolution - Recognition for Fire Lieutenant Thomas Maccio - 31 years of Service (PDF)

Resolution No. (ID # 3190)

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
RECOGNIZING FIRE LIEUTENANT THOMAS MACCIO FOR HIS 31
YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND ITS CITIZENS.**



**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING FIRE LIEUTENANT
THOMAS MACCIO FOR HIS 31 YEARS OF
SERVICE TO THE CITY OF HOLLY HILL AND ITS
CITIZENS.**

WHEREAS, Thomas Maccio began his career with the City of Holly Hill on November 26, 1990, as a full time employee of the City of Holly Hill Public Works Department; and

WHEREAS, Thomas Maccio upon graduating from the Florida Fire Academy, was hired by the Holly Hill Fire Department and promoted to a full-time position as a Firefighter/EMT on January 3, 1992; and

WHEREAS, Thomas Maccio chose to go above and beyond his required responsibilities as he sought out additional training related to Fire Science and Department Operations while serving the citizens of Holly Hill and surrounding municipalities as called upon; and

WHEREAS, Thomas Maccio obtained certifications for Fire Inspector and served the community in maintaining Safety Standards concerning businesses, churches, schools, and any other public facilities; and

WHEREAS, Thomas Maccio completed the Emergency Vehicle Operations Course and was promoted to Driver Engineer on October 4, 1996. With this ability and expertise, Tom was a pivotal support to the entire Volusia and Flagler counties less than two years later during the infamous 1998 Wildfires; and

WHEREAS, Thomas Maccio was recognized as Fire Fighter of the Year 2006 for his outstanding ability and professionalism in serving the Holly Hill Fire Department and the City of Holly Hill. Tom was promoted to Fire Lieutenant on March 23, 2007; the position he has maintained for the past fifteen years. He is greatly respected and by all members of the Department and has served as a fine shift commander; and

WHEREAS, Thomas Maccio will be retired from the Holly Hill Fire Department on January 30, 2021 as a dedicated public servant with 31 years of service to the citizens of Holly Hill.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF FIRE LIEUTENANT THOMAS MACCIO FOR HIS 31 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY AND WISH HIM WELL IN HIS RETIREMENT AND THROUGH HIS FUTURE ENDEAVORS.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 26th day of January, 2021.

City of Holly Hill, Florida

Chris Via, Mayor





**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

4.1

MEETING DATE: January 26, 2021
FROM: Valerie Manning
SUBJECT: Minutes - January 12, 2021, Workshop and January 12, 2021,
Regular City Commission Meeting
NUMBER: (ID # 3176)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 12, 2021 workshop and regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - January 12, 2021 - Workshop, CRA Property Grant Program and ERP System (PDF)
- Minutes - January 12, 2021 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JANUARY 12, 2021

City Commission Chamber

Work Session

5:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. CRA PROPERTY GRANT PROGRAM DISCUSSION

1.

CRA Property Improvement Grant Program

(Requested by Valerie Manning, City Clerk)

Kevin Fall, Economic Development/CRA Manager showed a PowerPoint presentation on the CRA Property Grant program and went over some changes that he is suggesting. ***(A full copy of this workshop is available upon request to the City Clerk's office or online).***



3. ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM DISCUSSION

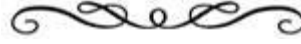
1.

Discuss Enterprise Resource Planning (ERP) System

(Requested by Stella Gurnee, Finance)

Stella Gurnee, Finance Director showed a PowerPoint presentation of the Enterprise Resource Planning (ERP) System. Mike Leshner, Senior Account Executive from Tyler

Incode was present to discuss the system and Frank Lustan, Solutions Consultant from Tyler Incode showed a live example of what the ERP system does and logged into the meeting by GoToMeeting. *(A full copy of this workshop is available upon request to the City Clerk's office or online).*



4. ADJOURNMENT

The workshop adjourned at approximately 6:05 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JANUARY 12, 2021

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Roy Johnson

Commissioner Johnson led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PRESENTATIONS

1. -2021-R-1 Resolution

A Resolution of the City of Holly Hill Recognizing Arland "Jeff" Barnes, Custodian for the City of Holly Hill, as Employee of the Year 2020.

(Requested by Antoine Khoury, Public Works)

RESULT: PRESENTATION ONLY



2. -2021-R-2 Resolution

2020 Corporate Citizen of the Year - Florida Health Care Plans

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - January 12, 2021 - Regular City Commission meeting (3176 : Minutes)

RESULT:	PRESENTATION ONLY
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3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Aerial Kavanagh, Holly Hill and Debra McCombs, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - December 8, 2020, Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 12th day of January, 2021, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda (**there was no one**) or if any member of the Commission would like to pull an item for further discussion. Mayor Via stated he would like to pull *item number one, Resolution 2021-R-03*, for further discussion. There was no one else from the Commission or audience to speak or pull an item.

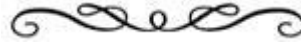
1. -2021-R-3 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Mirage Pond Stormwater Improvement (21SW01) Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via discussed briefly about Resolution 2021-R-03, authorizing the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Mirage Pond Stormwater Improvement (21SW01) agreements. Mayor Via mentioned that he is not wanting to not approve this item, however, he would like to workshop this first and take no action on it tonight. **There was consensus from the City Commission to workshop this and take no action tonight.**

RESULT: TAKE NO ACTION - WORKSHOP FIRST



2. -2021-R-4 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, to Waive the Procurement Process Authorizing the City Manager to Authorize the Appropriate City Staff to Purchase Spare Lift Station Pumps and Parts and Transfer Pumps and Parts for a 3 Year Period through Fy 2022-2023 with a Limit Not to Exceed \$100,000.00 Annually, Contingent Upon Future Budget Appropriations; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Penny Currie, District 2 - Commissioner
SECONDER: Roy Johnson, District 4 - Commissioner
AYES: Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-4

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AUTHORIZING THE CITY MANAGER TO AUTHORIZE THE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS AND PARTS AND TRANSFER PUMPS AND PARTS FOR A 3 YEAR PERIOD THROUGH FY 2022-2023 WITH A LIMIT NOT TO EXCEED \$100,000.00 ANNUALLY, CONTINGENT UPON FUTURE BUDGET APPROPRIATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS TO AUTHORIZE THE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS, PARTS, TRANSFER PUMPS AND PARTS FOR A 3 YEAR PERIOD THROUGH FY 2022-2023 WITH A LIMIT NOT TO EXCEED \$100,000.00 ANNUALLY, CONTINGENT UPON EXISTING AND FUTURE BUDGET APPROPRIATIONS AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of spare pumps and spare parts for all internal and external lift stations for the Wastewater Department as well as transfer pumps and spare parts for the Water Department; and

WHEREAS, the total purchases for these pumps will exceed the purchasing limit to this vendor, Hydra Service(s) Inc.; and

WHEREAS, the City desires to execute purchase orders to Hydra Services (s) with a not to exceed limit of \$100,000.00 per year for a 3 year period, subject to annual appropriation of funding through the adopted budgets and ending in FY 2022-2023 budget; and

WHEREAS, the City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps and Franklin Electric/Pioneer Pump as a single source supplier for water treatment transfer pumps as this is advantageous to the City in order to maintain fewer spare parts; and

WHEREAS, Sulzer-ABS and Franklin Electric/Pioneer Pump both work solely with Hydra Service for any needed replacement; and

WHEREAS, this City desires to approve the City Manager to waive the procurement process and authorize appropriate City staff to purchase these pumps and spare parts from these sole source suppliers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve the City Manager to waive the procurement process and authorize appropriate City staff to purchase lift station pumps and parts from Sulzer-ABS and Franklin Electric/Pioneer Pump (City Standards For All Service Pumps) as single sole source suppliers through Hydra Service(s) Inc., for a 3 year period through FY 2022-2023 with a limit not to exceed \$100,000.00 annually, contingent upon existing/future budget appropriations.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of JANUARY, 2021.

Enacted and approved this 12th day of January, 2021, in Holly Hill



3. -2021-R-5 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Recommendation of Award for the Birmingham Avenue/Kansas Street Water Main Replacement Project to Hazen Construction, and Authorizing the City Manager to

Execute a Contract with Hazen Construction in the Amount Not to Exceed \$168,960.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-5

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE BIRMINGHAM AVENUE/KANSAS STREET WATER MAIN REPLACEMENT PROJECT TO HAZEN CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HAZEN CONSTRUCTION IN THE AMOUNT NOT TO EXCEED \$168,960.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE RECOMMENDATION OF AWARD FOR THE BIRMINGHAM AVENUE/KANSAS STREET WATER MAIN REPLACEMENT PROJECT TO HAZEN CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH HAZEN CONSTRUCTION IN THE AMOUNT NOT TO EXCEED \$168,960.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a six inch potable water main that needs replacing at Birmingham Avenue and Kansas Street; and

WHEREAS, the City received twelve bids; and

WHEREAS, Hazen Construction is the lowest bidder with a bid of \$168,960.00; and

WHEREAS, the City's engineering consultant reviewed the bid as submitted by Hazen Construction and found it to be the lowest and responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the recommendation of award for the Birmingham Avenue/Kansas Street Water Main Replacement Project to Hazen Construction and authorize the execution of the contract by the City Manager.

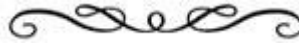
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of JANUARY, 2021.

Enacted and approved this 12th day of January, 2021, in Holly Hill



4. -2021-R-6 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement in the Amount of \$56,770 with Sea Diversified, Inc., for the Provision of Construction Administrative Support Services, Inspections and Monitoring for the Construction of the Sunrise Park North Pier; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-6

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$56,770 WITH SEA DIVERSIFIED, INC., FOR THE PROVISION OF CONSTRUCTION ADMINISTRATIVE SUPPORT SERVICES, INSPECTIONS AND MONITORING FOR THE CONSTRUCTION OF THE SUNRISE PARK NORTH PIER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$56,770 WITH SEA DIVERSIFIED, INC., FOR THE PROVISION OF CONSTRUCTION ADMINISTRATIVE SUPPORT SERVICES, INSPECTIONS AND MONITORING FOR THE CONSTRUCTION OF THE SUNRISE PARK NORTH PIER; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission selected Sea Diversified to supply engineering and construction inspection services for RFQ-PW-03: Professional Design for the Sunrise Park North Pier on October 9, 2018; and

WHEREAS, FEMA has obligated the Sunrise Park North Pier; and

WHEREAS, construction administration support services are critical to ensure compliance with design, permit and FEMA requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with Sea Diversified, Inc., in the amount of \$56,770 to provide construction administrative support, inspections and monitoring for the Sunrise Park North Pier.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of JANUARY, 2021.

Enacted and approved this 12th day of January, 2021, in Holly Hill



5.

Fiscal Year 2020 Annual Investment Report

(Requested by Stella Gurnee, Finance)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



6.

Edward Byrne Memorial Justice Assistance Grant -Direct (JAGD) 2021 JAGD - Traffic Radar Data Systems 2021-JAGD-VOLU-2-4R-030

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



6. REGULAR AGENDA

1. -2021-R-7 Resolution

A Resolution of the City of Holly Hill, Florida, Accepting the Deed of Dedication of Tract for Stormwater Management Known as the Mirage Pond; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mr. Forte mentioned that he had changed the motion in the agenda item. He would like the motion to be, ***"To approve the Resolution accepting the Deed of Dedication of the Tract for Stormwater Management contingent upon the city receiving a title of opinion showing no liens on the property and satisfaction of proper warranty bond and assignment of warranties from the property owner for construction and contractors as may be required by the City Code."***

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-7

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING THE DEED OF DEDICATION OF TRACT FOR STORMWATER MANAGEMENT KNOWN AS THE MIRAGE POND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING THE DEED OF DEDICATION OF TRACT FOR STORMWATER MANAGEMENT KNOWN AS THE MIRAGE POND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) has entered into a Subdivision

Improvement Agreement with Mirage Partners, LLC effective January 30, 2017 (see attached);
and

WHEREAS, the Developer constructed a stormwater pond in connection with the development to provide benefits to the property and the City as a whole; and

WHEREAS, the City Commission authorized the City Manager to pay the building permit fees, impact fees and other fees due in connection with the Development in exchange for the Developer's agreement to construct and donate to the City the stormwater pond on the Property which exceeds the stormwater requirements of the Development; and

WHEREAS, the City has established a stormwater utility system under Article VI, Section 70-301, et seq, that seeks to provide a uniform stormwater management system to serve the City and support development; and

WHEREAS, the City and the Developer have mutually agreed that the Developer shall finance the construction of the stormwater pond and dedicate the stormwater pond to the City and the City shall provide credits to the Developer of the remaining lots in the Development; and

WHEREAS, the Developer has completed the construction of the pond and is desiring to transfer the deed of dedication of the tract to the City for stormwater management.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. INCORPORATION. The City Commission hereby accepts the attached deed of dedication of the tract for the stormwater management identified as Parcel IS. No(s): 4242-AC-00-0020.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of

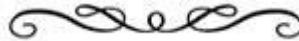
this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of JANUARY, 2021.

Enacted and approved this 12th day of January, 2021, in Holly Hill



2. -2021-R-8 Resolution

A Resolution of the City of Holly Hill, Florida, Determining the Necessity and Public Purpose and Authorizing the Acquisition Property in Holly Hill, Florida, by Eminent Domain or through Negotiation for a Project to Underground the Overhead Utility Lines Along Ridgewood Avenue, Authorizing Attorneys to Initiate Eminent Domain Proceedings to Acquire the Necessary Property; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-8

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, DETERMINING THE NECESSITY AND PUBLIC PURPOSE AND AUTHORIZING THE

ACQUISITION PROPERTY IN HOLLY HILL, FLORIDA, BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR A PROJECT TO UNDERGROUND THE OVERHEAD UTILITY LINES ALONG RIDGEWOOD AVENUE, AUTHORIZING ATTORNEYS TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE NECESSARY PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, DETERMINING THE NECESSITY AND PUBLIC PURPOSE AND AUTHORIZING THE ACQUISITION PROPERTY IN HOLLY HILL, FLORIDA, BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR A PROJECT TO UNDERGROUND THE OVERHEAD UTILITY LINES ALONG RIDGEWOOD AVENUE, AUTHORIZING ATTORNEYS TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE NECESSARY PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill (City) has planned, approved and started construction of a project to underground the overhead utility lines along Ridgewood Avenue (Project); and

WHEREAS, the Project is included in the City's Community Redevelopment Master Plan and is located within the City's Community Redevelopment Area; and

WHEREAS, pursuant to State law the electric utility provider, in this case Florida Power and Light, designed the Project, which required obtaining both underground and aboveground utility easements from the real properties adjacent to Ridgewood Avenue for the construction, operation and maintenance of the Project; and

WHEREAS, the City has obtained the necessary easements from the abutting real property owners by donation without paying compensation as the property owners recognize the value of the Project, the minimal impact to their properties and the positive impact the Project will have on the Ridgewood Avenue corridor and therefore their properties; and

WHEREAS, the owner of the property described in attached Exhibit "A" has

refused to grant the City the necessary easement; and

WHEREAS, The City, in consultation with Florida Power and Light, has considered alternative designs and routes, cost, safety, environmental matters, aesthetics, reliability of utility services and long-term planning in concluding that the design of the Project was in the best interest of the City. Acquiring the property described in Exhibit A is necessary and in the best interest of the public, and a necessary part of completing the Project; and

WHEREAS, the City had no alternative but to utilize the property described in Exhibit A for the Project as there were no alternatives and the failure to utilize the property described in Exhibit A would have delayed the construction of the Project thereby substantially increasing the cost; and

WHEREAS, City representatives have in good faith attempted on numerous occasions to amicably resolve this issue, but to no avail; and

WHEREAS, the Project requires the City to acquire additional utility easements on property abutting Ridgewood Avenue for the construction and maintenance of the Project; and

WHEREAS, pursuant to its Home Rule Powers and powers set forth in chapters 73 and 74, Florida Statutes, and Sections 166.401, 166.411 and 163.370, Florida Statutes, among other sections, the City has the authority to acquire by eminent domain the property described in Exhibit A attached hereto for the public purpose of the Project; and

WHEREAS, the City has surveyed and located the area of the property that is necessary for the Project and the City Commission finds that an underground and aboveground utility easement, as depicted on Exhibit "A", is necessary to acquire for the construction, operation and maintenance of the Project; and

WHEREAS, in undertaking a property acquisition for the Project, the City is in

full compliance with Section 163.370, Florida Statutes, which prohibits the City from exercising the power of eminent domain for the purpose of preventing or eliminating a slum or blight area, but which allows the City to acquire real property by eminent domain within a community redevelopment area, subject to the limitations set forth in Sections 73.013 and 73.014, or other general law; and

WHEREAS, the City is also in full compliance with Sections 73.013, and 73.014, Florida Statutes, and other general laws, as the property to be acquired is not being acquired to eliminate a slum or blight area, but for purposes of the construction, operation and maintenance of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Incorporation. The City Commission hereby adopts as true and correct the foregoing WHEREAS clauses and incorporates them as findings of fact herein.

SECTION 2. Public Purpose Established. The City Commission determined that the Project serves a public purpose of beautifying Ridgewood Avenue and by improving the reliability of electric service. Acquisition of an underground and aboveground utility easement as described in Exhibit “A” is necessary for the completion of the Project and therefore the acquisition of the interest and property described in Exhibit A furthers this public purpose.

SECTION 3. Necessity Established. Acquisition of the interest and property described in Exhibit “A” is necessary for the construction, operation and maintenance of the Project and therefore is necessary to accomplish the public purpose of the Project as determined by the City Commission.

SECTION 4. Authorization to Implement Actions. The City Commission authorizes the City Manager, his designee, City officer, agents, employees, contractors and

attorneys to acquire the property described in Exhibit “A” and to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements of this Resolution, for the full, punctual, efficient and complete implementation and performance of all the terms contained herein and authorized by law and shall deliver any and all papers and instruments, and shall carry out all acts and things necessary or proper for carrying out the acquisition of real property contemplated herein.

SECTION 5. Authorization for Attorneys. In addition to Section 3, the City Commission hereby authorizes its attorneys to initiate the eminent domain process, negotiate pre-suit settlements, file pleadings and pursue, to settlement, final judgement, and final appeal, eminent domain proceedings to acquire property described in Exhibit “A”, and to take any other necessary action, including hiring experts for the City, necessary to initiate and pursue eminent domain proceedings, and any other actions associated with or arising out of such eminent domain or related proceedings. City attorneys are further authorized to accomplish the acquisition of said property by settlement and compromise if same can reasonably be accomplished in accordance with the terms, conditions and limitations established by the City Commission and in the best interest of the City.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 7. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 8. That this Resolution shall become effective immediately upon its

adoption.

APPROVED AND AUTHENTICATED on this 12th day of JANUARY, 2021.

Enacted and approved this 12th day of January, 2021, in Holly Hill



3.

Towing Service Contract RFP 2020-PD-02 - Towing Services

(Requested by Steve Aldrich, Police)

Mr. Forte gave some history on the towing contract and explained the bid processing that recently took place for the Towing Service Contract that had gone out to bid and the committee results/decision as to why Universal Towing wasn't picked the first time and the reason for this agenda item being brought before the Commission tonight. Fred Campagnuolo, owner of Universal Towing was present with his son. Attorney Simpson offered some legal advice and legally suggested to the Mayor and Commissioners that they reject all bids and re-bid the contract.

Mayor Via opened public participation.

Fred Campagnuolo, owner of Universal Towing, Holly Hill spoke.

Mayor Via closed public participation.

*Commissioner Currie made a motion to **APPROVE AWARDING THE TOWING SERVICES CONTRACT TO UNIVERSAL TOWING, DIED FOR A LACK OF SECOND.***

*Commissioner Penny made a motion to **REJECT ALL BIDS AND RE-BID THE TOWING SERVICES CONTRACT**, seconded by Commissioner Danio.*

PASSED, 4-1 (Currie, Nay)

(A copy of this City Commission meeting and the full discussion on this agenda item is available upon request to the City Clerk's office or listen online.)

RESULT:	REJECT ALL BIDS
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Enacted and approved this 12th day of January, 2021, in Holly Hill



7. PUBLIC HEARINGS

1. -2021-O-3033 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1088 10Th Street Having Parcel Number 4244-01-04-0080 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Umi (Urban Medium Intensity) to Medium Density

Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND SECOND READING - ORDINANCE 3034 - an Ordinance of the City of Holly Hill Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from R-5 (Urban Single Family Residential) to R-6 (Low Density Multifamily District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner briefly discussed his staff report to the Mayor and City Commissioners. Attorney Simpson read both Ordinance titles into the record and informed the Mayor and Commissioners that they will be voting on them individually. Mr. Walker discussed both Ordinances 3033 and 3034 as one agenda item.

Mayor Via opened public participation. No one spoke.

*Commissioner Johnson made a motion to **APPROVE FIRST READING OF ORDINANCE 3033, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1088 10th STREET**, seconded by Commissioner Currie.*

PASSED, 5-0.

*Commissioner Johnson made a motion to **APPROVE FIRST READING OF ORDINANCE 3034, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM R-5 TO R-6**, seconded by Commissioner Currie.*

PASSED, 5-0.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 1/26/2021 6:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



2. -2021-O-3035 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1652 N Nova Road Having Parcel Number 4242-40-40-0160 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. AND SECOND READING - ORDINANCE 3036 - an Ordinance of the City of Holly Hill, Florida Amending the Land Development Regulations, by Amending the Official

Zoning Map to Designate the Property Described in Exhibit a from I-1 (Light Industrial) to Cc-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner briefly discussed his staff report to the Mayor and City Commissioners. Attorney Simpson read both Ordinance titles into the record and informed the Mayor and Commissioners that they will be voting on them individually. Mr. Walker discussed both Ordinances 3035 and 3036 as one agenda item.

Mayor Via opened public participation. No one spoke.

*Commissioner Penny made a motion to **APPROVE FIRST READING OF ORDINANCE 3035, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1652 N. NOVA ROAD**, seconded by Commissioner Danio.*

PASSED, 5-0.

*Commissioner Johnson made a motion to **APPROVE FIRST READING OF ORDINANCE 3036, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM I-1 TO CC-1**, seconded by Commissioner Currie.*

PASSED, 5-0.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 1/26/2021 6:00 PM
MOVER:	John Penny, District 1 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



8. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Public Works Reorganization

(Requested by Joseph Forte, City Manager)

RESULT:	INFORMATION ONLY
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Enacted and approved this 12th day of January, 2021, in Holly Hill



b.

Discuss State of the City Attendance

(Requested by Joseph Forte, City Manager)

*Commissioner Penny made a motion to **APPROVE AUTHORIZING PAYMENT FOR THE CITY COMMISSION, DEPARTMENT HEADS, EMPLOYEE OF THE YEAR WITH GUEST AND CITIZEN OF THE YEAR WITH GUEST TO ATTEND THE STATE OF THE CITY BREAKFAST AT A COST OF \$25.00 PER PERSON ON THURSDAY, JANUARY 21, 2021**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte mentioned that for the 2022 Wellness Initiative for Health Benefits, he would like to increase the amount to \$1900. This is just for informational purposes only. The electric vehicle charging station at Pictona was mentioned and Mr. Forte stated that the old Chamber of Commerce pad could be used for that; add 4 parking spaces and that he will bring something forward at the next meeting for consideration. The Alabama street concern that the Ms. McCombs brought up during public participation, the city can't do that.



B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny mentioned that as of right now, the Holly Hill Publix is not offering COVID-19 vaccines. There is nothing for Volusia County as of yet.

Commissioner Johnson mentioned that Jim Cameron, who was present, will soon be retiring. Commissioner Johnson informed everyone that he received his COVID-19 vaccine last week and thanked Public Works for the tour they gave him.

D. Mayor's Comments

i. **Citizen of the Year Choice**

Mayor Via informed the Commissioners that tonight they have to pick a Citizen of the Year 2020 so they will be able to attend the State of the City Address breakfast next Thursday and receive their award. There were two suggestions from the Commission. One was for, Aerial Kavanagh (*suggested by the Mayor*) and the other was for Terry Wood (*suggested by Commissioner Penny*). Both residents have done a great job cleaning up the parks and along the river from debris.

*Commissioner Currie made a motion to **NOMINATE AERIAL KAVANAGH AS CITIZEN OF THE YEAR 2020**, seconded by Commissioner Danio.*

PASSED, 4-1 (Penny, Nay)

9. ADJOURNMENT

The meeting adjourned at approximately 8:15 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

5.1

MEETING DATE: January 26, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Modify the Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Birmingham Avenue Water Main Replacement to a Not to Exceed Amount of \$30,472.00
NUMBER: 2021-R-10
APPLICANT:
PLANNER:

DISCUSSION:

Purchase Order 200070 was issued by the City of Holly Hill for Birmingham Avenue water main replacement that excluded the bidding services and analysis of the bids received as it was supposed to be an emergency repair and only 3 quotes were to be required. Staff were able to complete a patch to the leaky pipe that eliminated the need for an emergency repair. That repair was able to allow for the plans to be advertised for open bids.

The first Change Order was to authorize Mead and Hunt to complete the bid preparation, attend pre-bid meetings and bid opening, respond to all questions during the bid process, answer plan clarification, issue addendum as needed and finally evaluate the bidders, checking bidders references and make final recommendations on the award. These additional services required a Change Order to be issued to M&H to complete the bidding services for Birmingham Avenue and Kansas Street water main replacement.

A second Change Order is needed to be authorized for construction contract administration service increase the inspection services to 4 weeks construction observation services.

FISCAL ANALYSIS:

The City entered into a Continuing Services Contract with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. The initial term of this contract is five (5) years with options for two renewals for one year each.

Funding for this project has been included in Fiscal Year budget 2019/2020. The Project Code is 20WA02.

This will increase the Purchase Order for this project from \$16,703.00 to \$30,472.00 and the

funds are available in account number 407-8110-580.63-00.

STAFF RECOMMENDATION:

Authorize the City Manager to modify the agreement with Mead and Hunt, Inc., to provide professional services to facilitate the replacement of the Birmingham Avenue water main replacements to \$30,472.00.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE RESOLUTION AUTHORIZING THE CITY MANAGER TO MODIFY THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR BIRMINGHAM AVENUE WATER MAIN REPLACEMENT TO A NOT TO EXCEED AMOUNT OF \$30,472.00.

ATTACHMENTS:

- HH Birmingham WM Scope change 1.5.21(PDF)

Resolution No. 2021-10**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO MODIFY THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE BIRMINGHAM AVENUE WATER MAIN REPLACEMENT TO A NOT TO EXCEED AMOUNT OF \$30,472.00**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO MODIFY THE AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE BIRMINGHAM AVENUE WATER MAIN REPLACEMENT TO A NOT TO EXCEED AMOUNT OF \$30,472.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has issued a purchase order for the Birmingham Avenue water main replacement that excluded construction contract administration and limited construction observation services; and

WHEREAS, this Change Order will authorize Mead and Hunt to complete construction contract administration services and construction observation services and allowing additional time for the punchlist process and close out of the project; and

WHEREAS, these additional services will require a second Change Order to be issued to Mead and Hunt to complete construction contract administration services and construction observation services and allowing additional time for the punchlist process and close out of the project in the amount of \$13,769.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve a second Change Order to be issued to Mead and Hunt to complete construction contract administration services and construction observation services and allowing additional time for the punchlist process and close out of the project in the amount of \$13,769.00 for a total purchase order amount not to exceed \$30,472.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021.

Project Name: Birmingham Ave/Kansas St WM Replacement

Client: City of Holly Hill

Project Location: Holly Hill, FL

Client Representative: Antoine Khoury, P.E.

Project number: 1000710-200116.01

Mead & Hunt Manager: Noah Adamoski

Date: 1/7/2021

Mead & Hunt, Inc. phone: (386) 761-6810

1. Client hereby authorizes the following changes in the scope of work:

Addition of construction contract administration services and additional construction observation effort.

Construction contract administration services to include:

- Prepare issued for construction documents
- Coordinate construction contract execution
- Preconstruction meeting
- Two (2) construction progress meetings
- Review/processing of up to five (5) shop drawings/submittals
- Review/response to up to five (5) Requests for Information (RFIs)
- Review/processing of up to two (2) pay requests
- Project closeout

Additional construction observation effort to include an additional two (2) weeks for four (4) hours per day (for a total of five [5] weeks).

2. The reasons for these changes in the scope of work are as follows:

The original scope did not include construction contract administration services (City was originally to provide) and limited (3 weeks) construction observation services. The proposed contractor estimates the construction will take four (4) weeks to complete and we are estimating the punchlist and close out to take another week.

3. Addition or reduction in Mead & Hunt fees:

Construction Contract Administration	\$9,870	Lump Sum
Construction Observation	<u>\$3,899</u>	Time & Expense
TOTAL	\$13,769	

Mead & Hunt, Inc. shall commence work on this change as soon as it receives this signed document by delivery, regular mail, fax or e-mail.

This change in work or scope change is subject to the terms and conditions of the contract executed for this project dated November 27, 2019.

For: MEAD & HUNT, INC.

For: CITY OF HOLLY HILL

By:



By:

Name: David A. King, P.E.

Name:

Title: Vice President/Business Unit Leader

Title:

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: January 7, 2021

Date:

Approval:

Approval

required if signature above is not authorized to sign contracts



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: January 26, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Implementing COVID-19 Emergency Leave for All Employees Relating to COVID-19; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: 2021-R-11
APPLICANT:
PLANNER:

DISCUSSION:

The Families First Coronavirus Relief Act (FFCRA) expired on December 31, 2020. With an ever growing increase in COVID-19 positive cases in Florida, the risk of Holly Hill city employees contracting the virus remains high. The City Manager would like to continue providing sick leave to those employees who are COVID-19 positive or those who must quarantine due to a direct exposure in order to keep other employees and citizens safe.

The attached Resolution provides for similar terms and conditions as the FFCRA, which is requested to begin retroactively to January 1, 2021 and expire on March 31, 2021 with renewals in three (3) month increments at the City Manager's discretion, which will be determined by the status of the virus in this area and the availability of vaccines for the general public.

FISCAL

ANALYSIS:

Undetermined based on the number of employees who may contract the virus. If necessary, a budget amendment will be provided to the City Commission to cover unexpected overtime costs.

STAFF

RECOMMENDATION:

To approve the attached Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE IMPLEMENTING COVID-19 EMERGENCY LEAVE FOR ALL

Resolution 2021-11

Meeting of January 26, 2021

EMPLOYEES RELATING TO COVID-19.

Resolution No. 2021-11

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, IMPLEMENTING COVID-19 EMERGENCY LEAVE FOR ALL EMPLOYEES RELATING TO COVID-19; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, IMPLEMENTING COVID-19 EMERGENCY
LEAVE FOR ALL EMPLOYEES RELATING TO COVID-
19; PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTING RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, On March 18, 2020, the Families First Coronavirus Response Act, effective April 1, 2020 through December 31, 2020, was signed into law effective April 1, 2020; and

WHEREAS, The legislation included two provisions that provided paid leave to employees impacted by COVID-19; Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act; and

WHEREAS, The Families First Coronavirus Response Act has expired on December 31, 2020.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The amount of paid sick leave time a City employee shall be entitled to will be determined based on the employees current shift schedule.

- a. The one time maximum number of additional sick leave hours shall equal the standard number of hours in the pay period for the shift to which the employee is assigned at the time they become eligible under this policy. (i.e. 80, 84, 112 hours)
- b. Sick leave time granted by this section is reduced by any time used pursuant to the Emergency Paid Sick Leave Act.

SECTION 2. The City of Holly Hill shall provide to each City employee paid sick time for each hour worked up to the maximum hours allowed, as per Section 1, not charged to their leave accruals, to the extent that the employee is unable to work due to the following:

- a. The employee is experiencing symptoms of COVID-19 and seeking medical diagnosis.
- b. The employee is advised in writing by his or her healthcare provider to self-quarantine due to the concerns relating to COVID-19. This time period is currently stated by the CDC Guidelines to be 7 days with a negative test or 10 days without a test.

SECTION 3. The City of Holly Hill shall provide to each City employee paid sick leave at two-thirds pay for each hour worked up to the maximum hours allowed, as per Section 1, not charged to their leave accruals, to the extent that the employee is unable to work due to the following:

- a. The employee is caring for a family member or member of their household who is unable to care for themselves and is subject to self-quarantine as described in Section 1 subparagraph (a). Proof of positive COVID-19 tests results must be provided to the HR Manager.
- b. The employee is unable to work due to a bona fide need to care for a child (under 18 years of age) whose school or daycare provider is closed by order of the Governor.

SECTION 4. For purposes of this Policy, the term ‘paid sick time’ means an increment of compensated leave:

- a. Provided by the City for use during an absence from employment for a reason described in Section 2 and 3.
- b. Is calculated based on the City employee’s hourly rate at the time of paid sick time eligibility.

SECTION 5. Paid sick time provided to a City employee under this policy shall cease beginning with the employees next scheduled work shift immediately following the termination of the need for paid sick time under Sections 2 or 3.

SECTION 6. Paid sick time shall be available regardless of how long the City employee has been employed by the City.

SECTION 7. A City employee may first use paid sick time described in this policy prior to using other paid leaves provided by the City.

SECTION 8. A City employee is not required to provide financial or other reimbursement to the City for paid sick time under this policy in the event of the employee’s termination, resignation, retirement, or other separation of employment.

SECTION 9. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 10. This policy shall be effective retroactively as of January 1, 2021.

SECTION 11. This policy shall expire on March 31, 2021 and may be discontinued at any time at the sole discretion of the City or may be continued in three (3) month periods.

APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

5.3

**City Commission
Agenda Item**

MEETING DATE: January 26, 2021
FROM: Joseph Forte
SUBJECT: BD Beneficial Developers Agreement - Amendment to Waive the
Right to Termination
NUMBER: (ID # 3188)
APPLICANT:
PLANNER:

DISCUSSION:**History:**

On November 15, 2017 the City entered into an agreement with BD Beneficial Development for the purchase of land located at 1200 Center Avenue for the development of workforce housing. Under the Section 7-Termination of Contract, the seller may terminate if the purchaser does not receive an “FHFC Award” on or before February 1, 2019. However, because of the protest initiated by Pat Law, if that goes to litigation, or even if settlement of that protest takes some time to occur, it is possible the Board will not take up these RFA’s for preliminary award at its January 2019 meeting, as currently scheduled. Then conceivably seller could terminate. Anyone challenging an eventual award could use this as a delay tact to effect site control of the property and whether the seller has initiated the termination of the contract. The developer has requested that the termination date not be any earlier than the date the RFA says your contract has to go through (April 30, 2019).

After consulting with the City Attorney and the staff feels it is in the best interest of the City and the project to waive the right to termination for 2019 and 2020. The next option to terminate would be February 1, 2021.

Additionally, BD Beneficial could assign the agreement to a related entity controlled by BD Beneficial without the City’s consent. Although the principals of BD Beneficial and Vistas at Fountainhead is the same person, Beneficial may not technically control Vistas. Therefore, consent of the assignment is required.

The agreement would provide the City consent to the assignment of the agreement from beneficial to Vistas pursuant to the terms and conditions of the agreement.

Current:

The City Agreed to waive the termination for 2019 and 2020 with the last opportunity to terminate being February 1, 2021. The Agreement does state “This automatic renewal will occur each year but in no event shall it last beyond February 1, 2022.” Therefore, the City Manager is requesting the City Commission authorize the City Manager to waive the termination for February 1, 2021.

FISCAL ANALYSIS:

There is no additional financial impact.

STAFF RECOMMENDATION:

Approve the agreement as submitted by staff.

MOTION:

To approve the attached agreement between the City of Holly Hill and BD Beneficial Developers.

- Waiver of Termination - BD Beneficial Jan. 26,2021 (PDF)

- BD Beneficial Agreement from 2018 (PDF)
- BD Beneficial Developers Agreement - Amendment to Waive the Right to Termination (PDF)

January 26, 2021

City of Holly Hill, Florida
Joseph Forte
1065 Ridgewood Ave.,
Holly Hill, Florida 32117

Re: Real Estate Purchase Agreement (the “**Purchase Agreement**”) dated November 15, 2017 by and between the City of Holly Hill, Florida a municipal corporation (“**Seller**”) and BD Beneficial Development 17, LLC a Florida limited liability company as modified and assigned by The Vistas at Fountainhead Limited Partnership (“**Buyer**”) and Seller pursuant to a further Agreement (the “**Agreement**”) dated October 16, 2018.

As you are aware the City of Holly Hill, Florida and The Vistas at Fountainhead Limited Partnership are currently parties to the Purchase Agreement, as modified by the Agreement (collectively, the “**Purchase and Sale Agreement**”). This letter is being provided to you to confirm that Seller is waiving its right and option to terminate the transaction on or before **February 1, 2021** in accordance with the terms of the Purchase and Sale Agreement.

Upon acknowledgement of the Seller’s waiver of termination the Purchase and Sale Agreement shall continue, upon the same terms and conditions, until February 1, 2022, whereupon if the transaction contemplated thereby is not consummated, the parties shall either enter into a further amendment or terminate the Purchase and Sale Agreement.

Please confirm our understanding by signing as indicated below.

Very truly yours,

The Vistas at Fountainhead Limited Partnership

By: _____

Print Name: Donald Paxton

Its: Manager

Date: _____

Acknowledged and Agreed:

City of Holly Hill, a Florida municipal
Corporation

By: _____

Print Name: _____

Its: _____

Date: _____



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
386-248-9442
Fax 386-248-9498

**City
Clerk**
386-248-9441
Fax 386-248-9448

**City
Manager**
386-248-9425
Fax 386-248-9448

**Economic
Development**
386-248-9444
Fax 386-248-9446

Finance
386-248-9427
Fax 386-248-9497

**Human
Resources**
386-248-9440
Fax 386-248-9448

**Information
Technology**
386-248-9459
Fax 386-248-9448

**Public
Works**
386-248-9463
Fax 386-248-9499

**Utility
Billing**
386-248-9432
Fax 386-248-9458

**Mayor & City
Commission**
386-248-9441
Fax 386-248-9448

AGREEMENT

WHEREAS, the City of Holly Hill (City) entered into a Real Estate Purchase Agreement (Agreement) with BD Beneficial Development 17, LLC (Beneficial) dated November 15, 2017.

WHEREAS, the Agreement allows Beneficial to seek financing from the Florida Housing Financing Corporation (FHFC), which can be applied for on an annual basis. The City has the right to terminate the Agreement if Beneficial does not receive the FHFC financing by February 1, 2019. However if the City does not terminate the Agreement by June 30, 2019, then the Agreement is extended for another year on the same terms and conditions. This automatic renewal will occur each year but in no event shall it last beyond February 1, 2022.

WHEREAS, the City has opted to waive the right to terminate the Agreement for the 2019 and 2020 years. Therefore the Agreement shall automatically renew on June 30, 2019 and June 30, 2020 and the City's next option to terminate will be if Beneficial does not obtain FHFC financing by February 1, 2021.

WHEREAS, pursuant to Paragraph 12 of the Agreement, Beneficial could assign the Agreement to a related entity controlled by Beneficial without the City's consent.

WHEREAS, on December 13, 2017 Beneficial assigned the Agreement to The Vistas at Fountainhead Limited Partnership (Vistas).

WHEREAS, although the principal of Beneficial and Vistas is the same person, Beneficial may not technically control Vistas, therefore the City's consent of the assignment is required.

WHEREAS, the City hereby consents to the assignment dated December 13, 2017 of the Agreement from Beneficial to Vistas pursuant to the terms and conditions of the Agreement.

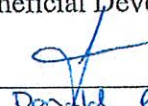
City of Holly Hill

By: 

Title: City Manager

Date: 10-16-2018

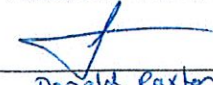
BD Beneficial Development 17, LLC

By: 

Title: Manager

Date: 1/12/18

The Vistas At Fountainhead Limited Partnership

By: 

Title: Manager

Date: 1/12/18



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

5.3.c

MEETING DATE: October 9, 2018
FROM: Joseph Forte
SUBJECT: BD Beneficial Developers Agreement - Amendment to Waive the Right to Termination
NUMBER: (ID # 2229)
APPLICANT:
PLANNER:

DISCUSSION:

On November 15, 2017 the City entered into an agreement with BD Beneficial Development for the purchase of land located at 1200 Center Avenue for the development of workforce housing. Under the Section 7-Termination of Contract, the seller may terminate if the purchaser does not receive an "FHFC Award" on or before February 1, 2019. However, because of the protest initiated by Pat Law, if that goes to litigation, or even if settlement of that protest takes some time to occur, it is possible the Board will not take up these RFA's for preliminary award at its January 2019 meeting, as currently scheduled. Then conceivably seller could terminate. Anyone challenging an eventual award could use this as a delay tact to effect site control of the property and whether the seller has initiated the termination of the contract. The developer has requested that the termination date not be any earlier than the date the RFA says your contract has to go through (April 30, 2019).

After consulting with the City Attorney and the staff feels it is in the best interest of the City and the project to waive the right to termination for 2019 and 2020. The next option to terminate would be February 1, 2021.

Additionally, BD Beneficial could assign the agreement to a related entity controlled by BD Beneficial without the City's consent. Although the principals of BD Beneficial and Vistas at Fountainhead is the same person, Beneficial may not technically control Vistas. Therefore, consent of the assignment is required.

The agreement would provide the City consent to the assignment of the agreement from beneficial to Vistas pursuant to the terms and conditions of the agreement.

FISCAL ANALYSIS:

There is no additional financial impact.

STAFF RECOMMENDATION:

Approve the agreement as submitted by staff.

MOTION:

To approve the attached agreement between the City of Holly Hill and BD Beneficial Developers.

- BD Beneficial Agreement Amendment 10-9-2018 (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

6.1

MEETING DATE: January 26, 2021
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of New ERP System from Tyler Technologies Using the City of Groveland's RFP #19-IT-004; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-12
APPLICANT:
PLANNER:

DISCUSSION:

During the Fiscal Year 2019 the City upgraded the City's ERP system to the current version provided by the City's current software vendor. However, this upgrade did not include many functions needed for efficient City operations.

Staff has reviewed the products and found that the ERP system provided by Tyler Technologies would increase staff and customer's services and ability to remotely access the improved areas. Some of the main features that would not only improve services to customer but also reduce staff processing time include: Online customer payments for all of the modules. Utility customer account inquiry and maintenance. Building permit electronic inspection schedule and online permit applications, Code enforcement case inquiry, and online business tax inquiry and renewal. Asset tracking for Utilities and Public Works. Electronic time keeping and employee inquiry for payroll and HR data.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of all Tyler Technologies ERP system, approved in the 2020/2021 budget, under the City of Groveland's RFP #19-IT-004.

Current City of Holly Hill Purchasing Policies and Procedures:

Policy 2.39 Other Government Entities Contracts States:

"the city may use (piggy-back) any other Government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations".

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser

requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL ANALYSIS:

This recommend solution not only gains critical new technology but also saves the City 28% in costs over the next 5 years. The one-time costs for this project is \$158,350 with recurring annual maintenance fees of \$66,987. The current system annual maintenance fees are \$99,496 and will increase 5% each year. The current fiscal year 2020/2021 budget contains sufficient budget to fund this request.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- Tyler Holly Hill, FL Agreement 111720 (6) (PDF)
- RFP 19-IT-004, ERP System Selection Notice of Intent to Award (PDF)
- Groveland FL SaaS Agreement 091620 (1) (PDF)
- Groveland RFP 19-IT-004 ERP Selction (PDF)

Resolution No. 2021-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF NEW ERP SYSTEM FROM TYLER TECHNOLOGIES USING THE CITY OF GROVELAND'S RFP #19-IT-004; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF ERP SYSTEM USING THE CITY OF GROVELAND'S CONTRACT AWARDED UNDER RFP# 19-IT-004; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase ERP system from Tyler Technologies under the City of Groveland's software services agreement awarded under RFP #19-IT-004; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (I) authorize and approve the form of the contract by the City of Groveland's software services agreement and any other documents awarded under RFP #19-IT-004; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the City of Groveland, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Tyler Technologies to purchase ERP system.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract Tyler Technologies to purchase ERP system.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for ERP system purchase, in substantially the forms attached hereto. The total one time costs shall be \$158,350 with five years annual maintenance fees of \$66,987 annually. All further costs are contingent upon future budget appropriations.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of ERP system.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in

conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JANUARY , 2021.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a 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 the City of Holly Hill, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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.
- **"Defined Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"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 by which both your and our authorized representatives have signed 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.
- **"Investment Summary"** means the agreed upon cost proposal for the 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.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.



- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the

terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or

component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about->

us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with

us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 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;
- 9.4 make available to you all 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
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

SECTION D – THIRD PARTY PRODUCTS

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. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal 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 renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or 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 (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – 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 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, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then 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.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Web Services – Hosted Application Terms |
| Exhibit E | Statement of Work |

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.

City of Holly Hill

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

Address for Notices:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, FL 32117

Attention: _____

Attachment: Tyler Holly Hill, FL Agreement 111720 (6) (2021-R-12 : Approve Piggyback of Grovland's Contract for ERP System)



Exhibit A Investment Summary

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

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Quoted By: Mike Leshner
 Quote Expiration: 4/25/2021
 Quote Name: City of Holly Hill, FL ERP
 Quote Number: 2020-118440
 Quote Description: Incode ERP

Sales Quotation For

City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117-2807
 Phone: 3862489420

Tyler Software and Related Services - SaaS

Tyler Software and Related Services - SaaS	One Time Fees		#Yrs	Annual Fee	Discount	Net Annual Fee
Description	Impl. Hours	Impl. Cost				
Financial Management Suite						
Core Financials	116	\$12,180		\$10,285	\$3,497	\$6,788
Purchasing	20	\$2,100		\$3,076	\$1,046	\$2,030
Fixed Assets	12	\$1,260		\$1,077	\$366	\$711
Project Accounting	12	\$1,260		\$2,312	\$786	\$1,526
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)	116	\$12,180		\$11,571	\$3,934	\$7,637
Employee Self Service (Employee Portal)	32	\$3,360		\$0	\$0	\$0
Personnel Action Request	8	\$840		\$0	\$0	\$0
ExecuTime						
ExecuTime Time & Attendance Mobile Access License	0	\$0		\$1,503	\$752	\$751
ExecuTime Advanced Scheduling Mobile	0	\$0		\$1,178	\$589	\$589
ExecuTime Time & Attendance - Up to 100ee	50	\$5,250		\$4,143	\$2,072	\$2,071
Advanced Scheduling - Up to 50ee	48	\$5,040		\$5,652	\$2,826	\$2,826
Customer Relationship Management Suite						
Misc. Accounts Receivable	12	\$1,260		\$1,945	\$661	\$1,284
EasyPay Online Payment Component	0	\$0		\$0	\$0	\$0
Utility CIS System	172	\$18,060		\$12,214	\$4,153	\$8,061
Third Party Printing Interface	4	\$420		\$3,698	\$1,257	\$2,441
Cashiering	44	\$4,620		\$4,180	\$1,421	\$2,759
EnerGov						
Business Management -Per User (3)	0	\$0		\$2,895	\$984	\$1,911
Community Development -Per User (5)	0	\$0		\$4,825	\$1,640	\$3,185
GIS	0	\$0		\$322	\$109	\$213
iG Workforce Apps	0	\$0		\$322	\$109	\$213
e-Reviews	0	\$0		\$6,430	\$2,186	\$4,244
Citizen Self Service - Business Management	0	\$0		\$3,215	\$1,093	\$2,122

Citizen Self Service - Community Development	0	\$0	\$3,215	\$1,093	\$2,122
Tyler 311	0	\$0	\$5,144	\$1,749	\$3,395
Tyler EAM					
Asset Maintenance (5)	132	\$13,860	\$4,825	\$1,640	\$3,185
Analytics and Reporting for EAM	0	\$0	\$0	\$0	\$0
Tyler ReadyForms for EAM	0	\$0	\$0	\$0	\$0
Tyler Content Manager					
Tyler Content Manager Standard Edition (TCM SE)	32	\$3,360	\$3,501	\$1,190	\$2,311
MyCivic					
MyCivic Citizen Engagement	0	\$0	\$2,500	\$850	\$1,650
Tyler Hosted Applications					
Utility Billing Online Component	0	\$0	\$2,832	\$963	\$1,869
Notifications for Utility Billing	0	\$0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0	\$0
Accounts Receivable Online Component	0	\$0	\$1,200	\$408	\$792
	<i>Sub-Total:</i>	<i>\$85,050</i>	<i>\$104,060</i>	<i>\$37,374</i>	<i>\$66,686</i>
	TOTAL:	810	\$85,050	5	\$104,060
					\$37,374
					\$66,686

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Full Suite Implementation (Incl. CD, BM, GIS, CSS, TIM, iG)	260	\$130	\$33,800	\$0
Tyler ReadyForms for EAM - Configuration	1	\$1,500	\$1,500	\$0
New Server Installation	1	\$5,200	\$5,200	\$0
Project Management for EAM	32	\$175	\$5,600	\$0
MyCivic Citizen Engagement - Implementation Fee	1	\$1,500	\$1,500	\$0
Project Management	1	\$5,000	\$5,000	\$0
	TOTAL:		\$52,600	\$0

Conversion Services

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger Master			\$1,000	\$1,000
Accounts Payable Master	4	\$105	\$1,250	\$1,670
Accounts Receivable Master	4	\$105	\$3,250	\$3,670
Fixed Assets Master	4	\$105	\$1,500	\$1,920
Personnel Management Suite				
Personnel Management -Payroll Master	4	\$105	\$2,250	\$2,670
Customer Relationship Management Suite				
Utility Billing Master	12	\$105	\$5,500	\$6,760
	Total:			\$17,690

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Source Code Escrow	1	\$0	\$0	\$0	\$1,500	\$1,500	\$0
Touchscreen 10: Biometric and Barcode Reader	1	\$3,010	\$0	\$3,010	\$301	\$0	\$301
	TOTAL:			\$3,010			\$301

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$66,686
Total Tyler Services	\$155,340	\$0
Total Third Party Hardware, Software and Services	\$3,010	\$301
Summary Total	\$158,350	\$66,987

Attachment: Tyler Holly Hill, FL Agreement 111720 (6) (2021-R-12 : Approve Piggyback of Grovland's Contract for ERP

Comments

- The annual maintenance period for clocks begin when the clocks are shipped. Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for physical clock installation and connection to applicable network.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state specific retirement. Additional fee for historical views.
- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- EasyPay Online Payment 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 \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- e-Planning requires BlueBeam Studio Prime pricing is as follows: - Bluebeam Studio Prime Level 1 (up to 100 users), Subscription - \$2,340 - Bluebeam Studio Prime Level 2 (up to 200 users), Subscription - \$4,140 - Bluebeam Studio Prime Level 3 (up to 500 users), Subscription - \$9,540 - Bluebeam Studio Prime Level 4 (up to 1000 users), Subscription - \$17,940
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Comments

- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.
- Fixed Asset conversions include Asset information with improvements totals only -no history.



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the 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. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

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

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

3. Third Party Products.

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

- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

- 3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

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

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler 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 State 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 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

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

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you 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 per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

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

We perform 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, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not 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, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

- (1) Tyler Website – www.tylertech.com – 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 holiday schedule is outlined below. There will be no support coverage on these days.

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

Issue Handling*Incident Tracking*

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

Incident Priority

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

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license



over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

Attachment: Tyler Holly Hill, FL Agreement 111720 (6) (2021-R-12 : Approve Piggyback of Grovland's Contract for ERP System)



City of Holly Hill, FL

SOW from Tyler Technologies, Inc.

11/16/2020

Presented to:
Stella Gurnee
1065 Ridgewood Ave.
Holly Hill, FL 32117-2807

Contact:
Mike Leshner
Email: Mike.Leshner@TylerTech.com
5519 53rd Street, Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

This is accomplished by Holly Hill and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

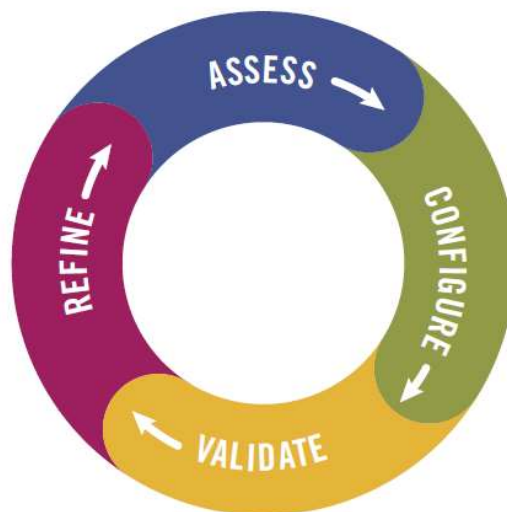
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Holly Hill and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Holly Hill and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Holly Hill's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

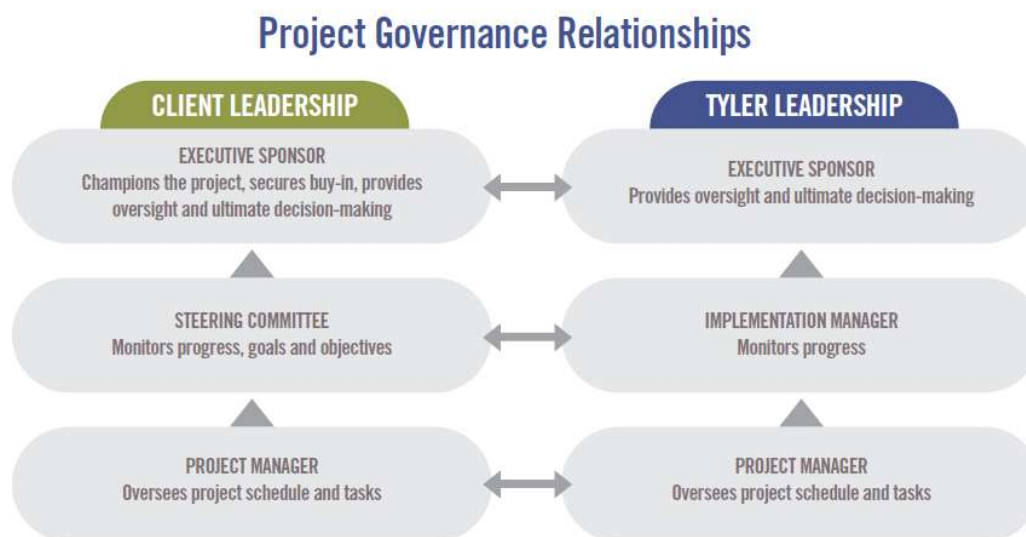
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

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



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the 'triple constraints' or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

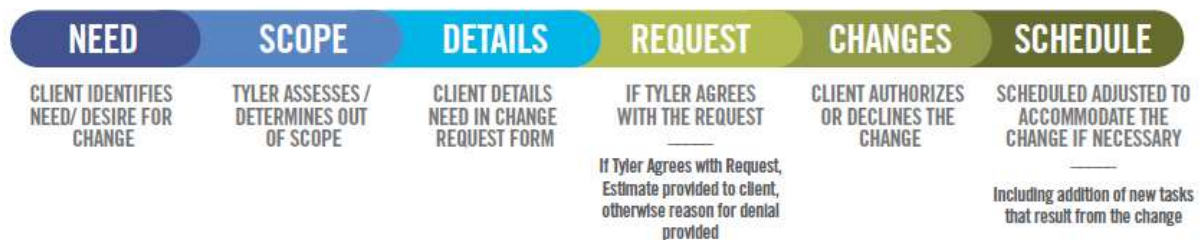
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Holly Hill; for example, Holly Hill may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Holly Hill, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Holly Hill will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Holly Hill). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Holly Hill office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Holly Hill will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Holly Hill project manager will strive to gain deliverable and decision approvals from all authorized Holly Hill representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Holly Hill department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Holly Hill shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Holly Hill does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Holly Hill does not agree the particular Deliverable or Control Point meets requirements, the Holly Hill shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Holly Hill shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Holly Hill does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Holly Hill and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Holly Hill, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Holly Hill 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Holly Hill 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Holly Hill management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

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

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Holly Hill project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Holly Hill and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Holly Hill any items that may impact the outcomes of the Project.
- Collaborates with Holly Hill 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Holly Hill 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Holly Hill and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Holly Hill through software validation process following configuration.
- Assists during Go-Live process and provides support until Holly Hill transitions to Client Services.
- Facilitates training sessions and discussions with Holly Hill and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.2 Holly Hill Roles & Responsibilities

Holly Hill resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Holly Hill Executive Sponsor

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

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Holly Hill Steering Committee

The Holly Hill steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Holly Hill project manager and Project as a whole through participation in regular internal meetings. The Holly Hill steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Holly Hill steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule

- Project Goals
- Holly Hill Policies
- Needs of other client projects

5.2.3 Holly Hill Project Manager

Holly Hill shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Holly Hill Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Holly Hill project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Holly Hill project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Holly Hill and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Holly Hill staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.

- Identifies and coordinates all Holly Hill resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Holly Hill technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Holly Hill Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Holly Hill project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Holly Hill resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Holly Hill Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Holly Hill business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Holly Hill staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Holly Hill End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Holly Hill Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Holly Hill third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Holly Hill's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Holly Hill GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Holly Hill GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 Holly Hill Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.

- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Holly Hill's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Holly Hill and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Holly Hill Change Management Lead

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

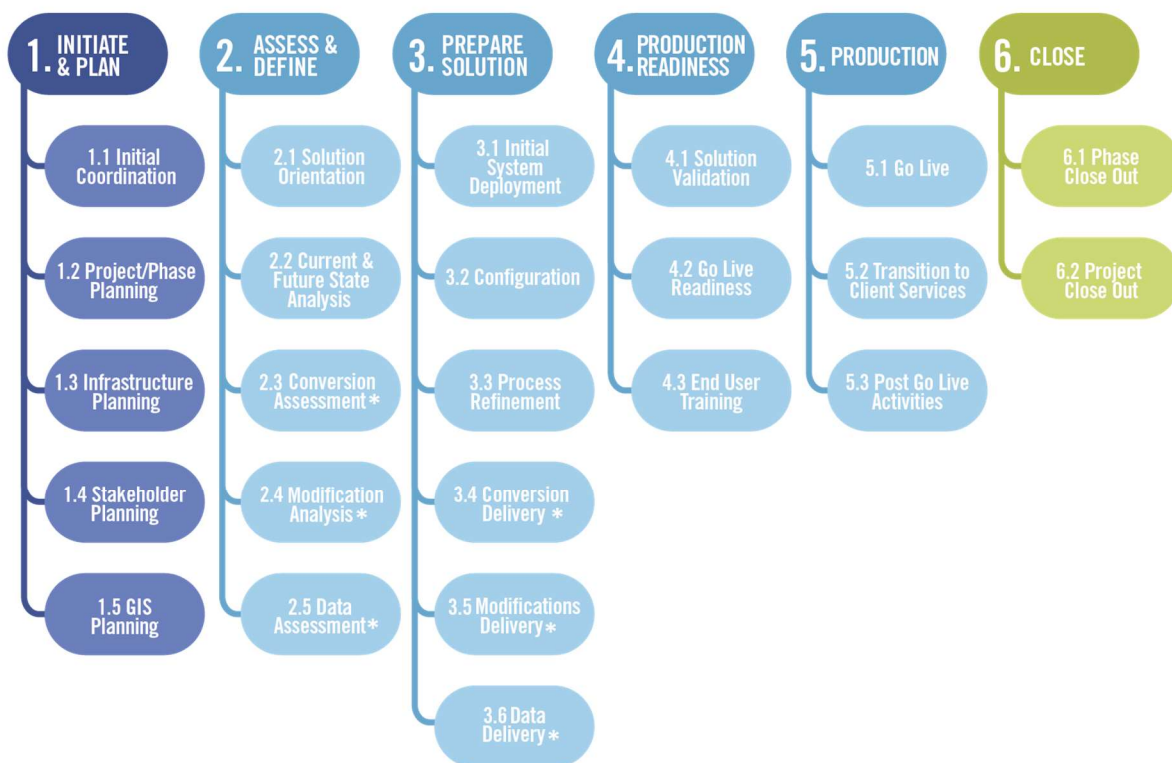
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Holly Hill.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Holly Hill with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Holly Hill gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Holly Hill's team. During this step, Tyler will work with Holly Hill to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Holly Hill		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Outputs/Deliverables	Completed initial project documents
	Project portal

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	Holly Hill provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Holly Hill has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Holly Hill to install License Software. The Holly Hill is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure Holly Hill's infrastructure meets Tyler's application requirements.
- Ensure Holly Hill's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning
----------------	--------------------------------

	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

Work package assumptions:

- Holly Hill will maintain environment (or virtual environment) for On-Premise deployments.

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Holly Hill Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Holly Hill team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Holly Hill offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Holly Hill GIS data sources and formats.
- Tyler to understand Holly Hill's GIS needs and practices.
- Ensure Holly Hill's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation														
	Tyler								Client						

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Holly Hill is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Holly Hill
- Stakeholder meeting complete
- GIS Data Production Ready

- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Holly Hill business processes. This information will be used to identify and define business processes utilized with Tyler software. Holly Hill collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Holly Hill team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Holly Hill team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Holly Hill for current and future state analysis.

STAGE 2	Solution Orientation														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Provide pre-requisites			A	R							I	I		I	I
Complete pre-requisites											A	R		C	C
Conduct orientation			A	R							I	I		I	I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Holly Hill and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Holly Hill will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Holly Hill attendees possess sufficient knowledge and authority to make future state decisions.
- Holly Hill is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Client Source data
	Client Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Client Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Holly Hill representatives to identify business rules before writing the conversion.
- Holly Hill subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by

the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Holly Hill is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Clients (if applicable)	Software is accessible

Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Holly Hill will provide network access for Tyler modules, printers, and Internet access to all applicable Holly Hill and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Holly Hill to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Holly Hill collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Holly Hill SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Holly Hill is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Holly Hill users on how to execute processes in the system to prepare them for the validation of the software. Holly Hill collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Holly Hill understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			A	R							I	I		I			

Refine configuration (Tyler Responsible)			I	C							A	R		C			
Validate interface process and results			I	C			C				A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by Holly Hill)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Holly Hill's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Holly Hill will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Holly Hill to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Work package assumptions:

- ### 6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Holly Hill verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Holly Hill organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Holly Hill updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Holly Hill will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Holly Hill will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness														
	Tyler								Client						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I		
Conduct Go-Live planning session		A	R	C							C	C	C	C	C
Order peripheral hardware (if applicable)			I							A	R				C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C	
Final system infrastructure review (where applicable)			A				R				C				C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---

Updated go-live checklist

Updated Action plan and Checklist for go-live delivered to Holly Hill

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Holly Hill is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---

End User Training

Holly Hill signoff that training was delivered

Work package assumptions:

- The Holly Hill project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Holly Hill as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Holly Hill departments.
- Holly Hill will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Holly Hill will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Holly Hill to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Holly Hill and Tyler will complete work assigned to prepare for Go-Live.

Holly Hill provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Holly Hill manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Holly Hill during Go-Live activities. Holly Hill transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- Holly Hill will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.

- The Client business processes required for Go-Live are fully documented and tested.
- The Holly Hill Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Holly Hill Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Holly Hill teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Holly Hill onto the Tyler Client Services team, who provides Holly Hill with assistance following Go-Live, officially transitioning Holly Hill to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Holly Hill teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Holly Hill transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Holly Hill for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Holly Hill teams that activities within this phase are complete.

STAGE 6	Phase Close Out														
	Tyler							Client							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C				
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C	
Release phase-dependent Tyler project resources	A	R	I								I				

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)

	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Holly Hill may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Holly Hill teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (SMEs)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C

Deliver post project report to Holly Hill and Tyler leadership	I	A	R							I	I	C						
Release Tyler project resources	A	R	I									I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Holly Hill will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Holly Hill Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.

- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Holly Hill project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Holly Hill is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Holly Hill to make process changes.
- Holly Hill is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Holly Hill is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Holly Hill resources will participate in scheduled activities as assigned in the Project Schedule.
- The Holly Hill team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Holly Hill will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Holly Hill will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Holly Hill makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Holly Hill will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Holly Hill will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Holly Hill is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Holly Hill representatives to identify business rules before writing the conversion. Holly Hill must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Holly Hill Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Holly Hill will provide dedicated space for Tyler staff to work with Holly Hill resources for both on-site and remote sessions. If Phases overlap, Holly Hill will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Holly Hill will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Incode Utility Billing Conversion Summary

9.1.1 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

9.2 Incode Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

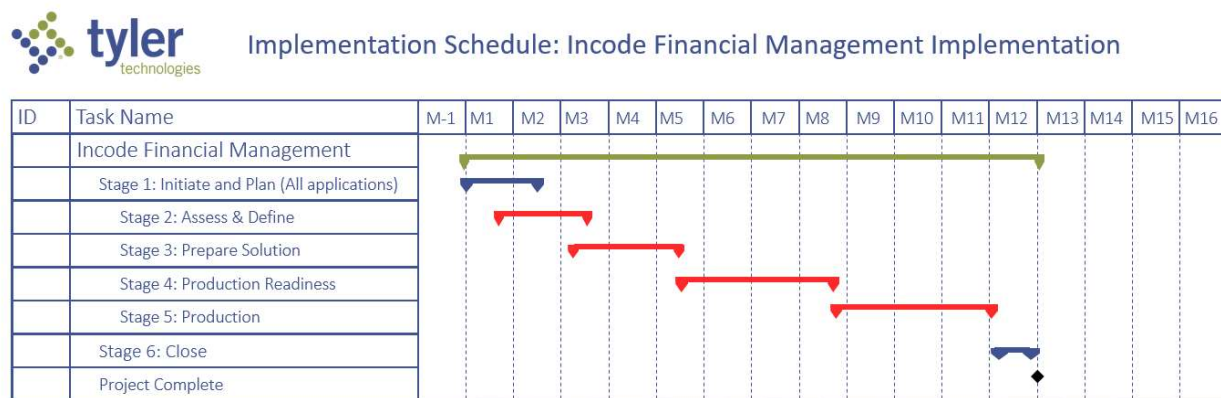
11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

<Insert ERP Project Timeline template here and adjust appropriately for the Project>

11.2 Incode Financial Management Timeline



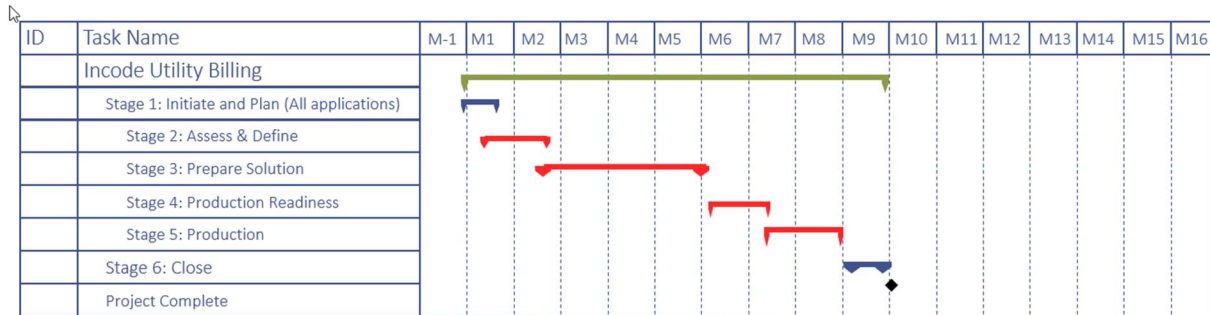
example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.3 Incode Utility Billing Timeline



Implementation Schedule: Incode Utility Billing Implementation



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.4 MyCivic Timeline



Implementation Schedule: MyCivic Implementation

ID	Task Name	M-1	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
	MyCivic																	
	Stage 1: Initiate and Plan (All applications)																	
	Stage 2: Assess & Define																	
	Stage 3: Prepare Solution																	
	Stage 4: Production Readiness																	
	Stage 5: Production																	
	Stage 6: Close																	
	Project Complete																	

example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.5 Intentionally left blank.



MIKE HEIN
City Manager

352-429-2141 ext. 233
mike.hein@groveland-fl.gov

156 S. Lake Avenue • Groveland, FL 34736 • www.Groveland-FL.gov

NOTICE OF INTENT TO AWARD
RFP #19-IT-004, ERP SYSTEM SELECTION

Date: April 29, 2020

SUBJECT

Approve the Selection Committee's recommendation of award to authorize staff to negotiate a Master Agreement with Tyler Technologies, Inc. for RFP #19-IT-004, ERP System Selection.

DESCRIPTION

The Finance Department crafted and released RFP #19-IT-004, ERP System Selection with the intention of awarding one (1) Master Agreement for the purpose of the set-up, configuration, installation, implementation, training, and maintenance of a new ERP system for the City. The RFP was released November 22, 2019 and opened January 16, 2020. The Evaluation Committee met March 12, 2020 to review and rank the proposals. The following firms submitted responses:

- BS&A
- Edmunds GovTech
- Tyler Technologies

On March 12, 2020, the Evaluation Committee met and determined one (1) firm was non-responsive to the specifications of the RFP and scored the remaining two (2):

- Tyler Technologies 314
- Edmunds GovTech..... 231

Due to the point differential the Evaluation Committee elevated Tyler Technologies for demonstrations. Three (3) rounds of demonstrations were held:

- First round, evaluation committee only April 26 and April 17, 2020
- Second round, evaluation committee and primary stakeholders April 22, 2020
- Third round, evaluation committee and Parks and Community April 27, 2020

NOTICE OF INTENT TO AWARD

Notice of Intent to Award a Master Agreement to Tyler Technologies Inc., is hereby posted and subject to final award on **Monday, May 4, 2020 after 5:00 p.m.** Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award a contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Procurement Officer.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and the City of Groveland, "Client".

WHEREAS, Tyler participated in the competitive bid process in response to the Client's RFP 19-IT-004, ERP System Selection; and

WHEREAS, based of Tyler's Proposal to RFP 19-IT-004, ERP System Selection, Client desires Tyler to provide the products and services set forth in the Investment Summary, including providing Client access to Tyler's proprietary software products; and

WHEREAS, Tyler desires to provide such products and services under the terms of this Agreement;

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a 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 the City of Groveland, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"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.
- **"Defined Users"** means the number of named users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"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 by which the last signature has been affixed to 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.

- **“Investment Summary”** means the agreed upon cost proposal for the 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.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are

receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone

criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 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;
 - 9.4 make available to you all 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
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform 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 your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design;

(c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested 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.

SECTION D – THIRD PARTY PRODUCTS

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. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access 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. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(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 SaaS 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 F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal 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 renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(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 H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through

the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Any fees due and payable for modules of Tyler Software that are enjoined will be suspended until such time that the injunction is terminated.

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; (b) our violation of PCI-DSS requirements or a

law applicable to our performance under this Agreement; or (c) a security breach, as such breach is defined by applicable law, caused by Tyler's negligence, while your data is in our possession. 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, and without waiving sovereign immunity and its notice requirements and monetary limitations, as provided in s.768.28, Florida Statutes, 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 upon your request, we 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 (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), 1.5 TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, 1.5 TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of

insurance upon your written request.

SECTION H – 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 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, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then 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. Neither party will be liable for delays in performing its obligations, including payment 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.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a

change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Public Records.

IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS VIRGINIA WHITE, CITY CLERK, 156 S. LAKE AVENUE, GROVELAND, FLORIDA 34736, (352) 429-2141, EXTENSION 2014, VIRGINIA.WHITE@GROVELAND-FL.GOV.
19. Debarment, Suspension. By executing this agreement Tyler affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. By executing this agreement Tyler affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.
20. 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.
21. Governing Law/Venue. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to its rules on conflicts of law. The parties agree that venue shall be proper in the state or federal courts serving Lake County, Florida.
22. 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.

23. 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.

24. 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	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

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

Tyler Technologies, Inc.

By: Janet Joiner
Janet Joiner (Sep 17, 2020 15:39 CDT)

Name: Janet Joiner

Title: Vice President, Finance, LGD

Date: September 17, 2020

Address for Notices:

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

With a copy to:

Michael Hein
City Manager
156 S. Lake Avenue
Groveland, Florida 34736

City of Groveland

By: Mike Hein

Name: Mike Hein

Title: City Manager

Date: Sept 17, 2020

Address for Notices:

City of Groveland
156 South Lake Avenue
Groveland, FL 34736
Attention: Director of Innovation and
Information Technology

Anita Geraci-Carver
City Attorney
1560 Bloxam Avenue
Clermont, Florida 34711

And an electronic copy to the City's Procurement Officer at chris.coghill@groveland-fl.net.





Exhibit A Investment Summary

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

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Sales Quotation For

City of Groveland
156 S Lake Ave
Groveland , FL 34736

Quoted By: Mike Leshner
Quote Expiration: 8/31/2020
Quote Name: City of Groveland FL - LGD -FN/PM/UB/CD
Quote Number: 2020-99936
Quote Description: City of Groveland FL - RFP SaaS Proposal

Tyler Software and Related Services - SaaS

Tyler Software and Related Services - SaaS		One Time Fees				
Description	Impl. Hours	Impl. Cost	#Yrs	Annual Fee	Discount	Net Annual Fee
Financial Management Suite						
Core Financials	140	\$18,200		\$18,001	\$9,001	\$9,000
Purchasing	32	\$4,160		\$5,602	\$2,745	\$2,857
Fixed Assets	20	\$2,600		\$3,151	\$1,576	\$1,575
Inventory Control	32	\$4,160		\$4,244	\$2,122	\$2,122
Project Accounting	16	\$2,080		\$4,202	\$2,101	\$2,101
CAFR Statement Builder	40	\$5,200		\$12,060	\$5,909	\$6,151
Personnel Management Suite						
Personnel Management (Includes Position Budgeting)	132	\$17,160		\$13,500	\$6,615	\$6,885
Employee Self Service (Employee Portal)	32	\$4,160		\$0	\$0	\$0
Benefits Enrollment	16	\$2,080		\$5,775	\$2,888	\$2,887
ExecuTime						
ExecuTime Time & Attendance Mobile Access License	0	\$0		\$1,503	\$736	\$767
ExecuTime Advanced Scheduling Mobile	0	\$0		\$1,178	\$577	\$601
ExecuTime Time & Attendance - Up to 150ee	50	\$6,500		\$5,519	\$2,704	\$2,815
Advanced Scheduling - Up to 75ee	48	\$6,240		\$6,353	\$3,113	\$3,240
Customer Relationship Management Suite						
Misc. Accounts Receivable	16	\$2,080		\$4,598	\$2,299	\$2,299
Cashiering	48	\$6,240		\$4,823	\$2,363	\$2,460
EasyPay Online Payment Component	0	\$0		\$0	\$0	\$0
Utility CIS System	176	\$22,880		\$14,786	\$7,245	\$7,541
Mobile Service Orders	8	\$1,040		\$965	\$473	\$492
Third Party Printing Interface	4	\$520		\$4,180	\$2,048	\$2,132
EnerGov						
Business Management -Per User (3)	0	\$0		\$2,893	\$1,447	\$1,446
Community Development -Per User (10)	0	\$0		\$9,646	\$4,726	\$4,920
GIS (10)	0	\$0		\$3,215	\$1,575	\$1,640
Citizen Self Service - Business Management	0	\$0		\$3,215	\$1,608	\$1,607

Citizen Self Service - Community Development	0	\$0	\$3,215	\$1,608	\$1,607
iG Workforce Apps (10)	0	\$0	\$3,218	\$1,608	\$1,610
e-Reviews	0	\$0	\$6,430	\$3,151	\$3,279
Tyler EAM					
Asset Maintenance (5)	132	\$17,160	\$4,823	\$2,363	\$2,460
Analytics and Reporting for EAM	0	\$0	\$0	\$0	\$0
Tyler ReadyForms for EAM	0	\$0	\$0	\$0	\$0
Tyler Content Manager					
Tyler Content Manager Enterprise Edition (TCM EE)	150	\$19,500	\$23,148	\$11,343	\$11,805
Tyler Parks and Recreation					
Tyler Parks and Recreation	0	\$0	\$6,584	\$3,226	\$3,358
MyCivic					
MyCivic Citizen Engagement & 311 Bundle	0	\$0	\$7,800	\$3,900	\$3,900
Tyler Hosted Applications					
Utility Billing Online Component	0	\$0	\$4,800	\$2,400	\$2,400
Notifications for Utility Billing	0	\$0	\$0	\$0	\$0
IVR Solution for Utility Billing	0	\$0	\$0	\$0	\$0
Tyler U	0	\$0	\$6,576	\$3,331	\$3,245
		<i>Sub-Total:</i>	<i>\$141,960</i>	<i>\$196,003</i>	<i>\$96,801</i>
	TOTAL:	1092	\$141,960	5	\$196,003
					\$96,801
					\$99,202

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management - EnerGov	20	\$130	\$2,600	\$0
eReviews	16	\$130	\$2,080	\$0
Full Suite Implementation (Incl. CD, BM, GIS, CSS, TIM, iG)	180	\$130	\$23,400	\$0
Tyler ReadyForms for EAM - Configuration	1	\$1,500	\$1,500	\$0
New Server Installation	1	\$5,200	\$5,200	\$0
Project Management for EAM	32	\$175	\$5,600	\$0
VPN and Installation	1	\$4,000	\$4,000	\$0
Tyler Parks and Recreation Implementation	80	\$159	\$12,720	\$0
MyCivic Citizen Engagement & 311 Bundle -Implementation Fee	1	\$2,500	\$2,500	\$0
Project Management	1	\$5,000	\$5,000	\$0
	TOTAL:		\$64,600	\$0

Conversion Services

Description	Hours	Unit Price	Programming Fee	Extended Price
Financial Management Suite				
General Ledger Master	8	\$130	\$1,750	\$2,790
General Ledger History			\$750	\$750
Accounts Payable Master	4	\$130	\$2,000	\$2,520
Accounts Payable History			\$1,000	\$1,000
Accounts Receivable Master			\$5,000	\$5,000
Personnel Management Suite				
Personnel Management -Payroll Master	4	\$130	\$2,250	\$2,770
Personnel Management -Payroll History			\$1,000	\$1,000

Customer Relationship Management Suite

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Utility Billing History				\$1,000	\$1,000
Utility Billing Master	12	\$130		\$5,500	\$7,060
EnerGov					
Conversion -Community Development				\$14,500	\$14,500
Conversion -Business Management				\$7,500	\$7,500
Tyler EAM					
Closed Work Order History - No Cost Data - Conversion				\$3,000	\$3,000
			<i>Less Discount:</i>		\$3,750
			Total:		\$45,140

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Source Code Escrow	1	\$0	\$0	\$0	\$1,500	\$720	\$780
Touchscreen 10: Biometric and Barcode Reader	2	\$3,010	\$0	\$6,020	\$0	\$0	\$0
TOTAL:				\$6,020			\$780

Summary	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$99,202
Total Tyler Services	\$251,700	\$0
Total Third Party Hardware, Software and Services	\$6,020	\$780
Summary Total	\$257,720	\$99,982
Contract Total (Excluding Estimated Travel)	\$357,702	
Estimated Travel Expenses	\$24,320	

Comments

*Travel Cost is an Estimate only based off of standard IRS Per Diem Rates

*Tyler Technologies agrees to convert as much data as needed, as Master and Historical Data

- The annual maintenance period for clocks begin when the clocks are shipped. Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for physical clock installation and connection to applicable network.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state specific retirement. Additional fee for historical views.
- EasyPay Online Payment 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 \$1.25 per transaction fee associated with the EasyPay that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Travel Expenses are billed as incurred based on our current Business Travel Policy.
- Utility CIS System includes collections, tax lien process and import, utility payment import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
- Incode Utility Billing Online Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer). Note that the customer pays \$1.25 fee per transaction for payment on-line.
- Notification for Utility Billing (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
- Utility Billing conversions include contacts/properties/accounts, service meter info - meter inventory, transaction/consumption/read history, metered services, non-metered service. Additional fee for historical views.

Comments

- Incode IVR Solution for Utility Billing-The payment packet is created in centralized cash collections. The IVR system gives the customer an account balance, the customer makes the payment by phone, and the account manager is updated with the payment record. NOTE: There is a \$1.25 per transaction fee associated with the IVR that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.
- e-Planning requires BlueBeam Studio Prime pricing is as follows: - Bluebeam Studio Prime Level 1 (up to 100 users), Subscription - \$2,340 - Bluebeam Studio Prime Level 2 (up to 200 users), Subscription - \$4,140 - Bluebeam Studio Prime Level 3 (up to 500 users), Subscription - \$9,540 - Bluebeam Studio Prime Level 4 (up to 1000 users), Subscription - \$17,940



Exhibit B

Invoicing and Payment Policy

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

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

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. Other Tyler Software and Services.
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the 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. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

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

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

3. Third Party Products.

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

- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

- 3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler 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 State 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 Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

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



Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you 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 per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

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

We perform 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, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not 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, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

Support Resources

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

- (1) Tyler Website – www.tylertech.com – 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 holiday schedule is outlined below. There will be no support coverage on these days.

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

Issue Handling*Incident Tracking*

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

Incident Priority

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

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

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

Incident Escalation

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

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

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

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

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

Remote Support Tool

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



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include business



license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for five (5) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary

data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

Attachment: Groveland FL SaaS Agreement 091620 (1) (2021-R-12 : Approve Piggyback of Groveland's Contract for ERP System)

Statement of Work

Tyler Technologies

Prepared for:

The City of Groveland, FL
Chris Coghill
156 S. Lake Ave., Groveland, FL 34736

Prepared by:

Michael Lesher
5519 53rd Street, Lubbock, TX 79414
Tyler Technologies, Inc.
www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

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

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

1.2 Product Summary

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

[PRODUCT]	[APPLICATION]
EnerGov	Community Development
EnerGov	Business Management
Incode	Financials
Incode	Personnel Management
Incode	Utility Billing
ExecuTime	Advanced Scheduling
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
Tyler	Enterprise Asset Management

1.3 Project Timeline

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

1.4 Project Methodology Overview

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

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective

communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Groveland, FL's complexity, and organizational needs.

2 Project Governance

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

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

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

1.5 Client Governance

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

2.1.1 Client Project Manager

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

2.1.2 Steering Committee

The Groveland, FL steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Groveland, FL project manager(s) and the Project and through participation in regular internal meetings, the Groveland, FL steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Groveland, FL steering committee also provides support to the Groveland, FL project manager(s) by communicating the importance of the Project to all impacted departments. The Groveland, FL steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on

critical project issues or policy decisions. The Groveland, FL steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

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

1.6 Tyler Governance

2.1.4 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Groveland, FL. As requested by the Groveland, FL, the Tyler project manager(s) provide regular updates to the Groveland, FL's steering committee and other Tyler governance members.

2.1.5 Tyler Implementation Management

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

2.1.6 Tyler Executive Management

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

1.7 Acceptance and Acknowledgment Process

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

- The Groveland, FL shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or

Control Point. If the Groveland, FL does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the Groveland, FL does not agree the particular Deliverable or Control Point meets requirements, the Groveland, FL shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Groveland, FL shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Groveland, FL does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

1.8 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Groveland, FL has the ability to allocate additional internal resources if needed. The Groveland, FL also ensures the alignment of their budget and Scope expectations.
- The Groveland, FL and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and Groveland, FL provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Groveland, FL project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Groveland, FL project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.

- Groveland, FL users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Groveland, FL is responsible for making decisions based on the options available.
- In the event the Groveland, FL may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Groveland, FL's responsibility to define, document, and implement.
- The Groveland, FL makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The Groveland, FL will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

1.9 Data Conversion

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

1.10 Data Exchanges, Modifications, Forms and Reports

- The Groveland, FL ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.

- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The Groveland, FL is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

1.11 Hardware and Software

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

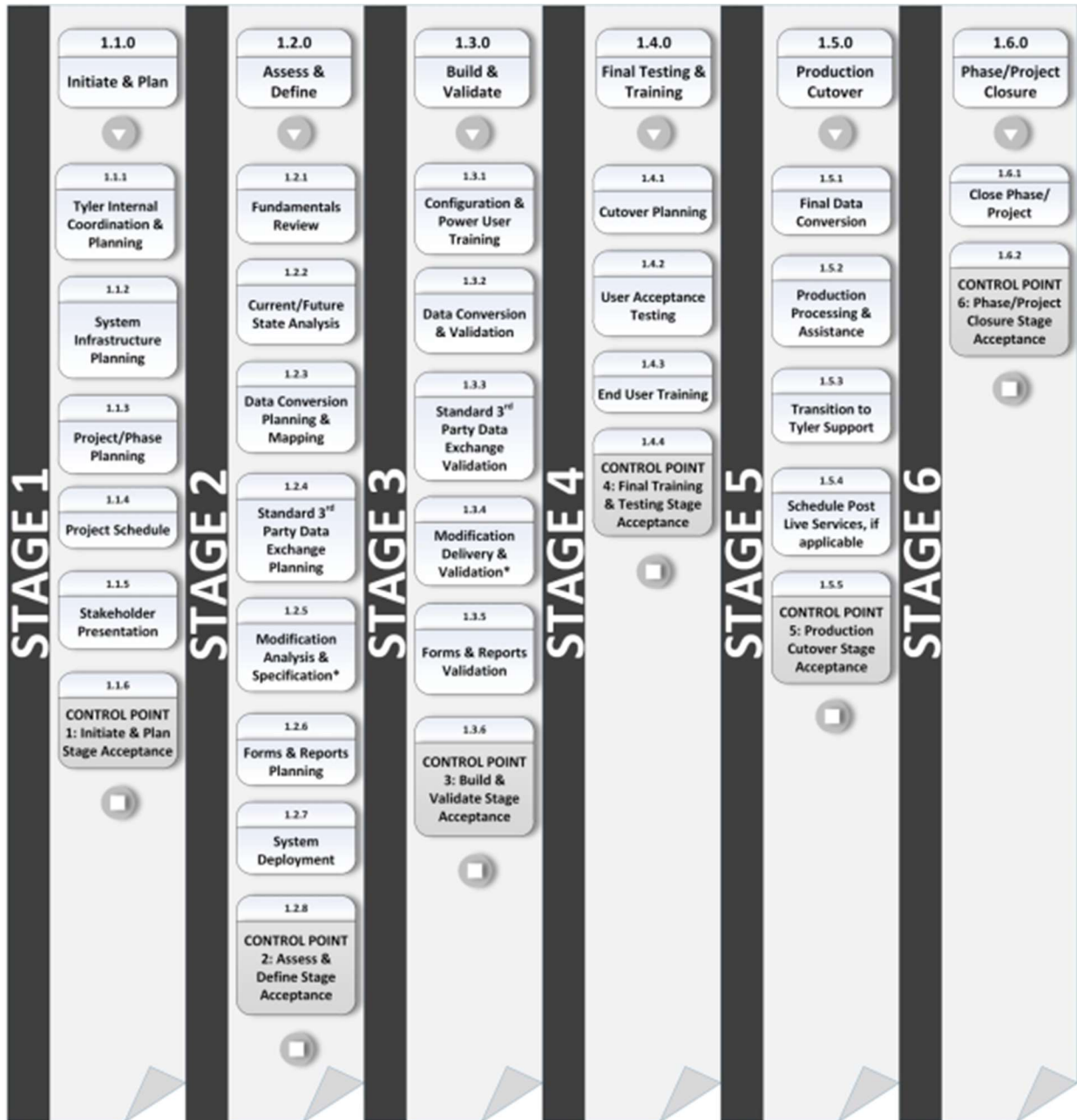
1.12 Education

- Throughout the Project lifecycle, the Groveland, FL provides a training room for Tyler staff to transfer knowledge to the Groveland, FL's resources, for both onsite and remote sessions. The Groveland, FL will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Groveland, FL will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Groveland, FL determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Groveland, FL provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Groveland, FL provided projector, allowing all attendees the ability to actively engage in the training session.
- The Groveland, FL testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The Groveland, FL is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

1.13 Work Breakdown Structure (WBS)

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



* - If included in project scope

4.1 Initiate & Plan (Stage 1)

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

4.1.1 Tyler Internal Coordination & Planning

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

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

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

4.1.2 System Infrastructure Planning

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

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

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

4.1.3 Project/Phase Planning

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

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

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

4.1.4 Project Schedule

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

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

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

4.1.5 Stakeholder Presentation

Groveland, FL stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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

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

4.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

4.1.6.1 Initiate & Plan Stage Deliverables

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

4.1.6.2 Initiate & Plan Stage Acceptance Criteria

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

4.2 Assess & Define (Stage 2)

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

4.2.1 Fundamentals Review

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

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

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

4.2.2 Current/Future State Analysis

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

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

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

4.2.3 Data Conversion Planning & Mapping

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

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

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

4.2.4 Standard 3rd Party Data Exchange Planning

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

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

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

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

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		
Review Standard or contracted Data Exchanges																				
Define or confirm needed Data Exchanges																				

4.2.5 Modification Analysis & Specification, if contracted

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

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

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

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

4.2.6 Forms & Reports Planning

Groveland, FL and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Groveland, FL-developed Reports or a newly discovered Modification that will require a Change Request.

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

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

4.2.7 System Deployment

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

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

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

4.2.8 Control Point 2: Assess & Define Stage Acceptance

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

4.2.8.1 Assess & Define Stage Deliverables

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

4.2.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.

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

4.3 Build & Validate (Stage 3)

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

4.3.1 Configuration & Power User Training

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

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

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

4.3.2 Data Conversion & Validation

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

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

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

4.3.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Groveland, FL tests each Data Exchange.

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

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

4.3.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Groveland, FL for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

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

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

4.3.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Groveland, FL tests each Standard Form/Report.

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

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

4.3.6 Control Point 3: Build & Validate Stage Acceptance

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

4.3.6.1 Build & Validate Stage Deliverables

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

4.3.6.2 Build & Validate Stage Acceptance Criteria

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

4.4 Final Testing & Training (Stage 4)

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

4.4.1 Cutover Planning

Groveland, FL and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Groveland, FL for success.

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

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

4.4.2 User Acceptance Testing (UAT)

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

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

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

4.4.3 End User Training

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

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

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

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

4.4.4 Control Point 4: Final Testing & Training Stage Acceptance

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

4.4.4.1 Final Testing & Training Stage Deliverables

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

4.4.4.2 Final Testing & Training Stage Acceptance Criteria

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

4.5 Production Cutover (Stage 5)

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

4.5.1 Final Data Conversion, if applicable

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

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

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

4.5.2 Production Processing & Assistance

Tyler staff collaborates with the Groveland, FL during Production Cutover activities. The Groveland, FL transitions to Tyler software for day-to day business processing.

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

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

4.5.3 Transition to Tyler Support

Tyler project manager(s) introduce the Groveland, FL to the Tyler Support team, who provides the Groveland, FL with day-to-day assistance following Production Cutover.

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

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

4.5.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Groveland, FL project manager(s) to identify needs.

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

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

4.5.5 Control Point 5: Production Cutover Stage Acceptance

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

4.5.5.1 Production Cutover Stage Deliverables

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

4.5.5.2 Production Cutover Stage Acceptance Criteria

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

4.6 Phase/Project Closure (Stage 6)

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

4.6.1 Close Phase/Project

The Groveland, FL and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Groveland, FL project manager(s) prior to closing the Phase or Project.

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

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

4.6.2 Control Point 6: Phase/Project Closure Stage Acceptance

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

4.6.2.1 Phase/Project Closure Stage Deliverables

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

4.6.2.2 Phase/Project Closure Stage Acceptance Criteria

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

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

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

5.1.1 Tyler Executive Management

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

5.1.2 Tyler Implementation Management

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

5.1.3 Tyler Project Manager

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

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

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

5.1.4 Tyler Implementation Consultant

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

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Software Support

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

5.2 Groveland, FL Roles and Responsibilities

Groveland, FL resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Groveland, FL Executive Sponsor

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

5.2.2 Groveland, FL Steering Committee

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

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

5.2.3 Groveland, FL Project Manager

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

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

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

5.2.4 Groveland, FL Functional Leads

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

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

5.2.5 Groveland, FL Power Users

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

5.2.6 Groveland, FL End Users

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

5.2.7 Groveland, FL Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from Groveland, FL's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for Groveland, FL third party Data Exchanges.
- Develops or assists in creating Reports as needed.

- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 Groveland, FL Upgrade Coordinator

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

5.2.9 Groveland, FL Project Toolset Coordinator

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

5.2.10 Groveland, FL Change Management Lead

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

2. Incode Conversion Summary

2.1 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

2.2 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

3. Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. Items not listed below are generally assumed to not be eligible for electronic data conversion.

3.1 Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports & screen shots with the provided data
- Review conversion during setup and go-live

3.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

3.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

3.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

3.1.4 Applications not converted

- Bank Reconciliation
- Employee Self Services/Time & Attendance

3.1.5 Custom Conversion Services

Tyler is able to provide custom conversion services for clients who need services beyond what the standard conversion offers. An estimate can be provided for these services, and actual time and materials are billed. The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Changing configuration after sign-off
- Work Order historical data
- Purchase Order historical data
- Inventory

3.2 Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required. Below are the approved formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files with headers (pipe “|” delimited is preferred)
- Excel spreadsheets – with flat data and headers, not grouped in report fashion
- PROGRESS database

To ensure that no data is corrupted, staff should exit the software prior to pulling the data and restrict processing of any transactions during this time.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Tyler Technologies deploys several methods of transferring files across the internet. For client’s sensitive data, we use Secure File Transfer Protocol (SFTP) servers because it is our policy to never transmit sensitive data across the Internet. If your data requires more sensitive measures please contact your assigned Project Manager. All data uploads and downloads are performed via secure connections. Prior to any data uploads you must compress your data. Your Project Manager will provide you with instructions containing your SFTP user name and password along with a tool for compressing your data.

3.2.1 Matching Reports

Matching reports are essential to your conversion. These will be used to determine the validity of the entire conversion. Please ensure the extracted data corresponds to these reports, as the conversion will not be able to be verified if this is not the case. See Appendix C for a full listing of necessary reports.

3.2.2 Screenshots

Screenshots are an important piece of Tyler being able to verify the location of data, how it appears in the legacy system, and that the data is converting correctly. These should be taken and provided at the same time the data pull is done. Screenshots are needed for each section being converted as well as any different variations of the same screen. Certain processes and field selections can drive variations in screen designs. We recommend a variety of examples ranging from your most complex cases that utilize every aspect of your legacy system to common cases. Showing every screen that is available for complex cases gives us insight into how we can convert your legacy data and accommodate your complex processes. See Appendix C for a full listing of necessary screenshots.

3.2.3 Duplicate Entry

Unless otherwise noted, it is assumed all data conversion elements will be converted once. While the timing of each data conversion element will be scheduled out between the Client and Tyler's Project Managers, once an element has been converted and delivered, it will not be converted again and duplicate entry between the current legacy system and Incode 10 will be required for a period of time until Incode 10 becomes the live system of record.

6 EnerGov Conversion Summary

3.3 Community Development: Permits

- Permit master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Permit type. Original Permit type will be converted as a memo custom field
- Classification – Converted to one legacy Permit classification. Original Permit classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as Memo Custom fields
- Contacts and Contact Addresses
- Type
- Classification
- Bonds and Escrow
- Zones
- Activities and Actions
- Holds
- Conditions

3.4 Business Management

- Business entity
- License master basic information
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to Memo Custom field
- Parcel and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Fees
- Holds
- Conditions
- Notes
- Contractors
- Business Types & NAICS codes
- Payment and Fee history
- Converted as memo custom fields
 - Bonds and Escrow
 - Activities and Actions

3.5 Community Development: Code Cases

- Code Case master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section
- Violations – Converted to one legacy Violation type. Original Violation type will be visible in the workflow section
- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Code type. Original Code type will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
 - Contacts and Contact Addresses
 - Type
 - Bonds and Escrow
 - Zones
 - Activities and Actions
 - Holds
 - Conditions

3.6 Community Development: Plans

- Plan master basic information
- Parcels and Addresses
- Inspections – Converted to one legacy Inspection type. Original Inspection type will be visible in the workflow section

- Fees – Converted to one legacy Fee type. Original Fee type will be visible in fees tab
- Type – Converted to one legacy Plan type. Original Plan type will be converted as a memo custom field
- Classification – Converted to one legacy Plan classification. Original Plan classification will be converted as a memo custom field
- Notes
- Payment and Fee history – Converted to one legacy Fee type
- Converted as memo custom fields
 - Contacts and Contact Addresses
 - Type
 - Classification
 - Bonds and Escrow
 - Zones
 - Activities and Actions
 - Holds
 - Conditions

7 EnerGov Definitions

7.1 “Unique Business Transactions”

- Unique workflow or business process steps & actions (including output actions)
- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event.

7.2 “Template Transactions”

- A pre-defined and pre-configured EnerGov best management business process.
- The following modifications to Template Transactions are considered within scope (quantified above in “Transactions and Automation” section):
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports

7.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Filed Mapping	A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.

Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

7.4 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

7.5 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

7.6 “EnerGov SDK API (Toolkits)”

- APIs developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any “in-scope” integrations.

8 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

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

City of Groveland, FL
Request for Proposal
for the
ERP System Selection RFP 19-IT-004



Issue Date: November 22, 2019
Closing Date: December 16, 2020

Pre-Proposal Meeting (Non-Mandatory): December 17, 2019

156 S Lake Ave
Groveland, FL 34736

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1 Introduction

1.1 Overview

The City of Groveland, FL is interested in soliciting proposals from qualified providers of municipal software whose product offering meets or exceeds current City requirements and whose complete product offering provides a robust solution set that will allow the City to continue to leverage this investment well into the future as the needs of the City grow and evolve.

Definitions

The following definitions are used in the RFP:

- **Client or City** means the City of Groveland, FL
- **Vendor or Proposer** means a firm, company or organization submitting a proposal in response to this RFP.
- **ERP, ERP System Selection Project**, the system or software means the software solution that the successful Vendor responding to this RFP will be responsible for providing

1.2 City Background

The City of Groveland was incorporated in 1922 and is located in south Lake County, Florida. It encompasses 21.48 square miles and has a population of approximately 18,255. The City operates under a Council-Manager form of government, including five elected officials (the Mayor and four Councilmembers). The City Council determines policy, adopts legislation and approves the City's annual budget. The City Council also appoints the City Manager who, as the Chief Administrative Officer, is charged with the responsibility of enforcing all ordinances and resolutions passed by the City Council.

The City provides the following full range of municipal services authorized by its Charter: public safety, streets, sanitation, recreation, public improvements, planning and zoning, water and sewer, and general administrative services.

1.3 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The City is intending on retaining the application, not replacing it thru this effort
I	Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current ERP Application	Application Notes/Description	Likely Future?*
TrackIt	Used by the City for community development functionality (code enforcement, permitting, etc.), including cash receipting	C
NPS/BDS	Online payment portal	R
Laserfiche	Document search	C
iCompass	Council meeting audio and agenda creation	C
TimeCubePlus	Timeclock software	R
ArcMap	Mapping software	M
Black Mountain	Financial and payroll functionality	R
Black Mountain	Fixed Asset tracking and depreciation	R
Black Mountain	Payroll reporting software	R

1.4 Current Technical Environment

The City has established technology standards and would prefer to adhere to them as part of the implementation of the ERP System Selection Project. The tables below provide Vendors with a current summary of the City's network and computing environments, and standards.

As part of the proposal process Vendors will be required to submit significant technical detail about the proposed solution detailed in section 3.4 of this RFP. In preparing responses, Vendors must remain diligent in referencing this table to assure that responses clearly identify:

- Areas of known or potential conflict between the Vendors proposed solution and the City's defined environments
- Recommendations of how best to implement and operate the proposed solution within the City's defined environments

1.4.1 Summary of Network and Computing Environment

Network Infrastructure Configuration (WAN & Internet)
The network consists of a multiple sites with a 100x10 Mbps asymmetrical Internet connections and enterprise firewalls.
Data Center
The data center facility is located at the City's primary office location and with dedicated air conditioning and basic fire detection & suppression mechanisms.
Data Network
A wired network exists at the City's primary office locations. There is also 802.11 b/g/n wireless connectivity with only limited coverage in certain portions of the building.
Server & Operating System Standard
The server environment consist of traditional standalone systems, virtual servers and is a on Microsoft Windows Server 2012R2 operating system.

Storage & Backup Environment
Backups are achieved using a Barracuda backup appliance. Local backups are completed on a daily basis and replicated offsite to cloud-based storage.
DRP/BCP Environment
There is no separate disaster recovery environment. Backups are replicated to the cloud on a routine basis and serve as the primary means to recover the environment in the event of a disaster. Data is generally retained for a period of 1 year.
Workstation Standard
All of the City's workstations use Microsoft Windows 10 x64 and are manufactured by HP.
Web Browser Standard
A variety of web browsers are used in the environment including Microsoft Internet Explorer, Mozilla Firefox and Google Chrome.
Current ERP Systems
See Section 1.3 – Current Application Environment

Staffing
The technology environment is supported by a combination of City IT staff and external vendors. The City's servers are supported by an external vendor.

1.4.2 City Technical Standards

Technical Standards	
Backup solution	Barracuda Networks
Desktop hardware	HP
Desktop operating system	Microsoft Windows 10 x64
Email system	Office 365
Firewall	SonicWall
Geographic information system (GIS)	ArcMap
Internet browser	Various
Proxy server	None
Relational databases	Microsoft SQL Server
Remote access	VPN
Report writer	Crystal Reports & SQL SSRS
Server hardware	HP
Server operating system	MS Windows Server 2012R2
Server virtualization	VMWare
User authentication	Active Directory
Virus scanning software	Symantec

1.5 Other Planned Technology Initiatives

Project Description		Timing
1	Office365 migration	2019-2020
2	Text archiving system (for City-owned mobile phones)	2020
3	Upgrade of City internet connection	2020

1.6 Expected Scope of System Solution

The City is requiring that responding vendors propose a complete ERP solution, including software, hardware specifications, project management, and other technology services for the entire scope of the project that may or may not include components owned by the vendor.

An outline of the required software system solution has been provided as follows:

Software:

- Accounts Payable
 - Bank Reconciliation
 - Budgeting
 - Business Tax Receipts
 - Cash Receipting
 - Contract Management
 - Document Management
 - Fixed Assets
 - General and Technical
 - General Ledger
 - Human Resources
 - Code Enforcement
 - Inventory Management
 - Miscellaneous Billing & Accounts Receivable
 - Parks and Recreation
 - Payroll
 - Permits and Inspections
 - Planning and Zoning
 - Project and Grant Accounting
 - Purchasing
 - Time and Attendance
 - Treasury Management
 - Work Order and Asset Management
 - Any other necessary software components to support the proposed Core Application
- Software solution

Services:

- Project Management
- Hardware design and installation consulting
- Software Installation
- Data Conversion
- Report Development
- Integration and Interface Development

- Software Modifications
- Implementation and Training Services
- Change Management
- Knowledge Transfer to Staff
- System Documentation Development
- Operational Redesign Assistance
- Ongoing Support and Maintenance Services
- Ongoing Hosting Services
- GIS Configuration and Hosting Services (Additional information in section 3.6.6)
 - o Vendors proposing only GIS services may submit a separate proposal in the format of their choice to the City contact

It is important to note that the City is only considering a Vendor-hosted solution.

Additional details and descriptions related to the specifics of the expected scope can be found in section 3 – Proposal Response Format.

1.7 Overall Evaluation Process

Responses to this RFP will be evaluated by a selection committee appointed by the City Council. The City's intent is to acquire the solution that provides the best value to the City and meets or exceeds both the functional and technical requirements identified in this RFP.

The City will be using the following process to reach a finalist Vendor decision:

1. **Minimum Criteria:** As part of the Vendor's RFP response, the following minimum criteria must be met for a proposal to be considered for further evaluation. Failure to meet all of these criteria will automatically disqualify the Vendor's response from further consideration:

- **Minimum Client Software Installations**
Must have provided software for at least one previous municipality in the State of Florida, of similar size and complexity.
- **RFP Response**
RFP response is submitted by the due date and time.
- **Response Authorization**
The RFP response is signed by an authorized company officer.
- **Response Completeness**
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City to be either a defect that the City will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.
- **PCI Compliance**
Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if recommended for award, shall illustrate compliance.

2. **Round 2 Evaluation:** For those Vendors whose proposals pass the minimum criteria, the following categories of criteria will be used to further evaluate the proposals in the following order of preference from high to low:

Functional requirements	30
Cost including both initial and on-going	20
Implementation requirements	15
General Vendor to include number and size of comparable municipal installations, financial stability, completeness of response, and quality of proposal response	15
Technical requirements	10
GIS Services Proposed	10
Total	100

Round 3 Evaluation: The top Vendors in the second round evaluation will then proceed to an additional level of due diligence that may include the following activities:

- Follow-up questions and answers with the Vendors.
- On-site Vendor demonstrations to include module/functionality demonstrations, technical demonstrations, service presentation, and other due diligence.
- Reference checking with comparable entities using the Vendor's product.
- Potential site visits to comparable entities using the Vendor's product.

At any point in time during the third round of evaluation, a Vendor may be excluded from further consideration. At the conclusion of the round three activities, the finalist Vendors will be judged on all information collected to date against the following criteria in order of preference:

Functionality	25
Investment and costs	20
Service and support	20
Ability to deliver "out of the box" functionality	15
Technical requirements	10
GIS Integration	5
Vendor Viability and other value added	5
Total	100

The City will then enter into contract negotiations with the Vendor whose overall solution best meets the needs of the City over the long-term.

1.8 Anticipated Timeline Overview

Listed below are dates related to this request for proposal (RFP). In the event that these are changed, an addendum to this RFP will be issued.

Milestone	Timeframe
RFP issuance	November 22, 2019
Vendor pre-proposal meeting	December 17, 2019
Intent to propose form due from vendors	December 20, 2019
Deadline for clarification questions	January 8, 2020

Vendor proposals due	January 16, 2020
Notification of demonstration dates	January 2020
Demonstrations of software	February 2020
Site Visits and other due diligence	March 2020
Contract negotiations and award	Spring 2020

2 Vendor Proposal Guidelines

2.1 Deadline for Proposals

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these guidelines may be rejected as non-responsive.

Proposals must be submitted **by 2:00 p.m., local time, January 16, 2020** to:

City of Groveland
156 S Lake Avenue
Groveland, FL 34736

The Vendor must submit **One (1)** signed, completed, original, and **one (1) electronic copy** of the Vendor's technical proposal and **one (1) original** and **one (1) electronic copy** of the Vendor's cost proposal. The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy." The electronic proposals be submitted on a flash drive and should also include the following files:

ERP System Selection RFP 19-IT-004 -Specifications.xlsx
ERP System Selection RFP 19-IT-004- Pricing Forms.xlsx
ERP System Selection RFP 19-IT-004 - Vendor Forms.docx

A technical proposal with the cost proposal must be accompanied in the same package. The electronic copy of the Vendor technical proposal response shall include the completed specification worksheets that have been provided in Microsoft Excel. The electronic copy of the Vendor cost proposal shall include the completed pricing worksheets that have been provided in Microsoft Excel.

All proposals must contain the following wording clearly marked on the outside of the envelope:

ERP System Selection RFP 19-IT-004

Proposals received after the deadline will not be accepted and will be returned to the sender unopened via certified mail. Proposals may not be delivered via facsimile or e-mail. Proposals shall be sent by Federal Express (or comparable carrier) or hand delivered to the above address. The full name and address of the proposer will be clearly marked on the outside of the package that is inside the Federal Express package or comparable carrier.

2.2 Preparation of Proposals

Proposals shall be prepared in accordance with the proposal response format, section 3. Proposals not complying with this format may be considered non-responsive and removed from consideration.

2.3 Intent to Propose

Prospective Vendors are encouraged to submit an intent-to-propose document via email before **December 20, 2019**. Submitting an intent-to-propose document does not obligate the Vendor to submit a proposal and is not mandatory to submit a proposal. By submitting this document, a prospective Vendor will receive amendments and notices to this RFP. The written intent-to-propose must include the company name, mailing address, phone number, and email address of the Vendor's main contact for communications regarding this RFP. Prospective Vendors should **email** this information to the following contact with a subject line of "ERP RFP Intent to Propose".

John Ter Louw
John.TerLouw@groveland-fl.gov

Written responses to written questions and requests for clarifications regarding the RFP will be sent to all Vendors who have submitted an intent-to-propose document. Late receipt of intent to propose from Vendors will not have any impact on dates, deadlines, or timeframes set forth in this document.

2.4 Cone of Silence

Vendors are advised that a Cone of Silence will be in effect during this RFP. The Cone of Silence is effective from the deadline for Proposals Submittal until award is made by the City Council. The Cone of Silence prohibits any communications, regarding this RFP, between the Vendors or any person representing the Vendors, and any member of the City Council, the Council's staff, any City employee authorized to act on behalf of the City to award the Agreement under this RFP, or any member of the Selection Committee. All correspondence regarding this RFP must be in writing and must be directed to John Ter Louw, who is the only person authorized to receive such documents.

The provisions of this Section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committee negotiations during any public meeting, presentations made to the City Council as applicable, and protest hearings. Further, the Cone of Silence shall not apply to Vendor negotiations between any employee and the intended awardee or any dispute resolution process following the filing of a protest between the person filing the protest and any employee.

2.5 RFP Clarifications and Questions

Potential proposers may submit questions to the City about the contents of this document. All inquiries regarding this proposal must be written and should be **emailed** with a subject line of "ERP System Selection RFP 19-IT-004" to:

John Ter Louw – John.TerLouw@groveland-fl.gov

Inquiries regarding the proposal will be accepted up to and including January 8, 2020 at **4:00 PM local time**.

2.6 Vendor Pre-Proposal Meeting

A non-mandatory Vendor pre-proposal meeting will be held on December 17, 2019 from 10:00 AM at:

243 S Lake Avenue
Groveland, FL 34736

If you are unable to attend, please see section 2.5 for RFP clarification and questions.

2.7 Basis for Award, Evaluation Criteria and Questions

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City. The City reserves the right to accept or reject any and all proposals, in whole or in part at its sole discretion. The City reserves the right to waive any informalities or irregularities in proposals. The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest at its sole discretion. Information and/or factors gathered during the procurement process and any other information deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Council.

2.8 Advice of Omission or Misstatement

In the event the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the *RFP Clarifications and Questions* section above of such omission or misstatement.

2.9 Confidential Information

Information contained in the Vendor's proposal that is company confidential must be clearly identified. The City will be free to use all information in the Vendor's proposal for its purposes. Vendor proposals shall remain confidential until the City's Selection Committee makes its recommendation to City Council. The Vendor understands that material supplied to the City may be subject to public disclosure under the Freedom of Information Act.

2.10 Award of Contract

The Vendor shall be deemed as having been awarded a contract when the formal notice of acceptance of the Vendor's proposal has been duly served upon the intended awardee by an authorized agent of the City. Note that the successful Vendor, at the time of contract execution, must be licensed to do business in the State of Florida.

2.11 Tax Exempt Status

The City is exempt from paying taxes. All prices should be quoted FOB Groveland

2.12 Advertising

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as necessary to comply with government regulations.

2.13 Right to Request Additional Information

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

2.14 Proposal Preparation Costs

The Vendor is responsible for any and all costs incurred responding to this request for proposal.

2.15 Pricing Eligibility Period

All Vendor proposals must be offered for a term not less than **180 calendar days**. A proposal may not be modified, withdrawn or cancelled by Vendor during this time period following the proposal due date.

The City, may purchase a subset of the proposal components with the initial contract. The City requires Vendors to honor software and services pricing established within the Vendor's proposal response for Vendor proposed components which are not included in the City's initial purchase for a period of (3) years from the date of the Vendor's proposal. The price of these components can only be increased by the Vendor during this time by an amount equal to the annual CPI-U adjustment for the CPI region for Groveland, FL or 3%, whichever is less.

2.16 Additional Charges

No additional charges, other than those listed on the price breakdown sheets, shall be made.

2.17 Turnkey Solution

All prices quoted must include all hardware equipment software and services necessary to make the system specified fully operational for the intent, function, and purposes stated herein. The City reserves the right to purchase hardware separately.

2.18 Purchase Quantities

The City reserves the right to purchase any quantities of hardware or software items bid without altering the unit purchase price upon award and throughout the contract period.

2.19 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

3 Proposal Response Format

To facilitate the analysis of responses to this RFP, the Vendor is required to prepare their proposals in accordance with the instructions outlined in this section. **Vendors must respond in full to all RFP sections and follow the RFP format (section numbering, etc.) in their response. Failure to follow these instructions may result in rejection.**

Section	Title
1	Executive Summary
2	Company Background
3	Application Software
4	Technical Requirements
5	Vendor Hosted Option
6	Implementation Plan
7	Staffing Plan
8	Ongoing Support Services
9	Functional System Requirements
10	Client References
11	License and Maintenance Agreements
12	Exceptions and Deviations
13	Other Required Forms and Attachments
14	Cost Proposal
15	Addenda

3.1 Executive Summary (Section 1)

This part of the response to the RFP should be limited to a brief narrative not to exceed two (2) pages describing the proposed solution. The summary should be oriented toward non-technical personnel. The executive summary should not include any information about the cost.

3.2 Company Background (Section 2)

In addition to providing responses to the following items, the Vendor must complete the **Vendor Proposal Form** in **section 7.5** of this RFP.

Information that Vendors should provide in this section are as follows:

1. The company's background including a brief description (*e.g.*, past history, present status, future plans, company size, key differentiators, etc.) and organization charts.
2. Your commitment to the public sector marketplace, including the year the solution began being sold to public sector clients.
3. Audited financial information for the past TWO (2) completed fiscal years that includes income statements, balance sheets, and statement of cash flows.
4. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn & Bradstreet report (D&B) as part of the Vendor proposal response.
5. If the Vendor is proposing to use subcontractors on this project, please provide Vendor relationship with that firm and the specific services and/or products that the subcontractor will be providing on the project. A complete list of subcontractors is required. The City has the right to approve all sub-contractors of the Vendor at any time.

3.3 Application Software (Section 3)

The Vendor is required to provide a general description of the application and how it will meet requirements of this RFP. This section must address, at a minimum, the following items:

1. Describe your overall proposed technology solution, including any unique aspects.
2. For third party products proposed, provide the following for each product:
 - a. Reason a third party product is proposed versus the Vendor's solution/
 - b. Extent to which this third party product is integrated with the Vendor's solution.

3.4 Technical Infrastructure (Section 4)

Vendors should identify where conflicts may exist between their solution and current technologies being used in the City as described in section 1.4.

3. Hardware and Storage Environment
 - a. Describe the proposed computer hardware and storage environment to support the system. If multiple options, indicate which is the preferred hardware platform and why. Provide a hardware configuration which takes into account the size of the City, application modules, database size, and anticipated growth.
 - b. What system architecture do you propose? Describe the number and type of: application servers, database server(s), and development and test environments. Describe your proposal's technical architecture (preferably using a PowerPoint or Visio diagram). This should show components such as the database server, applications server, reporting server, test/training server, firewall(s), web server(s), web browser, minimum workstation requirements, remote access, wireless connectivity, network

connectivity to LANs and WAN, etc. Describe any potential use of virtual server technologies (e.g. Microsoft Virtual Server, VMware) and application accelerators and note what Vendors you partner with or recommend and/or support.

- c. Identify the communication protocols and networking requirements that are required for implementation and operation of the proposed system. In the event that there are multiple communication systems and/or protocols available, list all options. Take into account the City's current WAN and remote computing requirements and indicate what changes are required or recommended.
- d. Describe what, if any, footprint exists on each user's desktop.
- e. What are your guarantees on system performance?

3.5 Vendor Hosted Option (Section 5)

1. Please describe your **vendor hosting model**, including: hosting, integration, help desk, provisioning and desktop management capabilities, minimum hardware requirements for computers, deployment model (dedicated servers, shared environment, etc.), impact to and requirements of the City's network and bandwidth, and any partners that may be involved in service delivery.
2. Please describe your proposed **service level agreement**, including any tiered levels of service, response times, and standard metrics.
3. Please describe your **support model**, including: cost structure for support calls.
4. Please describe your **data center and storage facilities**, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups and disaster recovery capabilities.
5. Please describe your **change management**, upgrade, and patch management practices
6. Describe your **systems administration/management** capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
7. Describe how you will help the City move to a new operation at the **end of the contract** term or if the contract is terminated.
8. Please provide the total number of clients and end-users utilizing your proposed solution.
9. Please provide a copy of your most recent **SSAE 16 Type II audit**.

3.6 Implementation Plan (Section 6)

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan (similar to a Microsoft Project file) that details how the proposed solution is to be implemented. This implementation plan should include, at a minimum, the following elements:

It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.

1. General Implementation Approach
2. Project Management Approach
3. Hardware, Software & Storage Design and Installation Consulting
4. Data Conversion Plan
5. Report Development
6. Integrations and Interfaces
7. Training
8. Change Management Approach
9. Testing
10. Operational Redesign Approach

11. System Documentation and Manuals
12. Disaster Recovery Plan
13. Knowledge Transfer

3.6.1 General Implementation Approach (Section 6.1)

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a client like the City.
2. Describe how you conclude on a preferred implementation phasing of software modules. What is your recommended approach for this implementation?
3. Describe your approach towards running parallel systems for a period of time.

3.6.2 Project Management Approach (Section 6.2)

The City expects the Vendor to provide “on the ground” project management resources for the system implementation. Costs for this should be clearly denoted in the pricing section.

Provide an overall description of the Vendor project management approach and projected timing for major phases. Include a high-level work plan for achieving a successful deployment.

3.6.3 Hardware, Software and Storage Design and Installation Consulting (Section 6.3)

The City usually installs required equipment for applications. We are open to other proposals to accomplish a successful deployment. What do you propose for the most effective deployment of hardware, communications and related equipment?

3.6.4 Data Conversion Plan (Section 6.4)

The Vendor shall assist the City in the conversion of data to the new system. The City will be responsible for data extraction from current systems and data scrubbing and that the Vendor will be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new ERP. Please provide pricing for data conversions in the associated Microsoft Excel pricing spreadsheet. Additionally:

1. Describe your general approach towards data conversion, retention of legacy data, and how you would work with the City to conclude on what should be converted.

3.6.5 Report Development (Section 6.5)

It is anticipated that the Vendor will take the lead on developing any reports required as part of the system implementation. The Vendor is expected to provide technical training on the tools used for report development, database schema and architecture, etc. Provide information on your reporting approach including:

1. Description of available methods of reporting (including business intelligence),
2. Approach to work with the City to identify, specify, and develop any required custom City reports during the implementation.
3. Provide a listing of available out of the box reports.

3.6.6 Integrations and Interfaces (Section 6.6)

It is expected that information generally will only need to be entered once in the system, and that modules within the system are integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another. Existing City interfaces between core modules that may currently exist (e.g., AP posting to GL) or shadow systems that will likely be replaced are not included in this section as they are assumed to be included in an integrated ERP System.

The Microsoft Excel pricing sheet contains a listing of current and/or desired application interfaces. Please provide pricing for interface development in the associated Microsoft Excel pricing spreadsheet.

In addition:

1. Describe the extent to which the various modules are integrated together versus being purchased separately and interfaced
2. Describe your approach towards interfacing and integration with other solutions
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported
4. Using the City's current technical environment described above, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/releases of your software?
6. **GIS services:** The City is seeking services to configure and interface GIS resources (database, applications, access) with the future ERP software and would like this GIS database to be hosted by a third party. This would include identifying data sources, managing the data governance and quality, and hosting the environment.
 - a. Have you ever provided these services or worked with a third party to provide these services? If so, please provide information about the service options, previous clients, and include pricing in your pricing form under the appropriate line item.

3.6.7 Training (Section 6.7)

The City intends to explore the advantages, disadvantages and costs of two implementation training approaches:

1. End User Training Approach: All end-user and technical training will be performed on-site through implementation and be performed by the Vendor.
2. Train the Trainer Approach: The Vendor will incorporate a "train the trainer" approach where only key City team leads will be trained on their modules and they will train the remainder of the City staff with training materials supplied by the Vendor.

The Vendor should provide an overall description of both training methods (if available as options) and their recommendation, including the following:

- General timeframes in which both types of training will be conducted
- Materials that will be provided during training
- The nature and amount of training to be provided in the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
 - Other staff (e.g., executive level administrative staff)

Additionally, please provide information on the following:

- Options for online training versus in-person classroom training
- Opportunities for ongoing training post go-live (e.g. new hires, refresher training)

3.6.8 Change Management Approach (Section 6.8)

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Change Management, including any unique approaches or tools that will be used.

3.6.9 Testing (Section 6.9)

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to such testing:

- a. System testing
- b. Integration testing
- c. Stress/performance testing
- d. User acceptance testing (UAT)

3.6.10 Operational Redesign (Section 6.10)

The City wishes to implement operational improvements. Vendors are requested to describe their approach towards operational redesign. In addition, please describe your organization's capabilities to assist in a Citywide redesign of the chart of accounts.

3.6.11 System Documentation and Manuals (Section 6.11)

The Vendor is expected to provide user manuals and online help for use by the City as part of training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the project.

3.6.12 Disaster Recovery Plan (Section 6.12)

Please describe the services you provide around disaster recovery as part of your solution.

3.6.13 Knowledge Transfer (Section 6.13)

Describe the process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application.

3.7 Staffing Plan (Section 7)

1. The Vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for all personnel that will be assigned to the project. If the Vendor is using a subcontractor, please include information on subcontracting staff being used and their specific role on the project.
2. Please provide an overall project organizational structure for City staff involvement during the project. Identify the roles and responsibilities of each component of this structure.
3. Please provide an overview of the City staff that are expected to be committed to the project implementation, in table format. This overview should clearly delineate business versus technical staff, and represent commitments in terms of FTEs.

3.8 Ongoing Support Services (Section 8)

1. Please specify the nature and conditions of any post-implementation support options including:
 - a. Post-go live support that is included in the proposal response
 - b. Onsite support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips)
 - c. Telephone support
 - d. Help Desk services (Provide a service level agreement for your help desk if it exists. Include any limits on the number of staff who may call in.)
 - e. Users group (i.e. overview, location, and timing).
 - f. Online knowledgebase
2. Describe your maintenance programs and options with associated pricing.
3. Provide an overview of the update process, including major version updates and patches. Include the process, as well as the frequency they are released.
4. How can the City change their configurations without Vendor involvement?
5. Please provide an overview of the City staff that are required for ongoing application support, in table format. This overview should clearly delineate business versus technical staff, and represent commitments in terms of FTEs.

3.9 Functional System Requirements (Section 9)

Responses to the requirements referenced in section 4 of this RFP must be provided in this section of the Vendor's response. Use the Microsoft Excel specification spreadsheet provided and attach explanation pages if necessary. Include any costs associated with modifications in the Microsoft Excel pricing spreadsheet as well. **Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.**

3.10 Client References (Section 10)

The Vendor must provide at least five references from clients that are similar in size and complexity to the City in the format provided in **section 7.6**. The City also requests a listing of all municipal clients.

3.11 License and Maintenance Agreements (Section 11)

Sample license and maintenance agreements must be provided in this part of the Vendor's response for all components of the recommended solution. Indicate the basis on how licenses are determined.

3.12 Exceptions and Deviations (Section 12)

If the Vendor finds it impossible or impractical to adhere to this RFP, it shall be so stated in its proposal, with all deviations grouped in a separate section entitled, "exceptions/deviations from proposal requirements." Objections or deviations expressed in other parts of the proposal, either directly or by implication, will not be accepted, and the Vendor in submitting a proposal, will accept this stipulation without recourse.

3.13 Other Required Forms and Attachments (Section 13)

Please provide all other required forms in this section:

- a. Proposal Signature Form

- b. Non-Collusion Affidavit
- c. Minimum Criteria
- d. Supply a copy of your Independent Service Auditor's Opinion Letter from your most recent SSAE 16 Type II audit.

3.14 Cost Proposal (Section 14)

Costs for the Vendor's proposed solution should be submitted on the proposal pricing forms provided in the associated Microsoft Excel pricing spreadsheet. Pricing forms must remain in the original Excel format—failure to do so may result in disqualification of the proposal. If additional pricing forms are provided in the Vendor's proprietary format, evaluation will still be performed based on the costs in the included Microsoft Excel form.

- The City will not consider time and materials pricing. Vendors shall provide firm and fixed pricing and denote if each cost is one-time, annual, or other.
- The Vendor shall provide price information for each component of the proposed solution, as well as any modifications necessary to fully comply with the RFP specification response.
- In the event the product or service is not included, the item should be noted as "No Bid".
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or "included." Otherwise, it will be assumed the item is "No Bid"
- Vendor shall provide prices in U.S. dollars.
- For software license fees, Vendor shall clearly define the license type (i.e. named user vs. concurrent user), number of licenses, and version of software licensed in the Module Information tab.
- To the extent possible, Vendors shall show any applicable discounts separately.
- Although the City prefers that Vendors provide separate prices for each item, the Vendor may present alternatives (i.e. bundled pricing) if such pricing would be advantageous to the City. In this case, please describe where the component costs are included using the Module Information tab.

The City is only interested in a vendor-hosted solution.

3.15 Addenda (Section 15)

Include all original, signed copies of addenda in this section.

The City is only interested in a vendor-hosted solution.

4 Functional Requirements

4.1 Introduction

The requirements in this section contain the desired functionality of the requested software solution. **Identified in the attached Excel spreadsheet are the requirements/specifications that must be addressed by the vendor's proposal.** These requirements are mandatory in implementing the solution as defined in section 1.6. Vendors must replace cells A1:G1 in the first module (General and Technical Requirements) with the vendor's **Company Name** which will be repeated and printed for each subsequent module.

The **Priority** column includes one of the following entries to indicate the importance of the specification/report to the City:

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“H” – High:	This is a feature that the City requires in the future solution.
“M” – Medium:	This is a feature that the City would like in the new system, but is not an absolute necessity.
“L” – Low:	This would be a feature that, while of interest, is not applicable at this time or is something that could be a future deployment.

Each vendor should review the specifications listed and respond with their availability within the Vendor’s proposed solution. The responses should be entered under the **“Availability”** column of each form as follows:

Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software Vendor from the primary software Vendor). The pricing of all third party products that provide this functionality MUST be included in the cost proposal.
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.
F	Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
N	Functionality is not provided

Use the **Cost** column for “M” or “F” responses to estimate the cost to be incurred by the City to secure the specification, if necessary. Use the **Comment** column to provide additional comments pertaining to your response for that item.

The **Required Product(s)** column is to be used to specify what product (e.g. product name or software module) is proposed. The cells D10:G10 in the form which currently read *“Replace this text with the primary product name(s) which satisfy requirements”* must be updated. This name will be automatically populated in the **Required Product(s)** column for each specification in the module. The automatically filled values in this column must be updated for any exceptions where a different or additional product is required to satisfy the requirement.

Vendors proposing a multi-product solution should complete a General and Technical module specification response for each product.

Please note: The response to these requirements should be provided in the exact format as provided (e.g. no additional macros, formulas, additional columns, modifications, passwords, etc.). Failure to do so can result in disqualification of the entire proposal.

5 Proposal Forms

5.1 Introduction

This section contains various forms that should be prepared and submitted along with the Vendor's proposal. The intent of providing such forms is to ensure comparability between proposals. Included in this section are the following forms:

- Minimum Criteria
- Proposal Signature Form
- Non-Collusion Affidavit
- Vendor Information Form
- Client Reference Form
- Pricing Forms

5.2 Minimum Criteria

As noted in section 1.8 of this RFP, proposed solutions **MUST** meet all of the following requirements.

Proposals not meeting these requirements will be rejected. Vendors should acknowledge acceptance of these terms and include the following checklist in their RFP response.

Minimum Criteria	Yes/No
Minimum Client Software Installations	
Must have provided software for at least one previous municipality in the State of Florida, of similar size and complexity.	
RFP Response	
RFP response is submitted by the due date and time.	
Response Authorization	
The RFP response is signed by an authorized company officer.	
Response Completeness	
Vendor complied with all instructions in the RFP and provided a response to all items requested with sufficient detail, which provides for the proposal to be properly evaluated. Any deficiencies in this regard will be determined by the City to be either a defect that the City will waive or that the proposal can be sufficiently modified to meet the requirements of the RFP.	
PCI Compliance	
Where applicable, the Vendor shall certify in its Proposal that it meets Payment Card Industry (PCI) Data Security Standards (DSS), and if <u>recommended for award, shall illustrate compliance.</u>	

5.3 Proposal Signature Form

The undersigned, as authorized proposal responder, declares that he/she has carefully examined all the items of the Specifications and Instructions herein that he/she fully understands and accepts the requirements of the same, and he/she agrees to furnish the specified items and will accept, in full payment therefore, the amount specified below. The proposal responder will identify below its business entity as individual, DBA, partnership, corporation (foreign or domestic), and will indicate the official capacity of person(s) executing this proposal.

Proposals shall include installation services, and the successful respondent shall obtain all required permits and pay fees required.

State payment terms:

State term proposal is held firm for:

State warranty on equipment:

State maximum time required for shipping, F.O.B. Groveland, FL:

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\$ (Total price spelled out in words) the Firm Name: _____ Address: _____ Telephone: _____ Signature: _____ (Person executing response and official capacity)	\$ (Total figure in numbers – must equal figure on the Pricing Form) Date: _____
---	---

(Names of principal officers: designate official capacity)		(If partnership or assumed name, indicate name of owners)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5.4 Non-Collusion Affidavit

**THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE
VENDOR AND FURNISHED WITH EVERY PROPOSAL
NON-COLLUSION AFFIDAVIT**

STATE OF: _____

City OF: _____

TAX ID NUMBER: _____

_____, being duly sworn, deposes and says he/she is the _____ (Name)
(Title)

Of _____ the proposal responder that has (Company)

submitted to the **City** a proposal for a **ERP System Selection RFP 19-IT-004** all as fully set forth in said proposal and that except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

 (If no exceptions, please state)

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the **City** is directly or indirectly interested in said proposal.

 (Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

 this _____ day of _____, _____.
 (Day) (Month) (Year)

 (Notary Public)

5.5 Vendor Proposal Form

Vendor name:	
Software brand name:	
Software version proposed & number of years in production:	
Is Vendor prime contractor:	Yes 0 No 0

1.	How do you guarantee the services provided by your company?			
2.	Please describe the level of research and development investment you make in your products (i.e. – annual budget, head count, etc.).			
3.	How many fully operational (i.e. Live) customer installations of the version proposed in this RFP, currently in production, has the Vendor completed?			
		Florida	Nationally	
	Local government			
	Other public sector			
	Other non-public sector			
	Overall:			
4.	How many fully operational customer installations (i.e. Live), of all versions, has the Vendor completed?			
		Florida	Nationally	
	Local government			
	Other public sector			
	Other non-public sector			
	Overall:			
5.	How many current system implementations of your solution are <i>in-process</i> within both the State of Florida and the Vendor-defined region of the Country that includes the State of Florida?			
		Current in-process Implementations		
	State of Florida			
	Region			
	Total:			
6.	Where is the Vendor's closest support facility/sales office to Groveland, FL?			
7.	Where is the Vendor's company headquarters?			
8.	Please list the Vendor's sales in the previous three years:			
	Year	Sales		

City of Groveland, FL
ERP System Selection RFP 19-IT-004

		2019		
		2018		
		2017		
9.	How many total employees does the Vendor have in each of the following categories:			
		Area	Number	
		Sales/Marketing		
		Management/Administration		
		Help Desk Staff		
		Development Staff		
		Other		
		Total:		
9.	What is the Vendor's hourly rate for implementation assistance beyond that which is included in the Vendor bid by skill set?			
		Rates for Additional Implementation Assistance		
		Skill Set	Hourly Rate	
			\$ / hr.	
			\$ / hr.	
			\$ / hr.	
10.	Please indicate two separate potential visits of four consecutive days each in which the Vendor will commit to being available for an onsite demonstration and your preference.			
		Demonstration Date Options		
		Option	Available/ Priority #	Not Available
		Week of February 3		
		Week of February 10		
		Week of February 17		
11.	What would be the Vendor's preferred comparably sized, site visit location?			
12.	What is the total duration of your proposed implementation approach?			
13.	Please list all third party solutions proposed.			
14.	What database are you proposing?			
15.	Is the solution hosted by the vendor or a third-party?			
16.	Please describe the minimum commitment term (in years) for a vendor-hosted option and note the term assumed for determining the proposed costs.			
17.	What is the query tool and report writer that Vendor is proposing?			

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19.	What is your recommended approach to training (End-user vs. train the trainer), for this City, and why?																					
20.	Identify the degree to which Vendor staff will be onsite versus off-site during the project.																					
21.	Will the vendor contractually agree to:																					
	<table border="1"> <thead> <tr> <th colspan="3">Contractual Inquiry</th> </tr> <tr> <th>Term / Condition</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Provide on-site staff for training and implementation</td> <td></td> <td></td> </tr> <tr> <td>Non-performance hold-backs?</td> <td></td> <td></td> </tr> <tr> <td>Payment hold-backs until fully operational and formally accepted?</td> <td></td> <td></td> </tr> <tr> <td>Allow the City to approve Vendor staff assigned to help with implementation?</td> <td></td> <td></td> </tr> <tr> <td>One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires</td> <td></td> <td></td> </tr> </tbody> </table>	Contractual Inquiry			Term / Condition	Yes	No	Provide on-site staff for training and implementation			Non-performance hold-backs?			Payment hold-backs until fully operational and formally accepted?			Allow the City to approve Vendor staff assigned to help with implementation?			One year warranty, during which the annual support conditions apply. The first, annual support payment would occur after the warranty period expires		
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22.	Describe how your software will be licensed to the City (e.g. site license, named users, concurrent users, etc.)																					

5.6 Client Reference Form

Describe Nature of Project and Services Provided to This Client:

Vendor name:	
Customer name:	
Customer contact:	
Customer phone number:	()
Customer E-mail address	
System which Solution Replaced	

Configuration of Solution Implemented (Hardware, Software):

--

5.7 Pricing Forms

Please complete the pricing forms that have been provided in the associated Microsoft Excel pricing spreadsheet. It is the responsibility of the Vendor to ensure the accuracy of the pricing provided as part of your response. Any errors in providing an accurate price response due to inaccuracies in the provided templates are the sole responsibility of the responding Vendor. If there is not enough space to describe the pricing on these forms, please attach a separate pricing page and provide the pricing information in the same type of format so that it is easy to understand. The City requests a firm, fixed price for each of the components described below that are included on the attached Microsoft Excel pricing spreadsheet as separate tabs:

- Vendor Checklist (including Hosting/Licensing Model, Travel & Lodging Costs, and Discount)
- Proposal Summary (no direct input required)

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- Module Summary (no direct input required)
- Application Software
- Other Software
- Hardware
- Implementation Services
- Train-the-Trainer Training
- Optional End-User Training
- Interfaces
- Modifications
- Other Implementation Services



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: January 26, 2021
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing One Member to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.
NUMBER: 2021-R-13
APPLICANT:
PLANNER:

DISCUSSION:

In accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system.

The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee.

If appointed, the term for the appointed board member will be for two (2) years, expiring on December 31, 2023.

FISCAL

ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed name into the Resolution as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING ONE MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES WITH TERM EXPIRING DECEMBER 31, 2023.

ATTACHMENTS:

- Firefighters Pension Board Application - Damon Sansom - Jan. 2021 (PDF)

Resolution No. 2021-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING ONE MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING ONE MEMBER TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individual to the Firefighters Pension Fund Board of Trustees:

Damon Sansom

Commission Representative

SECTION 2. That the term for said member is set for two (2) years, expiring December 31, 2023.

SECTION 3. That this Resolution shall take effect immediately upon its

adoption.

APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021.



ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

• Board of Planning & Appeals



Firefighters Pension Fund Board of Trustees

•

Police Pension Fund Board of Trustees

Name of Applicant: Damon Sansom

Home Address: 537 Peacocks Rd. Holly Hill

Phone: 386-265-3315

E-Mail Address: Sansom59@gmail.com

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 6 years

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes ☒ No If so, how long? _____

Are you employed in the City of Holly Hill? School Guardian at Holly Hill School

Business/Employer Name and Address: Volusia County School Board

Business Phone: 386-507-5833

Job Position / Occupation: School Guardian

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: High School Diploma w/
Some College, Certified Corrections Officer,
CPR / First Aid Instructor and Firearms

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- Banking / Finance
- Business Development
- Building / Construction
- Promotion Marketing
- Real Estate / Development
- Manufacturing / Industrial
- Industrial Training
- Landscaping
- Law / Contract Administration
- Operations of City Government
- Engineering
- Other

RECEIVED
1/8/2021

VM
4:15 PM

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

I have served the public for over 20 years and I am passionate about our city

Additional information Civic Activities, memberships, etc. I belong to the Ormond Beach Masonic Lodge

Why are you interested in serving on a City board? I love our city. I was born and raised in Holly Hill and want to serve.

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☒ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?

I served on the board of Finance and property for the Ormond Lodge.

How many years have you served on that board? 4

If this is a request for reappointment, how long have you served on this board? _____

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 1-8-21

Signature: 

REVISED – October 2020



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

6.3

MEETING DATE: January 26, 2021
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction 218 2Nd Street
NUMBER: (ID # 3185)
APPLICANT:
PLANNER:

DISCUSSION:

***The entire code enforcement file can be found in the code enforcement office upon request.**

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 218 Second Street. The property is currently owned by Christina Myer and Bernard Jackson.

According to the Claim of Lien created on June 5, 2018 and February 11, 2020 the property has been accumulating fines for violations of the International Property Maintenance Code for excessive weeds, exterior surfaces in violation of the IPMC and damage to fences on the property. It appears the current owners did not know the property had been left to them after the passing of their mother. The property had been left abandon for a number of years after the death of Eveline Jackson. Code enforcement officers were able to identify squatters doing renovations to the property, which lead to criminal charges.

Portions of the property (fencing) were deemed in compliance on November 11, 2020. However, the protective treatment and windows remain in disrepair.

There is an “AS IS” purchase and sale agreement on the property with the buyer identified as William Marotte, a realtor from the DeLand area. I spoke with both the properties owners and Mr. Marotte would like to enter into an agreement where the city will release the lien for an agreed upon settlement of **\$3,708.88**. However, within 60 days of Mr. Marotte owning the property, the property must be brought into compliance or the lien will be reinstated and continue to accumulate.

Direct expenses to the City include:

Finance Dept.	$\$13.30 + 35\% \times 1$	= \$ 19.95
Code Enforcement	$\$15.30 + 35\% \times 6$	= \$ 123.93
Total Admin Cost		= \$143.88
Original Special Master Fines	$\$250.00 \times 2$	= \$ 500.00

Filing Fee	\$20.00
Release of lien fee	\$20.00
Lawn mowing	\$115.00
TOTAL fees	\$798.88
Plus 5% of original lien	\$2,910.00
Total lien payoff	\$3,708.88

FISCAL ANALYSIS:

City payment for administrative and direct costs in the amount of **\$3,708.88**.

STAFF RECOMMENDATION:

Reduce the lien from \$58,450.00 to the amount of **\$3,708.88**. The City shall not release the \$58,450.00 lien amount until payment has been received in the amount of **\$3,708.88**. If payment is not received by 5:00 PM on February 12, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$3,708.88** payable no later than 5:00 PM on February 12, 2021. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- Agreement with ownes at 218 2nd Street (PDF)
- Lien Reduction Request 218 2nd Street (PDF)

AGREEMENT

WHEREAS, the property located at 218 2nd Street (Property) has been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill (City).

WHEREAS, Christina Myer and Bernard Jackson are the current owners of the Property.

WHEREAS, William Marotte (Buyer) is interested in buying and rehabilitating the Property and is currently under contract with an "AS IS" Agreement.

WHEREAS, the City is reducing the lien to the current owner to an amount not to exceed \$5,000.00 and filing a release of lien after City Commission approval on January 26, 2021.

WHEREAS, the City is willing to allow the Buyer a reasonable opportunity to refurbish the Property in a timely manner, not to exceed 60 days from the date of closing, to remedy all code enforcement violations into compliance.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) Sellers agree to pay a lien reduction in an amount not to exceed \$5,000.00
- 2) The City hereby agrees to release the lien under the current ownership.
- 3) Buyer hereby agrees to:
 - a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.
 - b) Within 30 days of becoming the owner of the Property, the Buyer shall clean the Property (mowing, tree trimming and debris/trash removal), secure the structure on the Property (broken windows and doors shall be closed to prevent unauthorized access even if with just temporary material such as plywood) and take other action necessary to correct the existing code violations.
 - c) Within 60 days of becoming the owner of the Property, the Buyer shall resolve all code violations and bring the property into compliance.
- 4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue reinstate of the original lien to be recorded in the public record.
- 5) If the sale of the property does not close and the property is not in compliance 60 days after the scheduled closing date, the Sellers acknowledges that the City has the right to pursue reinstate the original lien to be recorded in the public record.
- 6) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill
Date

By: [Signature]

Title: City Manager

Date: 1-14-2021

Buyer

[Signature] William Marotte

Sellers

Christina Myer
Christina Myer

1/14/2021 11:27 AM EST

[Signature]

Bernard Jackson

1-14-2021

Attachment: Agreement with owners at 218 2nd Street (3185 : Request for Lien Reduction 218 2Nd Street)



Addendum to Contract

Addendum No. 1 to the Contract with the Effective Date of 11-20-2020 between
Christina Myer + Bernhard C. Jackson (Seller)
 and William F. Marotte (Buyer)
 concerning the property described as: 218 2ND St. Holly Hill, FL 32117

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and Seller agree to extend the closing date to Feb. 16, 2021.

Buyer: William Marotte
 Buyer: _____
 Seller: Christina Myer
 Seller: Bernhard Jackson

Date: 1-14-2021
 Date: _____
 Date: 1/14/2021 11:27 AM EST
 Date: 1-14-2021

ACSP-4 Rev 6/17
 Serial#: 033397-000156-2595913

©2017 Florida Realtors®

Form
 Simplicity

MEMORANDUM

DATE: DECEMBER 7, 2020

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 19-00001065 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$58,450.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- | | |
|--|--|
| <p>(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |
| <p>(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.</p> | <p>☐ FAILS</p> <p>☒ DOES NOT FAIL</p> |

Staff Findings: No title insurance policy was issued when ownership was transferred; therefore, the request does not fail the established guideline.

CITY OF HOLLY HILL

CASE # 19-00001065**REQUEST FOR REDUCTION OF LIEN**

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Christina Myer & Bernhard C. JacksonProperty Address: 218 2ND St Holly Hill, FL 32117

Phone number(s) where you can be reached during the day:

_____ cell 386-801-2176Is the property now in compliance? ☐ YES ☒ NO(If No, explain in detail) peeling paint and boarded
up windowAre you claiming financial hardship? ☐ YES ☒ NOAre you claiming medical hardship? ☐ YES ☒ NO

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: William F Marotte

Relationship: Purchaser

I, William F-Marotte, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Purchaser plans to rectify all code enforcement issues. Purchaser plans to have a new roof put on the home and fix boarded up window and repaint the entire exterior. Also to cut back all overgrown vegetation on the perimeter of the property.

Date: 12-8-2020

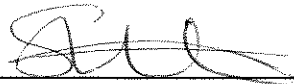
Signed: William F Marotte

Print Name: William F. Marotte

wmarotte04@gmail.com

STATE OF FloridaCOUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, William F. Harlow, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced DL as identification and did take an oath.

Date: 12/9/2020


Notary Public

My Commission Expires _____



SAMANTHA L. ALCALDE
Commission # GG 182498
Expires February 4, 2022
Bonded Thru Budget Notary Services

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
CODE ENFORCEMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

To: City of Holly Hill, Florida
 Re: 218 2nd St. Holly Hill / Code Enforcement Liens

This letter is for the purpose of allowing legal authorization to William F. Marotte to act for the property owner strictly in regards to the existing code enforcement liens on the above mentioned property.

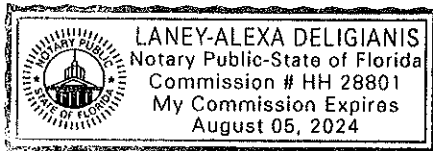
Bernhard C. Jackson
 Bernhard C. Jackson

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Bernard Jackson, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced drivers license as identification and did take an oath.

Date: 12/11/2020



[Signature]
 Notary Public

My Commission Expires 8/5/24

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
 CODE ENFORCEMENT DEPARTMENT
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

To: City of Holly Hill, Florida
 Re: 218 2nd St. Holly Hill / Code Enforcement Liens

This letter is for the purpose of allowing legal authorization to William F. Marotte to act for the property owner strictly in regards to the existing code enforcement liens on the above mentioned property.

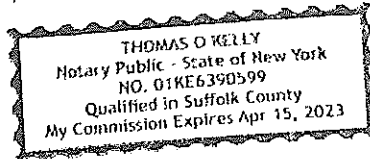
Christina Myer
 Christina Myer

STATE OF NY

COUNTY OF: SUFFOLK

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, CHRISTINA MYER, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced NYS LICENSE as identification and did take an oath.

Date: 12/9/2020



[Signature]
 Notary Public

My Commission Expires 4/15/2023

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
 CODE ENFORCEMENT DEPARTMENT
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Christina Myer & Bernhard C. Jackson the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) _____
5337-45-00-0060

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 75000. for Case No. _____, and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

Bernhard C. Jackson
Owner's Name

Bernhard C. Jackson
Owner's Name

Owner's Signature

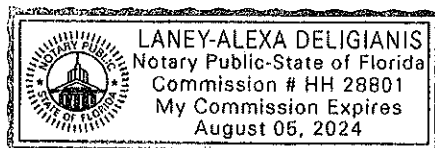
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 11 day of Dec., 2020.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Bernard Jackson, who is personally known to me or who has produced drivers license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of Dec., 2020.



[Signature]
Notary Public in and for the County and State
Aforementioned

My Commission Expires: 8/5/24

Prepared 12/15/20, 8:22:07
 Program HTDFTAL
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Fees
 Case 19-00001065

Page

Property Information

Address: 218 2ND ST
 HOLLY HILL, FL 321174908
 Location ID: 1898
 PARCEL NUMBER: 5 3 37 45 00 0060
 Short Parcel ID:
 Zoning: R-5 R5 TWO-FAMILY RESIDENTIAL
 Subdivision:
 Property Address Map
 218 2ND ST HOLLY HILL, FL 321174908 .00 .00 X 533745000060 1898

Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
 Status date: 2/19/2020
 Case type: RPM RESIDENTIAL PROPERTY MAINT
 Reported date: 7/26/2019
 Origination: OI OFFICER INITIATED
 Default inspector: RSA RANDY AST
 Credit balance: .00

Owner Information

Owner name: JACKSON EVELINE
 Address: 218 2ND STREET
 City: HOLLY HILL, FL 32117
 Phone: 0
 Notice: Y
 Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
PROTECTIVE TREATMENT	LI		1	7/26/2019	2/19/2020
WINDOWS	LI		1	7/26/2019	2/19/2020
FENCE MAINTENANCE	LI		1	7/26/2019	2/19/2020

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
40	SPEC MAG ADM FEE	250.00	250.00	.00	1/22/2020		.00	250.00
	.00							

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

Prepared 12/07/20,16:09:24
Program HTDFTAL
User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
Screen detail for Program: CE CEN200I, Text
Case 20-00003209

Page

Property Information
Address: 218 2ND ST
HOLLY HILL, FL 321174908
Location ID: 1898
PARCEL NUMBER: 5 3 37 45 00 0060
Short Parcel ID:
Zoning: R-5 R5 TWO-FAMILY RESIDENTIAL
Subdivision:
Property Address Map
218 2ND ST HOLLY HILL,FL 321174908 .00 .00 X 533745000060 1898

Case General Information
Case status: CL CLOSED
Status date: 6/10/2020
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 6/10/2020
Origination: AD ADMINISTRATION COMPLAINT
Default inspector: EED ELENI DELIGIANIS
Credit balance: .00

Owner Information
Owner name: JACKSON, ANDREW S
Address: 218 2ND STREET
City: HOLLY HILL, FL 32117
Phone: 0
Notice: Y
Flip: Y

Type	Status	Location	Quantity	Date Established	Date Resolved
No violations exist					

Case Data
Description Data
CN CORRECTION DATE
NOV POTENTIAL HEARING DA
SPECIAL MASTER HEARING D
2ND MAILING ADDRESS
FINE

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Text	Date
Case narrative		
Violation comments		
Inspection comments		
001 - FIRST INSPECTION		
Results status	INSPECTI	

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

Return To: (Enclose Self Addressed Envelope)	
Name:	Jonathan McKinney
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Hector Santiago
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 5337-45-00-0060	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Jonathan McKinney, Finance Director
Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117
(Lienor's Address)

And in accordance with a service with JACKSON EVELINE

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Fine of \$65.00 due to Unkeep for lawn care

on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOT 6 EXC N 40 FT & EXC W 5 FT OF S 100 FT BELL SUB MB 9 PG 215 BLK 27 M & C HOLLY HILL & N 15 FT OF 2ND
ST AS NOW VACATED LYING S OF ABOVE DESC PROPERTY PER OR 3794 PG 4910 PER D/C 5757 PG 4041 PER
OR 5757 PGS [REDACTED]

218 2ND ST

Holly Hill, FL 32117

owned by with JACKSON EVELINE

of a total value of Sixty Dollars (\$60.00) until property comes into compliance
which remains unpaid as of June 5, 2018.



Okalea Ciroli
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF235031
Expires 7/20/2019

By

Lienor: City of Holly Hill

(Agent)

Print Name: Jonathan McKinney

Notary Public

Sworn to and subscribed before me this 5th of June 2018

F

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

City of Holly Hill, a Political
Sub-division of the State of Florida

Parcel No. 5337-4500-0060
Case No. 19-1065

Petitioner,

-vs-

Eveline Jackson, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th of October 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Eveline Jackson, Owner and Respondent of the property located at 218 2nd Street, Holly Hill, Florida 32117 was mailed a Violation Notice on the 26th of July, 2019 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 302.4 - Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches; IPMC 304.2 - Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition; IPMC 304.13 - Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight; and Section 114-727(a) All fences shall be maintained in their original upright condition. (b) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed. (c) Missing boards, pickets, or posts shall be replaced in a timely manner with material of the same type and quality.

At the hearing, the Code Enforcement Officer testified that the Owner is deceased and no heirs can be located at this time. There is also no mortgage on the property. The grass and weeds are in excess of 12 inches tall. There is flaking and peeling paint on the window sills and porch railings. The windows and front door are broken. The fence is broken and requires repair. The Code Enforcement Officer requests that the City of Holly Hill be permitted to enter and maintain the property at the Owner's expense.

Attachment: Lien Reduction Request 218 2nd Street (3185 : Request for Lien Reduction 218 2nd Street)

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1' PARTIES: Christina Myer & Bernhard C. Jackson ("Seller"),
 2' and William F. Marotte ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 5 and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- 6 (a) Street address, city, zip: 218 2ND St. Holly Hill, FL 32117
 7 (b) Located in: Volusia County, Florida. Property Tax ID #: 5337-45-00-0060
 8 (c) Real Property: The legal description is LOT 6 EXC N 40 FT & EXC W 5 FT OF S
 9 100 FT BELL SUB MB 9 PG 215 B/C 27 M 7 C HOLLY HILL N 15 FT
 10 OF 2ND ST. AS NOW VACATED Lying S of above desc. property
 11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 13 by other terms of this Contract.
 14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
 17 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
 18 and other access devices, and storm shutters/panels ("Personal Property").
 19 Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 22 (e) The following items are excluded from the purchase: _____
 23 _____
 24 _____

PURCHASE PRICE AND CLOSING

- 25
 26 2. PURCHASE PRICE (U.S. currency): \$ 48,000.-
 27 (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 2,000.-
 28 The initial deposit made payable and delivered to "Escrow Agent" named below
 29 (CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 5 (if left
 30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
 31 OPTION (ii) SHALL BE DEEMED SELECTED.
 32 Escrow Agent Information: Name: Westside Settlement Assoc.
 33 Address: 334 W. NY AVE. Deland, FL 32720
 34 Phone: 386 734-4341 E-mail: _____ Fax: _____
 35 (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 36 days after Effective Date \$ _____
 37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
 38 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8
 39 (d) Other: \$ _____
 40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 41 transfer or other COLLECTED funds \$ 46,000.-
 42 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.
 43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:
 44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 45 11-25-2020, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 47 the counter-offer is delivered.
 48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 49 initiated and delivered this offer or final counter-offer ("Effective Date").
 50 4. CLOSING DATE: Unless modified by other provisions of this Contract, the closing of this transaction shall occur
 51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
 52 ("Closing") on or before 12-11-2020 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials WM

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5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) ☐ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

- ☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

- ☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period") for (CHECK ONE): ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

- (i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

- (ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.

- (iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

- (iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
(2) terminate this Contract.

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(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

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- (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (If left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) SURVEY: On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) HOME WARRANTY: At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ 0. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) SPECIAL ASSESSMENTS: At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (CHECK ONE):
- ☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) RADON GAS: Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) PERMITS DISCLOSURE: Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) MOLD: Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) FLOOD ZONE; ELEVATION CERTIFICATION: Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

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- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").
12. **PROPERTY INSPECTION; RIGHT TO CANCEL:**
- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES: At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to COLLECTION, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become COLLECTED shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) BUYER DEFAULT: If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

Buyer's Initials 
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329 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
 330 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
 331 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
 332 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
 333 (b) SELLER DEFAULT: If for any reason other than failure of Seller to make Seller's title marketable after
 334 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
 335 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
 336 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
 337 performance.

338 This Paragraph 15 shall survive Closing or termination of this Contract.

339 16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and
 340 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
 341 as follows:

342 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
 343 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
 344 16(b).

345 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
 346 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
 347 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
 348 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
 349 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
 350 16 shall survive Closing or termination of this Contract.

351 17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted
 352 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
 353 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
 354 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
 355 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

356 STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

357 18. STANDARDS:

358 A. TITLE:

359 (i) TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS: Within the time period provided in
 360 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached hereto, shall
 361 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
 362 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
 363 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
 364 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
 365 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
 366 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
 367 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
 368 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
 369 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
 370 addendum); provided, that, none prevent use of Property for RESIDENTIAL PURPOSES. If there exists at Closing
 371 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
 372 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
 373 with law.

374 (ii) TITLE EXAMINATION: Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
 375 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
 376 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
 377 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
 378 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
 379 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
 380 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
 381 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
 382 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

Buyer's Initials

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Seller's Initials

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

383 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
 384 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
 385 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
 386 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
 387 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 388 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
 389 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
 390 thereby releasing Buyer and Seller from all further obligations under this Contract.

391 B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon
 392 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
 393 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
 394 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
 395 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
 396 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
 397 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
 398 preparation of such prior survey, to the extent the affirmations therein are true and correct.

399 C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to
 400 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

401 D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 402 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
 403 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
 404 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
 405 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
 406 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
 407 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
 408 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
 409 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
 410 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
 411 thereunder.

412 E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
 413 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
 414 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
 415 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
 416 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
 417 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
 418 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
 419 paid or will be paid at Closing.

420 F. TIME: Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other
 421 than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates
 422 specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur
 423 on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property
 424 is located) of the next business day.

425 G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be
 426 liable to each other for damages so long as performance or non-performance of the obligation, or the availability of
 427 services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force
 428 Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God,
 429 unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent
 430 effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including
 431 Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents
 432 performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under
 433 this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering
 434 written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all
 435 further obligations under this Contract.

436 H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
 437 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
 438 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
 440 Contract.

441 I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

442 (i) LOCATION: Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
 443 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
 444 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
 445 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
 446 means.

447 (ii) CLOSING DOCUMENTS: Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
 448 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
 449 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
 450 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
 451 the survey, flood elevation certification, and documents required by Buyer's lender.

452 (iii) FINCEN GTO NOTICE. If Closing Agent is required to comply with the U.S. Treasury Department's
 453 Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer
 454 shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this
 455 Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and
 456 report of said information to IRS.

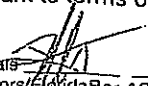
457 (iv) PROCEDURE: The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment
 458 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
 459 procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to COLLECTION of all
 460 closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

461 J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide
 462 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
 463 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
 464 for a period of not more than 10 days after Closing; (2) If Seller's title is rendered unmarketable, through no fault of
 465 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from
 466 date of receipt of such notification to cure the defect; (3) If Seller fails to timely cure the defect, the Deposit and all
 467 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
 468 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
 469 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
 470 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect
 471 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

472 K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of
 473 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
 474 (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
 475 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
 476 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
 477 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
 478 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
 479 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment
 480 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
 481 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
 482 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
 483 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
 484 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
 485 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
 486 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
 487 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
 488 shall survive Closing.

489 L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller
 490 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
 491 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

492 M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
 493 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
 494 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
 495 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

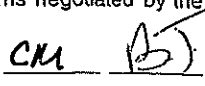
(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|--|---|---|
| ☐ A. Condominium Rider | ☐ K. RESERVED | ☐ T. Pre-Closing Occupancy |
| ☐ B. Homeowners' Assn. | ☐ L. RESERVED | ☐ U. Post-Closing Occupancy |
| ☐ C. Seller Financing | ☐ M. Defective Drywall | ☐ V. Sale of Buyer's Property |
| ☐ D. Mortgage Assumption | ☐ N. Coastal Construction Control Line | ☐ W. Back-up Contract |
| ☐ E. FHA/VA Financing | ☐ O. Insulation Disclosure | ☐ X. Kick-out Clause |
| ☐ F. Appraisal Contingency | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ Y. Seller's Attorney Approval |
| ☐ G. Short Sale | ☐ Q. Housing for Older Persons | ☐ Z. Buyer's Attorney Approval |
| ☐ H. Homeowners/Flood Ins. | ☐ R. Rezoning | ☐ AA. Licensee Property Interest |
| ☐ I. RESERVED | ☐ S. Lease Purchase/ Lease Option | ☐ BB. Binding Arbitration |
| ☐ J. Interest-Bearing Acct. | | ☐ CC. Miami-Dade County Special Taxing District Disclosure |

☐ Other: _____

*This purchase contract allows the purchaser to submit an application for lien reduction with the City of Holly Hill

20. ADDITIONAL TERMS: Buyer is purchasing the home "AS IS" and is waiving inspections. Seller makes no representations of property's condition. This contract is subject to the expiration of the existing contract on Nov. 24, 2020. If Buyer does not purchase the property because Buyer backed out of the contract Seller shall be entitled to Buyer's \$2000. initial deposit.

COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer.

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592 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
593 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

594 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

595 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
596 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
597 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
598 interested persons.

599 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
600 TO BE COMPLETED.

601* Buyer: *William Maestri* Date: 11-19-2020

602* Buyer: _____ Date: _____

603* Seller: Christina Myer Date: 11/20/2020 6:58 PM EST

604* Seller: Bernhard Jackson Date: 11/20/2020

605 Buyer's address for purposes of notice

606* 220 W. Minn Ave.

607* Deland, FL 32720

608* _____

Seller's address for purposes of notice

787 Blue Ridge Dr.

Medford, NY 11763

609 BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
610 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
611 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
612 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
613 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
614 made by Seller or Listing Broker to Cooperating Brokers.

615* N/A
616 Cooperating Sales Associate, if any

N/A
Listing Sales Associate

617* N/A
618 Cooperating Broker, if any

N/A
Listing Broker

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Addendum to Contract

Addendum No. 1 to the Contract with the Effective Date of 11-20-2020 between
Christina Myer + Bernhard C. Jackson (Seller)
and William F. Marotte (Buyer)
concerning the property described as: 218 2ND St. Holly Hill, FL 32117

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and Seller agree to extend the
closing date to Feb. 16, 2021.

Buyer: William Marotte
Buyer: _____
Seller: Christina Myer
Seller: Bernhard Jackson

Date: 1-14-2021
Date: _____
Date: 1/14/2021 11:27 AM EST
Date: 1-14-2021

ACSP-4 Rev 6/17
Serial#: 033397-000156-2595913

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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

7.1

MEETING DATE: January 26, 2021
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 9.4 Acres Identified as Parcel Number 4244-01-04-0080 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2020-O-3030
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

This request is to annex approximately 9.4 acres of property on the northeast corner of the intersection of 10th and Vine Streets and that is more specifically known as 1088 10th Street. This application precedes a comprehensive plan amendment (CPA-2020-01) and a rezone (Z-2020-02).

BACKGROUND:

The parcel is located entirely within unincorporated Volusia County and currently contains a single family home built in 1958. The applicant purchased the property in 1997 and recently submitted a petition for voluntary annexation.

DISCUSSION:

Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to city limits on the east side, and the annexation will result in a city limit that is reasonably compact. Therefore, the request meets the statutory requirements.

This request precedes a request for a comprehensive plan amendment and a rezone. The proposed comprehensive plan map amendment will request Medium Density Residential (Holly Hill) which is reasonably consistent with the property's current future land use of Urban Medium Intensity (Volusia County). The proposed rezone request will be to R-6 which allows a slightly higher density per acre (4 additional dupa) than is currently permitted. The property's current zoning is R-5.

Board of Planning and Appeals Recommendation:

At its meeting on September 14, 2020, the Board was split, with 2 voting in favor of, and 2 voting against, the request to recommend annexation of approximately 9.7 acres (since reduced

to 9.4) of property on the northeast corner of the intersection of 10th and Vine Streets, and that is more specifically known as 1088 10th Street.

RECOMMENDATION:

RECOMMEND THE CITY COMMISSION ANNEX APPROXIMATELY 9.4 ACRES OF PROPERTY ON THE NORTHEAST CORNER OF THE INTERSECTION OF 10TH AND VINE STREETS AND THAT IS MORE SPECIFICALLY KNOWN AS 1088 10TH STREET.

ATTACHMENTS:

- Exhibit B - Aerial and Location Maps (PDF)
- Survey and Legal (PDF)
- Completed Application Form (PDF)
- Property Card 1088 10th Street (PDF)
- Proof of Payment for Taxes (PDF)
- Property Deed (PDF)
- Survey Showing Wetlands (PDF)

HISTORY:

10/13/20

City Commission

CONTINUED TO A DATE CERTAIN

Mr. Forte stated it's on the agenda and it's been advertised for tonight so what he thinks would be appropriate is to read the title into the record and have Mr. Walker come forward and explain to the Mayor and Commissioners why they need to delay this and then ask the Commission to table this to the next scheduled meeting. The Commission will need to take any public comments tonight if there are any and then at the actual public hearing meeting.

Brian Walker, City Planner, stated the city received a request for an annexation from Adolph Balboa through his attorney Glen Storch Law Firm to annex his property. It's approximately 9.7 acres of property on the northeast corner of the intersection of 10th and Vine Streets; the address is 1088 10th Street and it is in the unincorporated Volusia County. It contains a single-family home that was built in the 1950's and he would like to annex into the city. One of the things that staff checks for is to see if, according to Florida Statutes, they meet all of the qualifications to annex. It was noted in their review, that in their annexation and what they are attempting to annex they would create an enclave. This is an area where, the area of Volusia County that's left, after the annexation, next to the annexation, would not be able to be accessed without going through Holly Hill. It's like an island of Volusia County that's completely surrounded by Holly Hill. Staff is working with the applicant's attorney and also with the County to resolve the issue and good progress has been made. The item was brought to the Board of Planning and Appeals on September 14, 2020 and the recommendation was made to recommend this annexation contingent upon a successful resolution of the enclave issue. At the BOPA meeting, they were split in their vote; two voted in favor of and two voted against recommending the annexation. At this point, the applicant is requesting a continuance to the November 10th City Commission meeting. In the meantime, staff is wrapping up some final issues to resolve the enclave problem and then staff will bring this back to the Commission for a vote for first reading.

Mayor Via opened public participation. No one spoke.

*Commissioner Currie made a motion to **CONTINUE TO A DATE CERTAIN OF NOVEMBER 10, 2020 AT 7:00 PM for FIRST READING OF ORDINANCE 3030, ANNEXATION**, seconded by Commissioner Danio.*

PASSED, 5-0.

11/10/20

City Commission

APPROVED AT 1ST READING

Next: 01/26/21

Mayor Via opened public participation. No one spoke.

Mr. Walker informed the Mayor and Commissioners that this annexation will come back for second reading after the first of the year. Attorney Glen Storch representing the applicant was present to answer any questions the Mayor and Commissioners may have. He spoke briefly about the wetlands that was asked from the Commission.

Ordinance No. 2020-3030**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 9.4 ACRES IDENTIFIED AS PARCEL NUMBER 4244-01-04-0080 CONTIGUOUS TO THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 9.4 ACRES IDENTIFIED AS PARCEL NUMBER 4244-01-04-0080 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF 10TH STREET AND VINE STREET; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Glenn D. Storch of Storch Law Firm, as the agent for the owner of the real property described herein; and

WHEREAS, the agent has filed, pursuant to Florida Statue 171.044, a petition for voluntary annexation of said property as described in Exhibit "A" into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill has determined all of the property which is proposed to be annexed into the City of Holly Hill, is within an unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, Exhibit "A" is the legal description of the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, the map attached hereto as Exhibit “B” shows the property which is proposed to be annexed into the City of Holly Hill.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

(Portion of Tax Parcel Number 4244-01-04-0080 and the adjacent rights-of-way of 10TH Street and Vine Street)

LEGAL DESCRIPTION: See Attached Exhibit “A”.

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application

hereof.

SECTION 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 7. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021
for second and final reading.**

EXHIBIT A

LEGAL DESCRIPTION - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida.

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12" W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N 64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S 25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S 64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

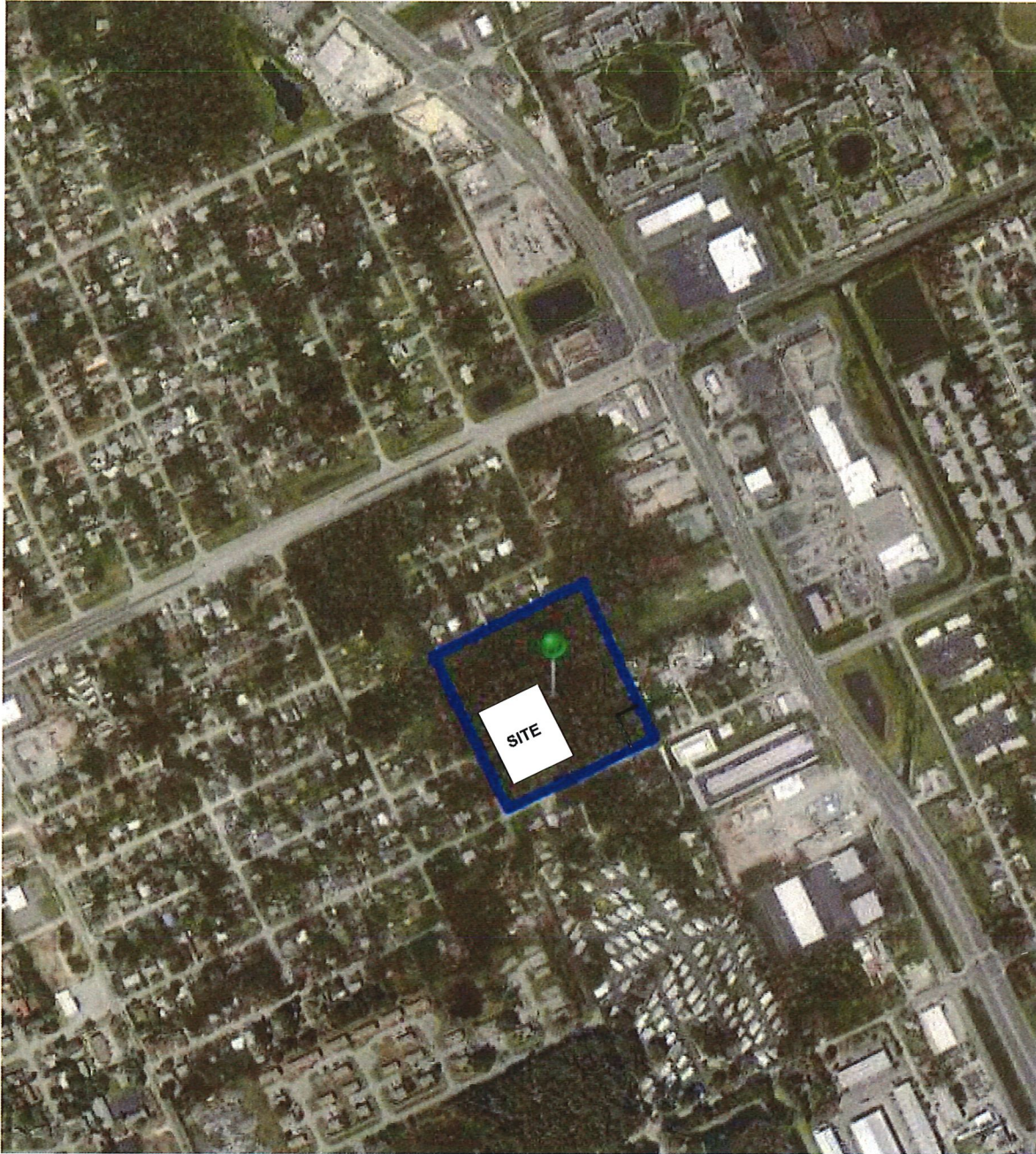
LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet thereof.

Containing 410,263.56 square feet (09.418 ± acres)

AERIAL MAP

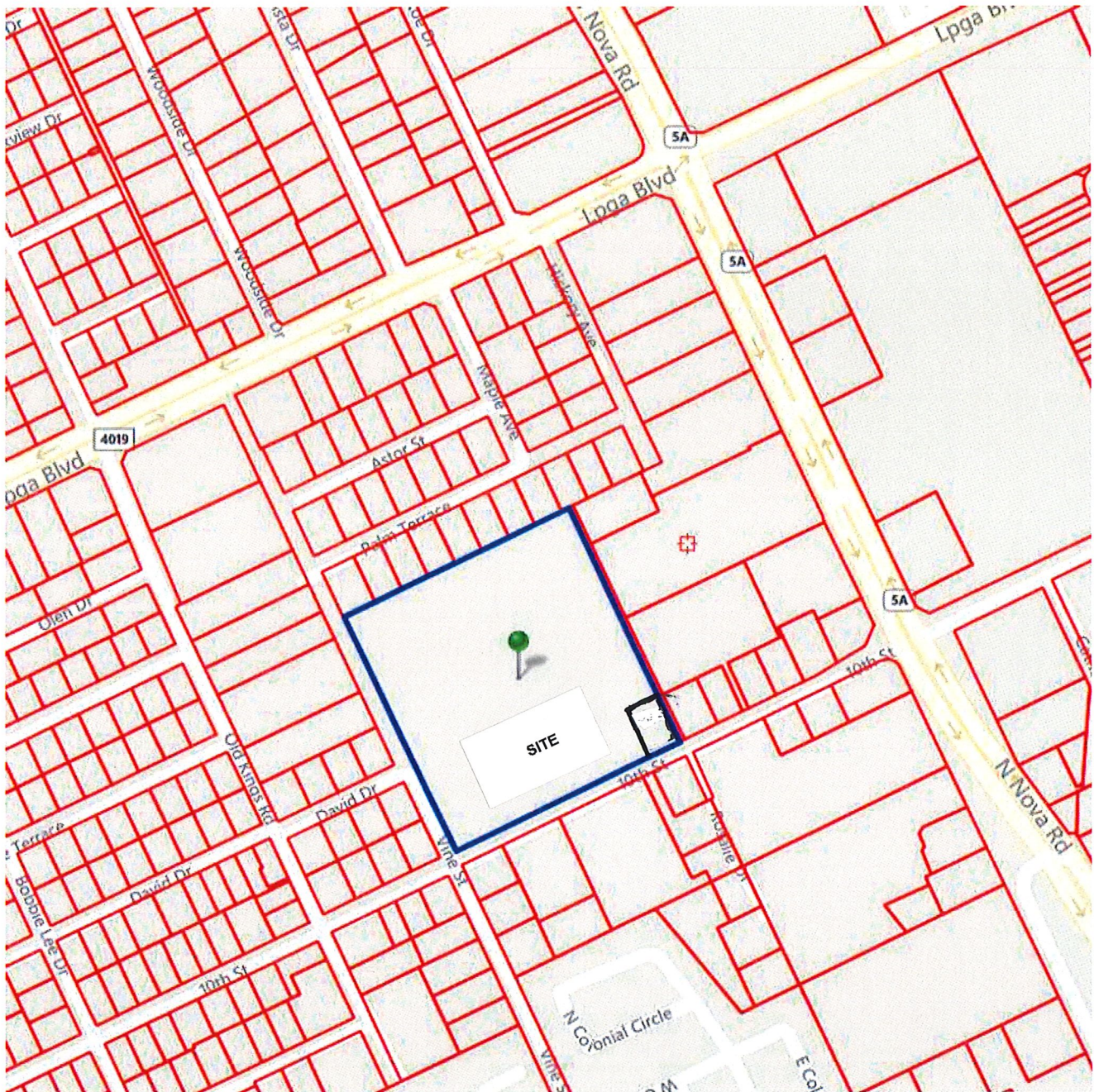
1088 10th Street

North ↑



LOCATION MAP

North ↑



Attachment: Exhibit B - Aerial and Location Maps (2020-O-3030 : Annexation 1088 10Th Street)

Block 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

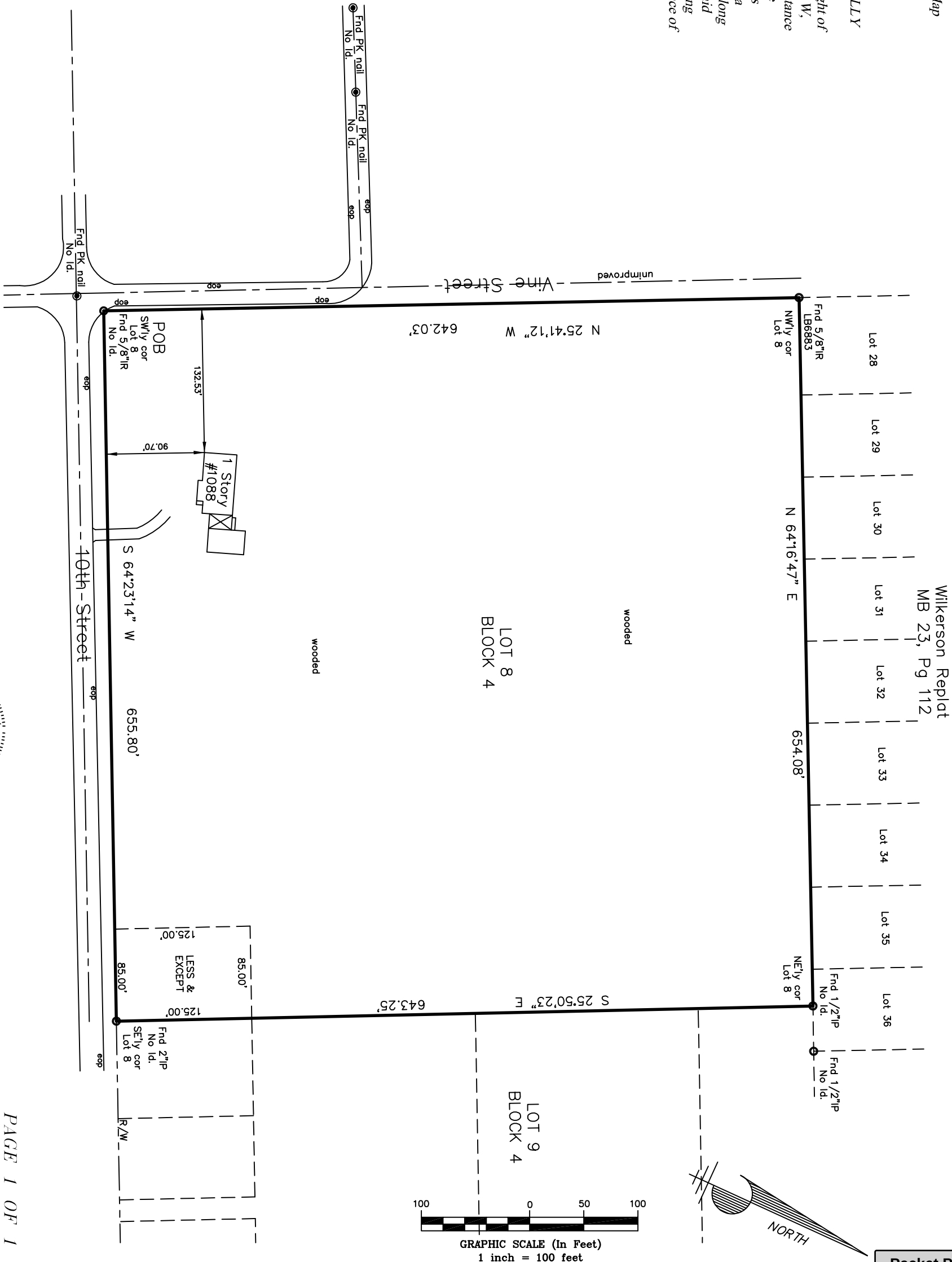
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LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.418 ± acres)

GENERAL NOTES:

- 1) North and the bearings shown hereon are assumed and referenced to the North Right of Way of 10th Street, as being S 64°23'14" W.
- 2) This survey was performed without the benefit of a Title Commitment.
- 3) Underground features, such as, improvements, foundations or utilities, if existent, were not located as a part of this survey, unless noted otherwise.
- 4) Subject property lies within Flood Zone "X", "Areas determined to be outside the 0.2% Annual Chance Floodplain", Per Community Panel 12127 C 0356 J, effective date of September 29, 2017.



LAST DATE OF FIELD WORK 10/10/2020

Leon Hampton, PSM

Land Survey and Consulting

www.Lhpsm.net

DRAWN BY:

LH

PARTY CHIEF:

BH

Leon Hampton, PSM

203 SHERIDAN AVENUE

LONGWOOD, FLORIDA 32750

Phone: (321) 231-4874

Leon@Lhpsm.net

BOUNDARY SURVEY

Lot 8, Block 4, Mason and Carswells Holly Hill,

Map Book 2, Page 90, Volusia County, Florida

1088 10th Street

DAYTONA BEACH, FLORIDA 32117

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 17, F.S. (F.S. 17.703) AND THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 47.02(2), FLORIDA STATUTES.

LEON L. HAMPTON

STATE OF FLORIDA

LAND SURVEYOR & MAPPER NO. 5910

11/02/2020

THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISIONS

PROJECT NO:

20-0420



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Balboa Annexation, Rezoning and Future Land Use Amendent
 PARCEL ID #(S): 4244-01-04-0080
 LOCATION: 1088 10th Street, Daytona Beach, FL 32117
 EXISTING USE(S): Vacant Property
 PROPOSED USE(S): Future Residential
 TOTAL ACREAGE: +/- 10.1
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: County R-5 PROPOSED ZONING: City R-8
 CURRENT FUTURE LAND USE: County UMI PROPOSED FUTURE LAND USE: City MDR

APPLICANT INFORMATION:

Name: Glenn D. Storch, Storch Law Firm E-Mail: glenn@storchlawfirm.com
 Address: 420 South Nova Road, Daytona Beach Phone: 386-238-8383
 Company: Storch Law Firm Fax: 386-238-098
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Adolph Balboa E-Mail: Same as Applicant
 Address: Same as Applicant Phone: Same as Applicant
 Fax: Same as Applicant

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: Completed Application Form (2020-O-3030 : Annexation 1088 10Th Street)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

☒ APPLICANT ☐ OWNER ☐ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☒ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☒ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☐ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☐ A CD OF ALL ITEMS SUBMITTED
- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER*)
- ☐ PRELIMINARY DEVELOPMENT PLAN (*PD REZONE ONLY - SEE CODE SEC. 114-771*)

Applicant's Signature: _____

(Signature)

(Date)

(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM
(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Adolph Balboa, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 4244-01-04-0080 hereby affirm that Storch Law Firm is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

- ☐ Arbor Permit
 ☐ Special Exception
 ☐ Variance
 ☐ Development Plan
☐ Special Event Permit
 ☐ Vacate
 ☐ Sign
 ☒ Rezone/Comp Plan Amendment
☒ Other Annexation

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

March 10, 2020
Date

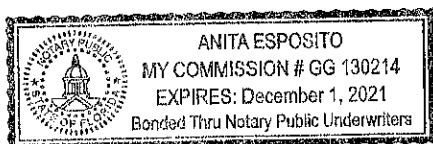
Adolph Balboa
Owner's Signature

Adolfo Balboa
Owner's Name

STATE OF FLORIDA

COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Adolph Balboa, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 10th day of March, 2020.



Anita Esposito
NOTARY PUBLIC

Altkey: 3218361
BALBOA ADOLPH & LAURA-JEAN

Parcel ID: 424401040080
1088 10TH ST , DAYTONA BEACH

Parcel

Short Parcel Id 424401040080
Property Location 1088 10TH ST, DAYTONA BEACH, 32117
PC Code 0100 - SINGLE FAMILY
Total Bldgs 1
Neighborhood 2716 - M & C BLKS 5 & 6
Business Name
Homestead Property No

Primary Owner

Owner BALBOA ADOLPH & LAURA-JEAN

In Care Of
Mailing Address PO BOX 250951
HOLLY HILL FL 32125

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BALBOA ADOLPH & LAURA-JEAN		100	O - O

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description LOT 8 BLK 4 M & C HOLLY HILL MB 2 PG 90 PER OR 4245 PG 2512
Map TWP-RNG-SEC 14 - 32 - 44
Subdivision-Block-Lot 01 - 04 - 0080
Date Created 27-DEC-81
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
5030	VOLUSIA COUNTY STORMWATER	1.00	\$72.00	\$72.00
5050	VOLUSIA COUNTY GARBAGE	1.00	\$255.00	\$255.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4245 / 2512	WD-WARRANTY DEED	1997177024	10/15/1997	I	\$98,900
4138 / 2370	WD-WARRANTY DEED	1996155938	09/15/1996	I	\$100,000
4019 / 3019	QC-QUIT CLAIM DEED	1995098450	06/15/1995	I	\$100

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Attachment: Property Card 1088 10th Street (2020-O-3030 : Annexation 1088 10Th Street)

Other Links

Google Street Address
Bing Maps

[CLICK HERE](#)
[CLICK HERE](#)

Attachment: Property Card 1088 10th Street (2020-O-3030 : Annexation 1088 10Th Street)

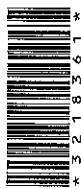


VOLUSIA COUNTY TAX BILL
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
2019 Paid Real Estate

7.1.e

PROPERTY ADDRESS: 1088 10TH ST, DAYTONA BEACH, 32117
LEGAL DESCRIPTION: LOT 8 BLK 4 M & C HOLLY HILL MB 2 PG 90 PER OR 4245 PG 2512

County of Volusia County of Volusia
Paid By Al Laura Balboa
11/20/2019
\$1,783.66
Receipt # WWW-19-0007807



BALBOA ADOLPH, BALBOA LAURA-JEAN
PO BOX 250951
HOLLY HILL, FL 32125

PARCEL: 424401040080
ALTERNATE KEY : 3218361
MILLAGE CODE: 200
TAX YEAR: 2019

ADDRESS CHANGE

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2019				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.14200	75,196	0	75,196	461.86
VOLUSIA FOREVER	0.11220	75,196	0	75,196	8.44
VOLUSIA ECHO	0.20000	75,196	0	75,196	15.04
VOLUSIA FOREVER I&S 2005	0.08780	75,196	0	75,196	6.60
VOLUSIA COUNTY MSD	2.23990	75,196	0	75,196	168.43
VOLUSIA COUNTY FIRE DISTRICT	4.08150	75,196	0	75,196	306.91
VOLUSIA COUNTY MOSQUITO CONTROL	0.18800	75,196	0	75,196	14.14
PONCE INLET PORT AUTHORITY	0.09290	75,196	0	75,196	6.99
SCHOOL	6.08100	81,459	0	81,459	495.35
ST JOHNS WATER MANAGEMENT DIST	0.24140	75,196	0	75,196	18.15
FLORIDA INLAND NAVIGATION DIST	0.03200	75,196	0	75,196	2.41
HALIFAX HOSPITAL AUTHORITY	0.35460	75,196	0	75,196	26.66
TOTAL MILLAGE RATE:	19.85330			TOTAL TAXES:	\$1,530.98

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
VOLUSIA COUNTY STORMWATER	386-822-6422	72.00	72.00
VOLUSIA COUNTY GARBAGE	386-943-7889	255.00	255.00
TOTAL ASSESSMENTS:			\$327.00
TOTAL COMBINED TAXES AND ASSESSMENTS:			\$1,857.98

For additional information see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938
Revenue@volusia.org

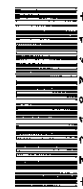
RETURN WITH PAYMENT

VOLUSIA COUNTY TAX BILL
2019 Paid Real Estate

Make payment to:
COUNTY OF VOLUSIA
Mail payment to:
County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

NOTE: In order to avoid a rejected payment,
please verify that the legal written line of your
check matches the exact amount due based
on the "IF POSTMARKED BY" date.

PARCEL: 424401040080
ALTERNATE KEY : 3218361
TAX YEAR: 2019



PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK
BALBOA ADOLPH, BALBOA LAURA-JEAN
PO BOX 250951
HOLLY HILL, FL 32125

PROPERTY ADDRESS:
1088 10TH ST, DAYTONA BEACH, 32117

Please do not staple, tape, or paperclip your payment to this stub.

TAXES BECOME DELINQUENT APRIL 1

If Postmarked By	Nov 30, 2019				
Please Pay	\$0.00				

Public Site



PLEASE DO NOT WRITE ON THIS STUB

Receipt # WWW-19-0007807

\$1,783.66

Paid 11/20/2019

Packet Pg. 325

Attachment: Proof of Payment for Taxes (2020-O-3030 : Annexation 1088 10Th Street)

Mail payments to:

County of Volusia-Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

BillExpress™

Have your bill sent directly to your inbox! Visit
volusia.county-taxes.com to sign up today.

For location information, please visit volusia.org/revenue or
see the enclosed Property Tax Information Flyer

Contact us:

Phone: (386) 736-5938
Email: revenue@volusia.org

Important Information—Please Read Carefully

Please read the enclosed flyer carefully for additional important payment information.

The statement, "**Prior year taxes are due. Please call (386) 736-5938.**" indicates that the parcel has delinquent prior year taxes. Certified funds are required.

Current year taxes become delinquent on April 1. On April 1, all delinquent parcels are assessed a minimum charge of 3% in accordance with Florida Statute. Delinquent real estate parcels will incur an advertising fee and auction listing fee, and a **tax certificate (lien) will be sold by June 1.** Payment must be made in **certified funds** after a tax certificate is issued. Delinquent tangible parcels will incur an advertising fee, the cost of collection will be assessed, and a **warrant will be issued by June 1.** If the tangible bill remains unpaid, the property will become **subject to seizure and sale at public auction.**

If this parcel or tangible personal property has been sold, please send this bill to the new owner or return it to the Volusia County Revenue Division. For tangible personal property, **if you were the owner as of January 1 of the tax year**, you may be responsible for paying the taxes, **even if you have closed the business.**

Notice to taxpayers entitled to homestead exemption: If your income is low enough to meet certain conditions, and the total mortgages and liens against the parcel are low enough, **you may qualify for a deferred tax payment plan** on homestead property. Deferral of taxes does not excuse the debt, and the deferred amount will earn interest, and **must be paid at a later date.** Information and application to determine eligibility are available at any Revenue Division location.

Prepayment of estimated tax by installment method: Under certain conditions, taxes may be prepaid for the **future tax year** by quarterly installments billed in June, September, December, and March. If interested, please submit an application to the Volusia County Revenue Division **by April 30.** Installment applications can be found online at volusia.county-taxes.com. To obtain a paper application, please visit volusia.org/revenue and select Forms, or visit any Volusia County Revenue Division office location. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments.

The **taxing authorities** are responsible for setting the ad valorem millage rates. The **levying authorities** are responsible for setting non-ad valorem assessments.

The **Volusia County Property Appraiser** is responsible for the preparation of the current ad valorem tax roll, including the assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address, and legal description. You may reach the appraiser's office by dialing (386) 736-5901 or by emailing vcpa@volusia.org.

The **Volusia County Revenue Division** is responsible for the preparation and mailing of tax notices based on the information contained on the current tax roll certified by the Volusia County Property Appraiser and non-ad valorem assessments provided by the levying authorities, and for the collection and distribution of tax dollars to the various taxing authorities. You may reach the Revenue Division by dialing (386) 736-5938 or by emailing revenue@volusia.org.

Important dates to remember:

- | | |
|----------|--|
| March 1 | Deadline to file for exemptions for the next tax year. The application is filed with the Volusia County Property Appraiser's office. |
| March 31 | Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral applications for the current tax year. The application is filed with the Volusia County Revenue Division. |
| March 31 | Last day for full payment without penalty. This is also the final day for making partial payments. Unpaid balances become delinquent April 1. |
| April 30 | Deadline for new quarterly installment plan applications for the next tax year. The application is filed with the Volusia County Revenue Division. It is not necessary to reapply if you participated in the plan during the previous tax year and made timely payments. |

Important Payment Information

Please do not staple, tape, or paperclip your payment to this stub.

Verify that the legal written line and the numerical amount of your check match and reflect the exact amount due for the period in which you are paying.

Verify that you have signed the check and that it is made payable to the County of Volusia.

Please use the enclosed return envelope if you choose to mail your payment. If the envelope is not available, please mail to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

Save time, pay online at volusia.county-taxes.com

Online payments are supported through the use of a third-party vendor. The vendor charges and retains a service fee; please visit the website for details.

Using an Online Bill Pay Service

Create a payee for "County of Volusia"

Use the alternate key from the front of the bill for the account number.

Mail payment to:

County of Volusia—Revenue Division
123 W. Indiana Avenue
Room 103
DeLand, FL 32720

10/22/1997 16:10
 Doc stamps 985.95
 (Transfer Amt \$ 98900)
 Instrument # 97177024
Book: 4245
Page: 2512
 Diane M. Matousek
 Volusia County, Clerk of Court

Parcel ID Number: 4244-01-04-0080

Grantee #1 TIN: [REDACTED]

Grantee #2 TIN: [REDACTED]

Warranty Deed

This Indenture, Made this 21st day of
 Walter S. Albright,

October, 1997 A.D., Between

of the County of Volusia, State of Florida, , grantor, and
 Adolph Balboa and Laura-Jean Balboa, husband and wife,

whose address is: P.O. Box 250951, Holly Hill 32125
~~2461 Palm Drive, Daytona Beach, Florida 32114~~

of the County of Volusia, State of Florida, , grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of - - - - -
 - - - - - TEN & NO/100 (\$10.00) - - - - - DOLLARS,

and other good and valuable consideration to GRANTOR in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged, has
 granted, bargained and sold to the said GRANTEEES and GRANTEEES' heirs and assigns forever, the following described land, situate,
 lying and being in the County of Volusia State of Florida to wit:

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map
 recorded in Map Book 2, Page 90, Public Records of Volusia
 County, Florida.

Subject to restrictions, reservations and easements of record,
 if any, which are not reimposed hereby, and taxes subsequent to
 December 31st, 1996.

The subject property is not the constitutional homestead of
 the Grantors.

Subject to a mortgage in favor of Roger C. Willis, dated September 11, 1996
 and recorded on September 12, 1996 in Official Records Book 4138, Page 2372,
 Public Records of Volusia County, Florida, which has a current principal
 balance of \$83,882.50, which the grantees assume and agree to pay.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Rosalee C. Wiggins
 Printed Name: Rosalee C. Wiggins
 Witness

Diane E. Helvey
 Printed Name: Diane E. Helvey
 Witness

Walter S. Albright (Seal)
 Walter S. Albright
 P.O. Address 124 Pine Woods Road, Ormond Beach, FL 32174

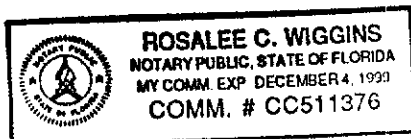
STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 21st day of October, 1997 by
 Walter S. Albright,

who is personally known to me or who has produced his Florida driver's license as identification.

This Document Prepared By:

R. Catherine Wiggins
 Waterside Title Co.
 1092 Ridgewood Avenue
 Holly Hill, FL 32117



Rosalee C. Wiggins
 Printed Name: _____
 NOTARY PUBLIC
 My Commission Expires: _____



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: January 26, 2021
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Volusia County, Florida, Annexing by Voluntary Petition Approximately 1.34 Acres Identified as Parcel Number 4242-40-40-0160 Contiguous to the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2020-O-3032
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

This is a request to annex approximately 1.34 acres of property on the west side of North Nova Road, approximately 400 feet north of LPGA Blvd., and that is more specifically known as 1652 North Nova Road, together with the adjacent rights-of-way of Nova Road and Mistletoe Drive. This application precedes a comprehensive plan amendment (CPA-2020-02) and a rezone (Z-2020-03).

BACKGROUND:

The parcel is located entirely within unincorporated Volusia County and is currently a vacant parcel used for parking by the adjacent business. The applicant purchased the property in 2001 and recently submitted a petition for voluntary annexation.

DISCUSSION:

Florida Statutes Section 171.044 presents the requirements for voluntary annexation. The subject property is contiguous to city limits on the north side, and the annexation will result in a city limit that is reasonably compact and does not create an enclave. Therefore, the request meets the statutory requirements.

This request precedes a request for a comprehensive plan amendment and a rezone. The proposed comprehensive plan map amendment will request Commercial future land use (Holly Hill) which is reasonably consistent with the property's current future land use of Mixed Use Zone (Volusia County). The proposed rezone request will be from I-1 Light Industrial (Volusia County) to CC-1 Commercial Corridor (Holly Hill).

BOARD OF PLANNING & APPEALS RECOMMENDATION

At its meeting on November 2, 2020, the Board of Planning and Appeals voted unanimously to

recommend approval of the request to annex approximately 1.34 acres of property on the west side of North Nova Road, approximately 400 feet north of LPGA Blvd., and that is more specifically known as 1652 North Nova Road, together with the adjacent rights-of-way of Nova Road and Mistletoe Drive.

STAFF**RECOMMENDATION:**

Recommend the City Commission annex approximately 1.34 acres of property on the west side of North Nova Road, approximately 400 feet north of LPGA Blvd., and that is more specifically known as 1652 North Nova Road together with the adjacent rights-of-way of Nova Road and Mistletoe Drive.

ATTACHMENTS:

- Exhibit A - Legal Description (PDF)
- Exhibit B - Location and Property Map (PDF)
- PA Property Info Card (PDF)
- Property Owner (PDF)
- Survey (PDF)

HISTORY:

11/10/20

City Commission

APPROVED AT 1ST READING

Next: 01/26/21

Mayor Via opened public participation. No one spoke.

Mr. Walker informed the Mayor and Commissioners that this annexation will come back for second reading after the first of the year. Mr. Beazley, the applicant, was present to answer any questions the Mayor and City Commissioners may have.

Ordinance No. 2020-3032**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.34 ACRES IDENTIFIED AS PARCEL NUMBER 4242-40-40-0160 CONTIGUOUS TO THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.34 ACRES IDENTIFIED AS PARCEL NUMBER 4242-40-40-0160 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF NOVA ROAD AND MISTLETOE DRIVE; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BB&B Investments Inc., the owner of the real property described herein; and

WHEREAS, the owner has filed, pursuant to Florida Statue 171.044, a petition for voluntary annexation of said property as described in Attachment A into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill has determined all of the property which is proposed to be annexed into the City of Holly Hill, is within an unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, Exhibit A is the legal description of the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, the map attached hereto as Exhibit B shows the property which is proposed to be annexed into the City of Holly Hill.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

(Tax Parcel Number 4242-40-40-0160 and the adjacent rights-of-way of Nova Road and Mistletoe Drive)

LEGAL DESCRIPTION: See Attached Exhibit A.

SECTION 2. The City of Holly Hill City boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 7. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021
for second and final reading.**

ATTACHMENT A

LEGAL DESCRIPTION

THE SOUTHERLY 179.42 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF BLOCK 40, HOPKINS MAP OF FITCH GRANT, AS PER MAP RECORDED IN DEED BOOK "C", PAGE 79, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 40 WITH THE ORIGINAL WESTERLY LINE OF STATE ROAD #415 (A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED); THENCE NORTH 25°43'43" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 280.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1859.86 FEET A CENTRAL ANGLE OF 10°22'30" AND A CORD BEARING OF N30°54'58"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 336.78 FEET; THENCE DEPARTING FROM SAID ORIGINAL RIGHT-OF-WAY S63°59'33"W, A DISTANCE OF

12.83' (WESTERLY AND PARALLEL TO 11TH STREET A DISTANCE OF 331.10 FEET TO A POINT IN THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) TO THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET; A CENTRAL ANGLE OF 04°04'08" AND A CHORD BEARING OF S34°56'47"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 158.57 FEET; THENCE S63°59'33"W, A DISTANCE OF 344.80 FEET TO THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE N25°43'13"W ALONG SAID MISTLETOE DRIVE, 179.42 FEET; THENCE N63°59'33"E A DISTANCE OF 314.72 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD (STATE ROAD 5A) TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET A CENTRAL ANGLE OF 00°35'49" AND A CHORD BEARING OF S37°16'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 23.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 59,390 SQ. FT., 1.36 ACRES

ATTACHMENT A

LEGAL DESCRIPTION

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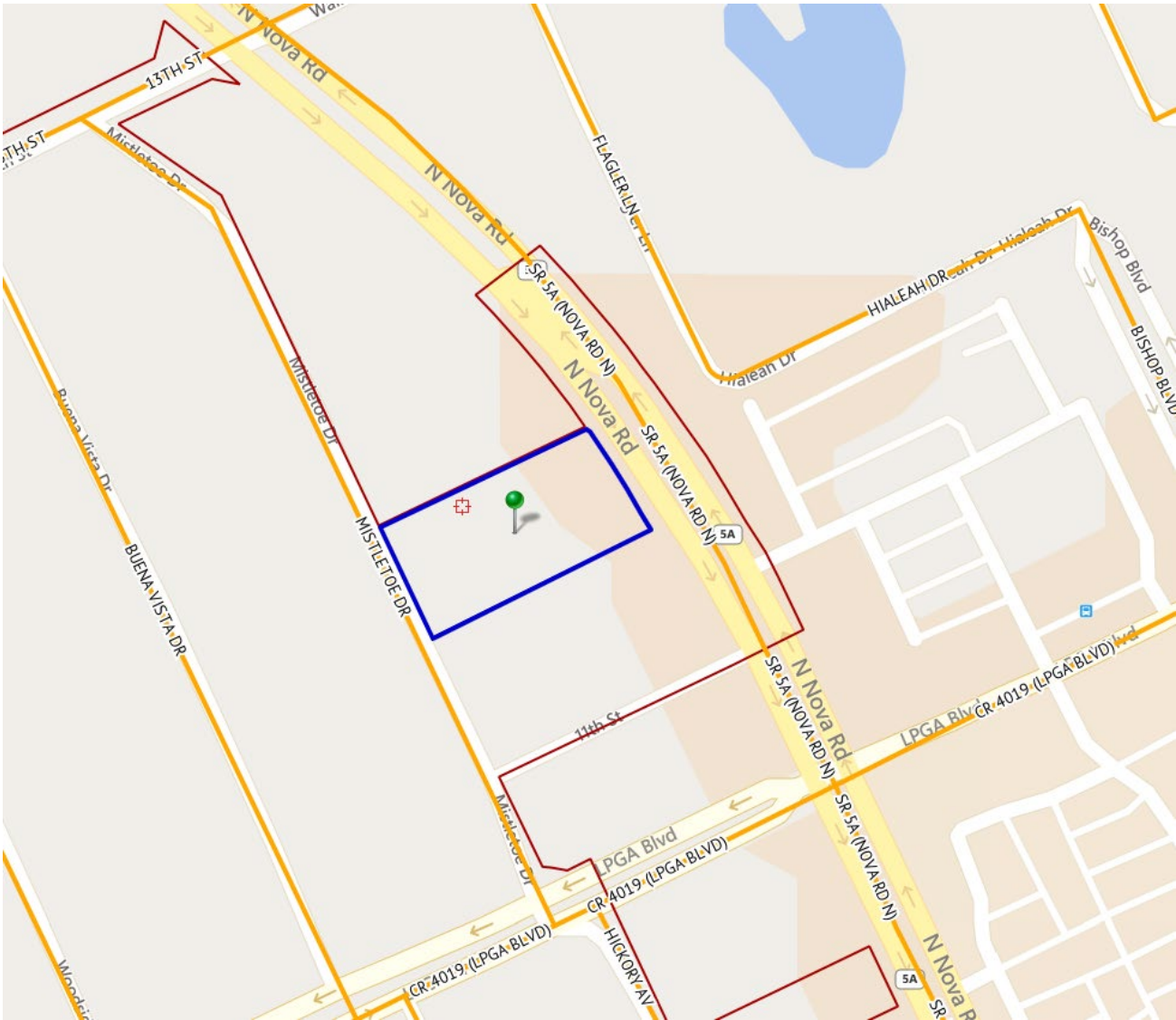
CONTAINING 59,390 SQ. FT., 1.36 ACRES

**EXHIBIT B
AERIAL PROPERTY MAP**



Attachment: Exhibit B - Location and Property Map (2020-O-3032 : Beazley Annexation - 1652 Nova Road)

PROPERTY LOCATION MAP



Altkey: 3199251
B B & B INVESTMENTS INC

Parcel ID: 424240400160
1652 N NOVA RD , DAYTONA BEACH

Parcel

Short Parcel Id 424240400160
Property Location 1652 N NOVA RD, DAYTONA BEACH, 32117
PC Code 4000 - VACANT INDUS
Total Bldgs 1
Neighborhood 7250 - NOVA RD - HOLLY HILL
Business Name
Homestead Property No

Primary Owner

Owner B B & B INVESTMENTS INC

In Care Of
Mailing Address 1670 N NOVA RD

DAYTONA BEACH FL 32117
[Change Mailing Address Online](#)

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	B B & B INVESTMENTS INC		100	FS - Fee Simple

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description N 179.42 FT OF S 617 FT MEAS ON E/L OF LOT 40
HOPKINS FITCH GRANT MB 12 PG 115 E OF MISTLT
DR & W OF NOVA RD MEAS 331.10 FT ON N/L PER OR
5030 PGS 3356
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 40 - 40 - 0160
Date Created 26-DEC-81
Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5030 / 3356	QC-QUIT CLAIM DEED	2003054037	02/15/2003	V	\$105,000
4724 / 2086	WD-WARRANTY DEED	2001162779	07/15/2001	V	\$105,500
4508 / 2279	WD-WARRANTY DEED	1999252468	12/15/1999	V	\$10
3875 / 2369	WD-WARRANTY DEED	1993167161	11/15/1993	V	\$100
2136 / 0085	WD-WARRANTY DEED		01/15/1980	V	\$110,000
1557 / 0730	QC-QUIT CLAIM DEED		03/15/1973	V	\$45,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address
Bing Maps

[CLICK HERE](#)
[CLICK HERE](#)

Attachment: PA Property Info Card (2020-O-3032 : Beazley Annexation - 1652 Nova Road)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

B B & B INVESTMENTS, INC.

Filing Information

Document Number	P00000011066
FEI/EIN Number	59-3619482
Date Filed	01/27/2000
State	FL
Status	ACTIVE

Principal Address

1670 N. NOVA ROAD
DAYTONA BEACH, FL 32117

Mailing Address

1670 N. NOVA ROAD
DAYTONA BEACH, FL 32117

Registered Agent Name & Address

BEAZLEY, CLAYTON EI
1670 N. NOVA ROAD
DAYTONA BEACH, FL 32117

Name Changed: 01/26/2012

Officer/Director Detail

Name & Address

Title D

BEAZLEY, CLAYTON EI
1670 N. NOVA ROAD
DAYTONA BEACH, FL 32117

Title D

BEAZLEY, WANDA M
5 MISNERS TRAIL
ORMOND BEACH, FL 32174

Title D

Attachment: Property Owner (2020-O-3032 : Beazley Annexation - 1652 Nova Road)

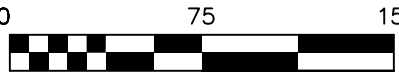
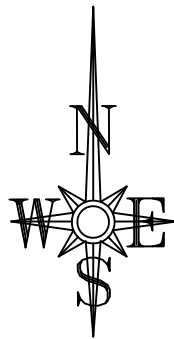
BEAZLEY, RICHARD HII
 3790 CARRICK DR.
 ORMOND BEACH, FL 32174

Annual Reports

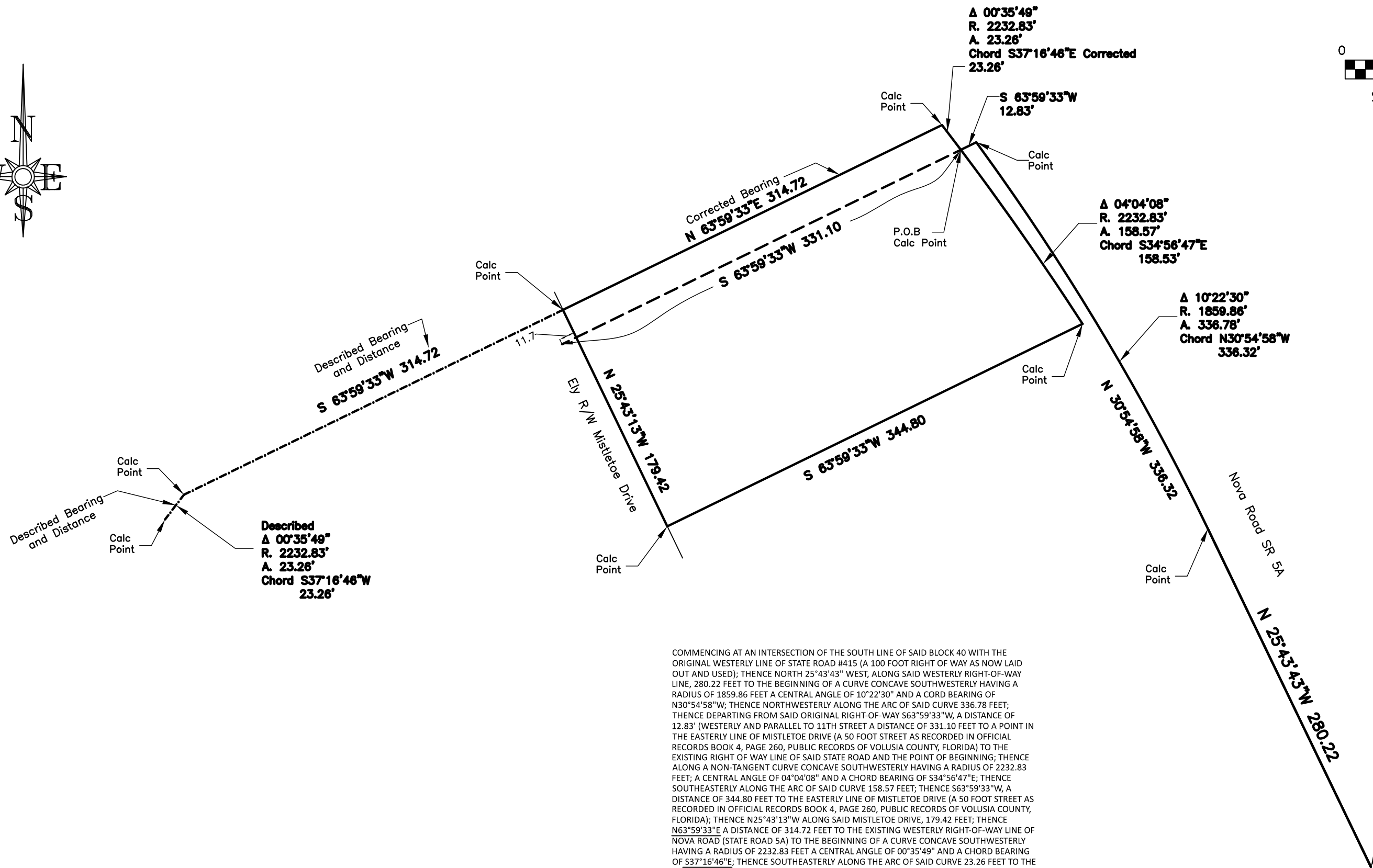
Report Year	Filed Date
2018	01/16/2018
2019	02/19/2019
2020	01/20/2020

Document Images

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01/25/2013 -- ANNUAL REPORT	View image in PDF format
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01/30/2007 -- ANNUAL REPORT	View image in PDF format
01/09/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
02/09/2004 -- ANNUAL REPORT	View image in PDF format
01/14/2003 -- ANNUAL REPORT	View image in PDF format
01/17/2002 -- ANNUAL REPORT	View image in PDF format
01/30/2001 -- ANNUAL REPORT	View image in PDF format
01/27/2000 -- Domestic Profit	View image in PDF format



SCALE : 1" = 75'



COMMENCING AT AN INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 40 WITH THE ORIGINAL WESTERLY LINE OF STATE ROAD #415 (A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED); THENCE NORTH 25°43'43" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 280.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1859.86 FEET A CENTRAL ANGLE OF 10°22'30" AND A CORD BEARING OF N30°54'58"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 336.78 FEET; THENCE DEPARTING FROM SAID ORIGINAL RIGHT-OF-WAY S63°59'33"W, A DISTANCE OF 12.83' (WESTERLY AND PARALLEL TO 11TH STREET A DISTANCE OF 331.10 FEET TO A POINT IN THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) TO THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET; A CENTRAL ANGLE OF 04°04'08" AND A CHORD BEARING OF S34°56'47"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 158.57 FEET; THENCE S63°59'33"W, A DISTANCE OF 344.80 FEET TO THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE N25°43'13"W ALONG SAID MISTLETOE DRIVE, 179.42 FEET; THENCE N63°59'33"E A DISTANCE OF 314.72 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD (STATE ROAD 5A) TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET A CENTRAL ANGLE OF 00°35'49" AND A CHORD BEARING OF S37°16'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 23.26 FEET TO THE POINT OF BEGINNING.

Calc Point
Intersection of the
South Line Block 40
w/ The original
Right of Way Line of
SR 5A

MMYER LAND SURVEYING, INC.

LICENSED BUSINESS #6877

MICHAEL M. MYER #LS 4006

PROFESSIONAL LAND SURVEYOR

316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117

386 255-6304 Phone 386 255-6306 Fax

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 75'		AJS	MMM	11/04/20



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: January 26, 2021
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1088 10Th Street Having Parcel Number 4244-01-04-0080 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Umi (Urban Medium Intensity) to Medium Density Residential; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2021-O-3033
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from UMI (Urban Medium Intensity) (Volusia County) to MDR (Medium Density Residential) (Holly Hill) and an Ordinance enacting a Rezone from R-5 (Urban Single-Family Residential) (Volusia County) to R-6 (Low Density Multifamily Residential District) (Holly Hill) for approximately 9.4 acres located on the northeast corner of the intersection of 10th and Vine Streets and more specifically known as 1088 10th Street; (CPA-2020-01) and (Z-2020-02) (Glenn D. Storch, Applicant).

BACKGROUND:

The Applicant has petitioned for the subject property to be annexed into the City of Holly Hill. At its regular meeting on November 10, 2020, the City Commission voted unanimously, at first reading, to approve the annexation. It is anticipated that the annexation request will be heard for second and final reading in January 2021. Should the annexation be approved, the property will need to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a small scale future land use amendment from Volusia County's future land use designation of UMI (Urban Medium Intensity) to Holly Hill's designation of MDR (Medium Density Residential). A Rezone from the County's R-5 (Urban Single-Family District) to the City's R-6 (Low Density Multifamily Residential District) is also being requested. Property Appraiser records indicate the property was originally developed with a 1,608 square foot residential structure in 1958.

PROJECT**INFORMATION:**

Size of Property: The property is 9.418 Acres +/-

Legal Description: Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12" W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N 64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S 25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S 64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet thereof.

Containing 410,263.56 square feet (09.418 ± acres)

Parcel Identification Number: 4244-01-04-0080 per Property Appraiser. (Exhibit A)

General Location: The property is generally located on the northeast corner of the intersection of 10th and Vine Streets and is more specifically known as 1088 10th Street. (Exhibit B)

Frontage: The property has approximately 650 feet of frontage along 10th Street and 650 feet of frontage along Vine Street. Only about 250 feet of Vine Street along the property's frontage, is cut and open for traffic.

Access: Street and vehicular access will be provided via public and/or private rights-of-way (ROW).

Aerial Photography: (Exhibit C)

Existing Development: The property is currently developed with a single-family home.

Future Land Use Designation: The current FLU designation is UMI (Urban Medium Intensity) and the proposed FLU designation is MDR (Medium Density Residential). (Exhibit D)

Zoning: Current Zoning is R-5 (Urban Single-Family District) and the proposed Zoning is R-6 (Low Density Multi-Family Residential District). (Exhibit E).

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, there are no floodplains on the subject property. (Exhibit F)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are approximately 2.7 acres of wetlands on the subject property. (Exhibit G)

Buffers: Upon development, landscaped buffers along property lines that will be required.

Wellfield Protection Zones: Parcel is not within a Wellfield Protection Zone.

Environmental: Most of the property is within the Gopher tortoise Overlay.

ZONING AND LAND USES:

To see the zoning districts and future land uses that surround the subject parcel, see Table 1 on the attached sheet labeled “**Zoning and Impact Tables.**”

SITE ANALYSIS:

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of the infrastructure impacts. For considering a change of land use, an analysis of the maximum development potential is required. Impacts to traffic, potable water and waste water are shown in Tables 2 and 3 of the attached sheet labeled “**Zoning and Impact Tables.**”

Urban services necessary to serve this site and the concurrency process require that adequate capacity be available for new development prior to the approval of final development orders. The current future land use designation of UMI (Urban Medium Intensity) allows up to 8 dwelling units an acre. The proposed future land use of MDR (Medium Density Residential) allows up to 19 dwelling units per net buildable acre.

Water: With a processing capacity of 2.3 MGD, the City’s potable water treatment plant has sufficient capacity to accommodate the density increase permitted under the proposed future land use designation. The current maximum daily flow is 1.3 MGD. Development will be required to connect.

Sewer: The waste water treatment plant servicing this site has the capacity to service 3.0 MGD. Currently the plant services 1.85 MGD. The anticipated amount of wastewater to be generated by the increased density is 70,704 gallons per day. Therefore, the plant has sufficient capacity to accommodate the increase anticipated by proposed future land use designation. Development will be required to connect.

Transportation: The proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use.

Schools: A School Adequate Capacity Determination letter is provided and attached.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052.

Stormwater Management: Any development will require an engineered drainage plan to demonstrate that all government and agency regulations are being met with regard to stormwater management.

CONSISTENCY WITH URBAN SPRAWL RULE:

Section 163.3177(6)(a)(9)(b), Florida Statutes, states that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida

Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not represent leapfrog development or premature development, and in general promotes efficiency in the use of urban services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for medium density residential development, at 19 dwelling units per net buildable acre.

Any development on the subject parcel will occur within this limitation.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

Any proposed development will be consistent with the comprehensive plan. The development will be served by a full range of public services and the proposed amendment will not result in a decline to any established levels of service.

- Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

The current FLU allows up to 8 dwelling units per acre for a total of 75 units while the requested FLU would allow up to 19 dwelling units per net acre. Therefore, the applicant has provided data and analysis demonstrating that any impacts created by the increased density can be accommodated.

The location of the request for increased density raises the issue of compatibility. Compatibility can be achieved in ways other than identical densities between properties. For example, compatibility between the existing neighborhood and the potential multifamily development, may be achieved via the application of performance standards such as buffering, enhanced setbacks, landscaping, tree preservation, walls, etc.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

The amendment promotes the development of the vacant parcel by requesting an increase in the permitted density.

Policy 2.1.2 - Future land use designations, requests for rezoning, and development approval shall be coordinated with the availability of adequate facilities and services including, but not limited to, schools, roads, solid waste collection, stormwater management, fire and police protection, emergency medical services, potable water and sanitary sewer services, parks and recreation, cultural facilities, telephone and electric service, general public administration, and evacuation facilities.

Chapter 3 - Housing Element

- Policy 1.1.4 -Land use plan amendments which increase density shall occur in areas with few environmental constraints and where adequate public infrastructure and services exist.

The proposed location does have some wetlands and will be required to undergo an environmental study prior to development. The site is located approximately 600 feet from a principal arterial road and less than a 5 minute walk to bus stops. As demonstrated in the facility demand analysis, there is sufficient capacity with regard to increased demand on public infrastructure.

- Policy 1.7.1 - The City shall ensure, through the Land Development Regulations, the availability of safe and adequate housing units of different types, sizes and price ranges to meet the needs of all current and future residents.

The proposed amendment with allow single-family homes, duplexes, townhomes and multi-family units.

Staff finds that the requested small scale future land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve any increased demand on facilities and infrastructure created by the requested amendment.

Appropriateness of the Requested Zoning Category

The zoning categories surrounding the parcel under review are varied. On the north and west is R-5. The stated purpose of this zoning classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods. On the south is MH-5 which is intended to provide medium-density areas for mobile home subdivisions. On the east are R-7 and commercial designations. The R-7 classification is to provide for multifamily residential living where high-density residential developments exist or are proposed.

The requested zoning of the parcel is R-6. The intent of the R-6 zoning districts is to: (1) Encourage the construction of low density, low-rise garden-type apartments on relatively large tracts of land; (2) Require the preparation and approval of detailed site, landscaping, drainage, traffic and parking plans, as part of an overall development concept; (3) Establish a greater ratio

of open space to building area; and (4) Achieve an aesthetic relationship between buildings, yards, parking areas, common open space and adjacent properties.

The R-6 zoning district permits multifamily development, but restricts the density of development on the site to 12 dwelling units per net buildable acre. Although more dense than what is currently permitted on the property, this density is compatible with the surrounding residential zoning categories that all have medium or high density development as part of their stated purpose. The R-6 zoning category is compatible with the MDR future land use designation.

Any development on the site will comply with the requirements of the City's Land Development Regulations and be consistent with the general intent of such regulations as stated in Sec. 78-5.

Board of Planning and Appeals Recommendation

At its regular meeting on January 4, 2021, the Board of Planning and Appeals voted unanimously to recommend that the City Commission adopt the proposed Ordinances enacting a Small Scale Future Land Use Map Amendment from UMI (Urban Medium Intensity) (Volusia County) to MDR (Medium Density Residential) (Holly Hill) and a Rezone from R-5 (Urban Single-Family Residential) (Volusia County) to R-6 (Low Density Multifamily Residential District) (Holly Hill).

Staff Recommendation

Adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from UMI (Urban Medium Intensity) (Volusia County) to MDR (Medium Density Residential) (Holly Hill) and adopt an Ordinance enacting a Rezone from R-5 (Urban Single-Family Residential) (Volusia County) to R-6 (Low Density Multifamily Residential District) (Holly Hill) for approximately 9.4 acres located on the northeast corner of the intersection of 10th and Vine Streets and more specifically known as 1088 10th Street.

ATTACHMENTS:

- Application (PDF)
- Exhibit A - Info. Card (PDF)
- Exhibit B - Location Map (PDF)
- Exhibit C - Aerial Map (PDF)
- Exhibit D - Current and Proposed FLU (PDF)
- Exhibit E - Current and Proposed Zoning (PDF)
- Exhibit F - FEMA Map (PDF)
- Exhibit G - Wetlands (PDF)
- Landfill Capacity - Solid Waste (PDF)
- Non-Traffic Impacts (PDF)
- School Capacity Letter (PDF)

- Trip Generation (PDF)
- Volusia County R-5 Current Zoning - Urban Single-Family Residential (PDF)
- Holly Hill R-6 Proposed Zoning - Low Density Multifamily Residential District (PDF)
- Surrounding Zonings (PDF)
- Survey and Legal (PDF)
- Zoning and Project Impact Tables (PDF)
- UMI vs MDR FLU Comparison (PDF)

HISTORY:

01/12/21

City Commission

APPROVED AT 1ST READING

Next: 01/26/21

Brian Walker, City Planner briefly discussed his staff report to the Mayor and City Commissioners. Attorney Simpson read both Ordinance titles into the record and informed the Mayor and Commissioners that they will be voting on them individually. Mr. Walker discussed both Ordinances 3033 and 3034 as one agenda item.

Mayor Via opened public participation. No one spoke.

*Commissioner Johnson made a motion to **APPROVE FIRST READING OF ORDINANCE 3033, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1088 10th STREET**, seconded by Commissioner Currie.*

PASSED, 5-0.

*Commissioner Johnson made a motion to **APPROVE FIRST READING OF ORDINANCE 3034, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM R-5 TO R-6**, seconded by Commissioner Currie.*

PASSED, 5-0.

Ordinance No. 2021-3033

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1088 10TH STREET HAVING PARCEL NUMBER 4244-01-04-0080 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM UMI (URBAN MEDIUM INTENSITY) TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 3033

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1088 10TH STREET HAVING PARCEL NUMBER 4244-01-04-0080 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM UMI (URBAN MEDIUM INTENSITY) TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcel identified as 1088 10TH Street having parcel number 4244-01-04-0080 as described in Attachment “A”, as Medium Density Residential.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 3. The proposed amendment will not become final until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 6. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on the 26th day of JANUARY, 2021
for second and final reading.**

ATTACHMENT “A”

LEGAL DESCRIPTION - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida.

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12" W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N 64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S 25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S 64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet thereof.

Containing 410,263.56 square feet (09.418 ± acres)



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

HOLLY HILL RECEIVED

MAY 27 2020

COMM. DEV. DEPT.

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: 5/27/2020 Application ID: _____ Submitted By: GS

PROJECT INFORMATION:

PROJECT NAME: Balboa Annexation, Rezoning and Future Land Use Amendent
 PARCEL ID #(S): 4244-01-04-0080
 LOCATION: 1088 10th Street, Daytona Beach, FL 32117-3209
 EXISTING USE(S): Vacant Property
 PROPOSED USE(S): Future Residential
 TOTAL ACREAGE: +/- 10.1
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: County R-5 PROPOSED ZONING: City R-6
 CURRENT FUTURE LAND USE: County UMI PROPOSED FUTURE LAND USE: City MDR

APPLICANT INFORMATION:

Name: Glenn D. Storch, Storch Law Firm E-Mail: glenn@storchlawfirm.com
 Address: 420 South Nova Road, Daytona Beach Phone: 386-238-8383
 Company: Storch Law Firm Fax: 386-238-098
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Adolph Balboa E-Mail: Same as Applicant
 Address: Same as Applicant Phone: Same as Applicant
 Fax: Same as Applicant

CONSULTANT INFORMATION:

Name: Same as applicant E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: Application (2021-O-3033 : 1088 10Th Street (Comprehensive Plan Amendment and Rezone))



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

☒ APPLICANT ☐ OWNER ☐ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☒ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☒ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☐ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

*THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☒ A CD OF ALL ITEMS SUBMITTED
- ☒ APPLICATION
- ☒ APPLICATION FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☒ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☒ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)
- ☐ PRELIMINARY DEVELOPMENT PLAN (PD REZONE ONLY - SEE CODE SEC. 114-771)

Applicant's Signature: _____

(Signature)

5/26/20

(Date)

Glenn D. Storch

(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org



HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9424 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Adolph Balboa, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 4244-01-04-0080 hereby affirm that Storch Law Firm is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

- ☐ Arbor Permit
 ☐ Special Exception
 ☐ Variance
 ☐ Development Plan
☐ Special Event Permit
 ☐ Vacate
 ☐ Sign
 ☒ Rezone/Comp Plan Amendment
☒ Other Annexation

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

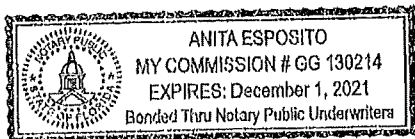
March 10, 2020
Date

Adolph Balboa
Owner's Signature

ADOLFO BALBOA
Owner's Name

STATE OF FLORIDA
COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Adolph Balboa, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 10th day of March, 2020.



Anita Esposito
NOTARY PUBLIC

Attachment: Application (2021-O-3033 : 1088 10Th Street (Comprehensive Plan Amendment and Rezone))

EXHIBIT "A"

Altkey: 3218361 Parcel ID: 424401040080
 BALBOA ADOLPH 1088 10TH ST , DAYTONA BEACH

Parcel

Short Parcel Id 424401040080
 Property Location 1088 10TH ST, DAYTONA BEACH, 32117
 PC Code 0100 - SINGLE FAMILY
 Total Bldgs 1
 Neighborhood 2716 - OLD KINGS/LEON/DAVID/PALM/LPGA
 Business Name
 Homestead Property No

Primary Owner

Owner BALBOA ADOLPH

In Care Of

Mailing Address PO BOX 250951

HOLLY HILL FL 32125

[Change Mailing Address Online](#)

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	BALBOA ADOLPH		100	TE - Tenancy in the Entirety
1	BALBOA LAURA-JEAN		100	TE - Tenancy in the Entirety

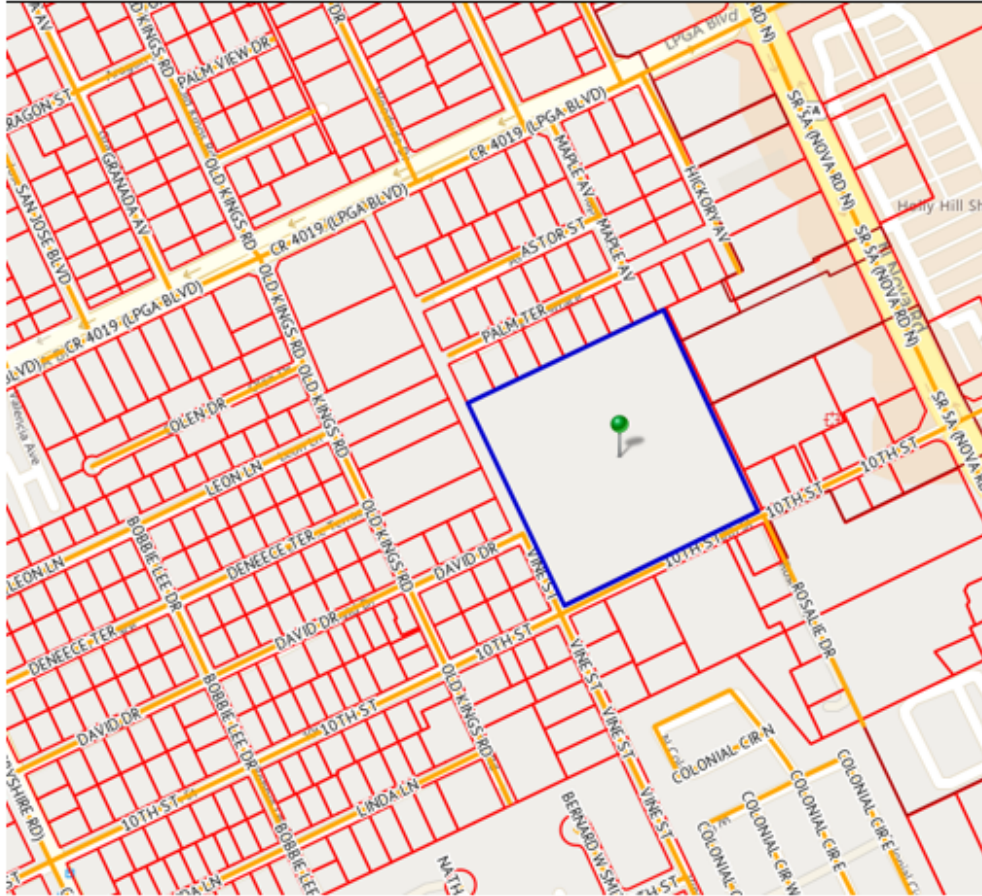
Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
 Legal Description LOT 8 BLK 4 M & C HOLLY HILL MB 2 PG 90 PER OR 4245 PG 2512
 Map TWP-RNG-SEC 14 - 32 - 44
 Subdivision-Block-Lot 01 - 04 - 0080
 Date Created 27-DEC-81
 Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
5030	VOLUSIA COUNTY STORMWATER	1.00	\$72.00	\$72.00
5050	VOLUSIA COUNTY GARBAGE	1.00	\$255.00	\$255.00

EXHIBIT "B"



Location Map

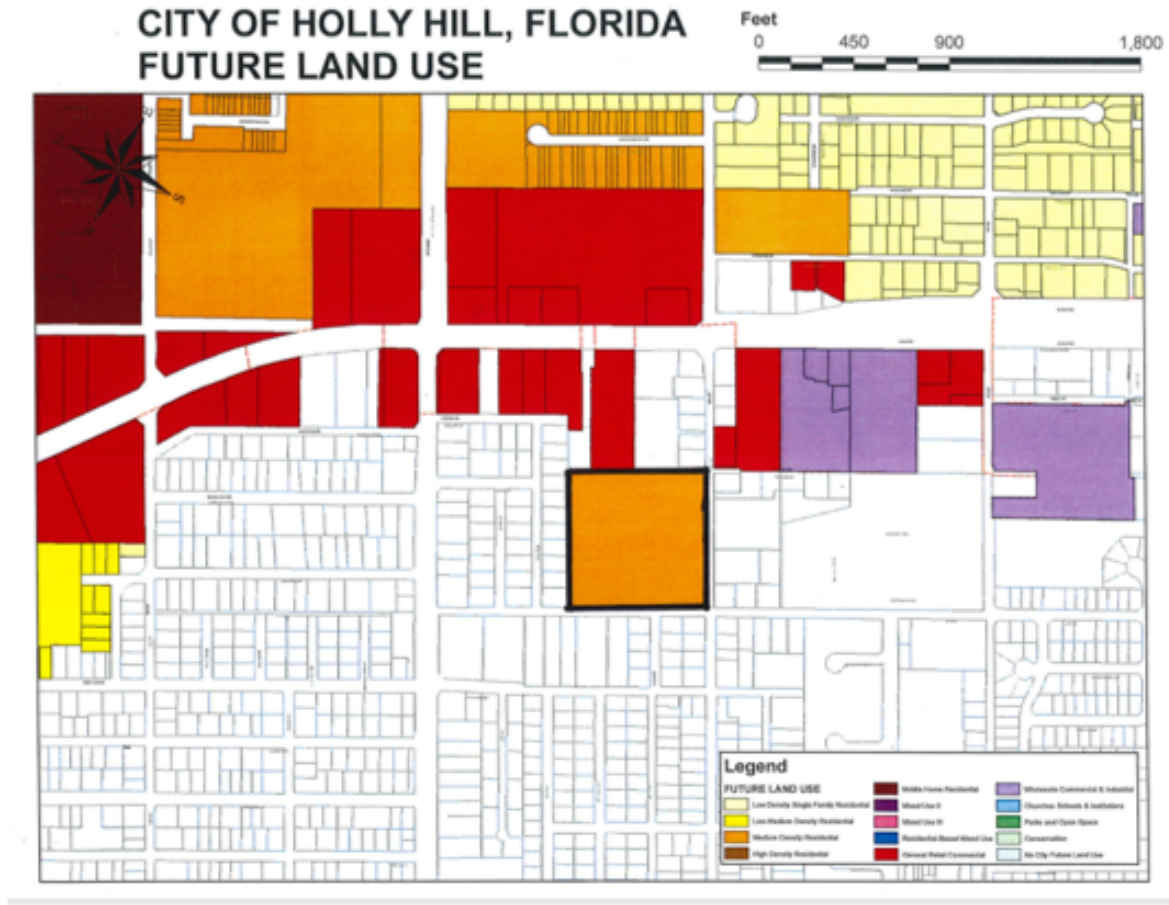
EXHIBIT "C"



Aerial Map

EXHIBIT "D"

Current FLU - UMI

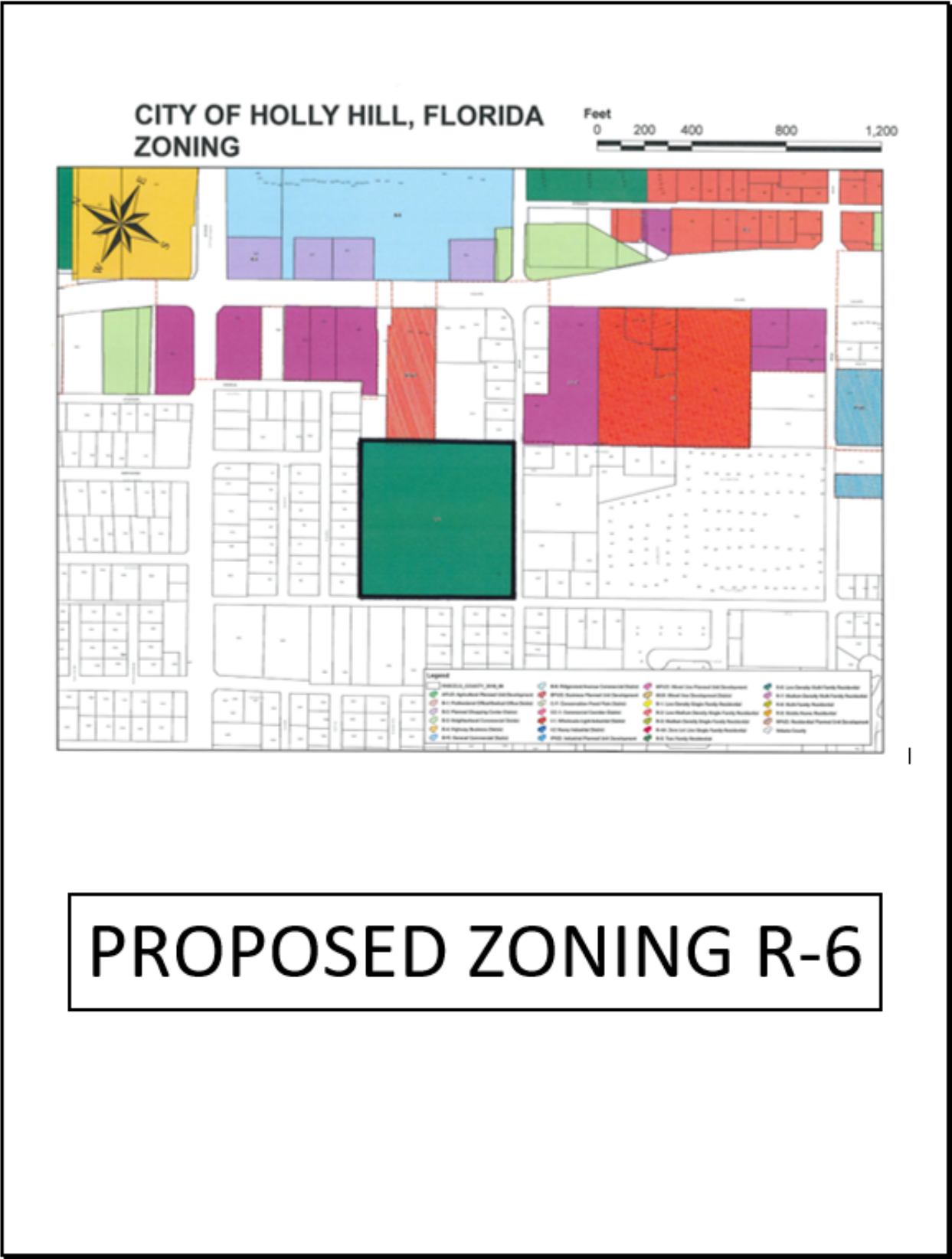


PROPOSED FLU - MDR

EXHIBIT "E"

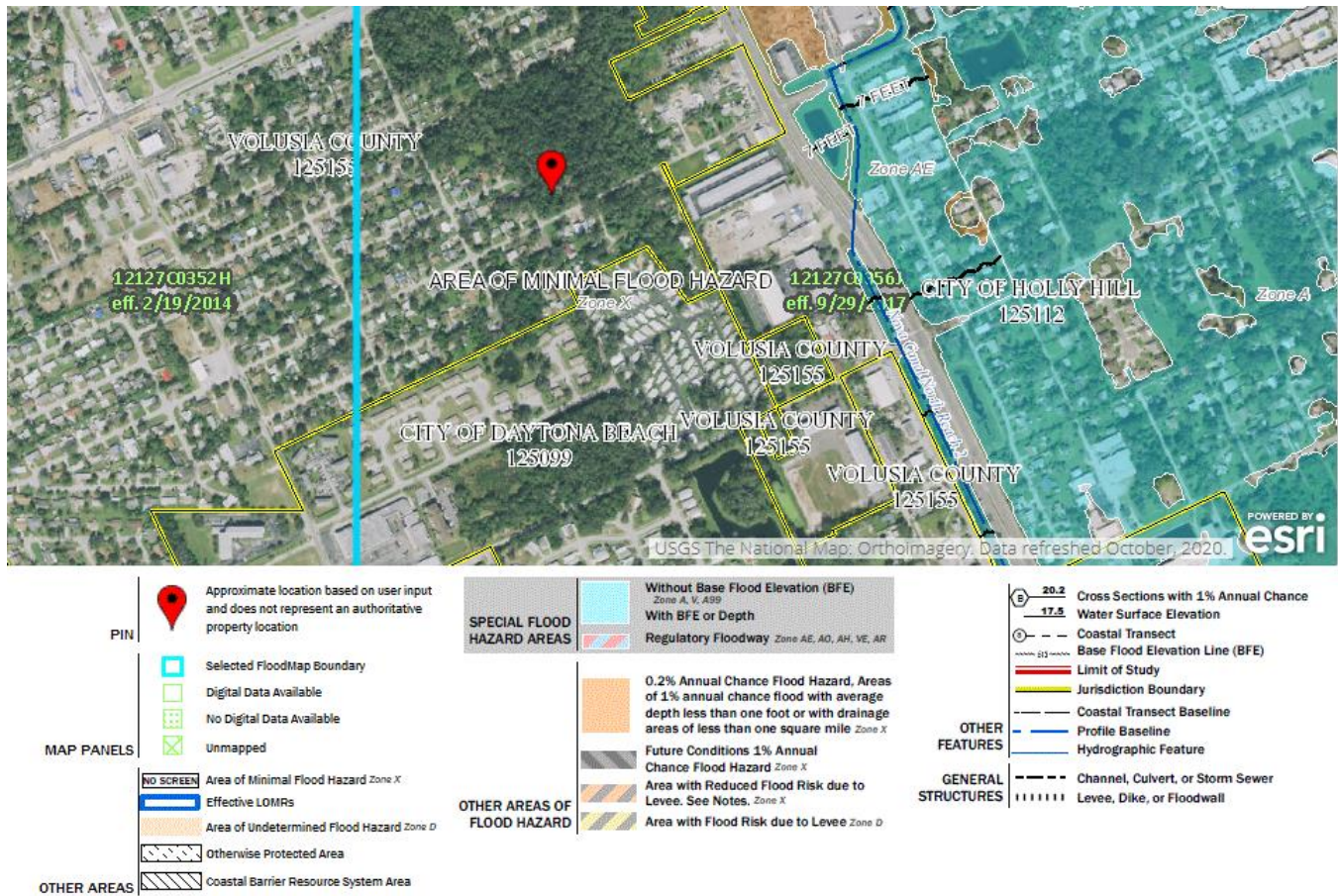


Current Zoning R-5



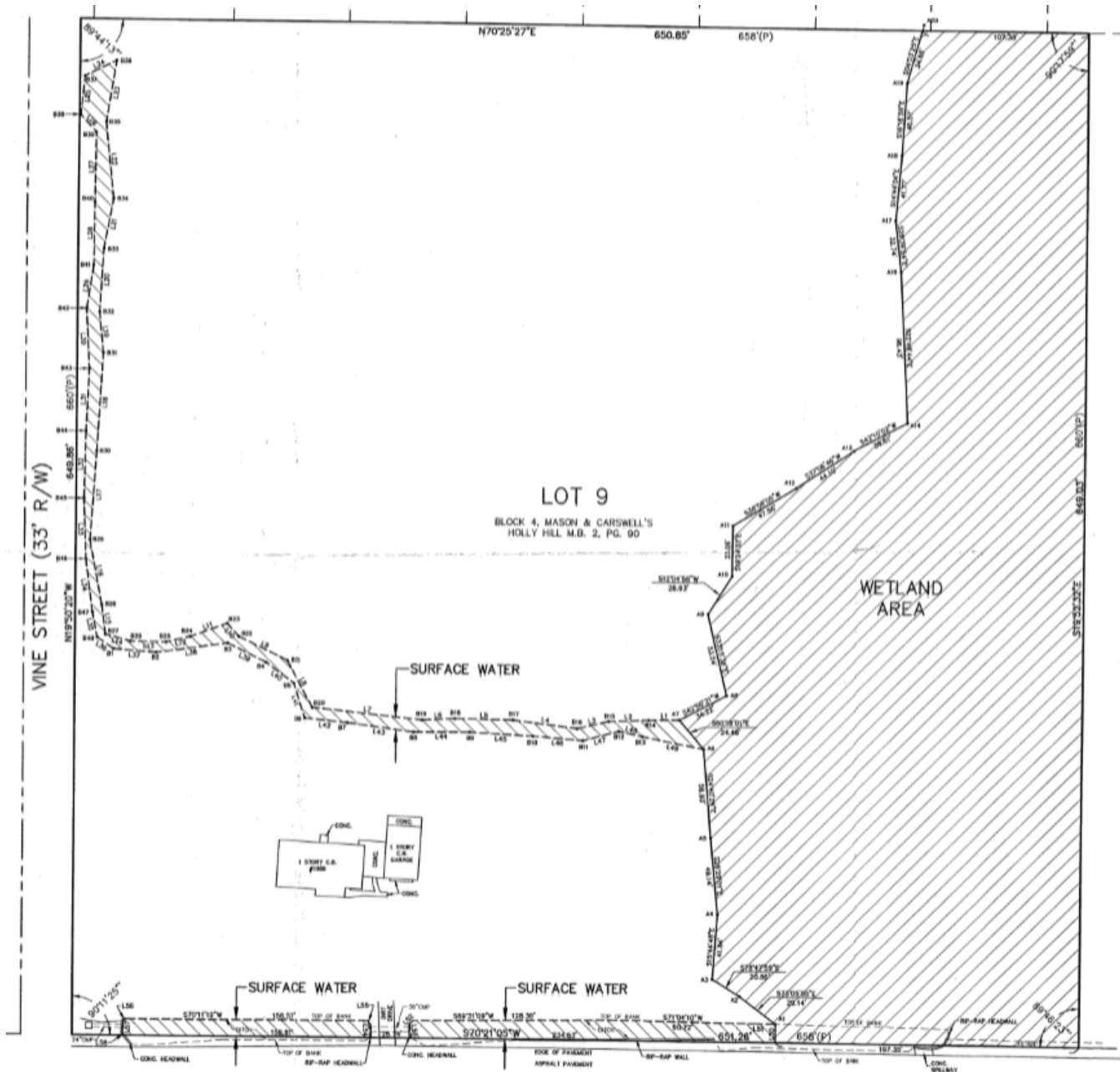
PROPOSED ZONING R-6

EXHIBIT "F"



FEMA Map

EXHIBIT "G"



Wetlands



October 14, 2020

Mr. Matthew West, AICP
LTG Engineering & Planning
1450 West Granada Blvd., Suite 2
Ormond Beach, FL 32174

Reference: Volusia County Landfill Capacity

Dear Mr. West:

Enclosed is the Solid Waste Division Engineer of record document, certifying that the landfill has adequate disposal capacity for developments remaining within projected population growth levels through April 2029.

Future landfill disposal areas on site have been identified to provide disposal capacity through 2052.

If you have any questions, please advise.

Sincerely,

Kendra Hively
Activity Project Manager

ADM-21-101

cc: Regina Montgomery, Solid Waste Director



October 08, 2020

Dale Melton
 Permitting and Waste Cleanup Program – Central District
 Florida Department of Environmental Protection
 Orlando, Florida 32803-3767

Re: Annual Remaining Capacity and Site Life Report
 Tomoka Farms Road Solid Waste Management Facility
 ID# 27540

Dear Mr. Melton,

On behalf of the Volusia County Solid Waste Division, HDR Engineering, Inc. is hereby submitting this annual estimate of remaining capacity for the Tomoka Farms Road Solid Waste Management Facility in accordance with 62-701.500(13)(c), FAC.

The following table presents the calculated remaining capacity and estimated site life as of March 4, 2020:

	Remaining Disposal Capacity (cubic yards)	Closure Date
North Cell Class I Landfill including Phase III Area 4	3,785,563	April 2029
Class III Landfill	2,970,555	March 2034

- Notes:
1. Remaining disposal capacity is based on as-built conditions, topographic survey flown on March 4, 2020 and final grades developed by HDR for North Cell Class I Landfill (including Phase III Area 4 expansion). This above capacity does not include volume for final cap.
 2. Closure date is based on average per capita utilization rates from past seven years and population projections from the Office of Economic and Demographic Research (EDR).
 3. The North Cell Phase III, Area 4 Expansion was constructed and certified in March 2020 by the FDEP for disposal.

Please contact me if you have any questions or comments at (904) 598-8979.

Sincerely,

HDR Engineering, Inc.



Mark Roberts, P.E.
Project Manager

cc: Regina Montgomery, Volusia County Solid Waste Division
Jennifer Stirk, Volusia County Solid Waste Division
Kendra Hively, Volusia County Solid Waste Division

Balboa Property Annexation
Non-Traffic Impact Assessment
LTG, Inc.

	Designation	Potential Development Yield (dwelling units)*	Persons Per Household ¹	Potential Population	City Adopted Level of Service ²				
					Potable Water (100 gpd per capita)	Wastewater (144 gpd per capita)	Solid Waste Collection (6 lbs per capita/day)	Solid Waste Landfill (8.6 lbs per capita/day)	Stormwater
Existing Zoning	County R-5	66	2.43	160	16,000	23,040	960	1,376	New development or redevelopment, first inch of rainfall shall be retained; Discharge hydrograph for post development conditions shall be maintained within 10 percent, in terms of peak flow and total volume, of the predevelopment conditions; peak discharge from post development conditions shall not exceed peak discharge from pre-developed conditions for 100-year frequency storm of 24 hour duration. Existing development, treatment of the first inch of runoff shall be required on sites of less than 100 acres
Proposed Zoning	City R-8	202	2.43	491	49,100	70,704	2,946	4,223	
Existing Future Land Use	County UMI	81	2.43	197	19,700	28,368	1,182	1,694	
Proposed Future Land Use	City MDR	202	2.43	491	49,100	70,704	2,946	4,223	

*Based on separate analysis in Traffic Technical Memorandum

¹ Source: US Census American Communities Survey

² Source: City of Holly Hill Capital Improvements Element, 2010 Comprehensive Plan





Dr. Carmen Balgobin
Superintendent of Schools

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Ms. Jamie M. Haynes, Vice-Chairman
Mr. Carl Persis
Mr. Ruben Colón
Mrs. Anita Burnette

**School Adequate Capacity Determination
Finding of Adequate Capacity Letter**

December 14, 2020

Storch Law Firm
Glenn D. Storch
420 Nova Road
Daytona FL. 32114

RE: Balboa Annexation – Holly Hill (Amendment of units)
School Capacity Review #20-08-14-001-A

Dear Mr. Storch:

The County Charter requires any Comprehensive Plan Amendment or Rezoning allowing increased residential density be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

The School District has reviewed the information for the proposed annexation of Balboa associated with 9.7 +/- acres of property located at the intersection of 10th St. and Nova Rd within the city limits of Holly Hill. Proposed amendment would provide for one hundred and seventy-nine (179) multi-family units.

The district uses county wide Student Generation Rates (SGRs) of (.127) for multi-family dwelling units. By applying the SGR to the use types in Table 1, we find the project could generate twenty-three (23) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multifamily Dwelling Unit	.127	179	22.73
Manufactured Home Dwelling Unit	.047	0	0
Total			23

FACILITIES SERVICES
3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 • FAX: 386/506-5056
An Equal Opportunity Employer

Attachment: School Capacity Letter (2021-O-3033 : 1088 10Th Street (Comprehensive Plan Amendment and Rezone))

Balboa Annexation – Holly Hill
December 14, 2020

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2. The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

Table 2

Schools	2019-20 SY Enrollment	% of Permanent Capacity	Plans for capacity increase long-term	Traditional K-12 Students projected
Westside Elementary	626	96%	no	10
Campbell Middle	925	79%	no	6
Mainland High	1854	85%	no	7
Other				0

The project is not projected to increase the student population greater than 100% of capacity. Based upon these long-term plans for growth, the school district has no objections to the proposed Comp Plan Amendment and PD.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at that time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No Student Reservations have been made at this time.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

If you should have additional questions please contact me at (386) 947-8786, extension 50806.

Sincerely,



Stephanie B. Doster,
Coordinator, Planning

Cc: Dr. Carmen Balgobin, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Brian Walker, Holly Hill
Kiersta Hill, Volusia County School Board Project File

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3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 • FAX: 386/506-5056
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Finding of Adequate School Capacity Volusia County School Board

Project Information	
Project Name	Balboa Annexation (Amendment of Units)
VCSB Project #	#20-08-14-001-A (Date Originally signed 8-21-2020)
Jurisdiction Project#	
Parcel ID Numbers:	4244-01-04-0080
Project Location:	1088 10 th St. Daytona Beach FL 32117
Potential Residential Units:	179
Property Owner/Applicant:	Adolph and Laura-Jean Balboa - Owner Glenn D. Storch -Storch Law Firm - Agent
Notes: Additional review will be required at time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, may be subject to additional school capacity review in the future.

Stephanie B. Doster,
Coordinator, Planning

11Dec2020
Issue Date

**Volusia County School Board
School Planning and Concurrency Application
Local Jurisdiction Form**



This portion of the application must be filled out and signed by the local government staff. Local government is responsible for verifying the number of units permitted and the requested change in number of units.

Land Use Designation:	Current <u>UMI</u>	Proposed <u>MDR</u>
Zoning Classification:	Current <u>R-5</u>	Proposed <u>R-6</u>
Number of Units by Type If the request is for Subdivision/ Site plan approval – Verify the # of units requested below	SF Permitted _____ Additional Requested _____ Total _____ MF Permitted <u>75</u> Additional Requested <u>104</u> Total <u>179</u> CONDO Permitted _____ Additional Requested _____ Total _____ TWNHM Permitted _____ Additional Requested _____ Total _____ MH Permitted _____ Additional Requested _____ Total _____	
Unit Total:		
Unit Type:		

Comments:

Brian Walker
Community Development
Director

Local Government Reviewer's Signature and title

12-9-2020
Date

Affected Local Government(s)		
<u>Volusia County</u>		
<u>Daytona Beach</u>		

Via email: cebbets@ebbetlaw.com

Ref: 5047.01

TECHNICAL MEMORANDUM

To: Adolph Balboa
From: Matthew West, AICP
Subject: Balboa Property Annexation - Comprehensive Plan Amendment Trip Generation Analysis
Holly Hill, FL
Date: April 1, 2020

INTRODUCTION

LTG, Inc. (LTG) has been retained by Adolph Balboa to conduct traffic engineering and transportation planning services on behalf of the proposed comprehensive plan amendment (CPA) for the Balboa property annexation. The proposed future land use CPA will change the future land use designation of a 10.1-acre property from the Volusia County Urban Medium Intensity (UMI) land uses to the City of Holly Hill future land use (FLU) of Medium Density Residential (MDR). The subject property is located south of LPGA Boulevard and West of Nova Road in Holly Hill, Florida.

The methodology and procedures used in this analysis are consistent with the guidelines for the City, the River to Sea Transportation Planning Organization (TPO), the Florida Department of Economic Opportunity (FDEO), and the Florida Department of Transportation (FDOT).

GROSS TRIP GENERATION FOR THE EXISTING VS PROPOSED FLU DESIGNATION

The gross daily trips and p.m. peak hour two-way trips for the current and proposed land uses are listed in Table 1. The trip generations were determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 10th Edition. First, the existing development FLU of Volusia County Urban Medium Intensity (UMI) was examined. The UMI land use has an allowable density of 8 dwelling units per acre, permitting a maximum development program of approximately 81 dwelling units. The ITE land use Single Family Residential (ITE land use code 210) was used as the highest trip-generating use allowed within the UMI land use designation. For the existing FLU, there will potentially be 855 daily trips and 83 p.m. peak-hour trips.

Next, the maximum development potential of the requested redevelopment FLU of Medium Density Residential (MDR) was examined. The MDR use permits an allowable density of 20 dwelling units per acre, permitting a maximum development program of approximately 202 dwelling units for the 10.1-acre property. The land use Mid Rise Multifamily Residential (ITE land use code 221) was used as the highest trip-generating use allowed under the MDR designation. For the proposed FLU, exhibited in Table 1, there would potentially be 1,099 daily trips and 89 p.m. peak-hour trips.

Table 1
Existing and Proposed FLU Gross Trip Generation
Balboa Property Annexation - CPA

FLU Designation		Time Period	Land Use	ITE LUC	Trip Rate Equation		Quantity		Total Trips	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting
Existing	Urban Medium Density (County)	Daily	Single Family Residential	210	Ln(T) = 0.92Ln(X)+2.71		81	DU	855	50%	50%	428	428
		Ln(T) = 0.96Ln(X)+0.2			83	63%			37%	52	31		
Proposed	Medium Density Residential (City)	Daily	Mid Rise Multifamily	221	T=5.45(X)-1.75		202	DU	1,099	50%	50%	550	550
		T=0.44(X)			89	61%			39%	54	35		
Difference in Daily Trips: +244													
Difference in PM Peak-Hour Trips: +6													

As exhibited in Table 1, the trip difference between the proposed future land use and the existing future land use designation is determined by subtracting potential trips generated by the existing UMI designation from the potential trips generated by the proposed MDR. This results in a potential trip increase of 244 average daily trips and 6 p.m. peak-hour trips.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West

Signature: 

Date: April 1, 2020

R-5 URBAN SINGLE-FAMILY RESIDENTIAL CLASSIFICATION

Purpose and intent: The purpose and intent of the R-5 Urban Single-Family Residential Classification, is to provide for medium-density residential development and preserve the character of existing small lot residential subdivisions.

Permitted principal uses and structures: In the R-5 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection [72-293\(15\)](#)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection [72-293\(16\)](#)).

Fire stations.

Home occupations, class A (refer to [section 72-283](#)).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections [72-293](#) and [72-415](#) of this article.

Bed and breakfast (refer to subsection [72-293\(19\)](#)).

Cemeteries (refer to subsection [72-293\(4\)](#)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection [72-293\(6\)](#)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection [72-306\(a\)](#).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Garage apartments.

Houses of worship and cemeteries (refer to subsection [72-293\(4\)](#)).

Off-street parking areas (refer to subsection [72-293](#)(14)).

Public uses not listed as a permitted principal use.

Public uses and utilities (refer to subsections [72-293](#)(1) and (2)).

Public utility uses and structures (refer to subsection [72-293](#)(1)).

Recreational areas (refer to subsection [72-293](#)(3)).

Schools, parochial and private (refer to subsection [72-293](#)(4)).

Dimensional requirements:

Minimum lot size:

Area: 5,000 square feet.

Width: 50 feet.

Minimum yard size:

Front yard: 25 feet, except on a corner lot, one front yard may be reduced to 15 feet.

Rear yard: 20 feet.

Side yard: Five feet.

Waterfront yard: 25 feet.

Maximum building height: 35 feet.

Maximum lot coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Minimum floor area: 750 square feet.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of sections [72-286](#) and [72-287](#) shall be constructed.

(Ord. No. 81-39, § XII, 11-19-81; Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 84-1, §§ III, VII, X, XIII, 3-8-84; Ord. No. 85-2, § I, 3-14-85; Ord. No. 89-20, §§ VI, VII, 6-20-89; Ord. No. 90-34, § 18, 9-27-90; Ord. No. 92-6, § XX, 6-4-92; Ord. No. 94-4, § XXII, 5-5-94; Ord. No. 97-19, § II, 8-7-97; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04; Ord. No. 2009-17, § III, 5-21-09)

Subdivision VIII. - R-6, Low Density Multifamily Residential District

Sec. 114-251. - Scope.

This subdivision shall apply to all R-6 districts.

(Ord. No. 2352, § 2(5.5.9.A), 7-13-93)

Sec. 114-252. - Intent.

The intent of the R-6 districts is to:

- (1) Encourage the construction of low density, low-rise garden-type apartments on relatively large tracts of land;
- (2) Require the preparation and approval of detailed site, landscaping, drainage, traffic and parking plans, as part of an overall development concept;
- (3) Establish a greater ratio of open space to building area; and
- (4) Achieve an aesthetic relationship between buildings, yards, parking areas, common open space and adjacent properties.

(Ord. No. 2352, § 2(5.5.9.B), 7-13-93)

Sec. 114-253. - Permitted principal uses and structures.

Permitted principal uses and structures in the R-6 district are as follows:

- (1) Single-family dwellings.
- (2) Two-family dwellings.
- (3) Multifamily dwellings.
- (4) City-owned parks and open space.
- (5) Essential utility uses and structures.

(Ord. No. 2352, § 2(5.5.9.C), 7-13-93)

Sec. 114-254. - Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-6 district are as follows: uses customarily associated with, dependent on and incidental to the permitted principal use.

(Ord. No. 2352, § 2(5.5.9.D), 7-13-93)

Sec. 114-255. - Special exceptions.

Special exceptions in the R-6 district are as follows:

- (1) Public schools. (Refer to section 114-662.)

- (2) Meeting places for civic, fraternal and community service organizations. (Refer to section 114-663.)
- (3) Cemeteries. (Refer to section 114-664.)
- (4) Rest homes and retirement centers. (Refer to section 114-671.)
- (5) Residential retirement health care facilities. (Refer to section 114-672.)
- (6) Child day care centers. (Refer to section 114-667.)
- (7) Adult day care centers. (Refer to section 114-668.)
- (8) Adult congregate living facilities. (Refer to section 114-665.)
- (9) House of worship. (Refer to section 114-666.)

(Ord. No. 2352, § 2(5.5.9.E), 7-13-93; Ord. No. 2956, § 1, 11-11-14)

Sec. 114-256. - Dimensional requirements.

No building or structure shall be permitted in the R-6 district except in conformance with the dimensional requirements set forth in section 114-765.

(Ord. No. 2352, § 2(5.5.9.F), 7-13-93)

Sec. 114-257. - Off-street parking and loading.

Off-street parking and loading facilities shall be provided in the R-6 district as required in chapter 90, article III, division 6.

(Ord. No. 2352, § 2(5.5.9.G), 7-13-93)

Sec. 114-258. - Signs.

No sign shall be permitted in any R-6 district except in conformance with the requirements set forth in chapter 110.

(Ord. No. 2352, § 2(5.5.9.H), 7-13-93)

Secs. 114-259—114-270. - Reserved.

Surrounding Zonings

R-5 Urban Single-Family: This classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods. Single family standard or manufactured modular dwelling are permitted. Minimum 5,000 sq. ft. per lot; minimum 750 sq. ft. livable floor area.

R-7 Urban Multifamily: This classification is to provide for multifamily residential living where high-density residential developments exist or are proposed. Multifamily standard, townhouses, or manufactured modular dwellings are permitted. Townhouses – Minimum 1 acre project; maximum density 14 dwellings per net acre; minimum lot per dwelling 2,000 sq. ft.; minimum 575 sq. ft. livable floor area per dwelling. Multifamily Dwellings – Minimum 1 acre project; maximum 14 dwellings per net acre; no minimum lot size per dwelling. Studio or efficiency – Minimum 480 sq. ft. livable floor area; One bedroom – Minimum 575 sq. ft. livable floor area Additional bedroom – Minimum 150 sq. ft.

MH-5 Urban Mobile Home: This classification is to provide medium-density areas for mobile home subdivisions. Single family standard, manufactured modular, or mobile home dwellings permitted. Minimum 5,000 sq. ft. per lot; minimum 720 sq. ft. livable floor area.

Block 4, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

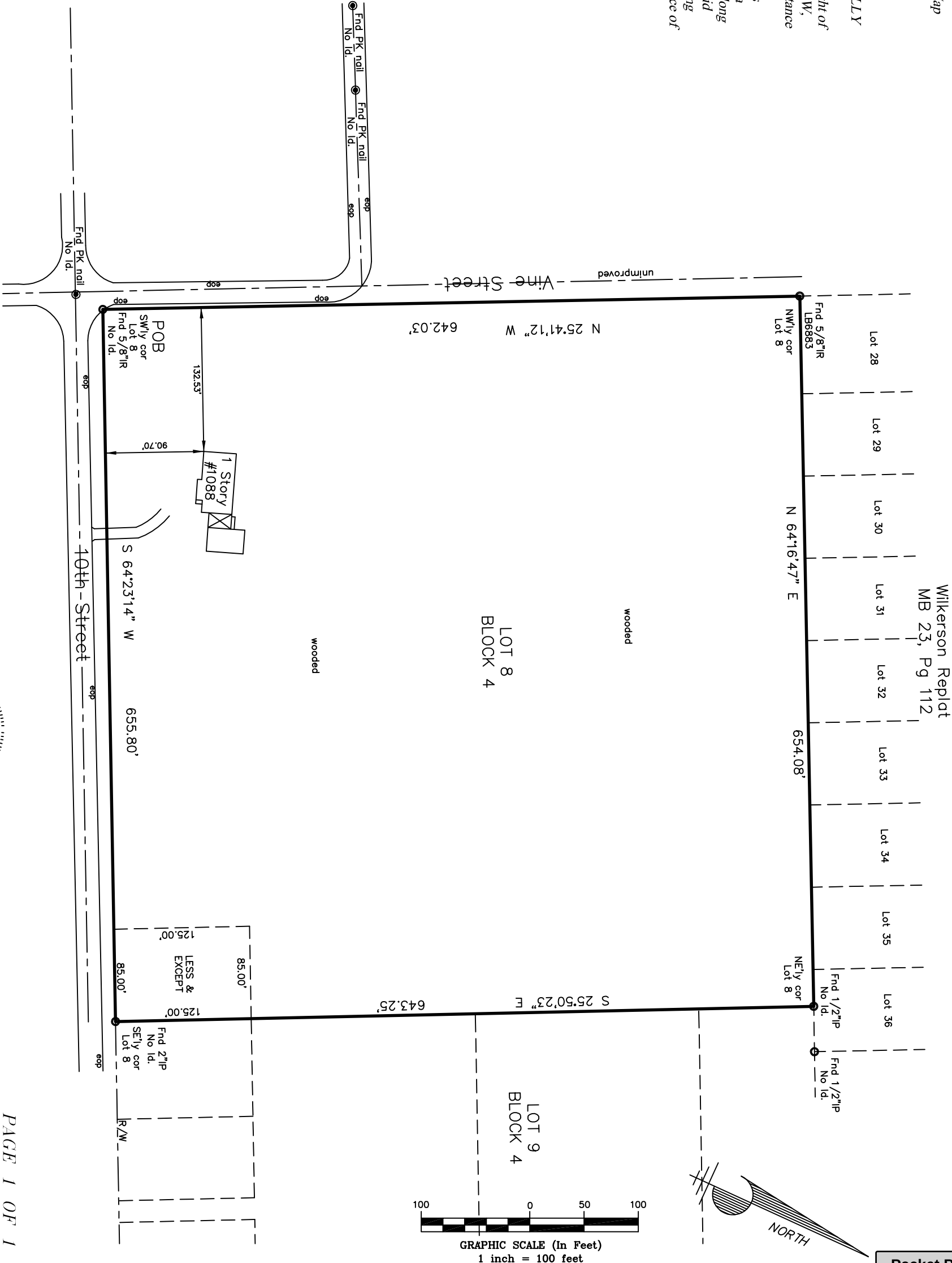
Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12" W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N 64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S 25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S 64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet, thereof.

Containing 410,263.56 square feet (09.418 ± acres)

GENERAL NOTES:

- 1) North and the bearings shown hereon are assumed and referenced to the North Right of Way of 10th Street, as being S 64°23'14" W.
- 2) This survey was performed without the benefit of a Title Commitment.
- 3) Underground features, such as, improvements, foundations or utilities, if existent, were not located as a part of this survey, unless noted otherwise.
- 4) Subject property lies within Flood Zone "X", "Areas determined to be outside the 0.2% Annual Chance Floodplain", Per Community Panel 12127 C 0356 J, effective date of September 29, 2017.



LAST DATE OF FIELD WORK 10/10/2020

PAGE 1 OF 1

Leon Hampton, PSM
Land Survey and Consulting
www.Lhpsm.net



DRAWN BY: LH PARTY CHIEF: BH

Leon Hampton, PSM
203 SHERIDAN AVENUE
LONGWOOD, FLORIDA 32750
Phone: (321) 231-4874
Leon@Lhpsm.net

BOUNDARY SURVEY
Lot 8, Block 4, Mason and Carswells Holly Hill,
Map Book 2, Page 90, Volusia County, Florida
1088 10th Street
DAYTONA BEACH, FLORIDA 32117

I CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 17, F.S. (F.S. 17.00) AND THE FLORIDA STATUTES.
LEON L. HAMPTON, PSM
LAND SURVEYOR & MAPPER NO. 5910
11/02/2020
STATE OF FLORIDA

REVISIONS
PROJECT NO:
20-0420

ZONING AND IMPACT TABLES

Table 1: Land Use and Zoning Table

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Single-Family Home	UMI	R-5
North	Single-Family Residential	UMI	R-5
South	ROW and Single-Family Residential	UMI	MH-5
East	Commercial Business and Single-Family Residential	MXZ and General Commercial	Business Planned Unit Development (BPUD) and R-7
West	ROW and Single-Family Residential	UMI	R-5

Table 2: Project Traffic Impacts

Existing Land Use	Acres	ITE Code	Daily trip rate equation	Total Daily Trips
Urban Medium Intensity	9.4 AC	210	10.5/DU	855
Total				855

Proposed Land Use	Acres	ITE Code	Daily trip rate equation	Total Daily Trips
Medium Density Residential	9.4 AC	221	5.44/DU	1,099
Total				1,099

Net Impact (Trips)				+244
---------------------------	--	--	--	-------------

Table 3: Project Water and Sewer Impacts

Existing Land Use				
Existing Land Use	DU	Population	Water (gpd)	Sewer (gpd)
Urban Medium Intensity	81	197	19,700	28,368
Proposed Land Use				
Proposed Land Use	DU	Population	Water (gpd)	Sewer (gpd)
Medium Density Residential	202	491	49,100	70,704
Total				
Net Impact (GDP)			+29,400	+42,336

Urban Medium Intensity – FLU (Volusia County)

Urban Medium Intensity (UMI) - Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter ($\frac{1}{4}$) mile of another jurisdiction shall require notification to that jurisdiction.

Medium Density Residential Development - FLU (Holly Hill)

Medium density residential development - the number of dwelling units shall be more than 6 but fewer than 20 per net acre.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

7.4

MEETING DATE: January 26, 2021
FROM: Valerie Manning
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill
Florida, Amending the Land Development Regulations, by
Amending the Official Zoning Map to Designate the Property
Described in Exhibit a from R-5 (Urban Single Family
Residential) to R-6 (Low Density Multifamily District);
Providing for Conflicting Ordinances; Providing for
Severability; and Providing an Effective Date.**

NUMBER: 2021-O-3034
APPLICANT: Brian Walker
PLANNER:

DISCUSSION:

The information and attachments for this Ordinance 3034, can be found in the agenda item for Ordinance 3033 for the property located at 1088 10th Street.

Ordinance No. 2021-3034**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO R-6 (LOW DENSITY MULTIFAMILY DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM R-5 (URBAN SINGLE FAMILY RESIDENTIAL) TO R-6 (LOW DENSITY MULTIFAMILY DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment “A” as R-6 (Low Density Multifamily Residential District.)

SECTION 2. Development of the property described in Attachment “A” shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on the 26th day of JANUARY, 2021
for second and final reading.**

ATTACHMENT “A”

LEGAL DESCRIPTION - Being that land described and recorded in Official Records Book 4245, Page 2512, Public Records of Volusia County, Florida.

Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida.

Also being described as:

Begin at the Southwesterly corner of Lot 8, Block 4, MASON AND CARSWELLS HOLLY HILL, as per map recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, said Point of Beginning also being the intersection of the Northerly Right of Way of Tenth Street with the Easterly Right of Way of Vine Street; thence N 25°41'12" W, along the Westerly line of said Lot 8 and the Easterly Right of Way of Vine Street, a distance of 642.03 feet to the Northwesterly corner of said Lot 8; thence N 64°16'47" E along the Northerly line of said Lot 8, also being the Southerly line of WILKERSON REPLAT, as recorded in Map Book 23, Page 112, of the Public Records of Volusia County, Florida, a distance of 654.08 feet to the Northeasterly corner of said Lot 8; thence S 25°50'23" E along the Easterly line of said Lot 8, a distance of 643.25 feet to the Southeasterly corner of said Lot 8 and a point on the aforesaid Tenth Street Right of Way; thence S 64°23'14" W along the Southerly line of said Lot 8 and the Northerly Right of Way of Tenth Street, a distance of 655.80 feet to the Point of Beginning.

LESS and EXCEPT the Southerly 125.00 feet of the Easterly 85.00 feet thereof.

Containing 410,263.56 square feet (09.418 ± acres)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

7.5

**City Commission
Ordinance**

MEETING DATE: January 26, 2021
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1652 N Nova Road Having Parcel Number 4242-40-40-0160 by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2021-O-3035
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

1652 N NOVA RD CPA AND REZONE - Consider an Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill), and an Ordinance enacting a Rezone from I-1 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.36 acres located on the west side of N Nova Road, approximately 400 feet north of LPGA Blvd., and that is more specifically known as 1652 North Nova Road; (CPA-2020-02) and (Z-2020-03) (BB&B Investments, Applicant).

BACKGROUND:

The Applicant has petitioned for the parcel in question to be annexed into the City of Holly Hill. At its regular meeting on November 10, 2020, the City Commission voted unanimously, at first reading, to approve the annexation. It is anticipated that the annexation request will be heard for second and final reading in January 2021. Should the annexation be approved, the property will need to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a small scale future land use amendment from Volusia County's future land use designation of MXZ (Mixed Use Zone) to General Commercial (Holly Hill) and a Rezone from I-1 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

PROJECT INFORMATION:

Size of Property: The property is 1.36 Acres +/-

Legal Description: A portion of block 40, Hopkins map of Fitch grant, as per map recorded in deed book "c", page 79, of the public records of Volusia County, Florida, being described as follows:

Commencing at an intersection of the south line of said block 40 with the original westerly line of state road #415 (a 100 foot right of way as now laid out and used); thence north 25°43'43" west, along said westerly right-of-way line, 280.22 feet to the beginning of a curve concave southwesterly having a radius of 1859.86 feet a central angle of 10°22'30" and a cord bearing of n30°54'58"w; thence northwesterly along the arc of said curve 336.78 feet; thence departing from said original right-of-way s63°59'33"w, a distance of 12.83' (westerly and parallel to 11th street a distance of 331.10 feet to a point in the easterly line of mistletoe drive (a 50 foot street as recorded in official records book 4, page 260, public records of Volusia County, Florida) to the existing right of way line of said state road and the point of beginning; thence along a non-tangent curve concave southwesterly having a radius of 2232.83 feet; a central angle of 04°04'08" and a chord bearing of s34°56'47"e; thence southeasterly along the arc of said curve 158.57 feet; thence s63°59'33"w, a distance of 344.80 feet to the easterly line of Mistletoe Drive (a 50 foot street as recorded in official records book 4, page 260, public records of Volusia County, Florida); thence n25°43'13"w along said mistletoe drive, 179.42 feet; thence n63°59'33"e a distance of 314.72 feet to the existing westerly right-of-way line of nova road (state road 5a) to the beginning of a curve concave southwesterly having a radius of 2232.83 feet a central angle of 00°35'49" and a chord bearing of s37°16'46"e; thence southeasterly along the arc of said curve 23.26 feet to the point of beginning.

Containing 59,390 sq. ft., 1.36 acres

Parcel Identification Number: 4242-40-40-0160 per Property Appraiser. (Exhibit A)

General Location: The property is generally located on the west side of N Nova Road, approximately 400 feet north of LPGA Blvd., and is more specifically known as 1652 North Nova Road. (Location Map Exhibit B).

Frontage: The property has approximately 175 feet of frontage along N. Nova Road and 175 feet of frontage on Mistletoe Drive.

Access: Vehicular access will be provided via the abutting parking lot that is under common ownership.

Aerial Photography: (Exhibit C)

Existing Development: The property is currently a paved parking lot with no structures.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use Zone) (Volusia County) and the proposed FLU designation is to General Commercial (Holly Hill). (Exhibit D)

Zoning: Current Zoning is I-1 (Light Industrial) (Volusia County) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). (Exhibit E)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0356J, there are no floodplains on the subject property. (Exhibit F)

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are

no wetlands on the subject property.

Buffers: Landscaped buffers along property lines will be required upon development.

Wellhead Protection Zones: Parcel is not within a Wellhead Protection Zone.

Zoning and Land Uses

See the attached sheet labeled “**Zoning and Land Use Table.**”

Site Analysis

The amendment has been analyzed in terms of the infrastructure impacts. For considering a change of land use, an analysis of the maximum development potential is required.

Potable Water & Wastewater Impacts & Analysis:

Potable Water Facilities: The City of Holly Hill’s water treatment plant is located at 453 LPGA Blvd. The capacity of the plant is 2.3 MGD. The current maximum monthly average daily flow is 1.3 MGD. The property will be served by the City of Holly Hill for potable water and waste water.

Maximum Potable Water Demand from the Current FLUM Designation: The current potable water demand under the existing FLUM designation has been calculated using the Florida Administrative Code 64E-6.008 sewer flow standards to estimate water demand. Standard engineering practice uses sewer flows to estimate water demand. The maximum development scenario under the Volusia County "Mixed Use Zone" is 90% commercial with a FAR of .50 and 10% residential with up to 16 dwelling units per acre. The subject site is 59,241 square feet in size, yielding 26,658 sq. ft. of retail space $(59,241 \times .90) \times .50$ and 2 residential units. It is estimated that the retail space would have a maximum flow of 2,665 GPD. Assuming the single residential units have 3 bedrooms each, the residential flows would be a total of 600 GPD.

Existing Potable Water Demand = 3,266 GPD

Potable Water Demands from the Proposed FLUM Designation: The maximum development scenario under Holly Hill’s "General Commercial" FLU is calculated using the allowable FAR of 1.95. This yields 115,520 square feet of retail space $(59,241 \times 1.95)$. At this yield, the maximum flows would be 11,552 GPD.

Proposed Potable Water Demand = 11,552 GPD

Change in Potable Water Usage: The maximum change in potable water demand is projected to be an increase of 8,286 GPD. The City's water distribution system has the excess capacity to serve the proposed development of the subject site.

Waste Water Facilities: The City of Holly Hill’s waste water treatment plant is located at 453 LPGA Blvd. The capacity of the plant is 3.0 MGD. The current maximum monthly average incoming daily flow is 1.85 MGD.

Waste Water Demand from the Current FLUM Designation: The current waste water demand under the existing FLUM designation is calculated using the Florida Administrative Code 64E-6.008 sewer flow standards. The maximum development scenario under the Volusia County "Mixed Use Zone" is 90% commercial with a FAR of .50 and 10% residential with up to 16 dwelling units per acre. The subject site is 59,241 square feet in size, yielding 26,658 sq. ft. of retail space $(59,241 \times .90) \times .50$ and 2 residential units. It is assumed that the retail space would have a maximum flow of 2,665 GPD. Assuming the single residential units have 3 bedrooms each, the residential flows would be 600 GPD.

Existing Waste Water Demand = 3,266 GPD

Waste Water Demand from the Proposed FLUM Designation: The maximum development scenario under the Holly Hill "General Commercial" FLU is calculated using the allowable FAR of 1.95. This yields 115,520 square feet of retail space. At this yield, the maximum flows would be 11,552 GPD.

Proposed Waste Water Flows = 11,552 GPD.

Change in Waste Water Usage: The maximum change in waste water demand is projected to be an increase of 8,286 GPD. The City's waste water treatment system has the excess capacity to serve the proposed development of the subject site.

Transportation: The 2019 traffic data for Nova Road, from LPGA to Hand, shows average daily volumes (ADT) of 29,000 vehicles compared to a maximum capacity at LOS D of 59,900 ADT. The maximum potential development on this property can be accomplished without degradation of the traffic level of service.

Based on ITE Trip Generation 10th Edition, the pm peak hour trips generated under the current and proposed land use are 3.81. Therefore, the proposed future land use map amendment will result in no significant increase of daily trips from the maximum allowed by the current land use.

Stormwater Management: Any development will require an engineered drainage plan to demonstrate that all government and agency regulations are being met with regard to stormwater management.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and it is estimated to have excess capacity through 2052.

CONSISTENCY WITH URBAN SPRAWL RULE:

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments shall be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not

further urban sprawl.

This amendment does not represent leapfrog or premature development, and generally promotes efficiency in the use of urban services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the General Commercial Development future land use, at an F.A.R. of 1.95.

Any development on the subject parcel will be required to comply with this limitation.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

Any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners." It goes on to state the following: "Retail commercial, office use, and even some residential, normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses."

Designating the subject site as "General Commercial" will generally allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this highly commercialized area along Nova Road. The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

This amendment promotes infill development for this location. It is currently vacant and located on Nova Road which is classified in the City's Comprehensive Plan as a Principal Arterial. The parcel is surrounded by commercial development and is underutilized as a parking lot.

Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

The proposed amendment is consistent with this policy. The owner of the subject site is petitioning for its annexation into the City. This will have the direct effect of expanding the City's tax base.

Objective 5.2 - The City shall ensure a sufficient amount of commercial and light industrial properties available for business recruitment and to work with property owners to redevelop vacant and underutilized properties in Holly Hill.

Staff finds that the requested small scale future land use map amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve any increased demand on facilities and infrastructure created by the requested amendment.

APPROPRIATENESS OF THE REQUESTED ZONING CATEGORY:

The predominant zoning category applied along the west side of Nova Road north and south of LPGA is CC-1(Commercial Corridor District). The existing plumbing supply company and parking lot that abut the parcel under review are zoned CC-1. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any development on the site will be consistent with the stated intent of the CC-1 zoning district and the general intent of the land development regulations as stated in Sec. 78-5.

Board of Planning and Appeals Recommendation

At its regular meeting on January 4, 2021, the Board of Planning and Appeals voted unanimously to recommend that the City Commission adopt the proposed Ordinances enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) and a Rezone from I-1 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

Staff Recommendation

Adopt the proposed Ordinance enacting a Small Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) and adopt an Ordinance enacting a Rezone from I-1 (Light Industrial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately 1.36 acres located on the west side of N Nova Road, approximately 400 feet north of LPGA Blvd., and that is more specifically known as 1652 North Nova Road.

ATTACHMENTS:

- Rezone and CPA App (PDF)
- Exhibit A - Property Appraiser Info. (PDF)
- Exhibit B - Location Map (PDF)
- Exhibit C - Aerial Map (PDF)
- Exhibit D - Current and Proposed FLU Maps (PDF)
- Exhibit E - Current and Proposed Zoning Maps (PDF)
- Exhibit F - FEMA Map (PDF)
- FL Admin Code for Estimating Water and Sewer Usage (PDF)
- Survey and Legal Description (PDF)
- Zoning and Land Use Table (PDF)
- Current and Proposed FLU Descriptions (PDF)
- Current and Proposed Zoning Permitted Uses (PDF)
- Surrounding FLUs (PDF)
- Surrounding Zonings (PDF)

HISTORY:

01/12/21

City Commission

APPROVED AT 1ST READING

Next: 01/26/21

Brian Walker, City Planner briefly discussed his staff report to the Mayor and City Commissioners. Attorney Simpson read both Ordinance titles into the record and informed the Mayor and Commissioners that they will be voting on them individually. Mr. Walker discussed both Ordinances 3035 and 3036 as one agenda item.

Mayor Via opened public participation. No one spoke.

*Commissioner Penny made a motion to **APPROVE FIRST READING OF ORDINANCE 3035, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1652 N. NOVA ROAD**, seconded by Commissioner Danio.*

PASSED, 5-0.

*Commissioner Johnson made a motion to **APPROVE FIRST READING OF ORDINANCE 3036, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING THE***

***OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT
“A” FROM I-1 TO CC-1, seconded by Commissioner Currie.***

PASSED, 5-0.

Ordinance No. 2021-3035

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1652 N NOVA ROAD HAVING PARCEL NUMBER 4242-40-40-0160 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1652 N NOVA ROAD HAVING PARCEL NUMBER 4242-40-40-0160 BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission has reviewed the future land use designation for the parcel described in Attachment “A” and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcel identified as 1652 N Nova Road having parcel number 4242-40-40-0160 as described in Attachment A as General Commercial.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and Volusia Growth Management Commission, as required by law.

SECTION 3. The proposed amendment will not become final until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 6. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021
for second and final reading.**

ATTACHMENT "A"

LEGAL DESCRIPTION

THE SOUTHERLY 179.42 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF BLOCK 40, HOPKINS MAP OF FITCH GRANT, AS PER MAP RECORDED IN DEED BOOK "C", PAGE 79, OF THE PUBLIC RECORDS OF VOLUSIA

COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 40 WITH THE ORIGINAL WESTERLY LINE OF STATE ROAD #415 (A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED); THENCE NORTH 25°43'43" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 280.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1859.86 FEET A CENTRAL ANGLE OF 10°22'30" AND A CORD BEARING OF N30°54'58"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 336.78 FEET; THENCE DEPARTING FROM SAID ORIGINAL RIGHT-OF-WAY S63°59'33"W, A DISTANCE OF 12.83' (WESTERLY AND PARALLEL TO 11TH STREET A DISTANCE OF 331.10 FEET TO A POINT IN THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) TO THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET; A CENTRAL ANGLE OF 04°04'08" AND A CHORD BEARING OF S34°56'47"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 158.57 FEET; THENCE S63°59'33"W, A DISTANCE OF 344.80 FEET TO THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE N25°43'13"W ALONG SAID MISTLETOE DRIVE, 179.42 FEET; THENCE N63°59'33"E A DISTANCE OF 314.72 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD (STATE ROAD 5A) TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET A CENTRAL ANGLE OF 00°35'49" AND A CHORD BEARING OF S37°16'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 23.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 59,390 SQ. FT., 1.36 ACRES



HOLLY HILL

FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: 20-1193 Submitted By: ED

PROJECT INFORMATION:

PROJECT NAME: BB & B INVESTMENTS
 PARCEL ID #(S): 424240400160
 LOCATION: 1652 North Nova Road DAYTONA Beach FL 32117
 EXISTING USE(S): CAR, Boat, Camper, Trucks Storage
 PROPOSED USE(S): SAME
 TOTAL ACREAGE: _____
 WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill
 PRIVATE WELL NONE PRIVATE SEPTIC NONE
 CURRENT ZONING: _____ PROPOSED ZONING: _____
 CURRENT FUTURE LAND USE: Storage Auto PROPOSED FUTURE LAND USE: SAME

APPLICANT INFORMATION:

Name: BB & B INVESTMENTS INC E-Mail: CLAYB1960@hotmail.com
 Address: 1670 North Nova R Phone: 386-679-4562
 Company: SAME Fax: 386-253-1503
☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Clayton Beazley E-Mail: CLAYB1960@hotmail.com
 Address: 1670 North Nova Road Phone: 386-679-4562
DAYTONA Beach FL 32117 Fax: 386-253-1503

CONSULTANT INFORMATION:

Name: NONE E-Mail: NONE
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: Rezone and CPA App (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)



HOLLY HILL

F L O R I D A

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

____ APPLICANT ☒ OWNER ____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☒ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

HOLLY HILL RECEIVED

SEP 23 2000

COMM. DEV. DEPT.

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☐ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

*THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☐ APPLICATION AND FEE
- ☐ PROOF THAT TAXES ARE CURRENT
- ☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: Rezone and CPA App (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)
- ☐ PRELIMINARY DEVELOPMENT PLAN (PD REZONE ONLY - SEE CODE SEC. 114-771)
- ☐ **REZONES ONLY:** ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates—Provide PM Peak Hour and Avg Daily)
 - Solid Waste Collection
 - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY:** Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____

Clayton Beasley
(Signature)

CLAYTON BEASLEY
(Print)

9-15-2020

(Date)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Rezone and CPA App (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM (ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I, Clayton E. Bearley, the owner of record for the following described property
(Legal Description or Tax/Parcel ID Number) 4242 404 00160
hereby affirm that Clayton E. Bearley is hereby designated to act as
my authorized agent for the filing of the attached application and make binding statements and
commitments regarding the request for a: (CHECK ONE)

- ☐ Arbor Permit ☐ Special Exception ☐ Variance ☐ Development Plan
☐ Special Event Permit ☐ Vacate ☐ Sign ☐ Rezone/Comp Plan Amendment
☒ Other ANNEXATION

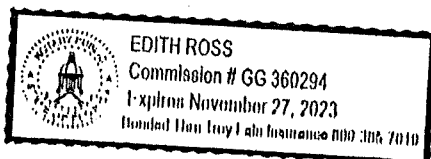
I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

9-15-2020
Date

Clayton E. Bearley
Owner's Signature
CLAYTON E BEARLEY
Owner's Name

STATE OF FLORIDA
COUNTY OF Volusia

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared Clayton E. Bearley, who is personally known to me or who has produced a FL DL as identification and who executed the foregoing instrument and sworn an oath on this 15 day of Sept, 2020.



NOTARY PUBLIC

Attachment: Rezone and CPA App (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)

PREPARED 9/24/20, 9:56:46
CITY OF HOLLY HILL

PAYMENT D
PROGRAM BP 0201

7.5.a

APPLICATION NUMBER: 20-00001193 1652 N NOVA RD
FEE DESCRIPTION AMOUNT DUE

COMP PLAN AMEND-SM SCALE	2000.00
REZONING - NON-PUD	1200.00
TOTAL DUE	3200.00

1

PAID
SEP 25 2020

Attachment: Rezoning and CPA App (2021-O-3035 : 1652 N Nova Road - CPA and Rezoning)

EXHIBIT "A"

Altkey: 3199251	Parcel ID: 424240400160
B B & B INVESTMENTS INC	1652 N NOVA RD , DAYTONA BEACH

Parcel

Short Parcel Id	424240400160
Property Location	1652 N NOVA RD, DAYTONA BEACH, 32117
PC Code	4000 - VACANT INDUS
Total Bldgs	1
Neighborhood	7250 - NOVA RD - HOLLY HILL
Business Name	
Homestead Property	No

Primary Owner

Owner	B B & B INVESTMENTS INC
In Care Of	
Mailing Address	1670 N NOVA RD
	DAYTONA BEACH FL 32117
	Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	B B & B INVESTMENTS INC		100	FS - Fee Simple

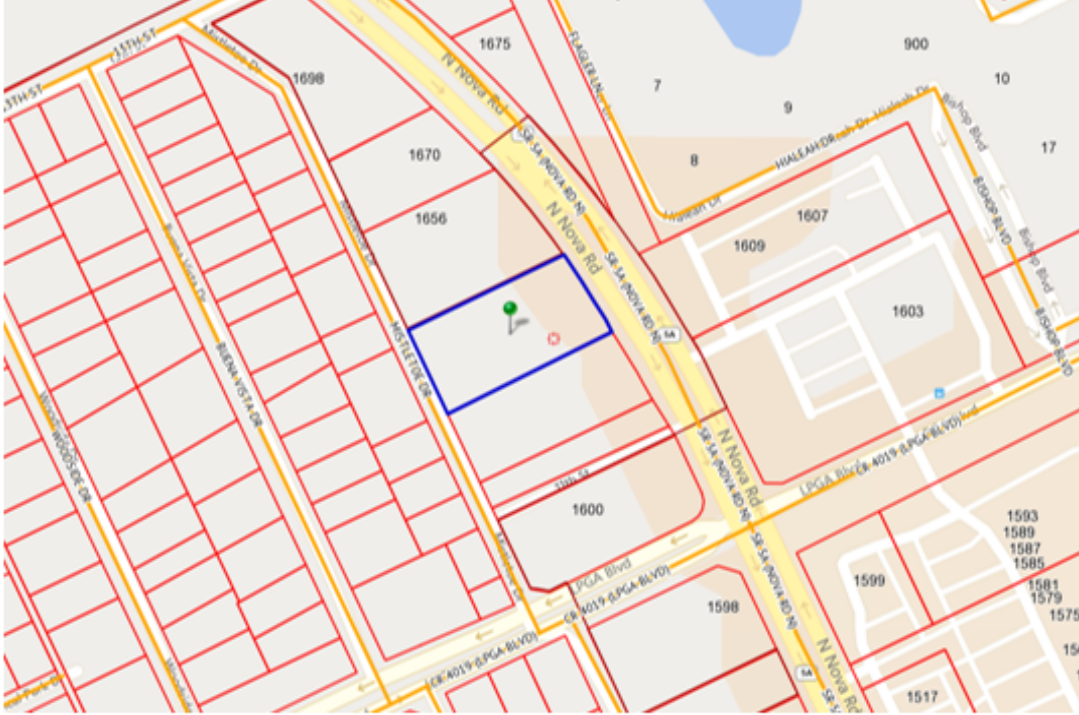
Legal

Millage Group	200-UNINCORPORATED - NORTHEAST
Legal Description	N 179.42 FT OF S 617 FT MEAS ON E/L OF LOT 40 HOPKINS FITCH GRANT MB 12 PG 115 E OF MISTLTOE DR & W OF NOVA RD MEAS 331.10 FT ON N/L PER OR 5030 PGS 3356
Map TWP-RNG-SEC	14 - 32 - 42
Subdivision-Block-Lot	40 - 40 - 0160
Date Created	26-DEC-81
Year Annexed	

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5030 / 3356	QC-QUIT CLAIM DEED	2003054037	02/15/2003	V	\$105,000
4724 / 2086	WD-WARRANTY DEED	2001162779	07/15/2001	V	\$105,500
4508 / 2279	WD-WARRANTY DEED	1999252468	12/15/1999	V	\$10
3875 / 2369	WD-WARRANTY DEED	1993167161	11/15/1993	V	\$100
2136 / 0085	WD-WARRANTY DEED		01/15/1980	V	\$110,000
1557 / 0730	QC-QUIT CLAIM DEED		03/15/1973	V	\$45,000

Attachment: Exhibit A - Property Appraiser Info. (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)

EXHIBIT “B”

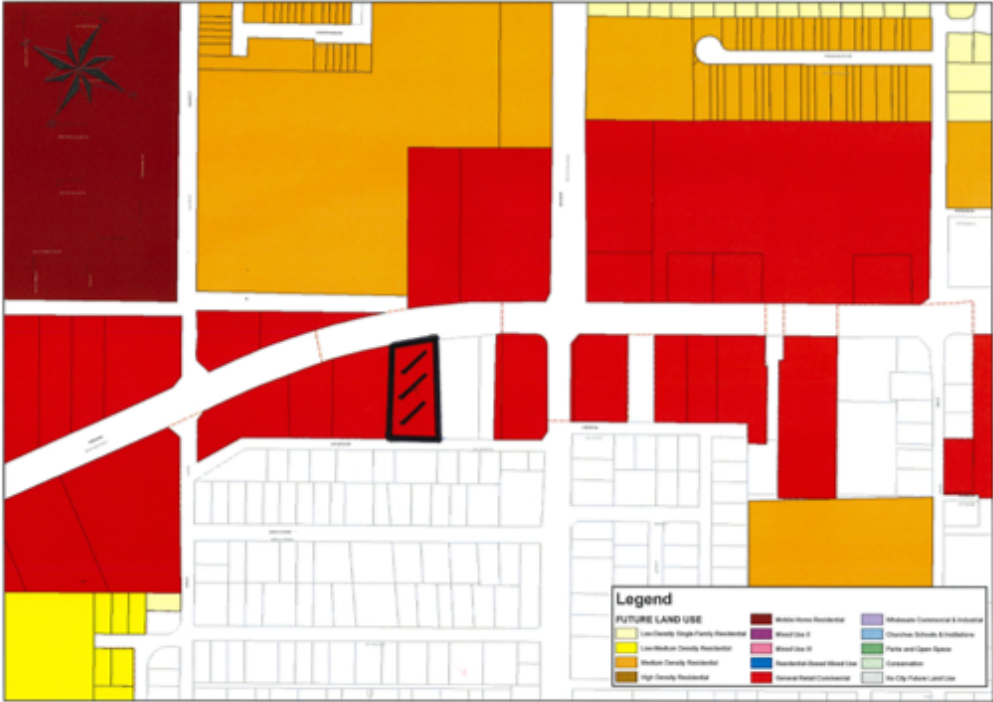
Location Map

EXHIBIT "C"

Aerial Map

EXHIBIT "D"

Current FLU - MXZ

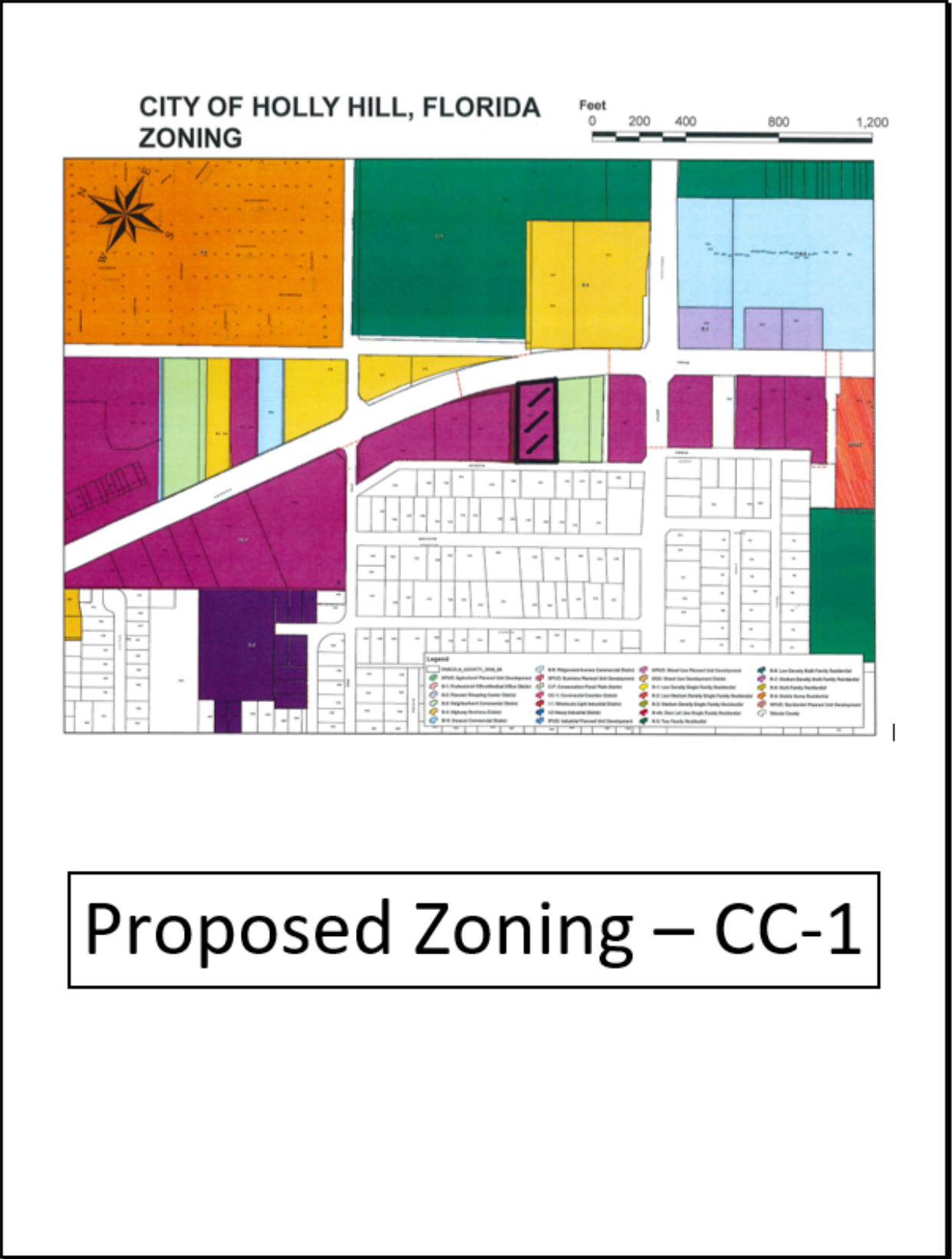


Proposed FLU Commercial

EXHIBIT "E"

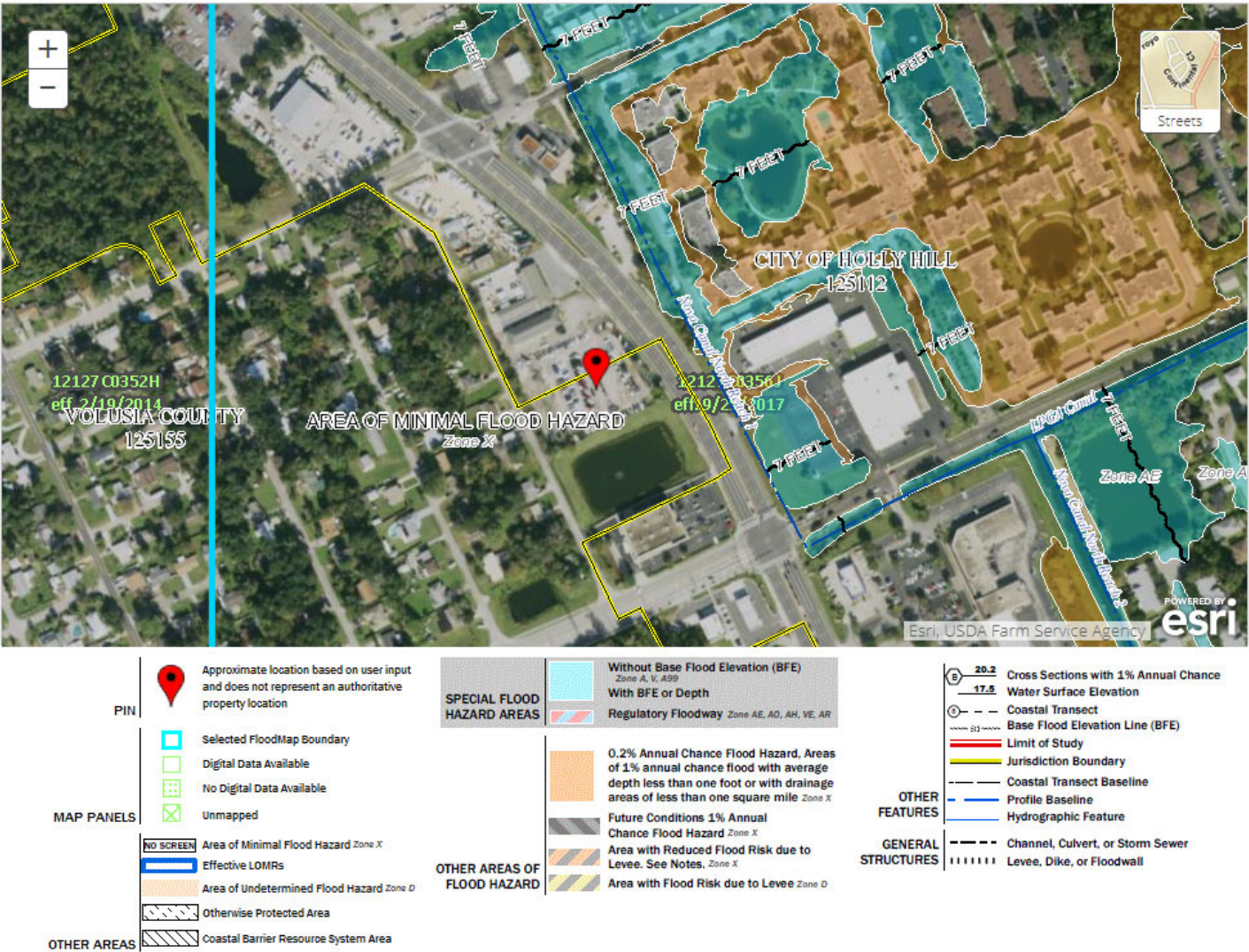


Current Zoning (I-1)
Light Industrial



Proposed Zoning – CC-1

EXHIBIT "F"



Attachment: Exhibit F - FEMA Map (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)

64E-6.008 System Size Determinations.

(1) Minimum design flows for systems serving any structure, building or group of buildings shall be based on the estimated daily sewage flow as determined from Table I or the following:

(a) The DOH county health department shall accept, for other than residences and food operations, metered water use data in lieu of the estimated sewage flows set forth in Table I. For metered flow consideration, the applicant shall provide authenticated monthly water use data documenting water consumption for the most recent 12 month period for at least six similar establishments. Similar establishments are those like size operations engaged in the same type of business or service, which are located in the same type of geographic environment, and which have approximately the same operating hours. Metered flow values will not be considered to be a reliable indicator of typical water use where one or more of the establishments utilized in the sample has exceeded the monthly flow average for all six establishments by more than 25 percent or where the different establishments demonstrate wide variations in monthly flow totals. When metered flow data is accepted in lieu of estimated flows found in Table I, the highest flow which occurred in any month for any of the six similar establishments shall be used for system sizing purposes. Except for food operations which exceed domestic sewage waste quality parameters as defined in subsection 64E-6.002(15), F.A.C., where an existing establishment which has been in continuous operation for the previous 24 months seeks to utilize its own metered flows, the applicant shall provide authenticated monthly water use data documenting water consumption for the most recent 24 month period. The highest monthly metered flow value for an existing establishment shall be used for system sizing purposes.

(b) When onsite systems use multiple strategies to reduce the total estimated sewage flow or the drainfield size, only one reduction method shall be credited.

TABLE I
For System Design
ESTIMATED SEWAGE FLOWS

TYPE OF ESTABLISHMENT COMMERCIAL:	GALLONS PER DAY
Airports, bus terminals, train stations, port & dock facilities, Bathroom waste only	
(a) Per passenger	4
(b) Add per employee per 8 hour shift	15
Barber & beauty shops per service chair	75
Bowling alley bathroom waste only per lane	50
Country club	
(a) Per resident	100
(b) Add per member or patron	25
(c) Add per employee per 8 hour shift	15
Doctor and Dentist offices	
(a) Per practitioner	250
(b) Add per employee per 8 hour shift	15
Factories, exclusive of industrial wastes gallons per employee per 8 hour shift	
(a) No showers provided	15
(b) Showers provided	25
Flea Market open 3 or less days per week	
(a) Per non-food service vendor space	15
(b) Add per food service establishment using single service articles only per 100 Square feet of floor space	50
(c) Per limited food service establishment	25
(d) For flea markets open more than 3 days per week estimated flows shall be doubled	
Food operations	
(a) Restaurant operating 16 hours or less per day per seat	40
(b) Restaurant operating more than 16 hours per day per seat	60
(c) Restaurant using single service articles only and operating 16 hours or less per day per seat	20
(d) Restaurant using single service articles only and operating more than 16 hours per day per seat	35
(e) Bar and cocktail lounge per seat	20

add per pool table or video game	15
(f) Drive-in restaurant per car space	50
(g) Carry out only, including caterers	
1. Per 100 square feet of floor space	50
2. Add per employee per 8 hour shift	15
(h) Institutions per meal	5
(i) Food Outlets excluding deli's, bakery, or meat department per 100 square feet of floor space	10
1. Add for deli per 100 square feet of deli floor space	40
2. Add for bakery per 100 square feet of bakery floor space	40
3. Add for meat department per 100 square feet of meat department floor space	75
4. Add per water closet	200
Hotels & motels	
(a) Regular per room	100
(b) Resort hotels, camps, cottages per room	200
(c) Add for establishments with self service laundry facilities per machine	750
Mobile Home Park	
(a) Per single wide mobile home space, less than 4 single wide spaces connected to a shared onsite system	250
(b) Per single wide mobile home space, 4 or more single wide spaces are connected to a shared onsite system	225
(c) Per double wide mobile home space, less than 4 double wide mobile home spaces connected to a shared onsite system	300
(d) Per double wide mobile home space, 4 or more double wide mobile home spaces connected to a shared onsite system	275
Office building	
per employee per 8 hour shift, or	15
per 100 square feet of floor space, whichever is greater	15
Transient Recreational Vehicle Park	
(a) Recreational vehicle space for overnight stay, without water and sewer hookup per vehicle space	50
(b) Recreational vehicle space for overnight stay, with water and sewer hookup per vehicle space	75
Service stations per water closet	
(a) Open 16 hours per day or less	250
(b) Open more than 16 hours per day	325
Shopping centers without food or laundry per square foot of floor space	0.1
Stadiums, race tracks, ball parks per seat	4
Stores per bathroom	200
Swimming and bathing facilities, public	10
per person	
Theatres and Auditoriums, per seat	4
Veterinary Clinic	
(a) Per practitioner	250
(b) Add per employee per 8 hour shift	15
(c) Add per kennel, stall or cage	20
Warehouse	
(a) Add per employee per 8 hour shift	15
(b) Add per loading bay	100
(c) Self-storage, per unit (up to 200 units)	1
add 1 gallon for each 2 units or fraction thereof, for over 200 units, and shall be in addition to	

employees, offices or living quarters flow rates.

INSTITUTIONAL:

Churches per seat which includes kitchen wastewater flows unless meals prepared on a routine basis	3
If meals served on a regular basis add per meal prepared	5
Hospitals per bed which does not include kitchen wastewater flows	200
add per meal prepared	5
Nursing, rest homes, adult congregate living facilities per bed which does not include kitchen wastewater flows	100
add per meal prepared	5
Parks, public picnic	
(a) With toilets only per person	4
(b) With bathhouse, showers & toilets per person	10
Public institutions other than schools and hospitals per person which does not include kitchen wastewater flows	100
add per meal prepared	5
Schools per student	
(a) Day-type	10
(b) Add for showers	4
(c) Add for cafeteria	4
(d) Add for day school workers	15
(e) Boarding-type	75
Work/construction camps, semi-permanent per worker	50
RESIDENTIAL:	
Residences	
(a) Single or multiple family per dwelling Unit	
1 Bedroom with 750 sq. ft. or less of building area	100
2 Bedrooms with 751-1,200 sq. ft. of building area	200
3 Bedrooms with 1,201-2,250 sq. ft. of building area	300
4 Bedrooms with 2,251-3,300 sq. ft. of building area	400
For each additional bedroom or each additional 750 square feet of building area or fraction thereof in a dwelling unit, system sizing shall be increased by 60 gallons per dwelling unit.	
(b) Other per occupant	50

Footnotes to Table I:

1. For food operations, kitchen wastewater flows shall normally be calculated as 66 percent of the total establishment wastewater flow.

2. Systems serving high volume establishments, such as restaurants, convenience stores and service stations located near interstate type highways and similar high-traffic areas, require special sizing consideration due to expected above average sewage volume. Minimum estimated flows for these facilities shall be 3.0 times the volumes determined from the Table I figures.

3. For residences, the volume of wastewater shall be calculated as 50 percent blackwater and 50 percent graywater.

4. Where the number of bedrooms indicated on the floor plan and the corresponding building area of a dwelling unit in Table I do not coincide, the criteria which will result in the greatest estimated sewage flow shall apply.

5. Convenience store estimated sewage flows shall be determined by adding flows for food outlets and service stations as appropriate to the products and services offered.

6. Estimated flows for residential systems assumes a maximum occupancy of two persons per bedroom. Where residential care facilities will house more than two persons in any bedroom, estimated flows shall be increased by 50 gallons per each additional occupant.

(2) Minimum effective septic tank capacity and total dosing tank capacity shall be determined from Table II. However, where multiple family dwelling units are jointly connected to a septic tank system, minimum effective septic tank capacities specified in the table shall be increased 75 gallons for each dwelling unit connected to the system. With the exception noted in paragraph 64E-6.013(2)(a), F.A.C., all septic tanks shall be multiple chambered or shall be placed in series to achieve the required effective capacity. The use of an approved outlet filter device shall be required. Outlet filters shall be installed within or following the last septic tank or septic tank compartment before distribution to the drainfield. The outlet filter device requirement includes blackwater tanks, but does not include graywater tanks or grease interceptors or laundry tanks. Outlet filter devices shall be placed to allow accessibility for routine maintenance. Utilization and sizing of outlet filter devices shall be in accordance with the manufacturers' recommendations. The approved outlet filter device shall be installed in accordance with the manufacturers' recommendations. The Bureau of Onsite Sewage Programs shall approve outlet filter devices per the department's Policy on Approval Standards For Onsite Sewage Treatment And Disposal Systems Outlet Filter Devices, November 2008, which is herein incorporated by reference.

TABLE II
SEPTIC TANK AND PUMP TANK CAPACITY

AVERAGE SEWAGE FLOW GALLONS/DAY	SEPTIC TANK MINIMUM EFFECTIVE CAPACITY GALLONS	PUMP TANK MINIMUM TOTAL CAPACITY GALLONS	
		Residential	Commercial
0-200	900	150	225
201-300	900	225	375
301-400	1,050	300	450
401-500	1,200	375	600
501-600	1,350	450	600
601-700	1,500	525	750
701-800	1,650	600	900
801-1,000	1,900	750	1,050
1,001-1,250	2,200	900	1,200
1,251-1,750	2,700	1,350	1,900
1,751-2,500	3,200	1,650	2,700
2,501-3,000	3,700	1,900	3,000
3,001-3,500	4,300	2,200	3,000
3,501-4,000	4,800	2,700	3,000
4,001-4,500	5,300	2,700	3,000
4,501-5,000	5,800	3,000	3,000

(3) Where a separate graywater tank and drainfield system is used, the minimum effective capacity of the graywater tank shall be 250 gallons with such system receiving not more than 75 gallons of flow per day. For graywater systems receiving flows greater than 75 gallons per day, minimum effective tank capacity shall be based on the average daily sewage flow plus 200 gallons for sludge storage. Design requirements for graywater tanks are described in subsection 64E-6.013(2), F.A.C. Where separate graywater and blackwater systems are utilized, the size of the blackwater system can be reduced, but in no case shall the blackwater system be reduced by more than 25 percent. However, the minimum capacity for septic tanks disposing of blackwater shall be 900 gallons.

(4) Where building codes allow separation of discharge pipes of the residence to separate stubouts and where lot sizes and setbacks allow system construction, the applicant may request a separate laundry waste tank and drainfield system. Where an aerobic treatment unit is used, all blackwater, graywater and laundry waste flows shall be consolidated and treated by the aerobic treatment unit. Where a residential laundry waste tank and drainfield system is used:

(a) The minimum laundry waste trench drainfield absorption area for slightly limited soil shall be 75 square feet for a one or two bedroom residence with an additional 25 square feet for each additional bedroom. If an absorption bed drainfield is used the minimum drainfield area shall be 100 square feet with an additional 50 square feet for each additional bedroom over two bedrooms. The DOH county health department shall require additional drainfield area based on moderately limited soils and other site specific conditions, which shall not exceed twice the required amount of drainfield for a slightly limited soil.

- (b) The laundry waste interceptor shall meet requirements of subsections 64E-6.013(2) and (8), F.A.C.
- (c) The drainfield absorption area serving the remaining wastewater fixtures in the residence shall be reduced by 25 percent.
- (5) The minimum absorption area for standard subsurface drainfield systems, graywater drainfield systems, and filled systems shall be based on estimated sewage flows and Table III so long as estimated sewage flows are 200 gallons per day or higher. When estimated sewage flows are less than 200 gallons per day, system size shall be based on a minimum of 200 gallons per day.

TABLE III
For Sizing of Drainfields Other Than Mounds

U.S. DEPARTMENT OF AGRICULTURE SOIL TEXTURAL CLASSIFICATION	SOIL TEXTURE LIMITATION (PERCOLATION RATE)	MAXIMUM SEWAGE LOADING RATE TO TRENCH & BED ABSORPTION SURFACE INGALLONS PER SQUARE FOOT PER DAY	
		TRENCH	BED
Sand; Coarse Sand not associated with a seasonal water table of less than 48 inches; and Loamy Coarse Sand	Slightly limited (Less than 2 min/inch)	0.80	0.60
Loamy Sand; Sandy Loam; Coarse Sandy Loam; and Fine Sand Loam;	Slightly limited (2-4 min/inch)	0.80	0.60
Fine Sandy Loam; Silt Loam; Very Fine Sand; Very Fine Sandy Loam; Loamy Fine Sand; Loamy Very Fine Sand; and Sandy Clay Loam	Moderately limited (5-10 min/inch)	0.65	0.35
Clay Loam; Silty Clay Loam; Sandy Clay; Silty Clay; and Silt	Moderately limited (Greater than 15 min/inch but not exceeding 30 min/inch)	0.35	0.20
Clay; Organic Soils; Hardpan; and Bedrock	Severely limited (Greater than 30 min/inch)	Unsatisfactory for standard subsurface system	
Coarse Sand with an estimated wet season high water table within 48 inches of the bottom of the proposed drainfield; Gravel or Fractured Rock or Oolitic Limestone	Severely limited (Less than 1 min/inch and a water table less than 4 feet below the drainfield)	Unsatisfactory for standard subsurface system	

Footnotes to Table III:

1. U.S. Department of Agriculture major soil textural classification groupings and methods of field identification are explained in Rule 64E-6.016, F.A.C. Laboratory sieve analysis of soil samples may be necessary to confirm field evaluation of specific soil textural classifications. The USDA Soil Conservation Service "Soil Textural Triangle" shall be used to classify soil groupings based on the proportion of sand, silt and clay size particles.
2. The permeability or percolation rate of a soil within a specific textural classification may be affected by such factors as soil structure, cementation and mineralogy. Where a percolation rate is determined using the falling head percolation test procedure described in the United States Environmental Protection Agency Design Manual for Onsite Wastewater Treatment and Disposal Systems, October, 1980, incorporated by reference into this rule, the calculated percolation test rate shall be used with Table III and evaluated by the DOH county health department with other factors such as history of performance of systems in the area in determining the minimum sizing for the drainfield area.
3. When all other site conditions are favorable, horizons or strata of moderately or severely limited soil may be replaced with slightly limited soil or soil of the same texture as the satisfactory slightly limited permeable layer lying below the replaced layer. The slightly limited permeable layer below the replaced layer shall be identified within the soil profile which was submitted as part of the permit application. The resulting soil profile must show complete removal of the moderately or severely limited soil layer being replaced and must be satisfactory to a minimum depth of 54 inches beneath the bottom surface of the proposed drainfield. The

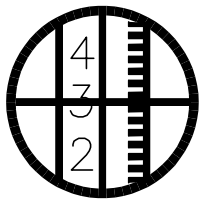
width of the replacement area shall be at least 2 feet wider and longer than the drain trench and for absorption beds shall include an area at least 2 feet wider and longer than the proposed bed. Drainfields shall be centered in the replaced area. Where at least 33 percent of the moderately limited soils at depths greater than 54 inches below the bottom of the drainfield have been removed to the depth of slightly limited soil, drainfield sizing shall be based on the following sewage loading rates. Where severely limited soils are being removed at depths greater than 54 inches below the bottom of the drainfield, 100 percent of the severely limited soils at depths greater than 54 inches shall be removed down to the depth of an underlying slightly limited soil. Maximum sewage loading rates for standard subsurface systems installed in replacement areas shall be 0.80 gallons per square foot per day for trench systems and 0.60 gallons per square foot per day for absorption beds in slightly limited soil textures. Where moderately limited soil materials are found beneath the proposed drainfield, and where system sizing is based on that moderately limited soil, soil replacements of less than 33% may be permitted.

4. Where coarse sand, gravel, or oolitic limestone directly underlies the drainfield area, the site shall be approved provided a minimum depth of 42 inches of the rapidly percolating soil beneath the bottom absorption surface of the drainfield and a minimum 12 inches of rapidly percolating soil contiguous to the drainfield sidewall absorption surfaces, is replaced with slightly limited soil material. Where such replacement method is utilized, the drainfield size shall be determined using a maximum sewage application rate of 0.80 gallons per square foot per day of drainfield in trenches and 0.60 gallon per square foot per day for drainfield absorption beds.

5. Where more than one soil texture classification is encountered within a soil profile and it is not removed as part of a replacement, drainfield sizing for standard subsurface drainfield systems and fill drainfield systems shall be based on the most restrictive soil texture encountered within 24 inches of the bottom of the drainfield absorption surface.

(6) All materials incorporated herein may be obtained from the Bureau of Onsite Sewage Programs at www.MyFloridaEH.com or 4052 Bald Cypress Way, Bin A08, Tallahassee, Florida 32399-1713.

Rulemaking Authority 381.0065(3)(a) FS. Law Implemented 381.0065 FS. History—New 12-22-82, Amended 2-5-85, Formerly 10D-6.48, Amended 3-17-92, 1-3-95, Formerly 10D-6.048, Amended 11-19-97, 3-22-00, 9-5-00, 11-26-06, 6-25-09, 7-16-13.



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

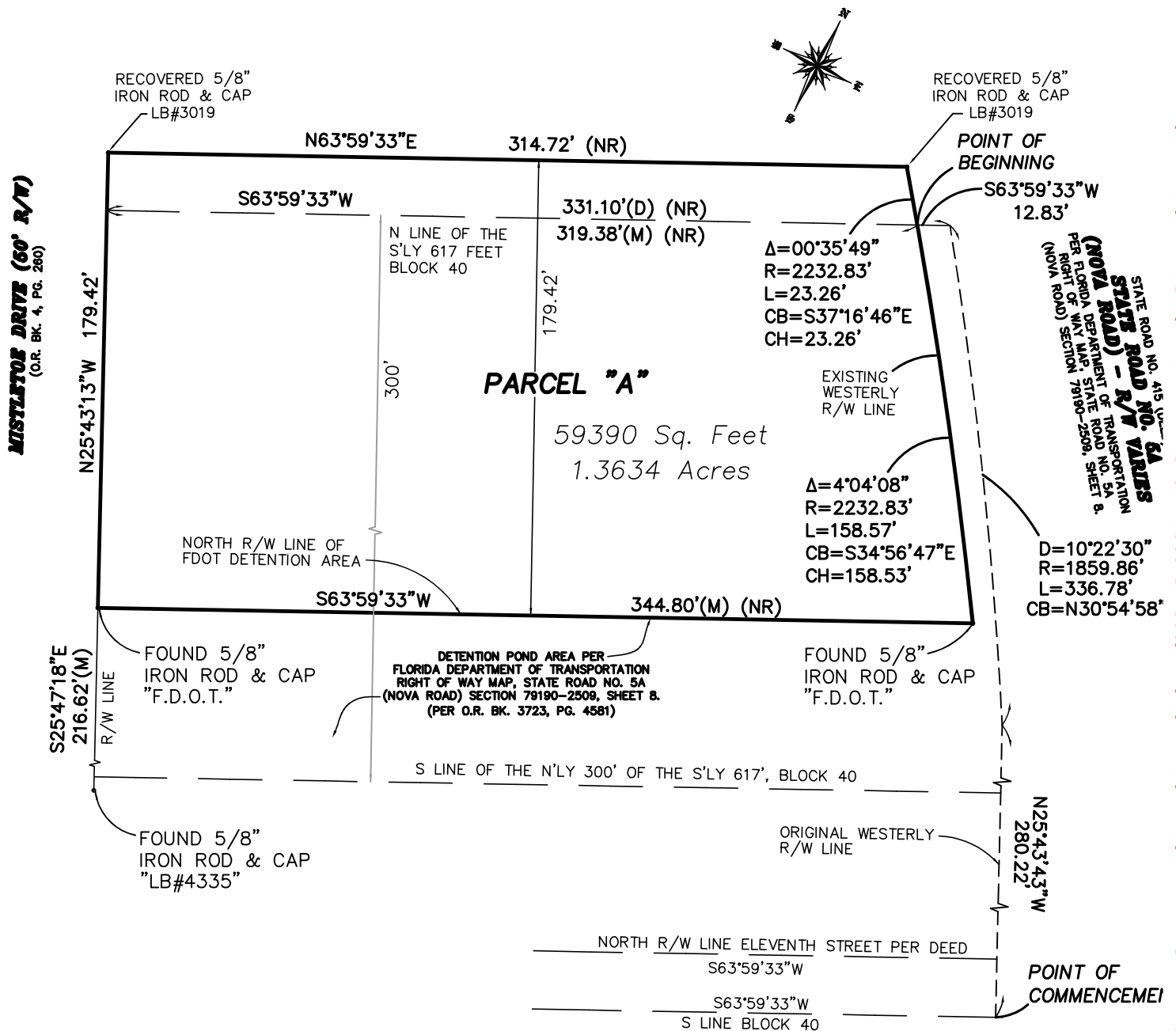
LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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WWW.SLIGERASSOCIATES.COM

7.5.i

RECORDING INFORMATION



GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

SKETCH OF DESCRIPTION ONLY
THIS IS NOT A BOUNDARY SURVEY

FOR: BB&B INVESTMENTS, INC.

JOB # 20-1245

SHEET 1 OF 2

ABBREVIATIONS

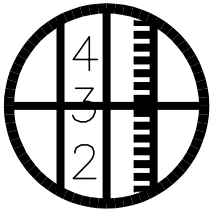
W	WETLAND
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
CE	CONSERVATION EASEMENT
PRC	POINT OF REVERSE CURVE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTRA POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Packet Pg. 419

Attachment: Survey and Legal Description (2021-O-3035 : 1652 N Nova Road - CPA and Rezone)



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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DESCRIPTION PARCEL A:

THE SOUTHERLY 179.42 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF BLOCK 40, HOPKINS MAP OF FITCH GRANT, AS PER MAP RECORDED IN DEED BOOK "C", PAGE 79, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 40 WITH THE ORIGINAL WESTERLY LINE OF STATE ROAD #415 (A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED); THENCE NORTH 25°43'43" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 280.22 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1859.86 FEET A CENTRAL ANGLE OF 10°22'30" AND A CHORD BEARING OF N30°54'58"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 336.78 FEET; THENCE DEPARTING FROM SAID ORIGINAL RIGHT-OF-WAY S63°59'33"W, A DISTANCE OF 12.83' (WESTERLY AND PARALLEL TO 11TH STREET A DISTANCE OF 331.10 FEET TO A POINT IN THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) TO THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET; A CENTRAL ANGLE OF 04°04'08" AND A CHORD BEARING OF S34°56'47"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 158.57 FEET; THENCE S63°59'33"W, A DISTANCE OF 344.80 FEET TO THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE N25°43'13"W ALONG SAID MISTLETOE DRIVE, 179.42 FEET; THENCE N63°59'33"E A DISTANCE OF 314.72 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD (STATE ROAD 5A) TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET A CENTRAL ANGLE OF 00°35'49" AND A CHORD BEARING OF S37°16'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 23.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 59,390 SQ.FT., 1.36 ACRES

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 5A (NOVA ROAD), SECTION 79190-2509, SHEET 8, WITH THE BEARING ON THE NORTHERLY R/W LINE OF DETENTION AREA BEING N63°59'33"E.
3. THIS SKETCH IS BASED ON A BOUNDARY SURVEY PREPARED BY THIS FIRM, BEING THE BOUNDARY SURVEY FOR A PORTION OF BLOCK 40 HOPKINS MAP OF FITCH GRANT VOLUSIA COUNTY, FLORIDA.
4. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. DESCRIPTION CREATED BY SLIGER & ASSOCIATES INC. (JOB NO. 20-0622)

REFERENCE: A PORTION OF BLOCK 40 HOPKINS MAP OF FITCH GRANT VOLUSIA COUNTY, FLORIDA.

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\ INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF DESCRIPTION	BB&B INVESTMENTS, INC.	10-17-2020	20-1245
	AND VOLUSIA RESIDENTIAL CONSTRUCTION, LLC,		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL OR
DIGITAL SIGNATURE OR DIGITAL SEAL ON DIGITAL VERSIONS

FOR: BB&B INVESTMENTS, INC.

DATE	JOB NO.	P.C.	DRW.	CHECKED BY
10-17-2020	20-1245		TJ	J BARNES
SKETCH OF DESCRIPTION				
BOUNDARY SURVEY				
TOPOGRAPHIC SURVEY				
FOUNDATION LOCATED				
FINAL IMPROVEMENTS				
RECERTIFICATION				
PROPOSED HOUSE LOCATION				

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS I CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY W BARNES
Digitally signed by
JEFFREY W BARNES
Date: 2020.11.05
08:17:54 -05'00'

J.E. ZAPERT, P.L.S. NO. 4046
JEFF W. BARNES P.S.M. NO. 5576
C.O. VAN KLEECK JR. P.S.M. NO. 6149
MICHAEL S. MURPHY

Table 1: Land Use and Zoning Table

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Parking Lot	MXZ	I-1
North	Parking Lot & Commercial Development	Commercial	CC-1
South	FDOT Retention Pond	MXZ	I-1
East	N. Nova Road & Commercial & Multi-family Development	Commercial and MDR	B-4 and R-6
West	Mistletoe Drive and Single-Family Residential	UMI	R-4

MXZ Future Land Use (Current)

(1) Mixed Use Zone (MXZ) - an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed use zones; Existing and Planned.

(a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

An Existing Mixed Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

(b) Planned - Planned mixed use developments shall require a mix of both residential and nonresidential uses. This type of project should functionally and physically integrate a mix of commercial (office and retail), industrial, if desirable, residential (including affordable housing), and recreational uses. Large projects should provide land for public/semipublic uses. Mixed use projects should contain high levels of internal capture of trips and encourage pedestrian and bicycle traffic. A Comprehensive Plan amendment will be required to designate such areas as a Mixed Use Zone.

The actual mix of land uses should produce approximately twenty percent (20%) internal capture for daily trips. The amount of internal capture of trips shall be determined through a traffic impact analysis. In order to provide the appropriate mix of uses the land uses should fall within the following ranges:

Residential: up to 90% of acreage of entire project Multi-Family: 10% to 50% of residential (Density up to 16 du/ac) Single-Family: up to 90% (Density: up to 5 du/ac)

Nonresidential: 10% to 90% of acreage of entire project Retail: up to 75% of nonresidential (0.50 FAR) Other: up to 60% of nonresidential (0.80 FAR)

General Commercial Development (Proposed)

The ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

I-1 LIGHT INDUSTRIAL CLASSIFICATION (Current Zoning)

Purpose and intent: The purpose and intent of the I-1 Light Industrial Classification is to provide sufficient space in appropriate locations for industrial operations engaged in the fabricating, repair or storage of manufactured goods of such a nature that objectionable byproducts of the activity (such as odors, smoke, dust, refuse, electro-magnetic interference, noise in excess of that customary to loading, unloading and handling of goods and materials) are not nuisances beyond the lot on which the facility is located.

Permitted principal uses and structures: In the I-1 Light Industrial Classification, no premises shall be used except for the following industrial uses and their customary accessory uses or structures: (Ord. No. 98-25, § VII, 12-17-98)

Adult bookstores (refer to subsection [72-290](#)(1). (Ord. No. 92-6, § XLII, 6-4-92)

Adult theaters (refer to subsection [72-290](#)(1). (Ord. No. 92-6, § XLII, 6-4-92)

Agricultural or farm implement manufacturers.

Aircraft and aircraft part manufacturers.

Aluminum extrusion, rolling manufacturers.

Automobile, truck, truck-trailer, motorcycle, mobile home, manufactured dwelling, recreational vehicle and bicycle manufacturers. (Ord. No. 84-1, § XXXVI, 3-8-84)

Automobile service station, type B.

Bakery products manufacturers.

Basket and hamper manufacturers.

Bedding manufacturers.

Beverage manufacturers.

Blacksmith shops.

Boat manufacturers.

Bolt, nut, screw, washer and rivet manufacturers.

Box and crate manufacturers.

Building components manufacturers.

Building materials storage and sales.

Bus garages and repair shops.

Business equipment manufacturers.

Button manufacturers.

Candy manufacturers. (Ord. No. 84-1, § XXXVI, 3-8-84)

Carbon paper and inked ribbon manufacturers.

Carpet and rug manufacturers.

Chewing gum manufacturers.

Chocolate, cocoa and related products manufacturers.

Cigar and cigarette manufacturers.

Cleaning and dyeing of garments, hats and rugs.

Coal and coke storage and sales.

Coffee, tea and spice processing. (Ord. No. 84-1, § XXXVI, 3-8-84)

Communication towers not exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)

Condensed and evaporated milk processing. (Ord. No. 84-1, § XXXVI, 3-8-84)

Container manufacturers.

Contractor's shop, storage and equipment yard. Convenience stores with more than eight vehicular service positions per fuel dispenser island. (Ord. No. 2004-20, § V, 12-16-04)

Cosmetic and toiletry manufacturers.

Creamery and dairy operations.

Culvert manufacturers.
 Dairy products manufacturers.
 Display and sale (retail or wholesale) of products or parts manufactured, assembled, or otherwise used by the manufacturer, on the premises. (Ord. No. 81-39, § XXVI, 11-19-81; Ord. No. 90-34, § 39, 9-27-90)
 Dry-cleaning plants.
 Electrical component manufacturers.
 Essential utility services.
 Exempt excavations (refer to subsection [72-293](#)(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article. (Ord. No. 84-1, § III, 3-8-84; Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 39, 9-27-90)
 Exempt landfills (refer to subsection [72-293](#)(16)). (Ord. No. 89-20, § VI, 6-20-89; Ord. No. 90-34, § 39, 9-27-90)
 Exterminating establishments.
 Feed and seed processing and storage.
 Financial institutions.
 Fire stations. (Ord. No. 92-6, § XLII, 6-4-92)
 Firearms manufacturers.
 Flex office/warehouse facility. (Ord. No. 2004-20, § V, 12-16-04)
 Food products manufacturers.
 Fruit and vegetable handlers or processors.
 Fur finishing.
 Furniture manufacturers.
 Gas or steam fitting shops.
 Grain blending and packaging, but not milling.
 Greenhouses.
 Heating, air conditioning, ventilation, stove, refrigerator manufacturers.
 Heavy truck sales, rental, storage (not including salvage or junkyards) or service establishments. (Ord. No. 2004-20, § V, 12-16-04)
 Helipads.
 Home occupations, class A (refer to [section 72-283](#)). (Ord. No. 86-16, § X, 10-23-86)
 Hosiery mills.
 Ice manufacturers.
 Industrial vocational training school.
 Insecticides, fungicides, disinfectants and related industrial and household chemical compounds (blending only).
 Iron, ornamental manufacturers.
 Knitting, weaving, printing, finishing of textiles and fibers into fabric goods.
 Laundries and linen services.
 Leather goods manufacturers (not including tanning operations).
 Machinery and machine shops.
 Meat products (no slaughtering).
 Moving and storage companies.
 Nail, tack, spike and staple manufacturers.
 Outdoor entertainment event (refer to [section 10-31](#) et seq., article II, Code of Ordinances of the County of Volusia). (Ord. No. 2002-22, § XIV, 11-7-02)
 Perfumes and perfumed soaps (compounding only).
 Pest exterminators.
 Pharmaceutical products, drugs (compounding only).
 Planning and millwork manufacturers.

Plastic products manufacturers (secondary production). (Ord. No. 90-34, § 39, 9-27-90)
 Plating, electrolytic process.
 Plumbing supply.
 Printing, publishing and engraving.
 Publicly owned parks and recreational areas. (Ord. No. 92-6, § XLII, 6-4-92)
 Publicly owned or regulated water supply wells. (Ord. No. 92-6, § XLII, 6-4-92)
 Radiator repair, cleaning and flushing establishments.
 Radio and television broadcasting stations.
 Recycling collection center. (Ord. No. 90-34, § 39, 9-27-90)
 Recycling transfer station. (Ord. No. 92-6, § XLII, 6-4-92)
 Research and development establishment. (Ord. No. 2004-20, § V, 12-16-04)
 Restaurants, types A and B, when contained within the principal industrial structure.
 Sawmills.
 Scale and vault manufacturers.
 Sheet metal products manufacturers.
 Sign and paint shop.
 Solid waste transfer station. (Ord. No. 92-6, § XLII, 6-4-92)
 Tool, die and gauge shops.
 Railroad yards, sidings and terminals.
 Trailer, carriage and wagon manufacturers.
 Truck or freight transfer terminals. (Ord. No. 82-20, § XI, 12-9-82)
 Truck stops.
 Truck, automobile, boat, mobile recreational vehicle and shelter, motorcycle and trailer storage.
 (Ord. No. 92-6, § XLII, 6-4-92)
 Warehouses.
 Welding or soldering shops.
 Wholesale houses and distributors.
 Wood product manufacturers.
 Yards of general contractors engaged in building or heavy construction.
 Yarn, threads and cordage manufacturers.
 (Ord. No. 2004-20, § V, 12-16-04)

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections [72-293](#) and [72-415](#) of this article. (Ord. No. 90-34, § 39, 9-27-90)

Air curtain incinerators (refer to subsection [72-293](#)(19)). (Ord. No. 90-34, § 39, 9-27-90)
 Animal hospitals, veterinary clinics.
 Communication towers exceeding 70 feet in height above ground level. (Ord. No. 97-19, § II, 8-7-97)
 Circus headquarters. (Ord. No. 87-14, § VIII, 6-18-87)
 Fixed-wing aircraft landing fields.
 Flea markets (refer to subsection [72-293](#)(7)). (Ord. No. 90-34, § 39, 9-27-90)
 Gas and oil wells. (Ord. No. 84-1, § XXXVI, 3-8-84)
 Group homes. (Ord. No. 94-4, § XLIV, 5-5-94)
 Junkyards (refer to subsection [72-293](#)(11)). (Ord. No. 84-1, § XXXVI, 3-8-84)
 Materials recovery facility as regulated under Rule 62-701.700, F.A.C., (minimum parcel size of 20 acres) (refer to subsection [72-293](#)(16)). (Ord. No. 2004-20, § V, 12-16-04)
 Nonexempt excavations (refer to subsection [72-293](#)(15)). (Ord. No. 89-20, § VIII, 6-20-89; Ord. No. 90-34, § 39, 9-27-90)
 Only one single-family dwelling for the owner or manager of an existing permitted principal use.
 (Ord. No. 84-1, §§ XXX, XXXVI, 3-8-84)

Professional and trade schools related to permitted uses (refer to subsection [72-293\(5\)](#)).
 Public uses not listed as a permitted principal use. (Ord. No. 92-6, § XLII, 6-4-92)
 Public utility uses and structures (refer to subsection [72-293\(1\)](#)). (Ord. No. 84-1, § III, 3-8-84)
 Schools, parochial or private (refer to subsection [72-293\(4\)](#)).
 Silverware and plateware manufacturers. (Ord. No. 90-34, § 39, 9-27-90)
 Temporary and permanent asphalt batching and cement plants (refer to subsection [72-293\(9\)](#)).
 Tire retreading, recapping and vulcanizing shops. (Ord. No. 90-34, § 39, 9-27-90)
 (Ord. No. 89-20, § XIII, 6-20-89; Ord. No. 90-34, § 39, 9-27-90; Ord. No. 98-25, § VII, 12-17-98)
 (Ord. No. 2004-20, § V, 12-16-04)

Dimensional requirements:

Minimum lot size:

Area: One acre. (Ord. No. 2004-20, § V, 12-16-04)
 Width: 150 feet. (Ord. No. 2004-20, § V, 12-16-04)

Minimum yard size:

Front yard: 30 feet.

Side yard: Ten feet, unless abutting an agricultural, residential or mobile home zoned property, then 35 feet. (Ord. No. 81-39, § XXVII, 11-19-81; Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04)

Rear yard: 20 feet, unless abutting an agricultural, residential or mobile home zoned property, then 35 feet. (Ord. No. 98-25, § VII, 12-17-98; Ord. No. 2004-20, § V, 12-16-04)

For buildings over 35 feet in height, the side and rear yards shall be increased by one foot of yard for each foot of building height over 35 feet. (Ord. No. 81-39, § XXVII, 11-19-81; Ord. No. 98-25, § VII, 12-17-98)

Waterfront yard: 25 feet. For buildings over 35 feet in height, the waterfront yard shall be increased one foot for each foot of height over 35 feet. (Ord. No. 82-20, § XIII, 12-9-82; Ord. No. 90-34, § 39, 9-27-90; Ord. No. 94-4, § XLIV, 5-5-94)

Maximum building height: 45 feet; abutting a residential classification, 35 feet. (Ord. No. 81-39, § XXVII, 11-19-81; Ord. No. 92-6, § XLII, 6-4-92)

Maximum lot coverage: No maximum.

Off-street parking and loading requirements: Off-street parking and loading areas meeting the requirements of [section 72-286](#) shall be constructed. (Ord. No. 90-34, § 39, 9-27-90)

Landscape buffer requirements: Landscaped buffer areas meeting the requirements of [section 72-284](#) shall be constructed.

Final site plan requirements: Final site plan approval meeting the requirements of division 3 of the Land Development Code [article III] is required. (Ord. No. 88-2, § IV, 1-19-88)

DIVISION 12. - CC-1, COMMERCIAL CORRIDOR DISTRICT

(Proposed Zoning)

Sec. 114-591. - Scope.

This division shall apply to the CC-1 commercial corridor district.

(Ord. No. 2408, § 1(5.5.21.A), 8-8-95)

Sec. 114-592. - Intent.

The CC-1 district regulations are intended to promote a relatively intense mix of uses along Ridgewood Avenue, including general retail, wholesale commercial, light industrial and limited residential uses, that are compatible and functionally related so as to enhance the economy of the area; to promote functionally efficient and visually attractive open spaces along the street and between buildings; and to promote the efficient use of Ridgewood Avenue and to minimize the deleterious effects of vehicle turning movements on its traffic-carrying capacity through reasonable access controls.

(Ord. No. 2408, § 1(5.5.21.B), 8-8-95)

Sec. 114-593. - Permitted principal uses and structures.

Permitted principal uses and structures in the CC-1 district are as follows:

- (1) Administrative offices.
- (2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (3) Adult day care centers.
- (4) Banks and savings and loans.
- (5) Barbershops.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Beauty salons.
- (8) Business services.
- (9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.
- (10) Child day care centers.
- (11) Civic, fraternal and service organizations.
- (12) Clubs, private.
- (13) Convenience grocery stores.
- (14) General office uses.
- (15) Hospitals.
- (16) Hotels/motels.

- (17) Houses of worship.
- (18) Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale.
- (19) Manufacturing (light industrial).
- (20) Marinas.
- (21) Medical and dental clinics.
- (22) Miniwarehouses.
- (23) Motor vehicle sales and rentals.
- (24) Newsstands.
- (25) Personal services.
- (26) Prescription pharmacies.
- (27) Professional services offices.
- (28) Public uses.
- (29) Public utility uses and structures.
- (30) Recreational vehicles and equipment sales (including boat sales).
- (31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).
- (32) Rest and convalescent homes.
- (33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (34) Retail sales and services.
- (35) Retail specialty shops.
- (36) Self-service laundromats.
- (37) Shopping centers.
- (38) Veterinary clinics.
- (39) Warehousing and distribution.
- (40) Motor vehicle and marine sales, services, parts and repair.
- (41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.

The development code administrator and the city planner may jointly authorize any use which is similar in character to any listed permitted use and which is clearly within the legislative intent of the classification.

(Ord. No. 2408, § 1(5.5.21.C), 8-8-95; Ord. No. 2416, § 1, 10-10-95; Ord. No. 2817, § 2, 10-9-07)

Sec. 114-594. - Prohibited uses.

The following uses are prohibited in the CC-1 district:

- (1) Asphalt batching plants.
- (2) Blood plasma centers.
- (3) Bulk storage of petroleum products and other flammable substances.
- (4) Concrete plants.
- (5) Truck and automobile salvage yards.
- (6) Temporary labor halls and similar uses, but not including employment services.
- (7) Tattoo parlors, except that tattoo parlors shall be permitted on CC-1 zoned property only within the redevelopment district overlay if approved by special exception.

(Ord. No. 2408, § 1(5.5.21.D), 8-8-95; Ord. No. 2460, § 1, 3-25-97; Ord. No. 2999, § 2, 3-13-18)

Sec. 114-595. - Permitted accessory uses and structures.

Permitted accessory uses and structures in the CC-1 district are as follows:

- (1) Advertising signs, subject to the provisions of chapter 110.
- (2) Uses customarily associated with, dependent on and incidental to the permitted principal use.
- (3) Outside display, storage or sale of goods and objects that are customarily associated with and incidental to a permitted principal use. (Refer to section 114-767.)

(Ord. No. 2408, § 1(5.5.21.E), 8-8-95)

Sec. 114-596. - Special exceptions.

Special exceptions in the CC-1 district are as follows:

- (1) Automobile service stations (type A and B) (Refer to section 114-682.)
- (2) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-691.)
- (3) Fence manufacturing and assembly. (Refer to section 114-684.)
- (4) Flea markets and farmers' markets. (Refer to section 114-676.)
- (5) Restaurants, types A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (6) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (7) Transmission repair services. (Refer to section 114-681.)
- (8) Truck and rail freight terminals.

(Ord. No. 2408, § 1(5.5.21.F), 8-8-95)

Sec. 114-597. - Dimensional requirements.

Dimensional requirements in the CC-1 district are as follows:

(1) *Minimum lot size.*

- a. Area: 10,000 square feet.
- b. Depth: 100 feet.
- c. Width: 100 feet.

(2) *Minimum yard size.*

- a. Front (abutting Ridgewood Avenue and LPGA Boulevard): 25 feet; (abutting all other streets: 15 feet)
- b. Rear: 15 feet, plus three feet for each story over three.
- c. Side: Ten feet.

(3) *Maximum building height.*

- a. Maximum building height is 30 feet, measured from the centerline elevation of Ridgewood Avenue.
- b. Maximum building height shall be increased by ten feet for every 10,000 feet of lot area over 20,000 square feet lot size; provided, however, that under no circumstances shall the building height exceed 70 feet or seven stories.

(4) *Maximum lot coverage.* None.

(Ord. No. 2408, § 1(5.5.21.G), 8-8-95; Ord. No. 2435, § 1, 7-23-96; Ord. No. 2466, § 1, 5-27-97)

UMI - Urban Medium Intensity – FLU (Volusia County)

Urban Medium Intensity (UMI) - Areas that contain residential development at a range of greater than four (4) to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter ($\frac{1}{4}$) mile of another jurisdiction shall require notification to that jurisdiction.

Medium Density Residential Development - FLU (Holly Hill)

Medium density residential development - the number of dwelling units shall be more than 6 but fewer than 20 per net acre.

R-4 URBAN SINGLE-FAMILY (Volusia County)

Purpose and intent: The purpose and intent of the R-4 Urban Single-Family Residential Classification is to provide medium-density residential developments, preserving the character of existing or proposed residential neighborhoods.

Permitted principal uses and structures: In the R-4 Urban Single-Family Residential Classification, no premises shall be used except for the following uses and their customary accessory uses or structures:

Cluster and zero lot line subdivisions (refer to subsection [72-304](#)).

Communication towers not exceeding 70 feet in height above ground level.

Essential utility services.

Exempt excavations (refer to subsection [72-293](#)(15)) and/or those which comply with division 8 of the Land Development Code of Volusia County [article III] and/or final site plan review procedures of this article.

Exempt landfills (refer to subsection [72-293](#)(16)).

Fire stations.

Home occupations, class A (refer to [section 72-283](#)).

Houses of worship.

Parks and recreational areas accessory to residential developments.

Public schools.

Publicly owned parks and recreational areas.

Publicly owned or regulated water supply wells.

Single-family standard or manufactured modular dwelling.

Permitted special exceptions: Additional regulations/requirements governing permitted special exceptions are located in sections [72-293](#) and [72-415](#) of this article.

Bed and breakfast (refer to subsection [72-293](#)(19)).

Cemeteries (refer to subsection [72-293](#)(4)).

Communication towers exceeding 70 feet in height above ground level.

Day care centers (refer to subsection [72-293](#)(6)).

Dogs and cats boarded as personal pets exceeding the number permitted in subsection [72-306](#)(a).

Excavations only for stormwater retention ponds for which a permit is required by this article.

Garage apartments.

Off-street parking areas (refer to subsection [72-293](#)(14)).

Public uses not listed as a permitted principal use.

Public utility uses and structures (refer to subsection [72-293](#)(1)).

Recreational areas (refer to subsection [72-293](#)(3)).

Schools, parochial or private (refer to subsection [72-293](#)(4)).

R-6 (Holly Hill)

Sec. 114-253. - Permitted principal uses and structures.

Permitted principal uses and structures in the R-6 district are as follows:

(1)Single-family dwellings. (2)Two-family dwellings. (3)Multifamily dwellings. (4)City-owned parks and open space. (5)Essential utility uses and structures.

(Ord. No. 2352, § 2(5.5.9.C), 7-13-93)

Sec. 114-254. - Permitted accessory uses and structures.

Permitted accessory uses and structures in the R-6 district are as follows: uses customarily associated with, dependent on and incidental to the permitted principal use.
(Ord. No. 2352, § 2(5.5.9.D), 7-13-93)

Sec. 114-255. - Special exceptions.

Special exceptions in the R-6 district are as follows:

(1)Public schools. (Refer to section 114-662.) (2)Meeting places for civic, fraternal and community service organizations. (Refer to section 114-663.) (3)Cemeteries. (Refer to section 114-664.) (4)Rest homes and retirement centers. (Refer to section 114-671.) (5)Residential retirement health care facilities. (Refer to section 114-672.) (6)Child day care centers. (Refer to section 114-667.) (7)Adult day care centers. (Refer to section 114-668.) (8)Adult congregate living facilities. (Refer to section 114-665.) (9)House of worship. (Refer to section 114-666.)
(Ord. No. 2352, § 2(5.5.9.E), 7-13-93; Ord. No. 2956, § 1, 11-11-14)

B-4 (Holly Hill)**Sec. 114-443. - Permitted principal uses and structures.**

Permitted principal uses and structures in the B-4 district are as follows:

(1)Any use permitted in the B-1 professional office/hospital-medical district.(2)Administrative offices.(3)Retail sales and services.(4)Personal services.(5)Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.(6)Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.(7)Houses of worship.(8)Application of permanent makeup.(9)Adult day care centers.
(Ord. No. 2352, § 2(5.5.16.C), 7-13-93; Ord. No. 2398, § 1, 5-9-95; Ord. No. 2460, § 1, 3-25-97; Ord. No. 2495, § 1, 1-13-98)

Sec. 114-444. - Prohibited uses.

Prohibited uses in the B-4 district are as follows:

(1)Blood banks.(2)Tattoo parlors except that tattoo parlors shall be permitted on B-4 zoned property only within the redevelopment district overlay if approved by special exception.
(Ord. No. 2454, § 1, 3-11-97; Ord. No. 2460, § 1, 3-25-97; Ord. No. 2999, § 2, 3-13-18)

Sec. 114-445. - Permitted accessory uses and structures.

Permitted accessory uses and structures in the B-4 district are as follows:

(1)Uses customarily associated with, dependent on and incidental to the permitted principal use.(2)Outside display, storage or sale of goods and objects that are customarily associated with and incidental to a permitted principal use. (Refer to section 114-767.)
(Ord. No. 2352, § 2(5.5.16.D), 7-13-93; Ord. No. 2454, § 1, 3-11-97)

Sec. 114-446. - Special exceptions.

Special exceptions in the B-4 district are as follows:

(1)City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)(2)Child day care centers. (Refer to section 114-667.)(3)Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)(4)Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)(5)Motor vehicle rentals. (Refer to section 114-675.)(6)Type A and B service stations. (Refer to section 114-682.)(7)Flea markets and farmers' markets. (Refer to section 114-676.)(8)Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)(9)Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through

R-9 zoned property. (Refer to section 114-691.)(10)New and used car lots. (Refer to section 114-683.)(11)Indoor shooting ranges. (Refer to section 114-697.)(12)Schools (public, private, parochial or technical) (Refer to section 114-698.)(13)Amusement center. (Refer to section 114-701.) (Ord. No. 2352, § 2(5.5.16.E), 7-13-93; Ord. No. 2361, § 1(V), 11-9-93; Ord. No. 2471, § 1, 6-24-97; Ord. No. 2454, § 1, 3-11-97; Ord. No. 2495, § 1, 1-13-98; Ord. No. 2561, § 1, 5-11-99; Ord. No. 2680, § 2, 1-27-04)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: January 26, 2021
FROM: Scott Gutauckis
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from I-1 (Light Industrial) to Cc-1 (Commercial Corridor District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: 2021-O-3036
APPLICANT: Brian Walker
PLANNER:

DISCUSSION:

The information and attachments for this Ordinance 3036, can be found in the agenda item for Ordinance 3035 for the property located at 1652 N. Nova Road.

Ordinance No. 2021-3036

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM I-1 (LIGHT INDUSTRIAL) TO CC-1 (COMMERCIAL CORRIDOR DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM I-1 (LIGHT INDUSTRIAL) TO CC-1 (COMMERCIAL CORRIDOR DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment “A” as CC-1 (Commercial Corridor District.)

SECTION 2. Development of the property described in Attachment “A” shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on this 26th day of JANUARY, 2021
for second and final reading.**

ATTACHMENT “A”**LEGAL DESCRIPTION**

THE SOUTHERLY 179.42 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF BLOCK 40, HOPKINS MAP OF FITCH GRANT, AS PER MAP RECORDED IN DEED BOOK "C", PAGE 79, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 40 WITH THE ORIGINAL WESTERLY LINE OF STATE ROAD #415 (A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED); THENCE NORTH 25°43'43" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 280.22 FEET TO THE BEGINNING OF A

CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1859.86 FEET A CENTRAL ANGLE OF 10°22'30" AND A CORD BEARING OF N30°54'58"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 336.78 FEET; THENCE DEPARTING FROM SAID ORIGINAL RIGHT-OF-WAY S63°59'33"W, A DISTANCE OF 12.83' (WESTERLY AND PARALLEL TO 11TH STREET A DISTANCE OF 331.10 FEET TO A POINT IN THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) TO THE EXISTING RIGHT OF WAY LINE OF SAID STATE ROAD AND THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET; A CENTRAL ANGLE OF 04°04'08" AND A CHORD BEARING OF S34°56'47"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 158.57 FEET; THENCE S63°59'33"W, A DISTANCE OF 344.80 FEET TO THE EASTERLY LINE OF MISTLETOE DRIVE (A 50 FOOT STREET AS RECORDED IN OFFICIAL RECORDS BOOK 4, PAGE 260, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE N25°43'13"W ALONG SAID MISTLETOE DRIVE, 179.42 FEET; THENCE N63°59'33"E A DISTANCE OF 314.72 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD (STATE ROAD 5A) TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2232.83 FEET A CENTRAL ANGLE OF 00°35'49" AND A CHORD BEARING OF S37°16'46"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 23.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 59,390 SQ. FT., 1.36 ACRES