



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, April 10, 2023
6:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

**Please join the GoToMeeting
from your computer, tablet or smartphone:**

<https://meet.goto.com/553776965>

or dial in using your phone:

+1 (872) 240-3212 - Access Code: 553-776-965

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Jodi Wilkeson
Roll Call – City Clerk Lori Hillman
Invocation – Councilman Alan Knight
Pledge of Allegiance – Council President Jodi Wilkeson

1. MAYOR

- 1.1 Special Recognition - Lonnie Cooper and Michael Sheffler
 - 1. SKM_C650i23040615090
- 1.2 Kerney Pelfrey Retirement Plaque
 - 1. SKM_C650i23040615020
- 1.3 Water Conservation Proclamation
 - 1. Water Conservation Month - 2023

2. CONSENT ITEMS

- 2.1 Approval of BGE Task Order 101-23 - South Avenue Extension Project

1. BGE Task Order 101-23
- 2.2 Approval of Amici Engineering Contractors Agreement 25-23-02 for Northside Lift Station and Force Main Project
 1. 25-23-02 Amici - Northside-LSFM Agreement
3. BUSINESS ITEMS/PUBLIC HEARING
 - 3.1 Vacation of Right-of-Way Along a Portion of Henry Drive Abutting the Tyson Townhome Project
 First Reading **RESOLUTION NO. 814-23 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA RELATED TO VACATION OF RIGHT-OF-WAY OF A PORTION OF HENRY DRIVE. "**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Resolution No. 814-23 on the First Reading
 1. VAC 05-22 Staff Report Vacation of Portion of Henry Drive April 10 2023 City Council
 2. VAC 05-23 Vacation of Portion of Henry Drive Staff Report Attachments Final
 3. F2021-502 HENRY DR DEDICATION S&S
 4. RESOLUTION 814-23 Vacate Portion of ROW – Henry Drive
 5. Quit Claim Deed - Vacation of Portion of Henry Drive
4. PLANNING DIRECTOR'S REPORT
 - 4.1 SUB 31-22 Tyson Townhome Final Plat
 1. SUB 31-22 Staff Report Tyson Townhomes Final Plat
 2. Sub 31-22 Tyson Town Homes Final Plat Attachments
 3. SUB 31-22 Tyson Townhomes Final Plat
 4. 41-23-11 Subdivider's Agreement Tyson Townhomes
 5. Tyson Townhomes Performance Bond
 6. Tyson Townhomes Maintenance Bond
5. CITY MANAGER'S REPORT
 - 5.1 Tyler Utility Customer Service Module - 25-23-04
 1. Tyler Cost for Utility CIS Packages
 2. Standard SOW UB Data Conversion Assistance - Zephyrhills V2 (002) (1)
 3. Zephyrhills FL Amend 040423 (1)
 4. Zephyrhills Tyler Payments expansion UB OTC (1)
 5. Zephyrhills UB CIS SOW Final 03142023 (1)
6. CITY ATTORNEY'S REPORT
 - 6.1 May 4, 2023 Municipal Association of Pasco Meeting in New Port Richey, FL
 First Reading **RESOLUTION NO. 813-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE."**
 1. Resolution 813-23 Participation in 05-04-2023 MAP Meeting

6.2 Florida Water Star - Water Conservation

First Reading **ORDINANCE NO. 1457-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING A NEW SECTION TO CHAPTER 156 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 156.30-156.36 ESTABLISHING FLORIDA WATER STARSM CERTIFICATION REQUIREMENTS FOR NEW CONSTRUCTION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE."**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No. 1457-23 on the First Reading

1. Ordinance No. 1457-23 Florida Water Star - Water Conservation

7. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

8. NOTED ITEMS

8.1 Depository Deposit Listing

1. City of Zephyrhills Bank Depository

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**



**ZEPHYRHILLS
CITY COUNCIL**

***SPECIAL
RECOGNITION***

**LONNIE
COOPER**

2023



ZEPHYRHILLS CITY COUNCIL

SPECIAL RECOGNITION

**MICHAEL
SHEFFLER**

2023



Congratulations on Your Retirement

Kerney Pelfrey
Heavy Equipment Operator III

For your Dedication and
Outstanding Service
to the citizens of the
City of Zephyrhills, Florida

April 25, 1988 - March 31, 2023



PROCLAMATION

City of Zephyrhills, Pasco County, Florida

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, the South West Florida Water Management District, and the City of Zephyrhills are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Zephyrhills, the South West Florida Water Management District, and the State of Florida have designated April, typically a dry month when water demands are most acute, as Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Zephyrhills has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school, and citizen can make a difference when it comes to conserving water, and by helping to save water will thus promote a healthy, sustainable economy and community; and

WHEREAS, the City of Zephyrhills is proudly known as the City of Pure Water.

NOW, THEREFORE, I, Gene Whitfield, on this 10th day of April, 2023, by virtue of the authority vested in me as Mayor of the City of Zephyrhills and on behalf of the City of Zephyrhills City Council, do hereby proclaim the month of April 2023 as

WATER CONSERVATION MONTH

and call upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

By: _____
Gene Whitfield, Mayor

Attest: _____
Lori L. Hillman, City Clerk

CONSENT ITEMS 2.1

Approval of BGE Task Order 101-23 - South Avenue Extension Project

Issue:

Design and permit a 1,300 linear foot roadway extension to serve the proposed National Guard Armory.

Background:

Extend South Avenue North of 6th Avenue to serve as an entrance road to the proposed National Guard Armory.

Attachment(s):

1. BGE Task Order 101-23

Fiscal Impact:

FY 22-23 Budget (State Appropriation) Not to exceed \$67,200

Staff Recommendation:

The Public Works Director and City Manager recommend approval of BGE Task Order 101-23 "South Avenue Extension Project" as presented.



Delivered via email to WPoe@ci.zephyrhills.fl.us

January 16, 2023

Rev. March 14, 2023

City of Zephyrhills
Attn: Mr. William Poe, City Manager
5335 8th St.
Zephyrhills, FL 33542

**RE: Task Order 101-23, South Ave Project
4.8+/- acres at South Avenue, Zephyrhills, Florida**

Dear Mr. Poe:

In accordance with our Professional Services Contract executed on February 13, 2023, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, BGE, Inc. (BGE), Vendor No. 2960, is pleased to provide this proposal for the subject project.

1.0. OVERVIEW

- 1.1. The City of Zephyrhills (Client) desires to retain BGE, Inc. (BGE) to provide professional consulting services associated with the proposed 4.8+/- acres, 1,300 linear foot, roadway extension located at South Avenue & 6th Avenue, Zephyrhills, in Pasco County, Florida. Currently the property is vacant.
- 1.2. The Agencies Having Jurisdiction (AHJ) are:
 - City of Zephyrhills (City)
 - City of Zephyrhills Utilities
 - Southwest Florida Water Management District (WMD)
 - Florida Department of Transportation (FDOT)
- 1.3. The project includes 1,300± lf. of roadway extension of South Street to the north. This will be designed and permitted as a single-phase project (one set of plans). The project will also include stormwater drainage infrastructure, roadway sidewalks, and utility infrastructure (water and sanitary sewer) extensions. It is assumed that the project will be constructed and certified as one phase.
- 1.4. The Client will obtain consultants to provide geotechnical, surveying, and legal services as needed for the project. BGE will coordinate with the Client's consultants and land use attorney as needed to complete the construction plan design and permitting for the project.
- 1.5. The site does not appear to have any floodplain or wetlands onsite. Floodplain compensation and environmental services are not included in this scope.

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1.6. BGE will address permitting requirements associated with the AHJ.

2.0. SCOPE OF SERVICES

2.1 Schematic Design

2.1.1. BGE will prepare a conceptual roadway plan for the proposed development including the associated requirements for stormwater, sidewalks, striping, etc. BGE staff will meet with the Client and provide up to one (1) revision to the concept plan based upon Client input and direction.

2.1.2. Pre-application Meetings

BGE will schedule and attend one (1) virtual pre-application meeting with the AHJ to understand the site plan approval process and receive feedback on the conceptual site plan prepared in Task 2.1.1. if needed.

2.2 Design Development

BGE will compute the final coordinate geometry plan based on the Client approved schematic design plan. The final roadway alignment, sidewalk placement, stormwater locations, and any Client requested special site needs will be confirmed by the Client prior to this task. This computed engineering base map will be provided to the Client for review/approval and will serve as the base map for the roadway plans.

Based on the Client approved base map, BGE will prepare design development plans in accordance with the AHJ Land Development Code (LDC). It is understood that, if required, supporting materials will be provided by the Client and will include the following: surveying, geotechnical analysis/report. The design plans completed under this task will include:

- Preliminary design of the roadway stormwater management conveyance system including proposed storm pipes and inlets connecting to proposed stormwater attenuation and water quality storage.
- Preliminary design of the water main extension to serve future adjacent projects based on the AHJ standard details.
- Preliminary design of the gravity sanitary sewer main extension to serve future adjacent projects based on the AHJ standard details.
- Preparation of the related preliminary design plans (not for construction or permitting) including:
 - Dimensioned roadway plan
 - Paving, grading, drainage plan
 - Utility plan

An analysis of the existing water main and sanitary sewer main is not included in this Scope of Services. The sanitary sewer main is assumed to be a gravity system.

2.3 Construction Documents

BGE will compute the final coordinate geometry plan based on the Client approved concept plan.

This computed engineering base map will be provided to the Client for review/approval and will serve as the base map for the preparation of the Construction Plans.

Based on the Client approved base map, BGE will prepare one Construction Plan submittal package in accordance with the AHJ Land Development Code (LDC). The submittal package includes the applications, engineering analyses, and construction plans for a single-phase project. It is understood that, if required, supporting materials will be provided by the Client and will include the following: traffic analysis, geotechnical analysis/report, and boundary/topographic/tree survey. The construction plans completed under this task will include:

- Design of the 1652± lf two lane (total) roadway expansion with cross sections estimated to be every 50 feet.
- Design of the gravity sewer main extension to serve future adjacent projects based on the AHJ standard details.
- Design of the water main extension to serve future adjacent projects based on the AHJ standard details.
- Preparation of the related construction plans including:
 - Demolition plan
 - Dimensioned roadway plan and profiles
 - Paving, grading, drainage plan
 - Erosion control plan / best management practices (BMP) plans
 - Signage, and striping plan
 - Utility plan and profiles
 - Details

An analysis of the existing water main and sanitary sewer main is not included in this Scope of Services. The sanitary sewer main is assumed to be a gravity system.

The plan set will be utilized for submittals to the AHJ.

2.4 Permit Processing

Provide supplementary information as required during the review of the plans and applications required for acceptance of the design.

This task includes one (1) round of review from the primary AHJ. Additional rounds of review or major changes to the plans directed by the Client will result in Additional Services to this agreement.

2.5 Water Management District (WMD) Permitting

Prepare and submit to WMD the Environmental Resource Permit (ERP) application, drawings, and calculations for the proposed improvements.

This task includes one (1) round of comment responses from the WMD. Additional rounds of comments or major changes to the plans directed by the Client will result in Additional Services to this agreement.

2.6 FDEP Permitting

Prepare and submit the required FDEP permit applications, drawings, and calculations for the water main extension and sanitary sewer gravity main extension.

This task includes one (1) round of comment responses from FDEP. Additional rounds of comments or major changes to the plans directed by the Client will result in Additional Services to this agreement.

2.7 Bidding Services

BGE will prepare an itemized quantity list of the proposed construction improvements based on the approved plans for each proposed project listed above. BGE will review contractor bids/pricing for the projects and address contractor RFI's for bidding purposes. This service does not include the preparation of any other Bid Documents.

This task includes one (1) meeting with contractors and City staff to discuss bidding quantities and address any questions about the plans.

2.8 Engineering Construction Phase / Certification Services

BGE will provide the following Construction Phase Services for the project based on an estimated site related construction time frame of six (6) months per phase. If the construction time frame is extended, additional services will be charged under Task (2.9) Miscellaneous Services.

2.8.1 Construction Observations

BGE will provide observations of the on-going construction, including site grading, paving and utility installation, required to be able to deem the site work substantially complete in accordance with the approved construction plans. This task assumes a total of 24 hours. Additional meetings will be charged under Task (2.9) Miscellaneous Services.

2.8.2 Construction Meetings

BGE will attend a pre-construction meeting, one (1) regularly scheduled construction meeting per month, a punch list meeting, and a final walk-through meeting with the contractor. This task assumes a total of 24 hours. Additional meetings will be charged under Task (2.9) Miscellaneous Services.

2.8.3 Record Drawing Preparation

BGE will prepare record drawings for the storm water, wastewater system and water systems from the as-builts provided by the Client's contractor and the construction surveyor.

2.8.4 Shop Drawing Review

BGE will review shop drawings prepared by the selected contractor. This service assumes only one (1) review after comments are made during the original review. If substantial revisions are still required after the review of the changes, additional services will be charged under Task (2.9) Miscellaneous Services.

2.9 Miscellaneous Services

Miscellaneous service items may be performed under this task as requested by the Client. Items may include meetings with County Utilities staff, County Fire Department, as well as other additional meetings or tasks requested by the Client. Approval by Client will be obtained prior to utilizing this task for services.

2.10 Reimbursable Expenses

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3.0 GENERAL CONDITIONS AND UNDERSTANDINGS

3.1. The following will be provided by the Client:

- 3.1.1** Boundary/topographic/tree survey including floodplain line in CAD.
- 3.1.2** Electronic CAD or GIS files for the WMD Approved JD and SHWL elevation data and locations.
- 3.1.3** Application review fees.
- 3.1.4** Client's consultants to provide survey, geotechnical, and legal services as needed for the project.
- 3.1.5** Copies of all prior permits and approvals.
- 3.1.6** Soil borings.

3.4 The Client's geotechnical engineer will provide existing conditions information about the soils, fill suitability analysis, pavement design recommendations, infiltration rates, seasonal high groundwater elevation (SHWL), and any special site drainage recommendations for the project including infiltration rates.

3.5 The proposed project will be consistent with the AHJ Land Development Regulations, Zoning Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.

3.6 Professional survey of wetland/surface water boundary points and SHWL elevations/locations if jurisdictional areas are observed on the project area and a wetland delineation becomes necessary under a separate proposal.

3.7 **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

4.0 EXCLUDED SERVICES

The professional services that BGE will provide include, and are limited to, those described under Scope of Services, Sections 2.0. All other services are specifically excluded. Specifically excluded items include:

- Well design/permitting / Reclaimed / Irrigation source design and permitting / water use
- Electrical / Mechanical / Structural / Plumbing / Architectural / Archeological services
- Application fees / impact fees / connection fees
- Public meetings and/or presentations other than what is listed within the scope above.
- Preparation of graphics or renderings for the use in public meetings or marketing purposes.
- Redesign due to plan changes imposed by the Client or design team following substantial completion of plans or which may be required in the event additional laws, policies or regulations are promulgated by Governmental Agencies subsequent to the date of this contract.
- Environmental contamination risk studies or analysis, including such services as Phase I or II environmental audits or similar related studies
- Planning Services / Zoning or Land Use Modifications / Public Hearings
- Surveying/ Platting services / Subsurface utility location services
- Environmental / Geotechnical services
- Landscape Architecture / Irrigation Design
- Floodplain modeling / CLOMR / LOMR
- Traffic analysis / design / permitting
- Site lighting / photometric design services
- NPDES permitting / SWPPP preparation / LEED support services / FGBC support services / CPTED review and principles
- WMD Water Use Permit / FDEP Air Quality Permits
- Preservation Area Management Plans or Natural Resource Management Plans
- Tree Protection Plan/permit, general tree surveys, grand or specimen tree surveys, arborist related services

5.0 FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Schematic Design	Lump Sum	\$3,000
2.2	Design Development	Lump Sum	\$26,000
2.3	Construction Documents	Lump Sum	\$13,000
2.4	Permit Processing	Lump Sum	\$3,000
2.5	Water Management District (WMD) Permitting	Lump Sum	\$7,000
2.7	FDEP Permitting	Lump Sum	\$3,500
2.8	Bidding Services	Hourly NTE	\$3,000
2.8	Engineering Construction Phase / Certification Services	Hourly NTE	\$7,500
2.9	Miscellaneous Services	Hourly	TBD
2.10	Reimbursable Expenses	As incurred	\$1,200 (max.)
	Total:		\$67,200

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the attached Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis per our standard current rates.

If this outlined proposal meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.



Alexander Hulbert
Director, Land/Site – Tampa
3/15/23

Date

ACCEPTED
City of Zephyrhills

Signature/Title

Jodi Wilkeson, Council President

Printed Name and Title

April 10, 2023

Date

Enclosures: BGE Hourly Rate Table



BGE Southeast Hourly Rate Schedule (Through December 31, 2023)

<u>Staff Level</u>	<u>Hourly Billing Rate</u>
Production/Technical	\$90 - \$100
Graduate Engineer	\$130 - \$150
Project Manager/Senior PM	\$160 - \$220
Director/Practice Leader	\$240 - \$280
Vice President/Principal	\$280 - \$325
Administrative Support	\$80 - \$90

City Council Meeting
April 10, 2023

Action Item

CONSENT ITEMS 2.2

Approval of Amici Engineering Contractors Agreement 25-23-02 for Northside Lift Station and Force Main Project

Issue:

Award of contract, related to Bid No. 11-22-11, to Amici Engineering Contractors for the Northside Lift Station and Force Main Project. Council President signature is necessary.

Background:

Advertised in Tampa Bay Times and BidNet Direct on 10-30-22 with a response deadline of 12/16/22. Forty-six (46) companies reviewed and downloaded the bid documents and six (6) responded:

BIDDERS	Base AMOUNT	Contingency	TOTAL
Amici Engineering Contractors	\$4,527,230.00	\$226,361.50	\$4,753,591.50
B.R.W. Contracting	\$4,750,355.00	\$237,517.75	\$4,987,872.75
DB Civil Construction	\$4,896,664.00	\$244,833.20	\$5,141,497.20
Killibrew	5,533,010.00	276,650.00	\$5,809,660.00
Metro Equipment Service	4,947,158.00	247,357.90	\$5,194,515.90
Pospiech Contracting	4,747,858.40	237,392.92	\$4,985,251.32

Attachment(s):

1. 25-23-02 Amici - Northside-LSFM Agreement

Fiscal Impact:

The project is currently budgeted in FY 23 for \$4.5M. Proposed bid of \$4,753,591.50 which includes a \$226,361.50 contingency. We will also sit down with the contractor to do some value engineering. The engineering, design, and bid assistance is just under \$190,000. Unsure of what the construction services (inspections, etc.) will be, but it is estimated between \$100,000 to \$150,000. Puts the total project cost at just over \$4.9M. Funding for this project will be \$3M from ARPA Funds, \$1.5M from Federal Appropriations (Congressman Bilirakis), and any overages from the original \$4.5M cost will be taken from the Effluent Pumping Station project, which is \$1M, and finish that project in FY24.

Staff Recommendation:

Staff recommends City Council approve the contract with Amici Engineering Contractors for the Northside Lift Station and Force Main Project.

CITY OF ZEPHYRHILLS
Northside Lift Station and Force Main

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this **10th** day of **April 2023** by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **AMICI ENGINEERING CONTRACTORS**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 28947 State Road 54, Wesley Chapel, Florida 33543 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 The following documents, collectively referred to as the “Contract Documents”, are incorporated into and made part of this Agreement:

- 2.1.1 Bid 11-22-11, Northside Lift Station & Force Main “**Exhibit A**”.
- 2.1.2 Contractor’s response to Item 2.1.1, attached hereto as “**Exhibit B**”.
- 2.1.3 Bid 11-22-11 Addendums “**Exhibit C**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be up to a maximum of **Four Hundred Fifty (450)** calendar days from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner the number of weeks which will take for the equipment to be delivered. Once delivered a Notice to Proceed will be issued which will start the 365 calendar days.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City’s request, provide adequate assurances to the City in writing, of Contractor’s ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of the Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – COMPENSATION

4.1 Contract is awarded to a maximum of **\$4,753,591.50 (includes \$226,361.50 contingency)**. Compensation for services shall be as per outlined in Contractors response, attached as Exhibit B. The City will be processing payments via ACH/EFT. (See Forms)

4.3 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all labor, supervision, materials, equipment, tools, services, monitoring and expertise necessary for the completion of Services, in accordance with the specifications, terms and conditions contained in the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 This contract has been enhanced to include other City services as required, i.e., storm water or other related public works projects as awarded by the City Council.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) All personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) The person executing this Agreement on behalf of the Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to, or use of subcontractors for any of the work related to this Agreement, shall be borne solely by Contractor.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 The Services shall be completed by the Contractor to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of the Agreement and on all other matters relating to the execution, progress and quality of the Services.

ARTICLE 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, not be entitled to, any rights or benefits under the Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

Contractor further understands that Florida workers’ compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers’ compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 – CONFLICTS OF INTEREST

8.1 The Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly with Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 – DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligation hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 – NOTICES

10.1 All notices, demands, correspondence and communication between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To CONTRACTOR:

Nelson Liberti, Managing Member
AMICI Engineering Contractors
28947 State Road 54
Wesley Chapel, FL 33543

To CITY:

City of Zephyrhills
ATTN: City Manager
5335 8th Street
Zephyrhills, Florida 33542

And,

City of Zephyrhills
ATTN: City Attorney
5335 8th Street
Zephyrhills, Florida 33542

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 – PUBLIC RECORDS

11.1 IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI. ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills’s officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations

in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

ARTICLE 13 – INSURANCE

13.1 Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

13.2 If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

ARTICLE 14 – FORCE MAJEURE

14.1 A “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Even, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event.

The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 – CHANGE ORDERS

15.1 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701**. Change Orders are a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

The RPR may authorize changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor/Vendor believes that any minor change or alteration authorized by the RPR entitled him to an increase in the Contract Price, he may make a claim in writing.

The Contractor/Vendor shall not start work on any alteration requiring an increase or decrease in price or extension of time until a Change Order setting forth the adjustments is executed by the City.

It is the Contractor’s or Vendor’s responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor/Vendor shall furnish proof of such adjustment to the City.

ARTICLE 16 – MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to confirm with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.5 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.6 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

16.7 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Pasco County, Florida.

16.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three (3) years after final payment is made under this Agreement.

16.9 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.10 The professional services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.13 All other terms and conditions set forth in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

Jodi Wilkeson, Council President

Witness

Attest: _____
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

AMICI ENGINEERING CONTRACTORS

Witness

By: _____
Nelson Liberti, Managing Member

Witness

BUSINESS ITEMS/PUBLIC HEARING 3.1

Vacation of Right-of-Way Along a Portion of Henry Drive Abutting the Tyson Townhome Project

First Reading **RESOLUTION NO. 814-23 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA RELATED TO VACATION OF RIGHT-OF-WAY OF A PORTION OF HENRY DRIVE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 814-23 on the First Reading

Issue:

City Council

Background:

Rod Corriveau, Senior Planner

Attachment(s):

- 1. VAC 05-22 Staff Report Vacation of Portion of Henry Drive April 10 2023 City Council
- 2. VAC 05-23 Vacation of Portion of Henry Drive Staff Report Attachments Final
- 3. F2021-502 HENRY DR DEDICATION S&S
- 4. RESOLUTION 814-23 Vacate Portion of ROW – Henry Drive
- 5. Quit Claim Deed - Vacation of Portion of Henry Drive

Fiscal Impact:

This is a petition for a vacation of a portion of Right of Way abutting the Tyson Townhome Subdivision. Please note the final plat for the Tyson Townhome Subdivision is in the process of being reviewed by the City and is a separate agenda item.

The Tyson Subdivision was originally platted in 1957 with the yet to be named Henry Drive as a private road. The plat indicated it was to be a “future dedication”. When that private roadway was deeded to the City in 1971, inconsistencies with the legal descriptions of the roadway resulted in Henry Drive overlapping abutting properties to the south of the roadway. Similar legal description inconsistencies with those properties abutting Henry Drive resulted in a portion of those properties being captured within the ROW of Henry Drive. The area to be vacated is a 6.1-foot strip of land that runs east-west for approximately 506 feet immediately south of Henry Drive. This vacation remedies the issue along that portion of Henry Drive. Please see the attached Staff report for full details.

Staff Recommendation:

Subsection 7.03.02.03 Review

Per the Land Development Code, Subsection 7.03.02.03, Vacation of Rights-of-Way, applications to vacate a right-of-way may be approved subject to the following requirements:

The requested vacation is consistent with the traffic element of the city's Comprehensive Plan. Staff found the requested Vacation to be consistent with the transportation element of the city's Comprehensive Plan.

The right-of-way does not provide the sole access to any property (remaining access shall not be by easement). Not applicable. Please see the above discussion in Application Summary.

The vacation will not jeopardize the current or future location of any utility. The Vacation will not jeopardize the current or future location of any utility. Utility easements will be provided to the city as a condition of the development order.

The proposed vacation is not detrimental to the public interest and will not have a negative impact on the city. The staff have found that the Vacation is not detrimental to the public interest and is not expected to have a negative impact on the city.

STAFF REPORT

To: City Council
From: Rod Corriveau, Senior Planner
RE: Vacation of Right-of-Way Along a Portion of Henry Drive Abutting the Tyson Townhome Project
First Reading RESOLUTION NO. 814-23 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA RELATED TO VACATION OF RIGHT-OF-WAY OF A PORTION OF HENRY DRIVE. "
A. Council President opens Public Hearing
B. Council President closes Public Hearing
C. City Council considers Resolution No. 814-23 on the First Reading
Date: April 10, 2023

I. BACKGROUND & INFORMATION

This is a petition for a vacation of a portion of Right of Way abutting the Tyson Townhome Subdivision. Please note the final plat for the Tyson Townhome Subdivision is in the process of being reviewed by the City and is a separate agenda item.

The Tyson Subdivision was originally platted in 1957 with the yet to be named Henry Drive as a private road. The plat indicated it was to be a "future dedication". When that private roadway was deeded to the City in 1971, inconsistencies with the legal descriptions of the roadway resulted in Henry Drive overlapping abutting properties to the south of the roadway. Similar legal description inconsistencies with those properties abutting Henry Drive resulted in a portion of those properties being captured within the ROW of Henry Drive. The area to be vacated is a 6.1-foot strip of land that runs east-west for approximately 506 feet immediately south of Henry Drive. This vacation remedies the issue along that portion of Henry Drive. Please see the attached Staff report for full details.

II. DATA & ANALYSIS

Subsection 7.03.02.03 Review

Per the Land Development Code, Subsection 7.03.02.03, Vacation of Rights-of-Way, applications to vacate a right-of-way may be approved subject to the following requirements:

The requested vacation is consistent with the traffic element of the city's Comprehensive Plan. Staff found the requested Vacation to be consistent with the transportation element of the city's Comprehensive Plan.

The right-of-way does not provide the sole access to any property (remaining access shall not be by easement). Not applicable. Please see the above discussion in Application Summary.

The vacation will not jeopardize the current or future location of any utility. The Vacation will not jeopardize the current or future location of any utility. Utility easements will be provided to the city as a condition of the development order.

The proposed vacation is not detrimental to the public interest and will not have a negative impact on the city. The staff have found that the Vacation is not detrimental to the public interest and is not expected to have a negative impact on the city.

III. RECOMMENDATION

A. Staff - Approval

Staff Report Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: VAC 05-23 – Vacation of Right of Way for Portion of Henry Drive Report

Date: April 10th, 2023

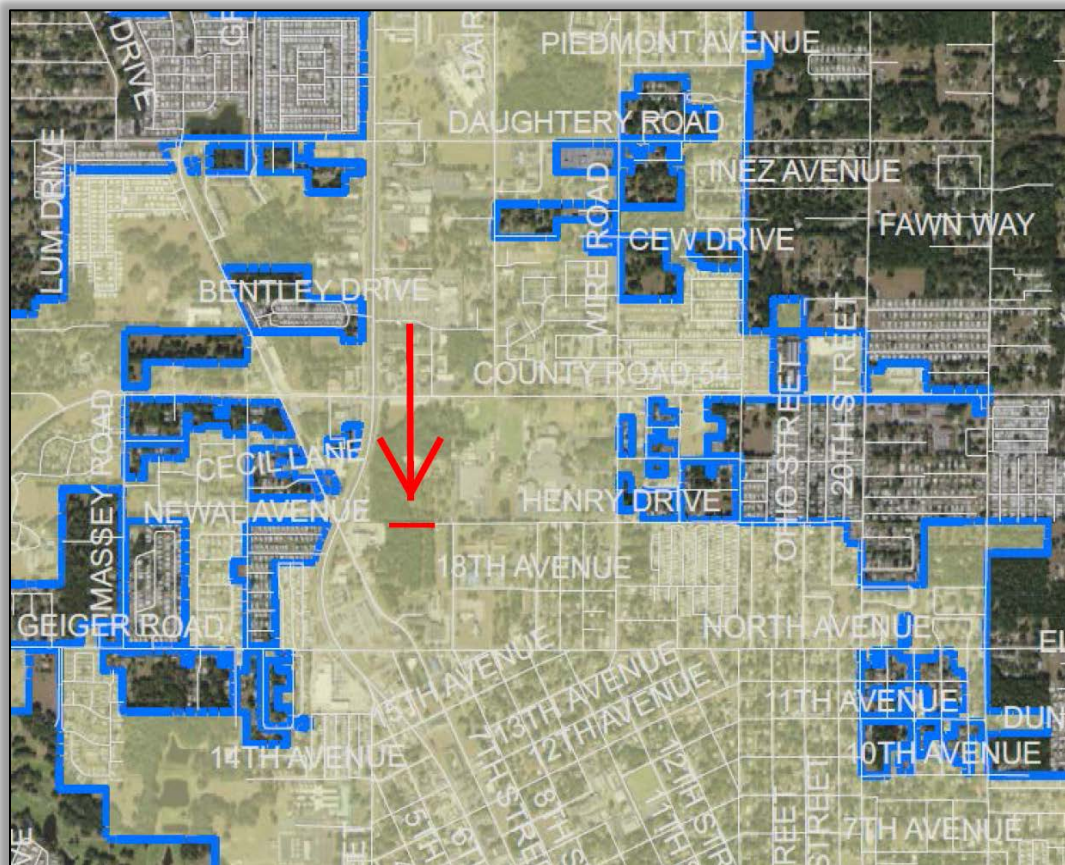


Figure 1 – Location Map

I. BACKGROUND & INFORMATION

A. History | Application Summary

This is a petition for a vacation of a portion of Right of Way abutting the Tyson Townhome Subdivision, see Figure 1 – Location Map, below.¹ Please note the final plat for the Tyson Townhome Subdivision is in the process of being reviewed by the City.

¹ All “Figures” are attached to this Staff report.

TYSON SUBDIVISION

BEING A SUBDIVISION OF ALL THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 2 - TOWNSHIP 26S - RANGE 21E., AND ALL THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ - OF SECTION - 3 - TOWNSHIP 26S, RANGE - 21E. - PASCO COUNTY - FLORIDA - ALL LYING EAST OF THE SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY - LESS THE EAST-33 FT FOR ROAD PURPOSES.

TRACT - A

SCALE - 1 inch = 120 Feet

South line of Sect. 2. S. 88° 43' 30\"/>

SOUTH 1/2 CORNER OF SECTION 2, TOWNSHIP 26S, RANGE 21E.

B. Site Information

City of Zephyrhills

City of Zephyrhills

02.26.21.0080.00A00-0110 (Portion Thereof)

3,050 feet, m.o.l. (6.1' by 506')

Location:

Henry Drive beginning approximately 200 feet west of 8th Street running along the northern property boundary of the Tyson Townhome Subdivision

C. Subsection 7.03.02.03 Review

Per the Land Development Code, Subsection 7.03.02.03, Vacation of Rights-of-Way, applications to vacate a right-of-way may be approved subject to the following requirements:

- 1) **The requested vacation is consistent with the traffic element of the city's Comprehensive Plan.** Staff has found the requested vacation to be consistent with the transportation element of the city's Comprehensive Plan.
- 2) **The right-of-way does not provide the sole access to any property (remaining access shall not be by easement).** Not applicable. Please see above discussion in Section A – History and Application Summary.
- 3) **The vacation will not jeopardize the current or future location of any utility.** The vacation will not jeopardize the current or future location of any utility. Utility easements will be provided to the city as a condition of the development order.
- 4) **The proposed vacation is not detrimental to public interest and will not have a negative impact on the city.** Staff has found that the vacation is not detrimental to public interest and is not expected to have a negative impact on the city.

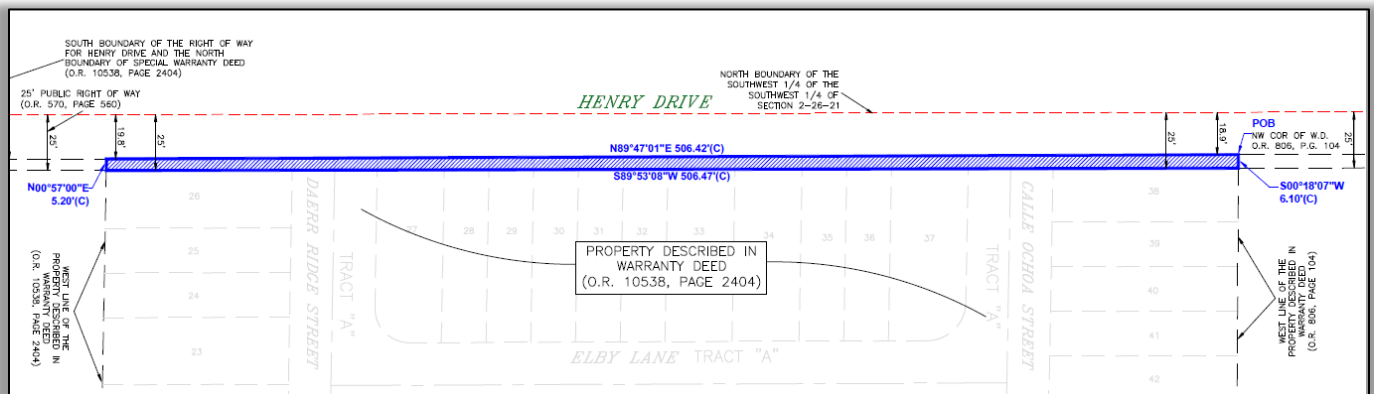


Figure 3 – Sketch of Area to be Vacated

II. PREVIOUS ACTION AND STAFF RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the Vacation of ROW at a regularly scheduled meeting on March 21, 2023 at 9:30AM.

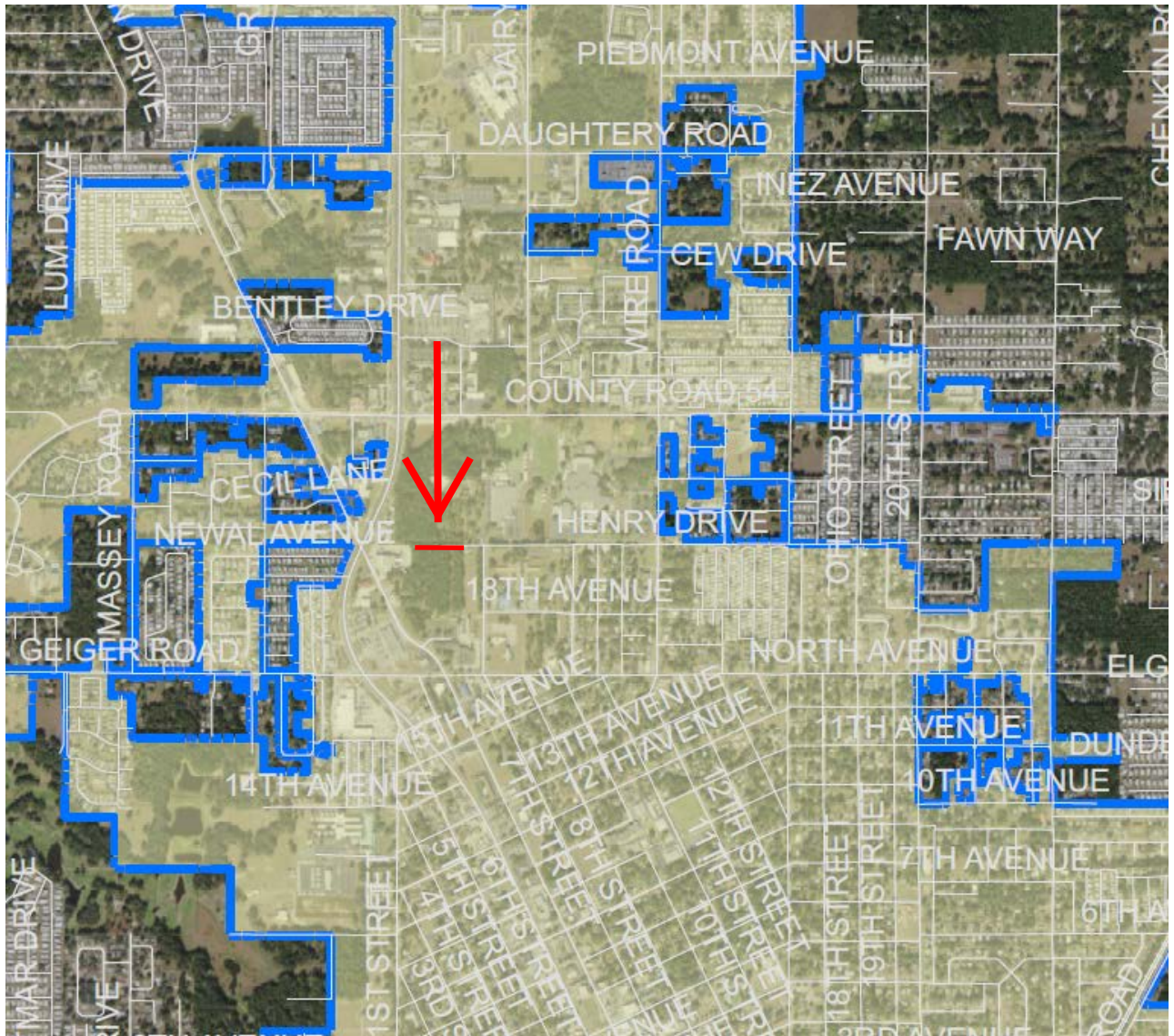
Planning Commission - The Planning Commission recommended approval of the Vacation of ROW at a regularly scheduled meeting on March 21, 2023 at 6:00 PM.

Therefore based upon the analysis contained herein, **Staff recommends approval the Vacation of ROW.**

III. ATTACHMENTS:

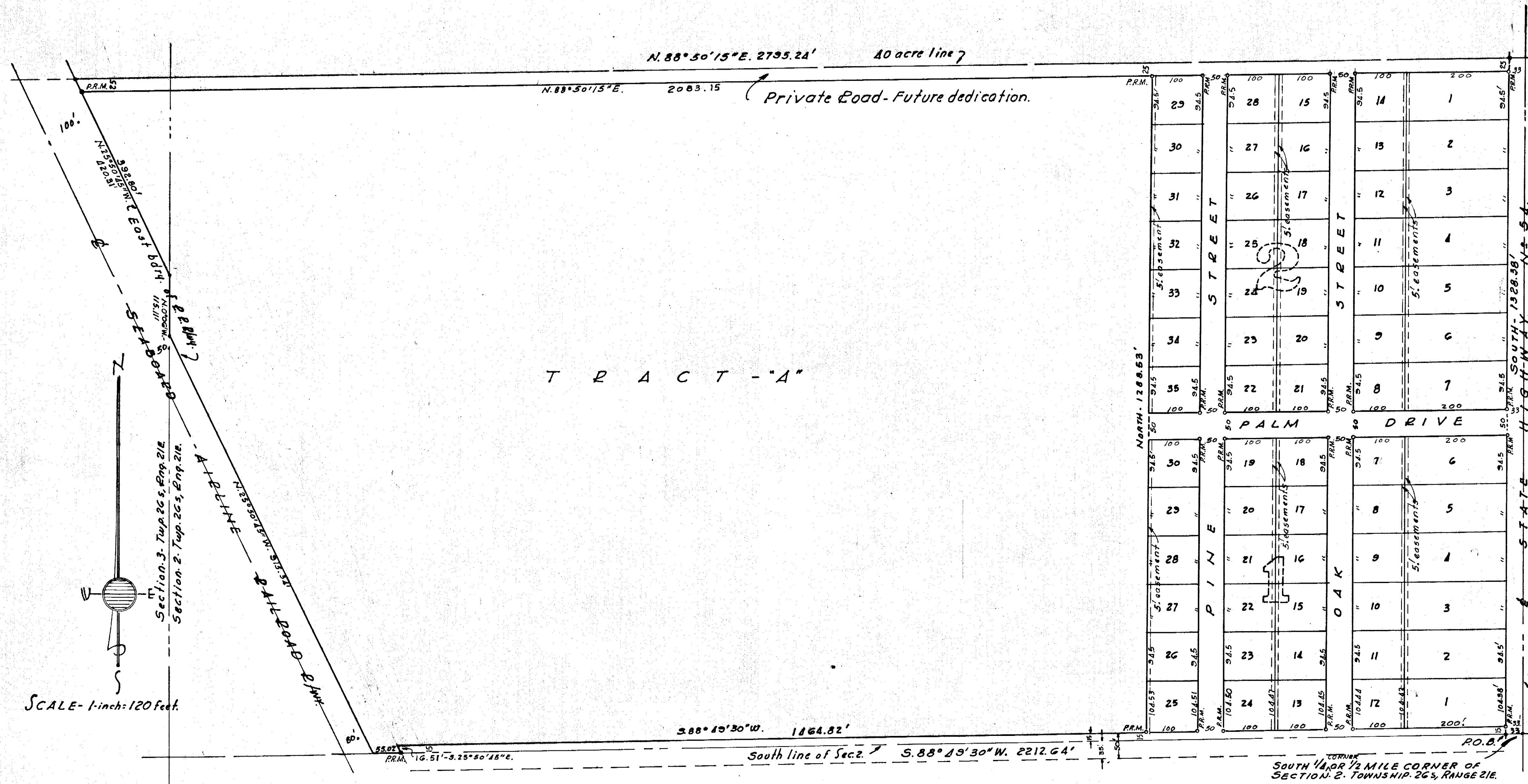
- Location Map
- Tyson Subdivision Plat
- Sketch of area to be Vacated

Attachment A - Location Map



TYSON SUBDIVISION

BEING A SUBDIVISION OF ALL THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST- $\frac{1}{4}$ OF SECTION 2- TOWNSHIP-26S- RANGE 21E., AND ALL THAT PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST- $\frac{1}{4}$ OF SECTION-3 - TOWNSHIP-26S, RANGE-21E.- PASCO COUNTY-FLORIDA- ALL LYING EAST OF THE SEABOARD AIRLINE RAILROAD RIGHT-OF-WAY- LESS THE EAST-33 FT FOR ROAD PURPOSES.



AND BEING FURTHER DESCRIBED AS: From the South $\frac{1}{4}$ corner (1/2 mile corner) of Section 2- Township 26S, Range 21E, Pasco County, Florida, run S. 88° 49' 30\" W. along the South line of said Section 2, 33.11 ft. to the West boundary of State Rd. N° 54, (as now constructed) for a point of beginning. Continue thence S. 88° 49' 30\" W. along said South line of Section 2- 2212.64 ft. to the East boundary of the Seaboard Airline Railroad Right-of-way; thence N. 25° 50' 45\" W. along the said Railroad R/W, 915.34 ft. thence N. 0° 06' W. along said R/W, 115.11 ft. thence N. 25° 50' 45\" W. along said R/W, 420.31 ft. to a 40 acre line; thence N. 88° 50' 15\" E. along said 40 acre line, 2795.24 ft. to the West R/W line of State Road N° 54; thence South, along said West R/W line of State Rd. N° 54, 1328.38 ft. to the p.o.b.

DEDICATION: We, the undersigned, here by certify that we are the owners of the above described Tract of Land, hereby platted as "TYSON SUBDIVISION", and that we dedicate to the public all streets and public places shown on this plat of the subdivision of said lands.

Signed, sealed and delivered in the presence of: Rebecca H. Jones Witness. Janet M. Johnson Witness. Arthur P. Tyson Owner. Emma Tyson Owner.

STATE OF FLORIDA) ss.

I hereby certify that on this 1st day of April A.D. 1957, before me personally appeared Arthur P. Tyson, and his wife, Emma Tyson, to me known to be the persons described in and who executed the foregoing certificate and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. Witness my hand and official seal at Apalachicola, the County of Pasco, the State of Florida, the day and year above written.

My commission expires, April 7, 1957 Rebecca H. Jones Notary Public, State of Florida at Large.

SURVEYOR'S CERTIFICATE: I hereby certify that on this 22 day of March A.D. 1957, this property was surveyed and monuments (R.M.) were set as indicated, and dimensions, angles and lengths are correct.

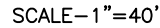
APPROVED by the Board of County Commissioners of Pasco County, Florida, this 3rd day of MAY A.D. 1957.

Chairman County Engineer.

FILE RECORDED in the Public Records of Pasco County, Florida, this 3rd day of MAY A.D. 1957, in PLAT BOOK 4, PAGE 109.

Stanley Burnside Clerk of the Circuit Court.

Donel and Day Engineering
120 South 6th St. St. Petersburg.
Donel
C. Fred Donel
Florida Surveyor's Reg'n N° 827.
Florida Engineer's Reg'n N° 3896.



LEGAL DESCRIPTION SKETCH
LOCATED IN SW 1/4 OF SW 1/4 OF SEC. 2, T26S, R21,
PASCO COUNTY, FLORIDA.

SOUTH BOUNDARY OF THE RIGHT OF WAY
FOR HENRY DRIVE AND THE NORTH
BOUNDARY OF SPECIAL WARRANTY DEED
(O.R. 10538, PAGE 2404)

25' PUBLIC RIGHT OF WAY
(O.R. 570, PAGE 560)

NORTH BOUNDARY OF THE
SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF
SECTION 2-26-21

HENRY DRIVE

N89°47'01"E 506.42'(C)

S89°53'08"W 506.47'(C)

N00°57'00"E-
5.20'(C)

WEST LINE OF THE
PROPERTY DESCRIBED IN
WARRANTY DEED
(O.R. 10538, PAGE 2404)

POB
NW COR OF W.D.
O.R. 806, P.G. 104
S00°18'07"W
6.10'(C)

WEST LINE OF THE
PROPERTY DESCRIBED IN
WARRANTY DEED
(O.R. 806, PAGE 104)

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21, OF PASCO COUNTY, FLORIDA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 806, PAGE 104 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA MARKED BY A 3" BY 3" CONCRETE MONUMENT STAMPED "LS 827"; THENCE S00°18'07"W, ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 6.10 FEET TO A POINT THAT IS 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S89°53'08"W, PARALLEL TO AND 25 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 506.47 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°57'00"E, ON SAID WEST LINE, A DISTANCE OF 5.20 FEET TO THE SOUTH RIGHT OF WAY OF HENRY DRIVE AS PER A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ; THENCE N89°47'01"E, ON SAID SOUTH RIGHT OF WAY, A DISTANCE OF 506.42 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.07 ACRES, MORE OR LESS.

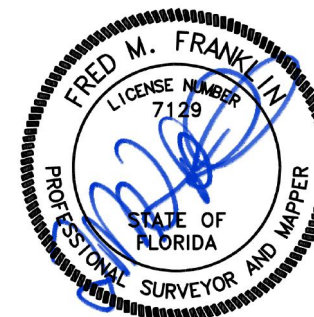
LEGEND:

POB – POINT OF BEGINNING
C – COMPUTED

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, IT MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF FLORIDA.

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED
BY FRED M FRANKLIN USING A DIGITAL SIGNATURE. PRINTED
COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



FRED M FRANKLIN PSM 7129

ALPHA SURVEYING & MAPPING LB8304
10024 BALEBMO CIRCLE SUITE 202

10024 PALERMO CIRCLE, SUITE 202
TAMPA, FLORIDA
(813)-221-2144

website—www.alphalandsurveying.com
email—franklin@alsm96.com

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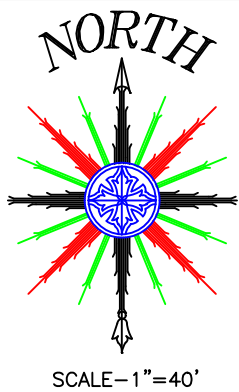
TO: BEACON CIVIL ENGINEERING

TYSON TOWNHOMES

LEGAL DESCRIPTION SKETCH

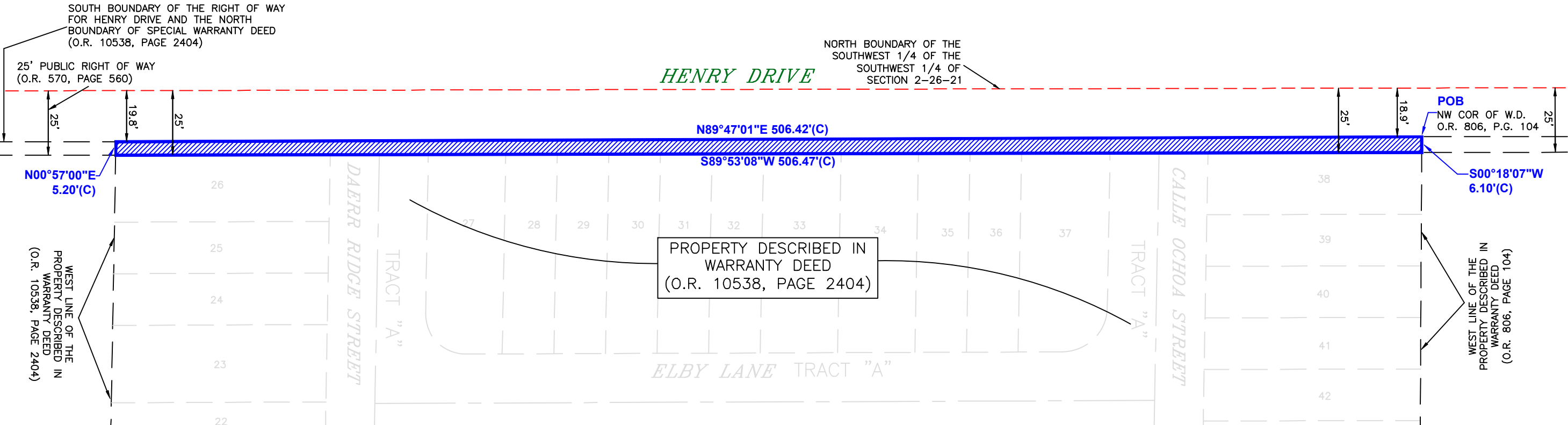


JOB NO:	2021-502
FIELD:	N/A
OFFICE:	03-03-2023
SCALE:	1"=40'
PAPER SIZE:	11X17



LEGAL DESCRIPTION SKETCH

LOCATED IN SW 1/4 OF SW 1/4 OF SEC. 2, T26S, R21,
PASCO COUNTY, FLORIDA.



LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21, OF PASCO COUNTY, FLORIDA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 806, PAGE 104 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA MARKED BY A 3" BY 3" CONCRETE MONUMENT STAMPED "LS 827"; THENCE S00°18'07"W, ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 6.10 FEET TO A POINT THAT IS 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S89°53'08"W, PARALLEL TO AND 25 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 506.47 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°57'00"E, ON SAID WEST LINE, A DISTANCE OF 5.20 FEET TO THE SOUTH RIGHT OF WAY OF HENRY DRIVE AS PER A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ; THENCE N89°47'01"E, ON SAID SOUTH RIGHT OF WAY, A DISTANCE OF 506.42 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.07 ACRES, MORE OR LESS.

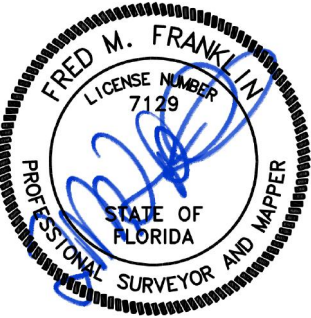
LEGEND:

POB - POINT OF BEGINNING
C - COMPUTED

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, IT MEETS THE MINIMUM TECHNICAL STANDARD REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF FLORIDA.

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY FRED M FRANKLIN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed by
Fred M. Franklin
email=
franklin@alsm96.com
Date: 2023.03.03 12:
30:18 CST

FRED M FRANKLIN PSM 7129

ALPHA SURVEYING & MAPPING LB8304
10024 PALERMO CIRCLE, SUITE 202
TAMPA, FLORIDA
(813)-221-2144
website-www.alphalandsurveying.com
email-franklin@alsm96.com

NO.	DATE	REVISION	BY

TO: BEACON CIVIL ENGINEERING	TYSON TOWNHOMES	LEGAL DESCRIPTION SKETCH
------------------------------	-----------------	--------------------------



JOB NO:	2021-502
FIELD:	N/A
OFFICE:	03-03-2023
SCALE:	1"=40'
PAPER SIZE:	11X17

RESOLUTION NO. 814-23

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY
OF ZEPHYRHILLS, FLORIDA RELATED TO VACATION
OF RIGHT-OF-WAY OF A PORTION OF HENRY DRIVE.**

WHEREAS, applications to vacate public right-of-way may be approved pursuant to Section 7.03.02.03 of the City of Zephyrhills Land Development Code, Vacation of Rights-of-Ways; and

WHEREAS, the City Council finds that the requested vacation is consistent with the Traffic Circulation Element of the City of Zephyrhills Comprehensive Plan; and

WHEREAS, the City Council finds that the right-of-way does not provide sole access to any property; and

WHEREAS, the City Council finds that vacation would not jeopardize the current or future location of any utility; and

WHEREAS, the City Council finds that the vacation is not detrimental to public interest and provides a positive benefit to the City of Zephyrhills.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA:

Section 1: The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2: That the City Council of the City of Zephyrhills hereby vacates the following right-of-way:

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21, OF PASCO COUNTY, FLORIDA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 806, PAGE 104 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA MARKED BY A 3" BY 3" CONCRETE MONUMENT STAMPED "LS 827"; THENCE S00°18'07"W, ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 6.10 FEET TO A POINT THAT IS 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S89°53'08"W, PARALLEL TO AND 25 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 506.47 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°57'00"E, ON SAID WEST LINE, A DISTANCE OF 5.20 FEET TO THE SOUTH RIGHT OF WAY OF HENRY DRIVE AS PER A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ; THENCE N89°47'01"E, ON SAID SOUTH RIGHT OF WAY, A DISTANCE OF 506.42 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.07 ACRES, MORE OR LESS.

Section 3: The City Council does hereby expressly find that the provisions of this resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

Section 4: This Resolution shall take effect immediately upon its adoption.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, sitting in regular session this 10th day of April, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Resolution No. 814-23 was approved by me this 10th day of April, 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content for the sole
reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney

Prepared by and return to:

Michael R. Rocha, Esq.
Brooks, Sheppard & Rocha, PLLC
400 N. Tampa Street, Suite 1910
Tampa, Florida 33602

Documentary Stamp Taxes: \$0.70

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made and executed this 10th day of April, 2023, by **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, whose address is 5335 8th Street, Zephyrhills, Florida 33542 (“**Grantor**”), to **STARLIGHT HOMES FLORIDA L.L.C.**, a Delaware limited liability company, whose address is 9720 Princess Palm Avenue, Suite 130, Tampa, Florida 33619 (“**Grantee**”).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release, and quitclaim to Grantee, and Grantee’s successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Pasco County, Florida to-wit:

See **Exhibit “A”** attached hereto and made a part hereof

TOGETHER WITH all the tenements, hereditaments and appurtenances with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

[signature page follows]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents as of the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

CITY OF ZEPHYRHILLS,
a Florida municipal corporation

Signature of Witness

By: _____

Name: Jodi Wilkeson

Title: Council President

Print Name

Signature of Witness

Print Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2023, by _____, as _____ of the CITY OF ZEPHYRHILLS, a Florida municipal corporation, on behalf of the corporation. He/She is ____ personally known to me or ____ produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My commission expires: _____

Commission No. _____

Exhibit "A"

Legal Description

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21, OF PASCO COUNTY, FLORIDA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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PLANNING DIRECTOR'S REPORT 4.1

SUB 31-22 Tyson Townhome Final Plat

Issue:

City Council

Background:

Rod Corriveau, Senior Planner

Attachment(s):

1. SUB 31-22 Staff Report Tyson Townhomes Final Plat
2. Sub 31-22 Tyson Town Homes Final Plat Attachments
3. SUB 31-22 Tyson Townhomes Final Plat
4. 41-23-11 Subdivider's Agreement Tyson Townhomes
5. Tyson Townhomes Performance Bond
6. Tyson Townhomes Maintenance Bond

Fiscal Impact:

The Planning Department reviewed this submittal per the applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record (SOR) has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statutes Chapter 177. Additionally, the City's engineer of record (EOR) has reviewed cost-estimates pertaining to bonding. The plat is in conformance with all applicable regulations. Some of the infrastructure has not been completed, therefore the applicant has provided a required letter of credit (for the yet to be installed infrastructure), and a maintenance bond, and the related detailed engineer's cost estimates, as well as the subdivider's agreement.

Staff Recommendation:

The final plat has been reviewed by the City's surveyor of record and found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;

The final plat has been reviewed by the City's surveyor of record and has been found to comply with State Statute Chapter 177, Part I, Platting;

The City Staff reviewed the final plat for a general compliance review and found it to comply with the pertinent LDCs;

The City Attorney has reviewed the submitted subdivider's agreement and HOA documents/Deed restrictions and covenants, and found the information legally sufficient;

A subdivider's agreement, maintenance bond and performance bond for the site infrastructure improvements, as well as the corresponding cost estimates were reviewed by Staff and the City's

EOR and found to be in compliance with pertinent LDCs and generally accepted engineering practices. Additionally, a property information report & legal description have been reviewed by Staff. Please see attached Staff report for full details.

STAFF REPORT

To: City Council
From: Rod Corriveau, Senior Planner
RE: SUB 31-22 Tyson Townhome Final Plat
Date: April 10, 2023

I. BACKGROUND & INFORMATION

The Planning Department reviewed this submittal per the applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record (SOR) has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statutes Chapter 177. Additionally, the City's engineer or record (EOR) has reviewed cost-estimates pertaining to bonding. The plat is in conformance with all applicable regulations. Some of the infrastructure has not been completed, therefore the applicant has provided a required letter of credit (for the yet to be installed infrastructure), and a maintenance bond, and the related detailed engineer's cost estimates, as well as the subdivider's agreement.

II. DATA & ANALYSIS

The final plat has been reviewed by the City's surveyor of record and found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;
The final plat has been reviewed by the City's surveyor of record and has been found to comply with State Statute Chapter 177, Part I, Platting;
The City Staff reviewed the final plat for a general compliance review and found it to comply with the pertinent LDCs;
The City Attorney has reviewed the submitted subdivider's agreement and HOA documents/Deed restrictions and covenants, and found the information legally sufficient;
A subdivider's agreement, maintenance bond and performance bond for the site infrastructure improvements, as well as the corresponding cost estimates were reviewed by Staff and the City's EOR and found to be in compliance with pertinent LDCs and generally accepted engineering practices. Additionally, a property information report & legal description have been reviewed by Staff. Please see attached Staff report for full details.

III. RECOMMENDATION

Staff - Approval

Staff Report Memorandum

To: City Council
From: Rodney Corriveau, AICP – Senior Planner
RE: SUB 31-22 – Final Plat for Tyson Townhomes Report
Date: April 10th, 2023

I. BACKGROUND & INFORMATION

A. History | Application Summary

This final plat petition for the Tyson Townhomes residential subdivision was submitted by Beacon Engineering, LLC. The subject property is immediately south of the Hercules Park property and is bordered by Henry Drive to the north and 8th Street to the east, and the post office to the south, please see Figure 1 – Location Map on page two.¹ The property consists of approximately 10.42 acres, more or less (MOL), and is slated for 140 single-family attached fee-simple units. At 140 units, site density is 13.44 dwelling units per acre ($140/10.42 = 13.44$ DU/Acre). Some of the infrastructure has not been completed and therefore the applicant has prepared the necessary performance bond (on remaining infrastructure yet to be installed), and maintenance bond (and the related detailed engineer's estimate for the performance bond and maintenance bond). Additionally, as a result of this development and efforts between Staff and the developer, the adjacent portions of unimproved Henry Drive will be constructed and bonded concurrently with subject site development.²

The Planning Department reviewed this submittal per the applicable sections of Section 11.03.04 of the City's Land Development Code (LDC) and the City's surveyor of record (SOR) has reviewed the plat per technical sections of Section 11.03.04 of the City's Land Development Code and Florida Statutes Chapter 177. Additionally, the City's engineer or record (EOR) has reviewed cost-estimates pertaining to bonding. The plat is in conformance with all applicable regulations. Some of the infrastructure has not been completed, therefore the applicant has provided a required letter of credit (for the yet to be installed infrastructure), and a maintenance bond, and the related detailed engineer's cost estimates, as well as the subdivider's agreement.

² Please see data and analysis review for a full discussion on other ROW issues remedied by this project.

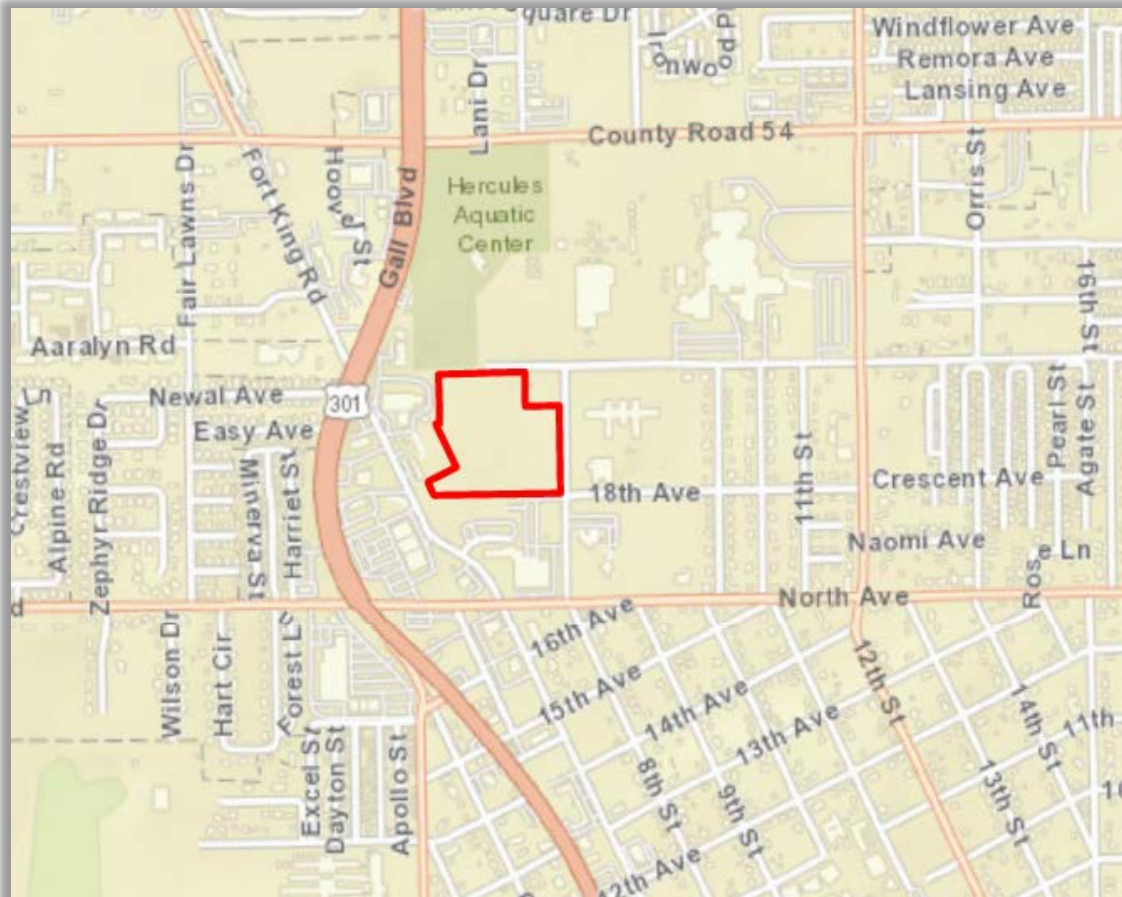


Figure 1 – Location Map

Courtesy of Naylor Environmental Solutions

B. Site Information

<u>Owner:</u>	Starlight Homes Florida LLC
<u>Applicant:</u>	Beacon Engineering, LLC
<u>Location:</u>	Ft. King Road, north of US Postal Service Station
<u>Parcel ID Number(s):</u>	02-26-21-0080-00A00-0000, 02-26-21-0000-04200-0020
<u>Subject site Acreage:</u>	10.42 Acres, MOL
<u>Entire Project Acreage:</u>	11.12 Acres, MOL
<u>Existing Land Use:</u>	Vacant, graded with partial infrastructure installation
<u>Future Land Use:</u>	RU (Residential Urban)
<u>Zoning:</u>	R-4 High Density Residential
<u>Maximum Height:</u>	30 Feet
<u>Unit Count</u>	140 Units
<u>Allocated Density</u>	13.44 DU/Acre
<u>Maximum Density</u>	20 DU/Acre

II. DATA & ANALYSIS REVIEW

The final plat has been reviewed by the City's surveyor of record and found to comply with Section 11.03.04.02 of the City's LDCs for preliminary plat submission requirements;

The final plat has been reviewed by the City's surveyor of record and has been found to comply with State Statute Chapter 177, Part I, Platting;

City Staff has reviewed the final plat for a general compliance review and found it to comply with the pertinent LDCs;

The City Attorney has reviewed the submitted subdivider's agreement and HOA documents/Deed restrictions and covenants, and found the information legally sufficient;

A subdivider's agreement, maintenance bond and performance bond for the site infrastructure improvements, as well as the corresponding cost estimates were reviewed by Staff and the City's EOR and found to be in compliance with pertinent LDCs and generally accepted engineering practices. Additionally, a property information report & legal description have been reviewed by Staff.

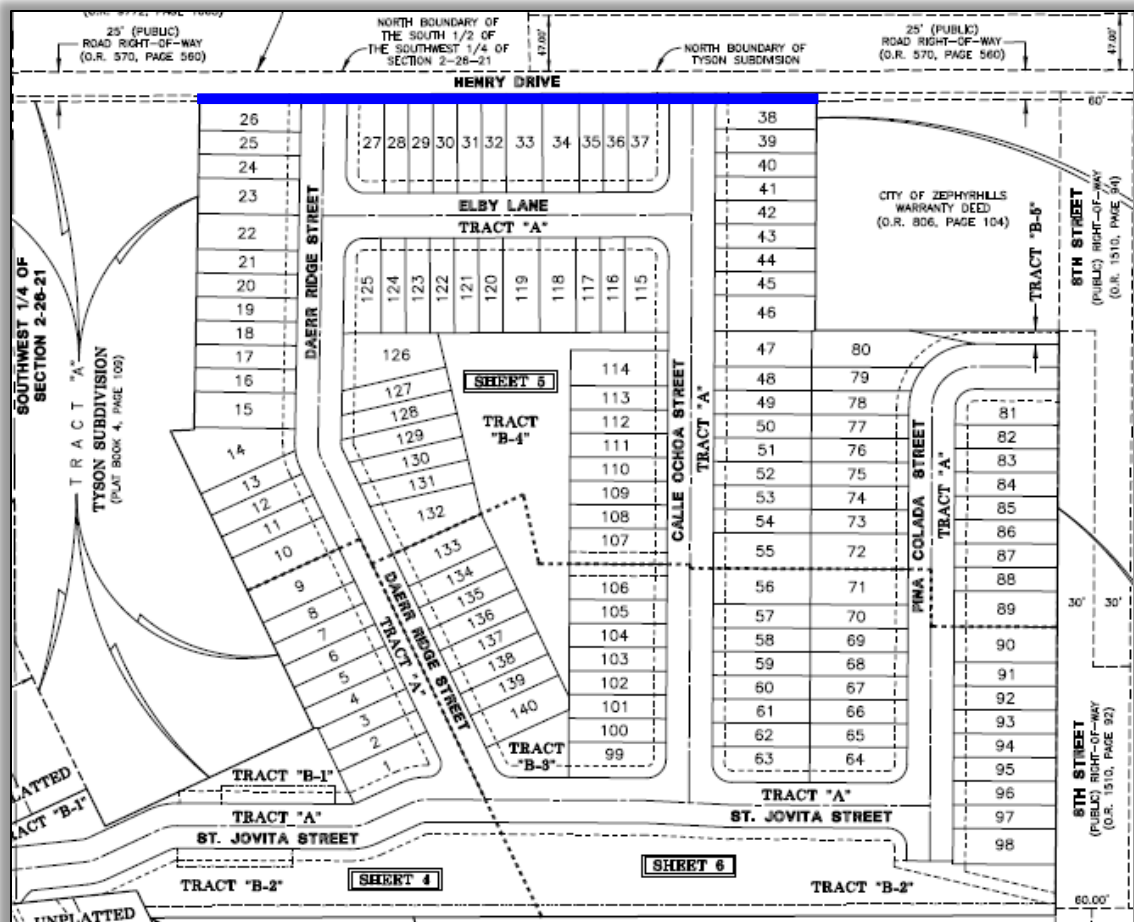


Figure 2 – Plat Layout (Blue line corresponds to Figure 5 – Sketch of Vacation) Courtesy of Beacon Engineering

As initially discussed, City Staff and the developer coordinated for the design, engineering, construction and bonding of the unimproved ROW of Henry Drive abutting the subject site. Additionally, the developer provided survey data on the entire length of Henry Drive from 8th Street east to 12th Street. That information was utilized by the Pasco County School Board to quit claim portions of Henry Drive technically traversing property owned by the School Board totaling 2.37 acres, see Figure 3 – Henry Drive ROW Survey Area Prior to ROW dedication. As a result, all known Henry Drive ROW issues between the subject site and 12th Street have been remedied because of the efforts of City Staff, and City Attorney, the Developer, and the Pasco County School Board and its staff. See Figure 4 – Henry Drive ROW Survey Area Post ROW dedication for updated Henry Drive Right of Way.³

In addition, portions of Henry Drive lying west of 8th Street and abutting subject property will be improved to modern standards – including roadway sections, sidewalks, and cross-walks.



Figure 3 – Henry Drive ROW Survey Area **Prior to ROW** dedication

Courtesy of Alpha Surveying and Mapping

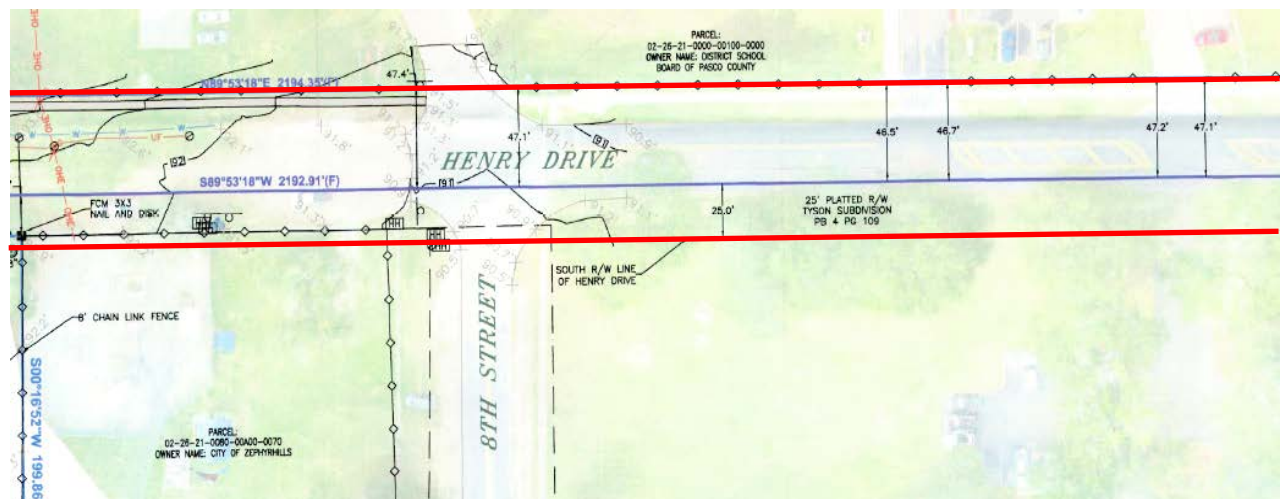


Figure 4 – Henry Drive ROW Survey Area **After ROW** dedication

Courtesy of Alpha Surveying and Mapping

³ Please see complete surveys attached, illustrations depicted herein indicate a portion of Henry Drive.

The project also entails a Right of Way (ROW) vacation running along the southern portion of Henry Drive and onto the northern edge of the subject property. **The Vacation of ROW is being reviewed concurrently under City of Zephyrhills File Number VAC 05-23.** The width of the ROW vacation is approximately 6 feet wide and 506 feet in length. Please see Figure 2 – Plat Layout and below depiction in Figure 5 – Sketch of ROW Vacation Abutting Tyson Townhomes for area of vacation (depicted in BLUE in both Figures).⁴

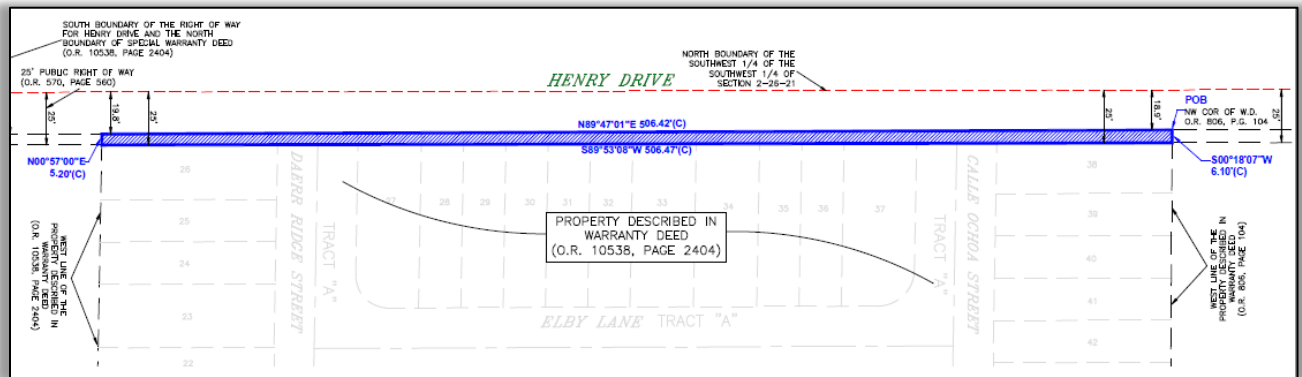


Figure 5 – Sketch of ROW Vacation Abutting Tyson Townhomes

Courtesy of Alpha Surveying

Inconsistencies with legal descriptions for the private ROW originally platted in 1957 and then conveyed to the City in 1971, combined with a similar inconsistencies with abutting properties to the south of the original private ROW resulted in a portion of those abutting properties being captured within the ROW of Henry Drive. The area in question runs east-west immediately south of Henry Drive. This vacation remedies the issue along the Tyson Townhome Subdivision.

Staff and the City Attorney agree that the vacation will not have a detrimental effect on the public, nor will it result in denying the public its use and enjoyment of Henry Drive. Furthermore, it will not affect the health, safety, or wellbeing of the public. Viewed with the other ROW rectifications along Henry Drive (the former School Board property), it is Staff's opinion that the public's good is well served through this vacation. Separately, please see Vacation of ROW agenda item and Staff report for full details.

III. PREVIOUS ACTION AND STAFF RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the Final Plat at a regularly scheduled meeting on March 21, 2023.

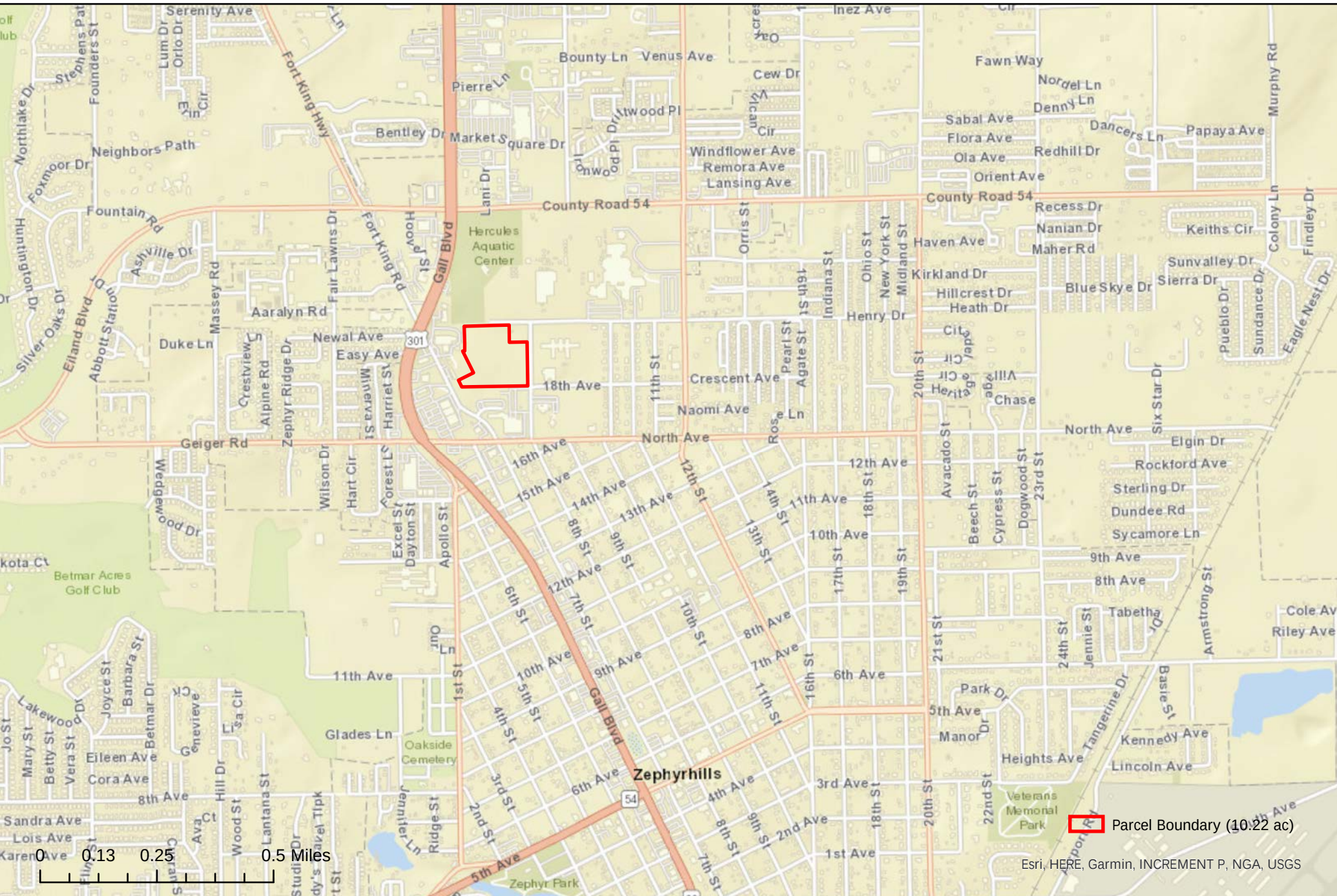
Therefore based upon the analysis contained herein, **Staff recommends approval the Final Plat for Tyson Townhomes Residential Subdivision.**

⁴ Please see complete sketch attached.

IV. ATTACHMENTS:

- Location Map
- Bonding
 - o Performance Cost Estimates
 - o Performance Bonding
 - o Maintenance Cost Estimates
 - o Maintenance Bonding
- Subdivider's Agreement (*requires Council execution*)
- Final Plat (*Mylar requires Council execution*)
- Henry Drive Survey Prior to ROW Dedication
- Henry Drive Survey After ROW Dedication
- Sketch of ROW Vacation

- Location Map



Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Prepared by:



Source: Streetmap (ESRI)
Property Boundary (Pasco Co.)
Date: 06/28/21
By: Naylor Environmental Solutions

Figure 1. Location
Tyson Townhomes
Zephyrhills
Pasco County, FL

Prepared for:



N



- Special Warranty Deed

This instrument prepared by and
should be returned to:
Raciel Perez, Esq.
Phelps Dunbar LLP
100 S. Ashley Drive, Suite 2000
Tampa, Florida 33602

Purchase Price: \$2,940,000.00
Doc Stamps: \$20,580.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 24th day of January, 2022, by **QUILL 249, LLC**, a Florida limited liability company, whose address is 8345 Gunn Highway, Tampa, Florida 33626 ("**Grantor**"), in favor of **STARLIGHT HOMES FLORIDA L.L.C.**, a Delaware limited liability company, whose address is 9720 Princess Palm Avenue, Suite 130, Tampa, Florida 33619 ("**Grantee**").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors of assigns of corporations, trust and trustees.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten AND NO/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Pasco County, Florida, to wit:

*****See Exhibit "A" attached hereto*****

Subject, however, (i) the matters described on **Exhibit "B"** attached hereto. (ii) real property taxes not yet due and payable for the year 2022 and all subsequent years, and (iii) all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; provided however that the foregoing reference to said matters of record in this instrument shall not be deemed to reimpose the same.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

THIS PROPERTY IS NOT CURRENTLY AND HAS NOT AT ANY TIME BEEN THE HOMESTEAD OF THE GRANTOR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Grantor:

QUILL 249, LLC,
a Florida limited liability company

By: Erin P. Lykins
Name: Erin P. Lykins
Title: Manager

Witnessed by:

Witness Signature

SUE DEERY

Witness Name (print/type)

[Signature]

Witness Signature

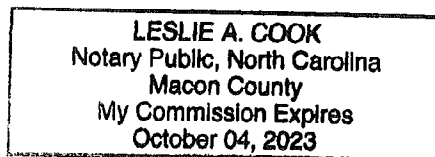
MEYSSA CORBIN

Witness Name (print/type)

STATE OF ~~FLORIDA~~ North Carolina
COUNTY OF MACON)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of January, 2022, by Erin P. Lykins, as the Manager of QUILL 249, LLC, a Florida limited liability company, on behalf of the company, ☐ who is personally known to me or ☒ who has produced Florida Drivers License as identification.

(Notary Seal)



Leslie A. Cook
Notary Public
Printed Name: Leslie A. Cook
My Commission Expires: October 4, 2023

Exhibit "A"

Legal Description

Parcel 1:

Commence at the Southwest corner of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, thence North 89 degrees 53'27" East, 398.60 feet to the Easterly right of way line of the Seaboard Coastline Railroad; thence North 25 degrees 23'18" West, 676.60 feet for a Point of Beginning; thence continue North 25 degrees 23'18" West, 85.54 feet; thence North 64 degrees 36'42" East, 190.00 feet; thence North 25 degrees 23'18" West, 277.61 feet; thence South 89 degrees 37'27" East, 19.06 feet; thence North 01 degree 20'36" East, 51.95 feet; thence North 00 degrees 57'12" East, 230.53 feet; thence North 89 degrees 53'27" East, 506.90 feet; thence South 01 degree 03'12" West, 200.00 feet; thence North 89 degrees 53'27" East, 200.00 feet; thence South 00 degrees 10'32" West, 491.90 feet; thence South 89 degrees 53'27" West, 751.10 feet to the Point of Beginning.

Parcel 2:

A portion of land located in Sections 2 and 3, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 2, Township 26 South, Range 21 East, thence North 89 degrees 52'37" East, 398.54 feet along the South boundary of the Southwest 1/4 of said Section 2 to the Easterly right of way line of former Seaboard Coastline Railroad; thence North 25 degrees 23'18" West, 702.14 feet along said Easterly right of way line to the Point of Beginning; thence South 83 degrees 52'11" West, 105.93 feet to the Easterly right of way line of Fort King Road; thence North 25 degrees 23'18" West, 60.00 feet; thence North 64 degrees 36'42" East, 100.00 feet to said Easterly right of way line of former Seaboard Coastline Railroad; thence South 25 degrees 23'18" East, 94.94 feet along said Easterly right of way line to the Point of Beginning.

PARCELS 1 AND 2 ABOVE ALSO KNOWN AS THE FOLLOWING OVERALL DESCRIPTION:

A parcel of land in Sections 2 & 3, Township 26 South, Range 21 East, Pasco County, Florida, described as follows;

Commence at the Southwest corner of said Section 2; thence N 89°52'45" E along the south line of said Section 2 a distance of 398.60 feet to the East right of way line of the old Seaboard Coast Line Railroad; thence N 25°29'30" W along said right of way line a distance of 676.19 feet to the Point of Beginning at a 4"x4" concrete monument stamped "PLS 3930"; thence N 25°35'34" W continuing along said right of way line a distance of 25.54 feet to a 5/8" steel rod and cap stamped "LB 8304"; thence S 83°40'38" W a distance of 105.98 feet to a nail & disk stamped "LB 8304" on the easterly right of way line of Fort King Road as shown on Florida Department of Transportation Map Section 14050-2528; thence N 25°35'03" W along said right of way line a distance of 59.98 feet to a nail and disk stamped "LB 8304"; thence N 64°26'17" E a distance of 100.03 feet to a 5/8" steel rod and cap stamped "LB 8304" on aforesaid railroad right of way line; thence S 25°35'34" E along said railroad right of way line a distance of 34.90 feet to a 1/2" steel rod and cap stamped "LB 8112"; thence N 64°24'44" E a distance of 190.01 feet to a 5/8" steel rod and cap stamped "LB 8304"; thence N 25°08'14" W a distance of 277.12 feet to a 1/2" steel rod and cap stamped "PLS 3555"; thence N 87°02'20" E a distance of 19.32 feet to a 1/2" steel rod and cap (not legible); thence N 01°10'14" E a distance of 50.93 feet to a 1/2" steel rod and cap stamped "PLS 3555"; thence N 00°57'00" E a distance of 230.56 feet to a 1/2" steel rod (no identification) on the south right of way of Henry Drive; thence N 89°47'01" E along said right of way a distance of 506.42 feet to a 3"x3"

concrete monument (no identification); thence S 00°18'07" W a distance of 199.79 feet to a 3"x3" concrete monument (no identification); thence S 89°58'39" E a distance of 200.10 feet to a 1/2" steel rod and cap stamped "LB 8304" on the west right of way line of 8th Street; thence S 00°20'11" W along the west right of way line of 8th Street per deeds recorded in Official Records Book 1510, pages 92 and 94 and the southerly extension thereof a distance of 492.58 feet to a 1/2" steel rod and cap stamped "LB 8112"; thence S 89°50'46" W a distance of 743.43 feet to the Point of Beginning.

Exhibit "B"**Permitted Exceptions**

1. Easement for Road Right of Way Storm Water Retention or Conveyance, in favor of the City of Zephyrhills, recorded December 9, 1992 in Official Records Book 3095, Page 198, as affected by Subordination of City Utility Interests recorded February 25, 2016 in Official Records Book 9328, Page 3711. (as to Parcel 2)
2. Terms and provisions of Ordinance No. 1309-16, amending City of Zephyrhills Ordinance No. 1003-08 to modify the definition of the Community Redevelopment District and boundaries, and related transportation impact fees, recorded December 19, 2016 in Official Records Book 9473, Page 1216. (as to Parcels 1 and 2)
3. Easement in favor of Florida Power Corporation, recorded in Official Records Book 290, Page 11. (as to Parcel 1)
4. Easement for Public Utilities in favor of City of Zephyrhills, a municipal corporation, recorded in Official Records Book 3126, Page 1896, as corrected by Corrective Easement for Public Utilities recorded Official Records Book 3183, Page 1582, and further corrected by Second Corrective Easement for Public Utilities recorded in Official Records Book 3287, Page 800. (as to Parcel 1)

- Executed Bonds & Cost Estimates

STATE OF FLORIDA
City of Zephyrhills

I, Laurie Burcaw, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 46064, hereby certify that I have examined the plat of **Tyson Townhomes**, as filed by Beacon Civil Engineering LLC, located in Section 2, and 3, Township 26 South, Range 21 East, Pasco County, Florida; and that the costs of the improvements lying within the said plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount of Performance Bond.

(Attached Schedules Incorporated by Reference)

<u>Schedule I</u>	<u>Total</u>
A- Earthwork	\$ 161,676.50
B- Paving	\$ 234,908.00
C- Curbing Concrete	\$ 142,750.00
D- Signs Striping	\$ 7,555.00
E- Utilities Mob	\$ 6,000.00
F- Storm Drain	\$ 111,500.00
G- Water	\$ 357,250.00
H- Sanitary Sewer	\$ 53,250.00
I- Miscellaneous	\$ 64,090.00
J- Earthwork- Henry DR	\$ 18,131.50
K- Paving-Henry DR	\$ 49,664.00
L- Curbing & Concrete- Henry Dr	\$ 3,375.00
M- Signs & Striping- Henry Dr	\$ 945.00
N- Miscellaneous -Henry Dr	\$ 4,710.00
Total	\$ 1,215,805.00

Performance Bond amount 1.25x \$1,215,805.00 = \$1,519,756.25

This item has been digitally signed
and sealed by Laurie Burcaw,
PE, on 11/11/2022 .

Printed copies of this document
are not considered signed and
sealed and the signature must
be verified on any electronic
copies.



Professional Engineer Signature

11/11/2022

Date

A- Earthwork

Item	Quantity	Units	Unit Price	Total
Sawcut Asphalt	1	LF	\$25.00	\$25.00
Strip Site, Stockpile, and Use on Site	6913	CY	\$10.00	\$69,130.00
Cut and Balance Site	1076.95	CY	\$10.00	\$10,769.50
Import Fill Dirt, Spread & Compact	1413.6	CY	\$20.00	\$28,272.00
Rough Grade	2.08	AC	\$4,500.00	\$9,360.00
Final Grade	11.03	AC	\$4,000.00	\$44,120.00
			Total Cost =	\$161,676.50

B- Paving

Item	Quantity	Units	Unit Price	Total
Mobilization	1	EA	\$5,500.00	\$5,500.00
12" LBR40 Subgrade	7313	SY	\$8.00	\$58,504.00
6" Base	7313	SY	\$12.00	\$87,756.00
1.5" Asphalt Type SP 9.5	6929	SY	\$12.00	\$83,148.00
			Total =	\$234,908.00

C- Curbing Concrete

Item	Quantity	Units	Unit Price	Total
Miami Curb Non-reinforced Machined before Pavement 3000 LF Ready per Mob	5005	LF	\$12.00	\$ 60,060.00
Miami Curb Non-reinforced (Hand Formed)	595	LF	\$20.00	\$ 11,900.00
2' Wide x 6" Deep Ribbon Curb Non-reinforced (Hand Formed)	77	LF	\$20.00	\$ 1,540.00
6" Thick Concrete Driveway in R.O.W. 3000psi w/ Fiber Saw Cut & Broom Finished Excludes: Zip Strip/Backer Rod & Joint Sealer, Concrete Pumping, Thickened Edge, Vapor Barrier	235	SF	\$6.00	\$ 1,410.00
4" Thick Concrete Sidewalk 3000psi w/ Fiber Saw Cut & Broom Finished Excludes: Zip Strip/Backer Rod & Joint Sealer, Concrete Pumping, Thickened Edge, Vapor Barrier	7919	SF	\$5.00	\$ 39,595.00
ADA Handicap Ramps w/ Curb Returns	16	EA	\$600.00	\$ 9,600.00
5' Curved Truncated Dome Mat	164	SF	\$65.00	\$ 10,660.00
5' Truncated Dome Mat	60	SF	\$60.00	\$ 3,600.00
10' Truncated Dome Mat	20	SF	\$60.00	\$ 1,200.00
12' Curved Truncated Dome Mat	49	SF	\$65.00	\$ 3,185.00
			Total =	\$ 142,750.00

D- Signs Striping

Item	Quantity	Units	Unit Price	Total
Paint Mobilization	1	LS	\$550.00	\$ 550.00
Plastic Mobilization	1	LS	\$780.00	\$ 780.00
Single Line Stalls	18	EA	\$20.00	\$ 360.00
H/C Stall	1	EA	\$205.00	\$ 205.00
H/C Access	1	EA	\$110.00	\$ 110.00
H/C Signs w/ Post in Soil \$250.00 Fine	1	EA	\$365.00	\$ 365.00
6" Yellow Lines (Plastic)	170	LF	\$5.50	\$ 935.00
30" R1-1 w/ Post	4	EA	\$350.00	\$ 1,400.00
36" R1-1 w/ 3" Round Post	2	EA	\$375.00	\$ 750.00
2 Each Street Names No Post	6	EA	\$350.00	\$ 2,100.00
			Total =	\$ 7,555.00

E- Utilities Mob

Item	Quantity	Units	Unit Price	Total
Mobilization	1	LS		\$ 6,000.00
			Total =	\$ 6,000.00

F- Storm Drain

Item	Quantity	Units	Unit Price	Total
18" RCP	303.5	LF	\$80.00	\$ 24,280.00
18" Flared End Section	0.4	EA	\$4,000.00	\$ 1,600.00
24" RCP	105	LF	\$115.00	\$ 12,075.00
24" HDPE	45.3	LF	\$79.00	\$ 3,578.00
24" Flared End Section	0.4	EA	\$4,700.00	\$ 1,800.00
36" RCP	75.9	LF	\$225.00	\$ 17,077.50
Type 5 Curb Inlet	3.2	EA	\$6,600.00	\$ 21,120.00
Type 6 Curb Inlet	2.8	EA	\$4,900.00	\$ 13,720.00
Type C Inlet	0.4	EA	\$4,572.00	\$ 1,828.80
Type D Control Structure	0.4	EA	\$5,850.00	\$ 2,340.00
Dewatering (Kelly Well Only)	0.2	LS	\$10,000.00	\$ 2,000.00
Testing	1	LS	\$10,000.00	\$ 10,000.00
			Total =	\$ 111,500.00

G- Water

Item	Quantity	Units	Unit Price	Total
6" C900 DR18 Water Line	92.95	LF	\$30.00	\$ 2,773.50
8" Bulk Meter & BFP (Meter by Other)	0.65	EA	\$29,950.00	\$ 19,467.50
8" C900 DR18 Water Line	1773.2	LF	\$35.00	\$ 62,062.00
8" HDPE DR11 Directional Drill	96.85	LF	\$110.00	\$ 10,653.50
8" MJ Gate Valve	10.4	EA	\$3,600.00	\$ 37,440.00
8X8 Tapping Sleeve and Valve Assy	1.3	EA	\$6,400.00	\$ 8,320.00
12x8 Tapping Sleeve and Valve Assy	1.3	EA	\$6,700.00	\$ 8,710.00
Double Water Service	35.1	EA	\$3,550.00	\$ 124,605.00
Single Water Service	20.5	EA	\$1,650.00	\$ 33,825.00
Fire Hydrant Assy	3.9	EA	\$3,900.00	\$ 15,210.00
5'x10' Drill Pits	2	EA	\$2,500.00	\$ 5,000.00
Temp Jumper Meter Assy	0.65	EA	\$4,390.00	\$ 2,853.00
Chlorination Point	2.6	EA	\$850.00	\$ 2,210.00
Temp Blow-off/Sample Point	2.6	EA	\$1,700.00	\$ 4,420.00
Misc Fittings	0.65	LS	\$10,000.00	\$ 6,500.00
Pipe Bollards	4	EA	\$800.00	\$ 3,200.00
System Testing	1	LS	\$10,000.00	\$ 10,000.00
			Total =	\$ 357,250.00

H- Sanitary Sewer

Item	Quantity	Units	Unit Price	Total
4" SDR26 Sanitary Sewer	21.3	LF	\$19.00	\$ 404.70
6" SDR26 Sanitary Sewer	152.3	LF	\$24.00	\$ 3,655.20
8" C900 DR18	329.9	LF	\$43.00	\$ 14,185.70
10" PVC SDR26	51.2	LF	\$50.00	\$ 2,560.00
10" C900 DR18	11.3	LF	\$58.00	\$ 655.40
Double Sewer Service	6.4	EA	\$700.00	\$ 4,480.00
Single Sewer Service	1.5	EA	\$600.00	\$ 900.00
Sanitary Manhole - 0-6'	0.45	EA	\$9,400.00	\$ 4,230.00
Sanitary Manhole - 6-8'	0.2	EA	\$10,800.00	\$ 2,160.00
Core & Connect to Existing MH @4.01'	0.4	EA	\$1,735.00	\$ 694.00
Tops & Inverts	7.7	EA	\$500.00	\$ 3,850.00
Misc. Fittings	0.2	LS	\$6000.00	\$ 1,200.00
Dewatering (Kelly Well Only)	0.4	LS	\$10,000.00	\$ 4,000.00
Stone Bedding	35	TN	\$65.00	\$ 2,275.00
Testing	0.8	LS	\$10,000.00	\$ 8,000.00
			Total =	\$ 53,250.00

F- Miscellaneous

Item	Quantity	Units	Unit Price	Total
Survey Layout and As-builts (Civil Scope)	0.4	LS	\$60,000.00	\$ 24,000.00
Compaction & Density Testing	0.8	LS	\$30,000.00	\$ 24,000.00
Sod Pond Banks, Back of Curb, Swales	1	LS	\$12,100.00	\$ 12,100.00
Seed/Mulch Lot Pads & ROW	0.95	LS	\$4,200.00	\$ 3,990.00
			Total =	\$ 64,090.00

J- Earthwork- Henry DR

Item	Quantity	Units	Unit Price	Total
Demo Existing Asphalt	4,767	SF	\$0.50	\$2,383.50
Sawcut Asphalt	40	LF	\$25.00	\$1,000.00
Clear and Grub Site (305 Large Trees)	0.32	AC	\$15,000.00	\$4,800.00
Strip Site, stockpile, and use on site	175	CY	\$10.00	\$1,750.00
Proof Roll	0.32	AC	\$650.00	\$208.00
Cut and balance site	123	CY	\$10.00	\$1,230.00
Import Fill Dirt, Spread & Compact	202	CY	\$20.00	\$4,040.00
Rough Grade	0.32	AC	\$4,500.00	\$1,440.00
Final Grade	0.32	AC	\$4,000.00	\$1,280.00
			Earthwork Total:	\$18,131.50

K- Paving-Henry DR

Item	Quantity	Units	Unit Price	Total
12" LBR40 Subgrade	1,552	SY	\$8.00	\$12,416.00
6" Base	1,552	SY	\$12.00	\$18,624.00
1.5" Asphalt Type SP 9.5	1,552	SY	\$12.00	\$18,624.00
			Paving Total:	\$49,664.00

L- Curbing & Concrete- Henry Dr

Item	Quantity	Units	Unit Price	Total
4" Thick Concrete Sidewalk 3000psi w/ Fiber Saw Cut & Broom Finished Excludes: Zip Strip/Backer Rod & Joint Sealer, Concrete Pumping, Thickened Edge, Vapor Barrier	195	SF	\$5.00	\$975.00
ADA Handicap Ramps w/ Curb Returns	2	EA	\$600.00	\$1,200.00
5' Truncated Dome Mat	20	SF	\$60.00	\$1,200.00
			Concrete Total:	\$3,375.00

M- Signs & Striping- Henry Dr

Item	Quantity	Units	Unit Price	Total
6" Yellow Lines (Plastic)	30	LF	\$5.50	\$165.00
24" White Lines (Plastic)	30	LF	\$26.00	\$780.00
			Striping Total:	\$945.00

N-Miscellaneous -Henry Dr

Item	Quantity	Units	Unit Price	Total
Survey Layout and As-builts (Civil Scope)	0.05	LS	\$60,000.00	\$3,000.00
Compection & Density Testing	0.05	LS	\$30,000.00	\$1,500.00
Seed/Mulch lot pads & ROW	0.05	LS	\$4,200.00	\$210.00
			Misc. Total:	\$4,710.00

We'll guide you through your development

PERFORMANCE BOND

BY THIS BOND, WE, STARLIGHT HOMES FLORIDA, L.L.C., as PRINCIPAL, and Lexon Insurance Company of 12890 Lebanon Road, Mt. Juliet, TN 37122, as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$1,519,756.25 dollars for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Tyson Townhomes and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the PROJECT; and

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within six (6) months after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall submit a written request for an inspection of all improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specification and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

IT IS FURTHER understood that should the City of Zephyrhills be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL, shall be responsible for attorney's fees and court costs incurred by the CITY and SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 10th day of February, 2023.

Starlight Homes Florida, L.L.C.

PRINCIPAL

(Seal)

Witness:

[Signature]

By

[Signature]

Lexon Insurance Company

SURETY

(Seal)

Witness:

Alexa Costello

Alexa Costello

By

[Signature]

James I. Moore, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

**CITY OF
ZEPHYRHILLS**



SOMPO INTERNATIONAL

INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

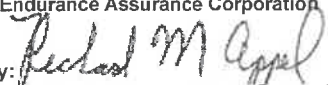
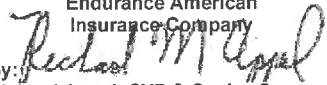
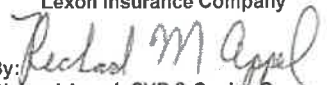
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation By:  Richard Appel; SVP & Senior Counsel 	Endurance American Insurance Company By:  Richard Appel; SVP & Senior Counsel 	Lexon Insurance Company By:  Richard Appel; SVP & Senior Counsel 	Bond Safeguard Insurance Company By:  Richard Appel; SVP & Senior Counsel 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:


Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

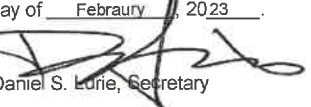
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of February, 2023.

By:


Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF FLORIDA
City of Zephyrhills

I, Laurie Burcaw, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 46064, hereby certify that I have examined the plat of **Tyson Townhomes**, as filed by Beacon Civil Engineering LLC, located in Section 2, and 3, Township 26 South, Range 21 East, Pasco County, Florida; and that the costs of the improvements lying within the said plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount of Maintenance Bond.

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I- Miscellaneous	\$ 101,590.00
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K- Paving-Henry DR	\$ 49,664.00
L- Curbing & Concrete- Henry Dr	\$ 3,375.00
M- Signs & Striping- Henry Dr	\$ 945.00
N- Miscellaneous -Henry Dr	\$ 4,710.00
Total	\$ 2,948,297.00

Maintenance Bond amount $0.15 \times \$2,948,297.00 = \$442,244.55$



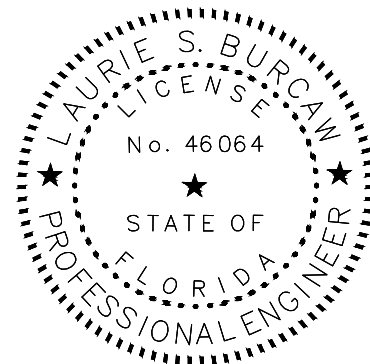
Professional Engineer Signature and seal

11/11/2022

Date

This item has been digitally signed
and sealed by Laurie Burcaw,
PE, on 11/11/2022 .

Printed copies of this document
are not considered signed and
sealed and the signature must
be verified on any electronic
copies.



A- Earthwork

Item	Quantity	Units	Unit Price	Total
Mobilization	1	LS	\$ 5,500.00	\$ 5,500.00
Silt Fence	4617	LF	\$ 5.00	\$ 23,085.00
Construction Entrance (1,441 SF)	1	EA	\$ 3,600.00	\$ 3,600.00
Sawcut Asphalt	1	LF	\$ 25.00	\$ 25.00
Clear and Grub Site (305 Large Trees)	11.03	AC	\$ 15,000.00	\$ 165,450.00
Strip Site, Stockpile, and Use on Site	6913	CY	\$ 10.00	\$ 69,130.00
Proof Roll	11.03	AC	\$ 650.00	\$ 7,169.50
Cut and Balance Site	7879	CY	\$ 10.00	\$ 78,790.00
Excavate Pond Areas	1182	CY	\$ 12.00	\$ 14,184.00
Import Fill Dirt, Spread & Compact	11799	CY	\$ 20.00	\$ 235,980.00
Rough Grade	11.03	AC	\$ 4,500.00	\$ 49,635.00
Final Grade	11.03	AC	\$ 4,000.00	\$ 44,120.00
			Total Cost =	\$ 696,668.50

B- Paving

Item	Quantity	Units	Unit Price	Total
Mobilization	1	EA	\$ 5,500.00	\$ 5,500.00
12" LBR40 Subgrade	7313	SY	\$ 8.00	\$ 58,504.00
6" Base	7313	SY	\$ 12.00	\$ 87,756.00
1.5" Asphalt Type SP 9.5	6929	SY	\$ 12.00	\$ 83,148.00
			Total =	\$ 234,908.00

C- Curbing Concrete

Item	Quantity	Units	Unit Price	Total
Miami Curb Non-reinforced Machined before Pavement 3000 LF Ready per Mob	5005	LF	\$ 12.00	\$ 60,060.00
Miami Curb Non-reinforced (Hand Formed)	595	LF	\$ 20.00	\$ 11,900.00
2' Wide x 6" Deep Ribbon Curb Non-reinforced (Hand Formed)	77	LF	\$ 20.00	\$ 1,540.00
6" Thick Concrete Driveway in R.O.W. 3000psi w/ Fiber Saw Cut & Broom Finished Excludes: Zip Strip/Backer Rod & Joint Sealer, Concrete Pumping, Thickened Edge, Vapor Barrier	235	SF	\$ 6.00	\$ 1,410.00
4" Thick Concrete Sidewalk 3000psi w/ Fiber Saw Cut & Broom Finished Excludes: Zip Strip/Backer Rod & Joint Sealer, Concrete Pumping, Thickened Edge, Vapor Barrier	7919	SF	\$ 5.00	\$ 39,595.00
ADA Handicap Ramps w/ Curb Returns	16	EA	\$ 600.00	\$ 9,600.00
5' Curved Truncated Dome Mat	164	SF	\$ 65.00	\$ 10,660.00
5' Truncated Dome Mat	60	SF	\$ 60.00	\$ 3,600.00
10' Truncated Dome Mat	20	SF	\$ 60.00	\$ 1,200.00
12' Curved Truncated Dome Mat	49	SF	\$ 65.00	\$ 3,185.00
			Total =	\$ 142,750.00

D- Signs Striping

Item	Quantity	Units	Unit Price	Total
Paint Mobilization	1	LS	\$ 350.00	\$ 350.00
Plastic Mobilization	1	LS	\$ 685.00	\$ 685.00
Single Line Stalls	18	EA	\$ 35.00	\$ 630.00
H/C Stall	1	EA	\$ 220.00	\$ 220.00
H/C Access	1	EA	\$ 110.00	\$ 110.00
H/C Signs w/ Post in Soil \$250.00 Fine	1	EA	\$ 375.00	\$ 375.00
6" Yellow Lines (Plastic)	170	LF	\$ 5.50	\$ 935.00
30" R1-1 w/ Post	4	EA	\$ 350.00	\$ 1,400.00
36" R1-1 w/ 3" Round Post	2	EA	\$ 375.00	\$ 750.00
2 Each Street Names No Post	6	EA	\$ 350.00	\$ 2,100.00
			Total =	\$ 7,555.00

E- Utilities Mob

Item	Quantity	Units	Unit Price	Total
Mobilization	1	LS		\$ 6,000.00
			Total =	\$ 6,000.00

F- Storm Drain

Item	Quantity	Units	Unit Price	Total
18" RCP	1156	LF	\$ 80.00	\$ 92,480.00
18" Flared End Section	1	EA	\$ 4,000.00	\$ 4,000.00
24" RCP	265	LF	\$ 115.00	\$ 30,475.00
24" HDPE	122	LF	\$ 79.00	\$ 9,638.00
24" Flared End Section	1	EA	\$ 4,700.00	\$ 4,700.00
30" NDS Drain Basin	3	EA	\$ 3,800.00	\$ 11,400.00
36" RCP	253	LF	\$ 225.00	\$ 56,925.00
Type 5 Curb Inlet	8	EA	\$ 6,600.00	\$ 52,800.00
Type 6 Curb Inlet	7	EA	\$ 4,900.00	\$ 34,300.00
Type C Inlet	1	EA	\$ 4,572.00	\$ 4,572.00
Type D Control Structure	1	EA	\$ 5,850.00	\$ 5,850.00
Stormtech Vault System	1	LS	\$ 450,000.00	\$ 450,000.00
Dewatering (Kelly Well Only)	1	LS	\$ 10,000.00	\$ 10,000.00
Stone Bedding	144	TN	\$ 65.00	\$ 9,360.00
Testing	1	LS	\$ 10,000.00	\$ 10,000.00
			Total =	\$ 786,500.00

G- Water

Item	Quantity	Units	Unit Price	Total
6" C900 DR18 Water Line	143	LF	\$ 30.00	\$ 4,290.00
8" Bulk Meter & BFP (Meter by Other)	1	EA	\$ 29,950.00	\$ 29,950.00
8" C900 DR18 Water Line	2728	LF	\$ 35.00	\$ 95,480.00
8" HDPE DR11 Directional Drill	149	LF	\$ 110.00	\$ 16,390.00
8" MJ Gate Valve	16	EA	\$ 3,600.00	\$ 57,600.00
8X8 Tapping Sleeve and Valve Assy	2	EA	\$ 6,400.00	\$ 12,800.00
12x8 Tapping Sleeve and Valve Assy	2	EA	\$ 6,700.00	\$ 13,400.00
Double Water Service	54	EA	\$ 3,550.00	\$ 191,700.00
Single Water Service	33	EA	\$ 1,650.00	\$ 54,450.00
Fire Hydrant Assy	6	EA	\$ 3,900.00	\$ 23,400.00
5'x10' Drill Pits	2	EA	\$ 2,500.00	\$ 5,000.00
Temp Jumper Meter Assy	1	EA	\$ 4,390.00	\$ 4,390.00
Chlorination Point	4	EA	\$ 850.00	\$ 3,400.00
Temp Blow-off/Sample Point	4	EA	\$ 1,700.00	\$ 6,800.00
Misc Fittings	1	LS	\$ 10,000.00	\$ 10,000.00
Pipe Bollards	4	EA	\$ 800.00	\$ 3,200.00
System Testing	1	LS	\$ 10,000.00	\$ 10,000.00
			Total =	\$ 542,250.00

H- Sanitary Sewer

Item	Quantity	Units	Unit Price	Total
4" SDR26 Sanitary Sewer	223	LF	\$ 19.00	\$ 4,237.00
6" SDR26 Sanitary Sewer	1523	LF	\$ 24.00	\$ 36,552.00
8" C900 DR18	2200	LF	\$ 43.00	\$ 94,600.00
10" PVC SDR26	124	LF	\$ 50.00	\$ 6,200.00
10" C900 DR18	57	LF	\$ 58.00	\$ 3,306.00
Double Sewer Service	65	EA	\$ 700.00	\$ 45,500.00
Single Sewer Service	10	EA	\$ 600.00	\$ 6,000.00
Sanitary Manhole - 0-6'	3	EA	\$ 9,400.00	\$ 28,200.00
Sanitary Manhole - 6-8'	7	EA	\$ 10,800.00	\$ 75,600.00
Sanitary Manhole - 8'-10'	1	EA	\$ 14,100.00	\$ 14,100.00
Core & Connect to Existing MH @4.01'	1	EA	\$ 1,735.00	\$ 1,735.00
Tops & Inverts	11	EA	\$ 500.00	\$ 5,500.00
Misc Fittings	1	LS	\$ 6,000.00	\$ 6,000.00
Dewatering (Kelly Well Only)	1	LS	\$ 10,000.00	\$ 10,000.00
Stone Bedding	88	TN	\$ 65.00	\$ 5,720.00
Testing	1	LS	\$ 10,000.00	\$ 10,000.00
			Total =	\$ 353,250.00

I- Miscellaneous

Item	Quantity	Units	Unit Price	Total
Survey Layout and As-builts (Civil Scope)	0.95	LS	\$ 60,000.00	\$ 57,000.00
Compection & Density Testing	0.95	LS	\$ 30,000.00	\$ 28,500.00
Sod Pond Banks, Back of Curb, Swales	1	LS	\$ 12,100.00	\$ 12,100.00
Seed/Mulch Lot Pads & ROW	0.95	LS	\$ 4,200.00	\$ 3,990.00
			Total =	\$ 101,590.00

J- Earthwork- Henry DR

Item	Quantity	Units	Unit Price	Total
Demo Existing Asphalt	4,767	SF	\$0.50	\$2,383.50
Sawcut Asphalt	40	LF	\$25.00	\$1,000.00
Clear and Grub Site (305 Large Trees)	0.32	AC	\$15,000.00	\$4,800.00
Strip Site, stockpile, and use on site	175	CY	\$10.00	\$1,750.00
Proof Roll	0.32	AC	\$650.00	\$208.00
Cut and balance site	123	CY	\$10.00	\$1,230.00
Import Fill Dirt, Spread & Compact	202	CY	\$20.00	\$4,040.00
Rough Grade	0.32	AC	\$4,500.00	\$1,440.00
Final Grade	0.32	AC	\$4,000.00	\$1,280.00
			Earthwork Total:	\$18,131.50

K- Paving-Henry DR

Item	Quantity	Units	Unit Price	Total
12" LBR40 Subgrade	1,552	SY	\$8.00	\$12,416.00
6" Base	1,552	SY	\$12.00	\$18,624.00
1.5" Asphalt Type SP 9.5	1,552	SY	\$12.00	\$18,624.00
			Paving Total:	\$49,664.00

L- Curbing & Concrete- Henry Dr

Item	Quantity	Units	Unit Price	Total
4" Thick Concrete Sidewalk 3000psi w/ Fiber Saw Cut & Broom Finished Excludes: Zip Strip/Backer Rod & Joint Sealer, Concrete Pumping, Thickened Edge, Vapor Barrier	195	SF	\$5.00	\$975.00
ADA Handicap Ramps w/ Curb Returns	2	EA	\$600.00	\$1,200.00
5' Truncated Dome Mat	20	SF	\$60.00	\$1,200.00
			Concrete Total:	\$3,375.00

M- Signs & Striping- Henry Dr

Item	Quantity	Units	Unit Price	Total
6" Yellow Lines (Plastic)	30	LF	\$5.50	\$165.00
24" White Lines (Plastic)	30	LF	\$26.00	\$780.00
			Striping Total:	\$945.00

N-Miscellaneous -Henry Dr

Item	Quantity	Units	Unit Price	Total
Survey Layout and As-builts (Civil Scope)	0.05	LS	\$60,000.00	\$3,000.00
Compection & Density Testing	0.05	LS	\$30,000.00	\$1,500.00
Seed/Mulch lot pads & ROW	0.05	LS	\$4,200.00	\$210.00
			Misc. Total:	\$4,710.00

We'll guide you through your development

MAINTENANCE BOND

BY THIS BOND WE, STARLIGHT HOMES FLORIDA L.L.C., as PRINCIPAL and Lexon Insurance Company, 12890 Lebanon Road, Mt. Juliet, TN 37122, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of \$442,244.55 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

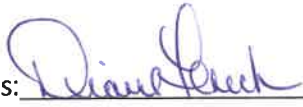
THE CONDITION OF THIS BOND is that if, for a period of one (1) year commencing on the latter of the date upon which a Certificate of Completion has been issued by the City, or the date upon which the Performance Bond has been released by the City for the platted subdivision known as Tyson Townhomes, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT; and
2. Repairs or replaces all such improvements which are found by the Director of Public Works not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion of the one (1) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above;

then this obligation shall be void. Otherwise, it remains in full force and effect.

IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 10th day of February, 2023.

Witness: 

Starlight Homes Florida, L.L.C.
PRINCIPAL (Seal)
By 

Witness: 
Alexa Costello

Lexon Insurance Company
SURETY (Seal)
By 
James I. Moore, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

**CITY OF
ZEPHYRHILLS**



SOMPO INTERNATIONAL

INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

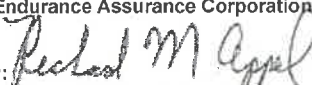
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

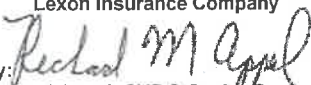
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: 
Richard Appel; SVP & Senior Counsel

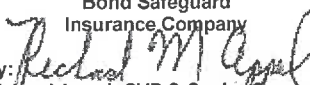


Endurance American Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: 
Richard Appel; SVP & Senior Counsel

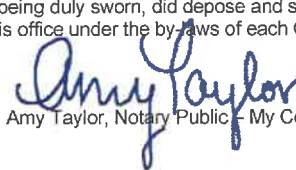


Bond Safeguard Insurance Company
By: 
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

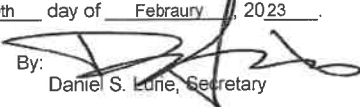
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of February, 2023.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
County of DuPage } ss.

On February 10, 2023, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036

- Subdivider's Agreement (*requires Council execution*)

SUBDIVIDER'S AGREEMENT

This Agreement made and entered into this _____ day of _____ 20__, by and between Starlight Homes Florida, L.L.C. hereinafter referred to as "Subdivider," and the City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as "City".

Witnesseth

WHEREAS, the City Council of the City of Zephyrhills has established a Land Development Code, hereinafter referred to as the LDC, pursuant to authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the incorporated areas of the City of Zephyrhills; and

WHEREAS, the Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications and other information relating to construction of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the City; and

WHEREAS, the Subdivider will build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the City to accept the improvements for performance and maintenance as listed below and identified as applicable to this project:

1. Paving
2. Storm Drainage
3. Sanitary Gravity Sewer System
4. Sanitary Sewer Distribution System
5. Water Mains/Services

WHEREAS, the City requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the City of the aforementioned improvements, the Subdivider and City agree as follows:

1. The terms, conditions and regulations contained in the City of Zephyrhills LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Tyson Townhomes subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of one (1) year following the date of acceptance of said improvements for maintenance by the City. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the City.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the City an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. A Performance Bond No. LICX1974021, Dated 02/10/2023, With Starlight Homes Florida, L.L.C. Principal, and Lexon Insurance Company as Surety
 - b. A Maintenance Bond No. LICX1974022, Dated 02/10/2023, With Starlight Homes Florida, L.L.C. Principal, and Lexon Insurance Company as Surety

Copies of said letters of credit, bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the Subdivider's failure or neglect to perform.
5. The City agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities for maintenance, upon proper completion, approval by the City's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
6. The City agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the City's Planning Department, in accordance with all applicable City regulations relating to the construction of the improvement facilities.

7. If any article, section, clause or provision of this agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which will remain in full force and effect.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this
_____ day of _____, 20__.

ATTEST:

Dianne Fenech
Witness Signature

SUBDIVIDER: Starlight Homes Florida, L.L.C.

By: [Signature]
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses)

Dianne Fenech
Printed Name of Witness

MAYA BARNAT
Name (typed, printed or stamped)

[Signature]
Witness Signature

Authorized Representative
Title

Michelle Malinchak
Printed Name of Witness

9720 Princess Palm Ave #140
Address of Signer Tampa, FL 33619

813-324-8815
Phone Number of Signer

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____

By: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: _____

- Final Plat (Mylar *requires Council execution*)

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

LEGAL DESCRIPTION:

A parcel of land lying in Sections 2 and 3, Township 26 South, Range 21 East, Pasco County, Florida, including a portion of the Private Road, lying 25.00 feet South of and parallel with the North boundary of the South 1/2 of the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, also including a portion of TRACT "A", ALL according to the plat of TYSON SUBDIVISION, as recorded in Plat Book 4, Page 109, of the Public Records of Pasco County, Florida, and also including a portion of the Railroad Right-of-Way for Seaboard Air Line Railway Mainline, Vacated by Valuation Map V04292, as referenced in State of Florida Department of Transportation, according to Warranty Deed for PARCEL 183.01R, as recorded in Official Records Book 9664, Page 1905, of the Public Records of Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 2, run thence along the South boundary of the Southwest 1/4 of said Section 2, N.89°52'45"E., 398.60 feet to the Southwest corner of said TRACT "A", also being a point on the Easterly boundary of the aforesaid vacated Railroad Right-of-Way for Seaboard Air Line Railway; thence along said Easterly boundary of the vacated Railroad Right-of-Way for Seaboard Air Line Railway, also being the Westerly boundary of the aforesaid TRACT "A", the following two (2) courses: 1) N.25°29'30"W., 676.19 feet to the **POINT OF BEGINNING**; 2) N.25°35'34"W., 25.54 feet; thence S.83°40'38"W., 105.98 feet to a point on the Easterly boundary of the right-of-way for Fort King Road, according to State of Florida Department of Transportation Right-of-Way Map Section 14050-2528; thence along said Easterly boundary of the right-of-way for Fort King Road, N.25°35'03"W., 59.98 feet; thence N.64°26'17"E., 100.03 feet to a point on the aforesaid Easterly boundary of the vacated Railroad Right-of-Way for Seaboard Air Line Railway and the aforesaid Westerly boundary of TRACT "A"; thence along said Easterly boundary of Seaboard Air Line Railway and said Westerly boundary of TRACT "A", S.25°35'34"E., 34.90 feet; thence N.64°24'44"E., 190.01 feet; thence N.25°08'14"W., 277.12 feet; thence N.87°02'20"E., 19.32 feet; thence N.01°10'14"E., 50.93 feet; thence N.00°57'00"E., 230.56 feet to a point on the Southerly boundary of the right-of-way for Henry Drive as established by the conveyance of land in Special Warranty Deed, as recorded in Official Records Book 10538, Page 2404, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of the right-of-way for Henry Drive, N.89°47'01"E., 506.42 feet to the Northwest corner of the property described in Warranty Deed, as recorded in Official Records Book 806, Page 104, of the Public Records of Pasco County, Florida; thence along the Westerly and Southerly boundaries of said property described in Warranty Deed, as recorded in Official Records Book 806, Page 104, the following two (2) courses, in their respective order: 1) S.00°18'07"W., 199.79 feet; 2) S.89°58'39"E., 200.10 feet to a point on the Westerly boundary of the right-of-way for 8th Street, as recorded in Official Records Book 1510, Page 92, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of the right-of-way for 8th Street, as recorded in Official Records Book 1510, Page 92 and as recorded in Official Records Book 474, Page 481, of the Public Records of Pasco County, Florida; S.00°20'11"W., 492.58 feet; thence S.89°50'46"W., 743.43 feet to the **POINT OF BEGINNING**.

Containing 10.370 acres, more or less.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company ("Owner"), authorized to do business in the State of Florida, hereby states and declares that it is the fee simple owner of all the lands as shown hereon, which lands are referred to as TYSON TOWNHOMES, as described in the legal description which is a part of this plat, and makes the following dedications:

- Owner hereby reserves fee title to TRACTS "A", "B-1", "B-2", "B-3", "B-4" and "B-5", as shown hereon for conveyance by Owner by separate instrument to Tyson Towns Homeowners Association, Inc., a Florida not-for-profit corporation ("Association" or "HOA"), by separate instrument, subsequent to the recording of this plat. TRACTS "A", "B-1", "B-2", "B-3", "B-4" and "B-5", shall be maintained by the Association for the purposes stated hereon from and after such conveyance occurs.
- Owner hereby grants to the Association, a non-exclusive easement over all (HOA) Drainage and Access Easements as shown hereon for drainage and access purposes, to be used by the Association in accordance with the terms of the Declaration of Covenants, Conditions, Easements, and Restrictions for Tyson Towns, as amended from time to time.
- Owner grants, conveys and dedicates to the City of Zephyrhills, Florida ("the City"), the (Public) Sanitary Sewer Easement, as shown hereon, and the utility improvements and facilities located therein for purposes incidental thereto.
- Owner hereby grants, conveys and dedicates to the City, a perpetual easement over and across TRACT "A" (HOA Right-of-Way), as shown hereon, for any and all governmental purposes including (without limitation) fire and law enforcement, and emergency medical services.
- Owner hereby dedicates to the perpetual use of the public and the City, all water and sewer system improvements and facilities including, but not limited to, water or sewer lines or pipes, fire hydrants, pumping stations and other appurtenances, lying within or upon the lands depicted on this plat, and further does hereby reserve unto itself, its heirs, successors, assigns or legal representatives, the right to construct, operate and maintain all water or sewer improvements or facilities and appurtenances until such time as the operation and maintenance of said improvements, facilities and appurtenances is assumed by the City.
- Although the roadways, sidewalks and drainage facilities are not publicly owned or maintained by the City, Owner does hereby grant, convey and dedicate to the City a Non-Exclusive Flow Through Easement and reasonable right of access to ensure the free flow of water for general public drainage purposes over, through and under all drainage easements, drainage areas or commonly owned property, including TRACT "A", as shown on this plat. Owner shall construct, and the Association shall operate and maintain, the drainage facilities and improvements within the drainage easements, drainage areas, and commonly owned property shown on this plat. In the event the Owner or the Association fails to properly maintain any drainage easements/facilities preventing the free flow of water, the City shall have the reasonable right, but not the obligation, to access and enter upon any drainage easement for the purpose of performing maintenance to ensure the free flow of water.
- Owner hereby reserves unto itself, its heirs, successors, and/or assigns, the title to any lands or improvements dedicated to the public or the City, if for any reason such as dedication shall be either voluntarily vacated, voided, or invalidated.
- Owner hereby reserves for itself, its heirs, successors and assigns a non-exclusive easement in common with others located within the Utility & Sidewalk Easement shown hereon. Said non-exclusive easement is for the installation, operation and maintenance and/or replacement of communication lines including but not limited to cable television, Internet access, telecommunications and bulk telecommunication services to the extent consistent with Section 177.091(28), Florida Statutes.
- Owner hereby grants to all providers of street lights, telephone utilities, electric utilities, cable television utilities and other public utilities as selected by Owner, a nonexclusive easement for utility purposes and access over the areas depicted on this plat as "Utility & Sidewalk Easement".

OWNER: STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company, authorized to do business in the State of Florida

By: Darryl Colwell, Authorized Representative Witness Witness
Printed Name Printed Name

ACKNOWLEDGMENT: State of Florida, County of

I hereby certify on this day of 20 before me personally appeared by means of physical presence, Darryl Colwell, as Authorized Representative of STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company, authorized to do business in the State of Florida, [] personally known to me or [] who has produced as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at County, Florida, the day and year aforesaid.

Notary Public, State of Florida at Large My Commission expires:
(Printed Name of Notary) Commission Number:

CERTIFICATE OF ACCEPTANCE

of the Tyson Towns Homeowners Association, Inc.

Tyson Towns Homeowners Association, Inc., a Florida not-for-profit corporation, hereby accepts the proposed conveyance and maintenance responsibilities as shown hereon.

By: Darryl Colwell, as Vice President Witness Witness
Printed Name Printed Name

ACKNOWLEDGMENT: State of Florida, County of

I hereby certify on this day of 20 before me personally appeared by means of physical presence, Darryl Colwell, as Vice President of Tyson Towns Homeowners Association, Inc., a Florida not-for-profit corporation, [] personally known to me or [] who has produced as identification, who has identified theirself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at County, Florida, the day and year aforesaid.

Notary Public, State of Florida at Large My Commission expires:
(Printed Name of Notary) Commission Number:

PROPERTY INFORMATION

STATE OF FLORIDA)
) SS:
COUNTY OF PASCO)

We, First American Title Insurance Company, a Title Company duly licensed in the State of Florida, have completed a Ownership and Encumbrance Report, File No. 2061-6150935 and based on said report find that the title of the property is vested in STARLIGHT HOMES FLORIDA L.L.C., that the current taxes have been paid, and that the property is not encumbered by any mortgages, other encumbrances or easements other than shown in that Ownership and Encumbrance Report, File No. 2061-6150935.

This the day of , 20.

First American Title Insurance Company

By: David H. Roberts, Authorized Signatory

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

This is to certify that on this the day of , 20, the foregoing plat was approved to be recorded by the City Council of Zephyrhills, Florida.

Jodi Wilkeson, President of City Council

ATTEST:

William C. Poe, Jr., City Manager

CERTIFICATE OF THE CLERK OF CIRCUIT COURT

I hereby certify that the foregoing plat has been filed in the Public Records of Pasco County, Florida on this the day of , 20, in Plat Book , Page(s) - .

BY: Nikki Alvarez-Sowles, Esq.,
Pasco County Clerk & Comptroller

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

Pursuant to Section 177.081(1), Florida Statutes, I hereby certify that I have performed a limited review of this plat for conformity to Chapter 177, Part I, Florida Statutes and that this plat complies with the technical requirements of said chapter, however my review and certification does not include computations or field verification of any points or measurements.

Signed and Sealed this day of , 20 .

David G. Armstrong, PLS
Florida Professional Surveyor and Mapper No. 4970

SURVEYOR'S CERTIFICATE

The undersigned, being currently licensed by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that this plat was prepared under my direction and supervision, and said plat complies with all survey requirements of Florida Statutes Chapter 177, Part I, and that Permanent Reference Monuments (P.R.M.'s) were set on the 24th day of October, 2022, as shown hereon, and that the "P.C.P.'s" (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

Signed and Sealed this day of , 20.

AMERRITT, INC.
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609

Arthur W. Merritt
Professional Land Surveyor No. LS4498
Certificate of Authorization No. LB7778

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200
Job No. AM15LH-TT-002
File: P:\Tyson Homes (Zephyrhills)\Master Plan\Plat\Tyson Homes-1

TYSON TOWNHOMES
PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

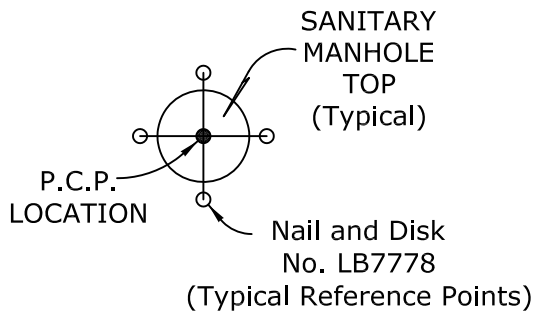
The coordinate values shown hereon are based on the Pasco County Primary Horizontal control Network and were established to Third Order Class 1 accuracy as defined by the Standards and Specifications for Geodetic Control Networks, as published by the Federal Geodetic Control Committee dated September 1984 or latest edition.

NOTE:
A 1/2 INCH DIAMETER IRON ROD WITH CAP No. LB7778, OR A 5/8 INCH DIAMETER IRON PIPE WITH CAP No. LB7778, WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091 (9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00')

Note: In the case where the location of a P.C.P. falls in the top of a Sanitary Manhole or other Utility Structure and it cannot be set, four (4) reference points are set establishing two lines that intersect at the P.C.P. location.



**P.C.P. REFERENCE
DIAGRAM**
(NOT TO SCALE)

SURVEYOR'S NOTES:

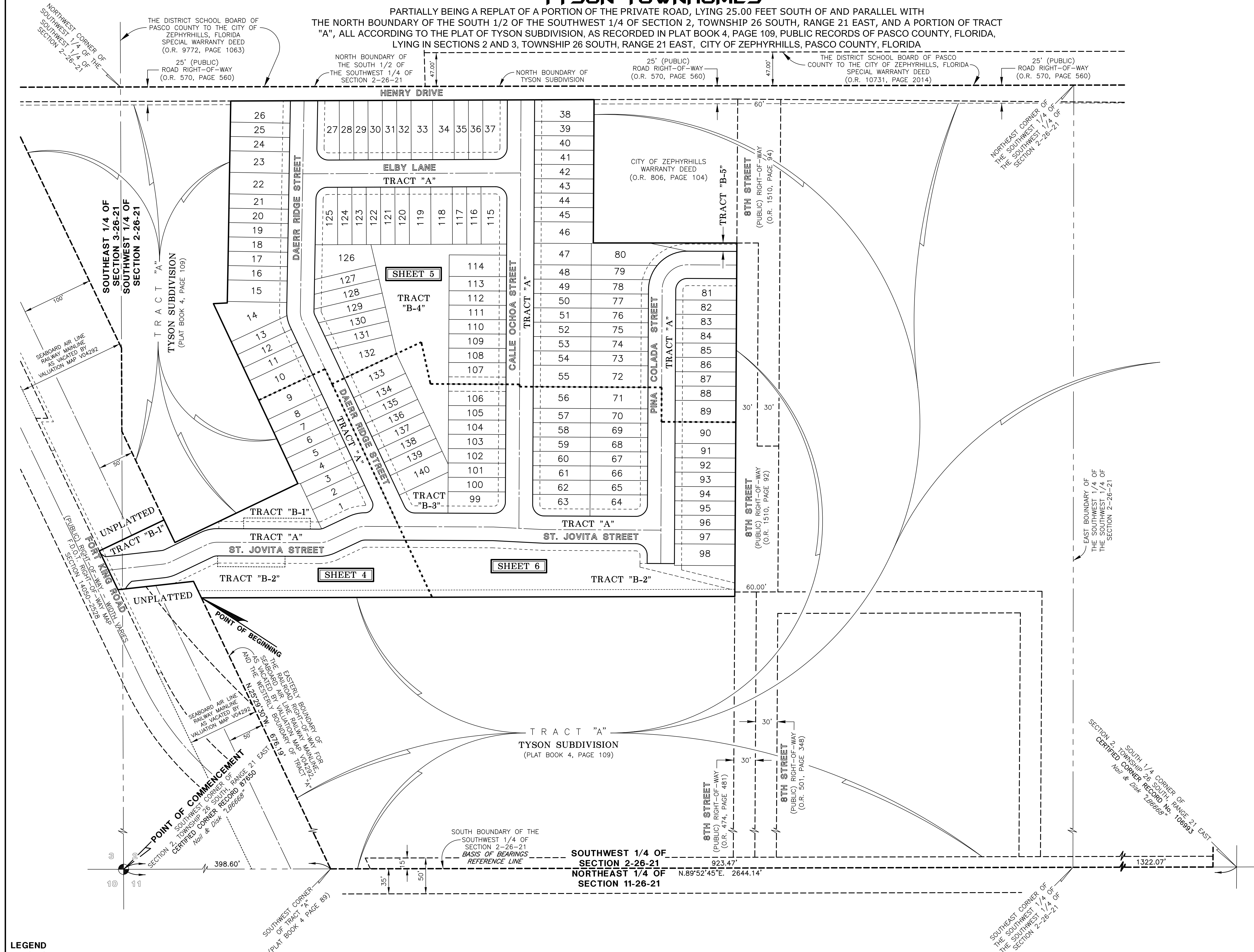
- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the City of Zephyrhills Building Department has information regarding flooding and restrictions on development.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- Drainage Easements shall not contain, except for the construction and maintenance of nature trails and walks by the developer, permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, and sprinkler systems. The Installation of poles, fences, trees, shrubs, hedges, and landscaping plants are permitted if installed in a manner that will not obstruct the free flow of water and prohibit access to those easements labeled as access easements. However it will be the individual lot owner's responsibility to bear the full cost if said poles, fences, trees, shrubs, hedges, and landscaping plants are required to be removed for the installation, repair and maintenance of surface/subsurface drainage structures and the grading according to the approved grading and drainage plan. This note shall appear on each affected deed.

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "A"	(HOA) RIGHT-OF-WAY	2.384 Ac.±
TRACT "B-1"	(HOA) OPEN SPACE & PARK AREA; (HOA) PARKING AREA	0.185 Ac.±
TRACT "B-2"	(HOA) OPEN SPACE & DRAINAGE AREA; (HOA) PARKING AREA	1.167 Ac.±
TRACT "B-3"	(HOA) OPEN SPACE & PARK AREA	0.060 Ac.±
TRACT "B-4"	(HOA) OPEN SPACE & PARK AREA	0.476 Ac.±
TRACT "B-5"	(HOA) OPEN SPACE & PARK AREA	0.025 Ac.±

TYSON TOWNHOMES

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BASIS OF BEARINGS

The South boundary of the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, has a Grid bearing of N.89°52'45"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS
OF THIS PLAT FOR DETAILED
LABELING AND DIMENSIONING.

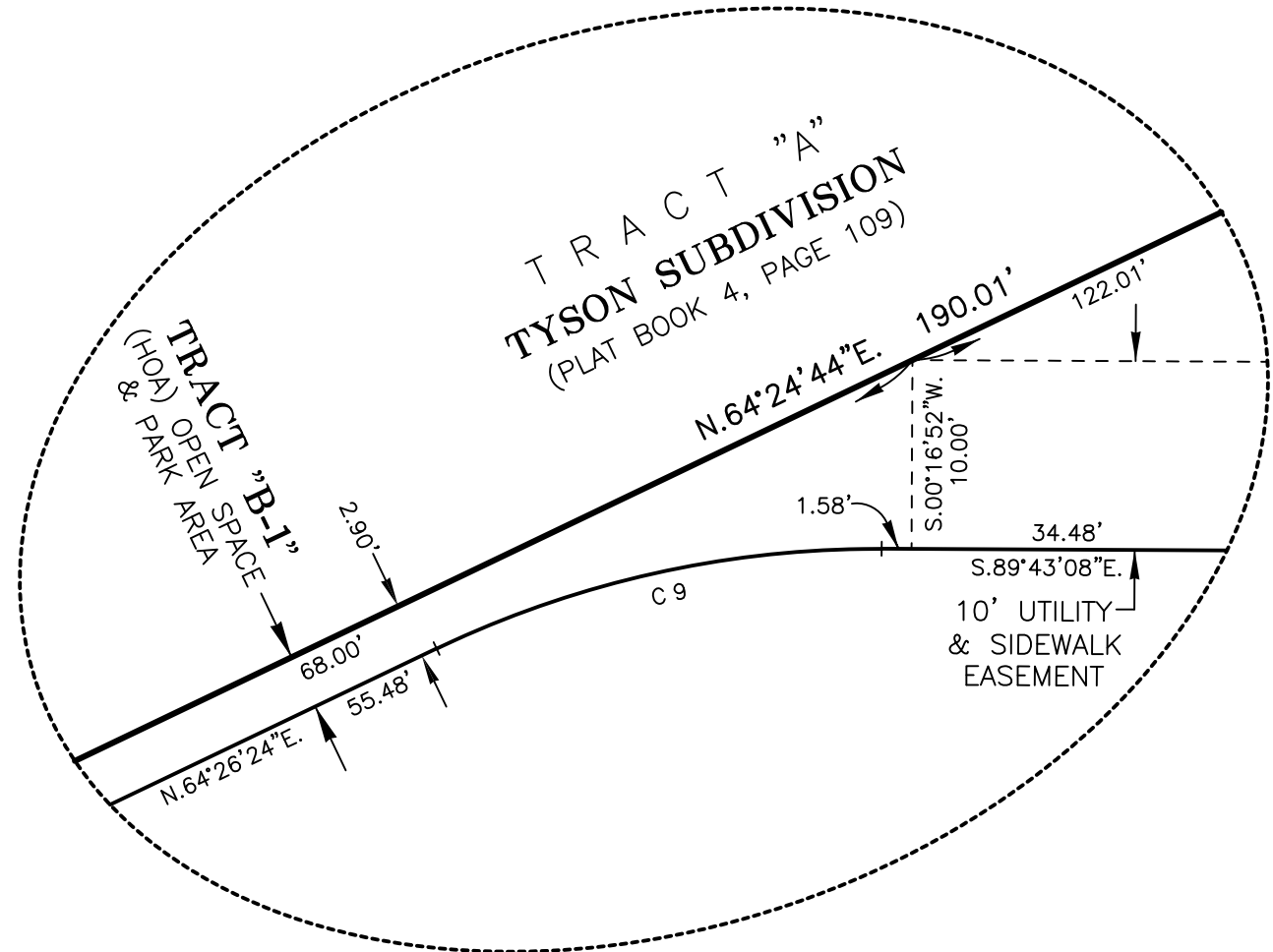
AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
 3010 W. Azeele Street, Suite 150
 Tampa, FL 33609
 PHONE (813) 221-5200

SHEET 3 OF 6 SHEETS

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

PLAT BOOK PAGE NO.



DETAIL "A"

NOT TO SCALE
(SEE THIS SHEET)

LEGEND

- Symbol ■ indicates Set (P.R.M.) Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
- Symbol □ indicates Set (P.R.M.) Offset Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
- Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
- (R) indicates radial line
- (NR) indicates non-radial line
- (RB) indicates reference bearing
- O.R. - Official Records Book
- F.D.O.T. - State of Florida Department of Transportation
- N&D - Nail and Disk
- (TYP) - Typical
- HOA - Homeowners Association, Inc.

CURVE DATA TABLE				
NO.	RADIUS	DELTA	ARC	CHORD
1	35.00	19°15'29"	11.76	11.71
2	35.00	25°50'28"	15.79	15.65
3	35.00	25°24'59"	15.53	15.40
4	35.00	25°24'59"	15.53	15.40
7	33.00	14°28'46"	8.34	8.32
8	16.00	19°15'29"	5.38	5.35
9	54.00	25°50'28"	24.35	24.15
10	16.00	25°24'59"	7.10	7.04
11	16.00	12°23'01"	3.46	3.45
12	16.00	13°01'59"	3.64	3.63
13	54.00	24°53'15"	23.46	23.27
14	11.00	11°45'15"	22.06	18.54
28	16.00	25°24'59"	7.10	7.04
29	54.00	25°24'59"	23.95	23.76
30	16.00	25°50'28"	7.22	7.16
31	54.00	19°15'29"	18.15	18.06
32	33.00	23°58'13"	13.81	13.71

SCALE: 1" = 30'

SCALE IN FEET

0 30 60

SEE SHEET 3 OF 6
FOR BASIS OF BEARINGS.

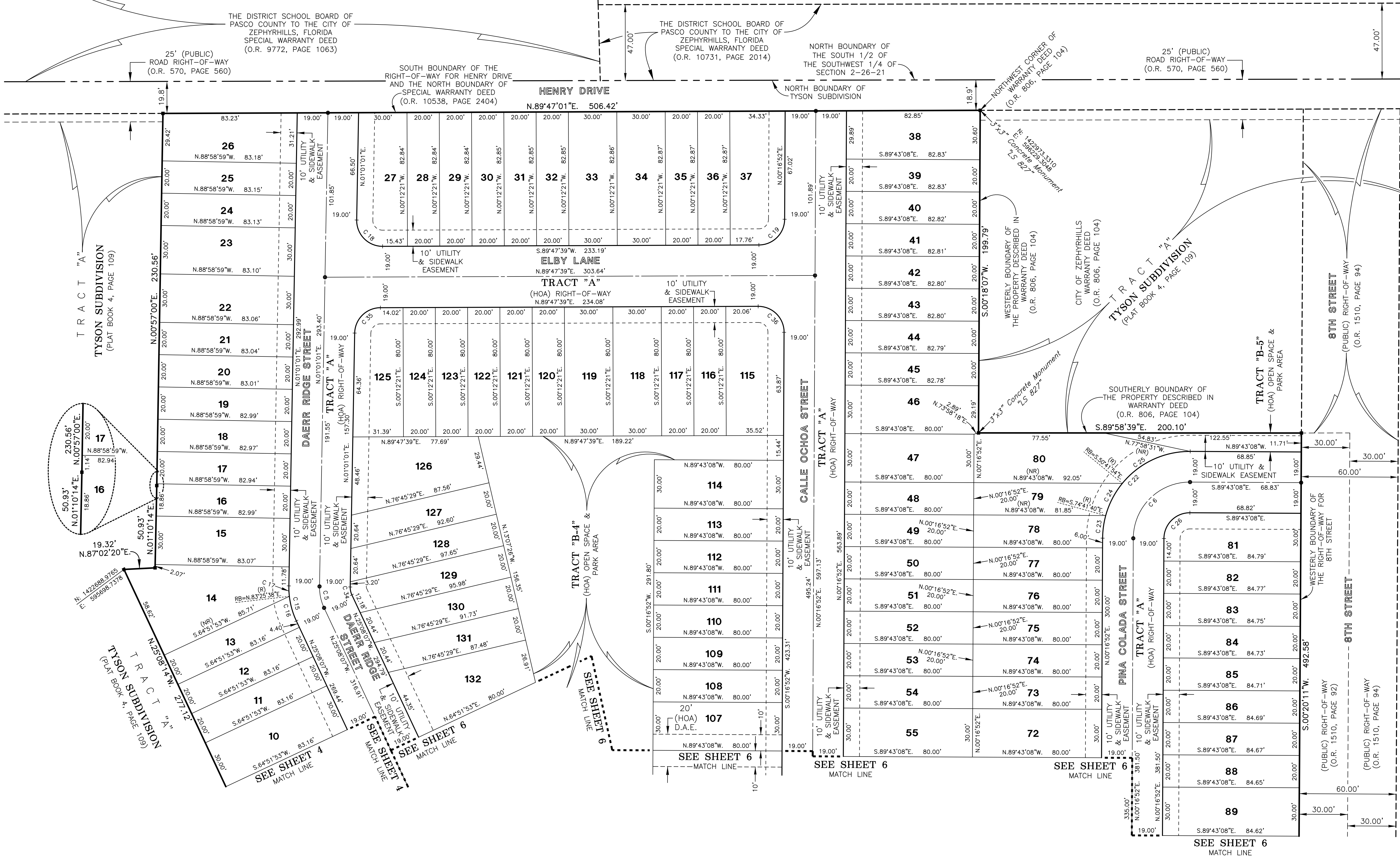
SEE SHEET 2 OF 6
FOR PARALLEL OFFSET
DIMENSIONS NOTE

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LAND SURVEYING & MAPPING
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SHEET 4 OF 6 SHEETS

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA



LEGEND

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- Symbol □ indicates Set (P.R.M.) Offset Permanent Reference Monument
- Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
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- (TYP) — Typical
- D.A.E. — Drainage and Access Easement
- HOA — Homeowners Association, Inc.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
5	30.00	26°09'08"	13.69	13.57	N.12°03'33"W.
6	35.00	90°00'00"	54.98	49.50	N.45°16'52"E.
15	49.00	26°09'08"	22.37	22.17	N.12°03'33"W.
16	49.00	18°33'45"	15.87	15.81	N.15°51'15"W.
17	49.00	07°35'23"	6.49	6.49	N.02°46'40"W.
18	16.00	91°13'22"	25.47	22.87	S.44°35'40"E.
19	16.00	89°30'47"	25.00	22.53	N.45°02'16"E.
22	54.00	90°00'00"	84.82	76.37	N.45°16'52"E.
23	54.00	15°01'28"	14.16	14.12	N.07°47'36"E.
24	54.00	23°59'47"	22.62	22.45	N.27°18'13"E.
25	54.00	50°58'46"	48.05	46.48	N.64°47'29"E.
26	16.00	90°00'00"	25.13	22.63	S.45°16'52"W.
34	11.00	26°09'08"	5.02	4.98	N.12°03'33"W.
35	16.00	88°46'38"	24.79	22.38	N.45°24'20"E.
36	16.00	90°29'13"	25.27	22.72	S.44°57'44"E.

SCALE: 1" = 30'
SCALE IN FEET

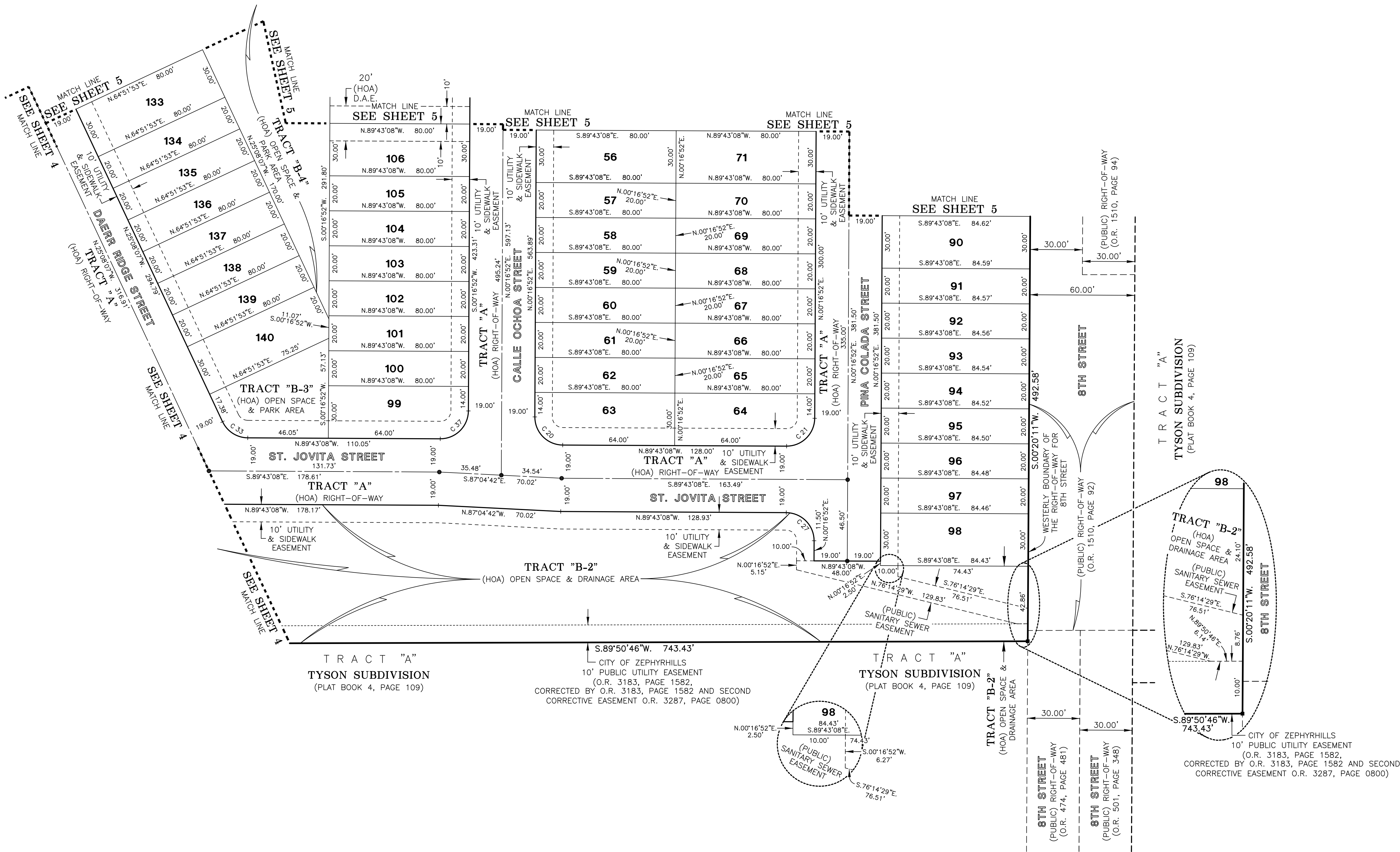
SEE SHEET 3 OF 6
FOR BASIS OF BEARINGS.

SEE SHEET 2 OF 6
FOR PARALLEL OFFSET
DIMENSIONS NOTE

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TYSON TOWNHOMES

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LEGEND

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- Symbol □ indicates Set (P.R.M.) Offset Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
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- (TYP) — Typical
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- HOA — Homeowners Association, Inc.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
20	16.00	90°00'00"	25.13	22.63	S.44°43'08"E.
21	16.00	90°00'00"	25.13	22.63	N.45°16'52"E.
27	16.00	90°00'00"	25.13	22.63	N.44°43'08"W.
33	16.00	64°35'01"	18.04	17.10	N.57°25'38"W.
37	16.00	90°00'00"	25.13	22.63	S.45°16'52"W.

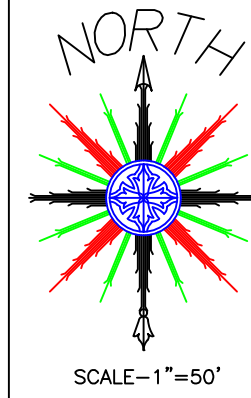
SCALE: 1" = 30'
0 30 60
SCALE IN FEET

SEE SHEET 3 OF 6
FOR BASIS OF BEARINGS

SEE SHEET 2 OF 6
FOR PARALLEL OFFSET
DIMENSIONS NOTE

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3010 W. Azule Street, Suite 150
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PHONE (813) 221-5200

- Henry Drive ROW Prior to ROW Dedication



BOUNDARY & TOPOGRAPHY SURVEY

LOCATED IN SECTION 2 & 3, TOWNSHIP 26 SOUTH,
RANGE 21 EAST, PASCO COUNTY, FLORIDA.
SHEET 2: ROUTE SURVEY AND AERIAL IMAGERY

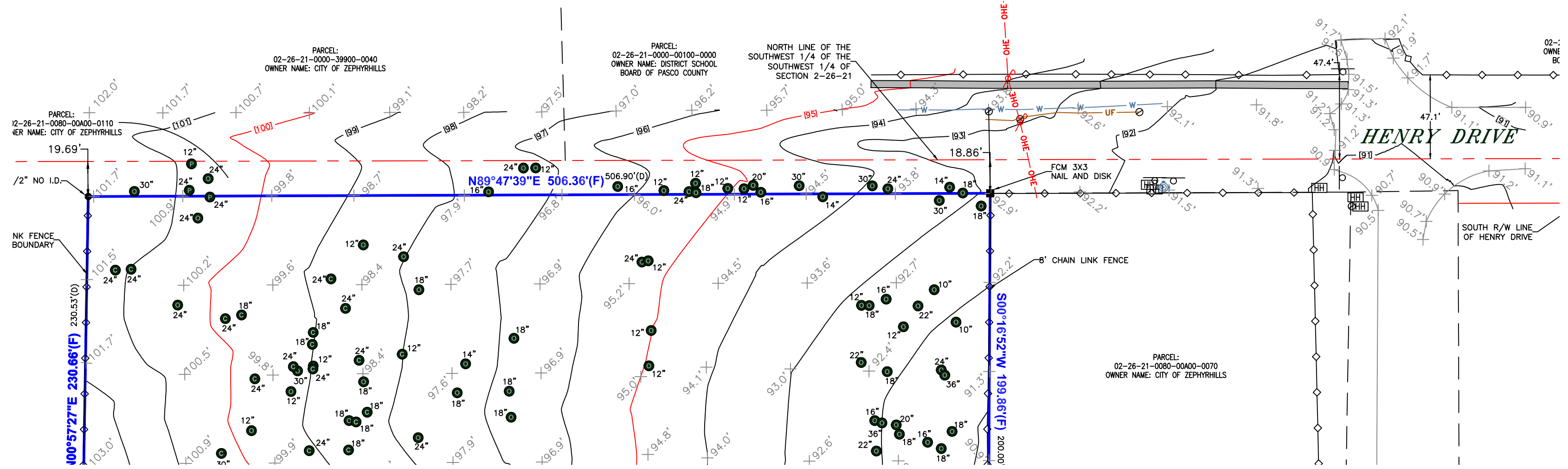
SURVEYOR'S NOTES

- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE PURPOSE OF THIS SURVEY IS TO SHOW THE TOPOGRAPHY AND LOCATION OF UTILITIES FOR AN OFFSITE AREA ABUTTING THE NORTH END OF THE SUBJECT PROPERTY FOR THE CREATION AND DETERMINATION OF ROAD RIGHT-OF-WAY.
- THE BEARING STRUCTURE FOR THIS SURVEY IS BASED ON A NAD 1983 FLORIDA STATE PLANE, WEST ZONE, BEARING OF $S\ 89^{\circ}50'57''\ W$ FOR THE SOUTH BOUNDARY OF SUBJECT PROPERTY.
- THE HORIZONTAL DATUM UTILIZED FOR THIS PROJECT IS NAD 1983 FLORIDA WEST ZONE, 2011 ADJUSTMENT, U.S. SURVEY FEET. SAID DATUM WAS ESTABLISHED BY UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
- NO UNDERGROUND FOUNDATIONS OR FOOTERS WERE EXCAVATED OR LOCATED FOR THIS SURVEY.
- ELEVATIONS HEREON ARE BASED ON AN ASSUMED DATUM OF 100.00' FOR TBM #1.
- THIS SURVEY HAS BEEN PERFORMED WITHOUT BENEFIT OF TITLE POLICY OR ABSTRACT. THEREFORE, SURVEYOR CAN MAKE NO GUARANTEES TO OWNERSHIP OR ENCUMBRANCES. THERE MAY BE ADDITIONAL EASEMENTS AND RESTRICTIONS THAT CAN BE FOUND WITHIN THE PUBLIC RECORDS OF PASCO COUNTY.
- THIS IS NOT A BOUNDARY SURVEY.
- THE BOUNDARY DEPICTED HEREON WAS PREVIOUSLY SURVEYED BY ALPHA SURVEYING AND MAPPING.
- ALL UTILITIES DEPICTED HEREON ARE FROM VISIBLE EVIDENCE ONLY AND WERE NOT ALL CAPTURED DURING INSTALLATION AND TRENCHING.
- SURVEYOR MAKES NO GUARANTEES AS TO THE SPECIES OF TREES OR TO THE HEALTH OF EACH TREE DEPICTED HEREON, IF THIS INFORMATION IS NECESSARY A CERTIFIED ARBORIST SHOULD BE CONTACTED.
- THE TREES SHOWN HEREON WERE LOCATED UTILIZING METHODS ADEQUATE FOR THEIR ACCURATE LOCATION AND IDENTIFICATION. HOWEVER, THIS COMPANY AND THE SIGNING SURVEYOR RESERVES THE RIGHT TO VERIFY THE LOCATION OF ALL TREES CRITICAL TO THE DESIGN OF BUILDINGS, PARKING AND OTHER PERMANENT FEATURES. IT IS THE RESPONSIBILITY OF THE DESIGN PROFESSIONAL TO INFORM THIS COMPANY AND/OR THE SIGNING SURVEYOR OF ANY TREES CRITICAL TO THEIR DESIGN SO THAT THOSE TREES CAN BE VERIFIED PRIOR TO THE COMPLETION OF THE DESIGN.

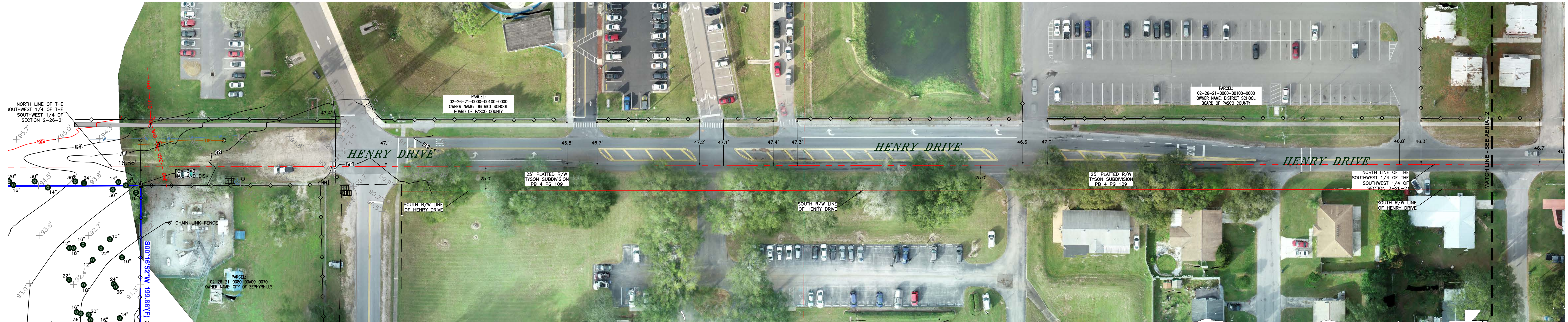
LEGEND

- (F) - AS MEASURED BY FRANKLIN
(D) - AS PER DEED
PB - PLAT BOOK
PG - PAGE
R/W - RIGHT-OF-WAY
FCIR - FOUND CAPPED IRON REBAR
FIR - FOUND IRON REBAR
FCM - FOUND CONCRETE MONUMENT
FPRND - FOUND PINE REBAR 1/2" L88304
● - SET CAPPED IRON REBAR 1/2" L88304
● - FOUND CORNER AS NOTED
● - FOUND SECTION MARKER
● - FOUND CONCRETE MONUMENT AS NOTED
● - SET PK NAIL AND DISK
● - SANITARY MANHOLE
● - CHAIN LINK FENCE
● - 5.0' CONTOUR LINE
● - 1.0' CONTOUR LINE
● - 10' CONTOUR ELEVATION LABEL
● - 11' CONTOUR ELEVATION LABEL
● - SPOT ELEVATION
● - PINE TREE
● - CEDAR TREE
● - OAK TREE
● - POWER POLE
● - ELECTRIC HAND HOLE
● - DELINEATOR/WARNING POST
● - FIRE HYDRANT
● - SIGN
■ - CONCRETE

ROUTE SURVEY



AERIAL 1

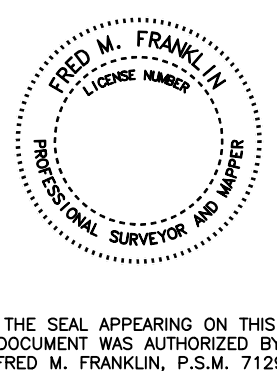


AERIAL 2



CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF FLORIDA.

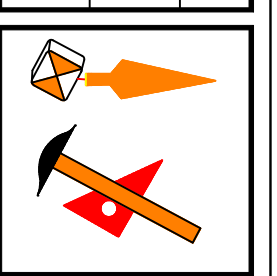
1/5/2022
DATE
FRED M. FRANKLIN PSM 7129



Alpha Surveying & Mapping
TAMPA, FLORIDA (402) 380-1939 LB 8304
website - www.alphalandsurveying.com
email - franklin@alasm96.com

ALPHA SURVEYING & MAPPING
PLAT OF SURVEY

DRAWN BY: LPH
CHECKED BY: FMF
JOB NO.: 2021-502
DATE: 1-5-2022



- Henry Drive ROW After ROW Dedication



Page 99 of 272

- Sketch of ROW Vacation



ALPHA SURVEYING & MAPPING LB8304
10024 PALERMO CIRCLE, SUITE 202
TAMPA, FLORIDA
(813)-221-2144
website—www.alphalandsurveying.com
email—franklin@almsm96.com



LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 806, PAGE 104 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA MARKED BY A 3" BY 3" CONCRETE MONUMENT STAMPED "LS 827"; THENCE S00°18'07"W, ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 6.10 FEET TO A POINT THAT IS 25 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2; THENCE S89°53'08"W, PARALLEL TO AND 25 FEET SOUTH OF SAID NORTH LINE, A DISTANCE OF 506.47 FEET TO THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°57'00"E, ON SAID WEST LINE, A DISTANCE OF 5.20 FEET TO THE SOUTH RIGHT OF WAY OF HENRY DRIVE AS PER A WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 10538, PAGE 2404 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA ; THENCE N89°47'01"E, ON SAID SOUTH RIGHT OF WAY, A DISTANCE OF 506.42 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 0.07 ACRES, MORE OR LESS.

SURVEYORS CERTIFICATION:

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED
BY FRED M FRANKLIN USING A DIGITAL SIGNATURE. PRINTED
COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED
AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.



FRED M FRANKLIN PSM 7129

[illegible]

TO: BEACON CIVIL ENGINEERING
TYSON TOWNHOMES
LEGAL DESCRIPTION SKETCH



DB NO:	2021-502
ELD:	N/A
FFICE:	03-03-2023
CALE:	1 st -40 th
PAPER SIZE:	11X17

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

LEGAL DESCRIPTION:

A parcel of land lying in Sections 2 and 3, Township 26 South, Range 21 East, Pasco County, Florida, including a portion of the Private Road, lying 25.00 feet South of and parallel with the North boundary of the South 1/2 of the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, also including a portion of TRACT "A", ALL according to the plat of TYSON SUBDIVISION, as recorded in Plat Book 4, Page 109, of the Public Records of Pasco County, Florida, and also including a portion of the Railroad Right-of-Way for Seaboard Air Line Railway Mainline, Vacated by Valuation Map V04292, as referenced in State of Florida Department of Transportation, according to Warranty Deed for PARCEL 183.01R, as recorded in Official Records Book 9664, Page 1905, of the Public Records of Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 2, run thence along the South boundary of the Southwest 1/4 of said Section 2, N.89°52'45"E., 398.60 feet to the Southwest corner of said TRACT "A", also being a point on the Easterly boundary of the aforesaid vacated Railroad Right-of-Way for Seaboard Air Line Railway; thence along said Easterly boundary of the vacated Railroad Right-of-Way for Seaboard Air Line Railway, also being the Westerly boundary of the aforesaid TRACT "A", the following two (2) courses: 1) N.25°29'30"W., 676.19 feet to the **POINT OF BEGINNING**; 2) N.25°35'34"W., 25.54 feet; thence S.83°40'38"W., 105.98 feet to a point on the Easterly boundary of the right-of-way for Fort King Road, according to State of Florida Department of Transportation Right-of-Way Map Section 14050-2528; thence along said Easterly boundary of the right-of-way for Fort King Road, N.25°35'03"W., 59.98 feet; thence N.64°26'17"E., 100.03 feet to a point on the aforesaid Easterly boundary of the vacated Railroad Right-of-Way for Seaboard Air Line Railway and the aforesaid Westerly boundary of TRACT "A"; thence along said Easterly boundary of Seaboard Air Line Railway and said Westerly boundary of TRACT "A", S.25°35'34"E., 34.90 feet; thence N.64°24'44"E., 190.01 feet; thence N.25°08'14"W., 277.12 feet; thence N.87°02'20"E., 19.32 feet; thence N.01°10'14"E., 50.93 feet; thence N.00°57'00"E., 230.56 feet to a point on the Southerly boundary of the right-of-way for Henry Drive as established by the conveyance of land in Special Warranty Deed, as recorded in Official Records Book 10538, Page 2404, of the Public Records of Pasco County, Florida; thence along said Southerly boundary of the right-of-way for Henry Drive, N.89°47'01"E., 506.42 feet to the Northwest corner of the property described in Warranty Deed, as recorded in Official Records Book 806, Page 104, of the Public Records of Pasco County, Florida; thence along the Westerly and Southerly boundaries of said property described in Warranty Deed, as recorded in Official Records Book 806, Page 104, the following two (2) courses, in their respective order: 1) S.00°18'07"W., 199.79 feet; 2) S.89°58'39"E., 200.10 feet to a point on the Westerly boundary of the right-of-way for 8th Street, as recorded in Official Records Book 1510, Page 92, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of the right-of-way for 8th Street, as recorded in Official Records Book 1510, Page 92 and as recorded in Official Records Book 474, Page 481, of the Public Records of Pasco County, Florida; S.00°20'11"W., 492.58 feet; thence S.89°50'46"W., 743.43 feet to the **POINT OF BEGINNING**.

Containing 10.370 acres, more or less.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company ("Owner"), authorized to do business in the State of Florida, hereby states and declares that it is the fee simple owner of all the lands as shown hereon, which lands are referred to as TYSON TOWNHOMES, as described in the legal description which is a part of this plat, and makes the following dedications:

- Owner hereby reserves fee title to TRACTS "A", "B-1", "B-2", "B-3", "B-4" and "B-5", as shown hereon for conveyance by Owner by separate instrument to Tyson Towns Homeowners Association, Inc., a Florida not-for-profit corporation ("Association" or "HOA"), by separate instrument, subsequent to the recording of this plat. TRACTS "A", "B-1", "B-2", "B-3", "B-4" and "B-5", shall be maintained by the Association for the purposes stated hereon from and after such conveyance occurs.
- Owner hereby grants to the Association, a non-exclusive easement over all (HOA) Drainage and Access Easements as shown hereon for drainage and access purposes, to be used by the Association in accordance with the terms of the Declaration of Covenants, Conditions, Easements, and Restrictions for Tyson Towns, as amended from time to time.
- Owner grants, conveys and dedicates to the City of Zephyrhills, Florida ("the City"), the (Public) Sanitary Sewer Easement, as shown hereon, and the utility improvements and facilities located therein for purposes incidental thereto.
- Owner hereby grants, conveys and dedicates to the City, a perpetual easement over and across TRACT "A" (HOA Right-of-Way), as shown hereon, for any and all governmental purposes including (without limitation) fire and law enforcement, and emergency medical services.
- Owner hereby dedicates to the perpetual use of the public and the City, all water and sewer system improvements and facilities including, but not limited to, water or sewer lines or pipes, fire hydrants, pumping stations and other appurtenances, lying within or upon the lands depicted on this plat, and further does hereby reserve unto itself, its heirs, successors, assigns or legal representatives, the right to construct, operate and maintain all water or sewer improvements or facilities and appurtenances until such time as the operation and maintenance of said improvements, facilities and appurtenances is assumed by the City.
- Although the roadways, sidewalks and drainage facilities are not publicly owned or maintained by the City, Owner does hereby grant, convey and dedicate to the City a Non-Exclusive Flow Through Easement and reasonable right of access to ensure the free flow of water for general public drainage purposes over, through and under all drainage easements, drainage areas or commonly owned property, including TRACT "A", as shown on this plat. Owner shall construct, and the Association shall operate and maintain, the drainage facilities and improvements within the drainage easements, drainage areas, and commonly owned property shown on this plat. In the event the Owner or the Association fails to properly maintain any drainage easements/facilities preventing the free flow of water, the City shall have the reasonable right, but not the obligation, to access and enter upon any drainage easement for the purpose of performing maintenance to ensure the free flow of water.
- Owner hereby reserves unto itself, its heirs, successors, and/or assigns, the title to any lands or improvements dedicated to the public or the City, if for any reason such as dedication shall be either voluntarily vacated, voided, or invalidated.
- Owner hereby reserves for itself, its heirs, successors and assigns a non-exclusive easement in common with others located within the Utility & Sidewalk Easement shown hereon. Said non-exclusive easement is for the installation, operation and maintenance and/or replacement of communication lines including but not limited to cable television, Internet access, telecommunications and bulk telecommunication services to the extent consistent with Section 177.091(28), Florida Statutes.
- Owner hereby grants to all providers of street lights, telephone utilities, electric utilities, cable television utilities and other public utilities as selected by Owner, a nonexclusive easement for utility purposes and access over the areas depicted on this plat as "Utility & Sidewalk Easement".

OWNER: STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company, authorized to do business in the State of Florida

By: Darryl Colwell, Authorized Representative Witness Witness
Printed Name Printed Name

ACKNOWLEDGMENT: State of Florida, County of

I hereby certify on this day of 20 before me personally appeared by means of physical presence, Darryl Colwell, as Authorized Representative of STARLIGHT HOMES FLORIDA L.L.C., a Delaware limited liability company, authorized to do business in the State of Florida, [] personally known to me or [] who has produced as identification, who has identified himself as the person described in and who executed the foregoing certificate of ownership and dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at County, Florida, the day and year aforesaid.

Notary Public, State of Florida at Large My Commission expires:
(Printed Name of Notary) Commission Number:

CERTIFICATE OF ACCEPTANCE

of the Tyson Towns Homeowners Association, Inc.

Tyson Towns Homeowners Association, Inc., a Florida not-for-profit corporation, hereby accepts the proposed conveyance and maintenance responsibilities as shown hereon.

By: Darryl Colwell, as Vice President Witness Witness
Printed Name Printed Name

ACKNOWLEDGMENT: State of Florida, County of

I hereby certify on this day of 20 before me personally appeared by means of physical presence, Darryl Colwell, as Vice President of Tyson Towns Homeowners Association, Inc., a Florida not-for-profit corporation, [] personally known to me or [] who has produced as identification, who has identified himself as the person described in and who executed the foregoing certificate of acceptance and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at County, Florida, the day and year aforesaid.

Notary Public, State of Florida at Large My Commission expires:
(Printed Name of Notary) Commission Number:

PROPERTY INFORMATION

STATE OF FLORIDA)
) SS:
COUNTY OF PASCO)

We, First American Title Insurance Company, a Title Company duly licensed in the State of Florida, have completed a Ownership and Encumbrance Report, File No. 2061-6150935 and based on said report find that the title of the property is vested in STARLIGHT HOMES FLORIDA L.L.C., that the current taxes have been paid, and that the property is not encumbered by any mortgages, other encumbrances or easements other than shown in that Ownership and Encumbrance Report, File No. 2061-6150935.

This the day of , 20.

First American Title Insurance Company

By: David H. Roberts, Authorized Signatory

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

This is to certify that on this the day of , 20, the foregoing plat was approved to be recorded by the City Council of Zephyrhills, Florida.

Jodi Wilkeson, President of City Council

ATTEST:

William C. Poe, Jr., City Manager

CERTIFICATE OF THE CLERK OF CIRCUIT COURT

I hereby certify that the foregoing plat has been filed in the Public Records of Pasco County, Florida on this the day of , 20, in Plat Book , Page(s) - .

BY: Nikki Alvarez-Sowles, Esq.,
Pasco County Clerk & Comptroller

REVIEW OF PLAT BY REGISTERED SURVEYOR, CITY OF ZEPHYRHILLS

Pursuant to Section 177.081(1), Florida Statutes, I hereby certify that I have performed a limited review of this plat for conformity to Chapter 177, Part I, Florida Statutes and that this plat complies with the technical requirements of said chapter, however my review and certification does not include computations or field verification of any points or measurements.

Signed and Sealed this day of , 20 .

David G. Armstrong, PLS
Florida Professional Surveyor and Mapper No. 4970

SURVEYOR'S CERTIFICATE

The undersigned, being currently licensed by the State of Florida as a Professional Surveyor and Mapper, does hereby certify that this plat was prepared under my direction and supervision, and said plat complies with all survey requirements of Florida Statutes Chapter 177, Part I, and that Permanent Reference Monuments (P.R.M.'s) were set on the 24th day of October, 2022, as shown hereon, and that the "P.C.P.'s" (Permanent Control Points) as shown hereon, and all other monumentation of lot corners, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Statutes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

Signed and Sealed this day of , 20.

AMERRITT, INC.
3010 W. Azeele Street, Suite 150
Tampa, Florida 33609

Arthur W. Merritt
Professional Land Surveyor No. LS4498
Certificate of Authorization No. LB7778

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200
Job No. AMI-SLH-TT-002
File: P:\Tyson Homes (Zephyrhills)\Master Plan\Plat\Tyson Homes-1

TYSON TOWNHOMES
PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

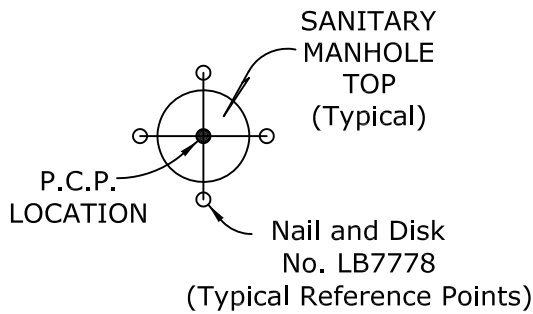
The coordinate values shown hereon are based on the Pasco County Primary Horizontal control Network and were established to Third Order Class 1 accuracy as defined by the Standards and Specifications for Geodetic Control Networks, as published by the Federal Geodetic Control Committee dated September 1984 or latest edition.

NOTE:
A 1/2 INCH DIAMETER IRON ROD WITH CAP No. LB7778, OR A 5/8 INCH DIAMETER IRON PIPE WITH CAP No. LB7778, WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177 OF THE FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN 177.091 (9), UNLESS PRIOR MONUMENTATION OF THE LOT CORNER IS FOUND IN PLACE.

NOTICE:
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00')

Note: In the case where the location of a P.C.P. falls in the top of a Sanitary Manhole or other Utility Structure and it cannot be set, four (4) reference points are set establishing two lines that intersect at the P.C.P. location.



**P.C.P. REFERENCE
DIAGRAM**
(NOT TO SCALE)

SURVEYOR'S NOTES:

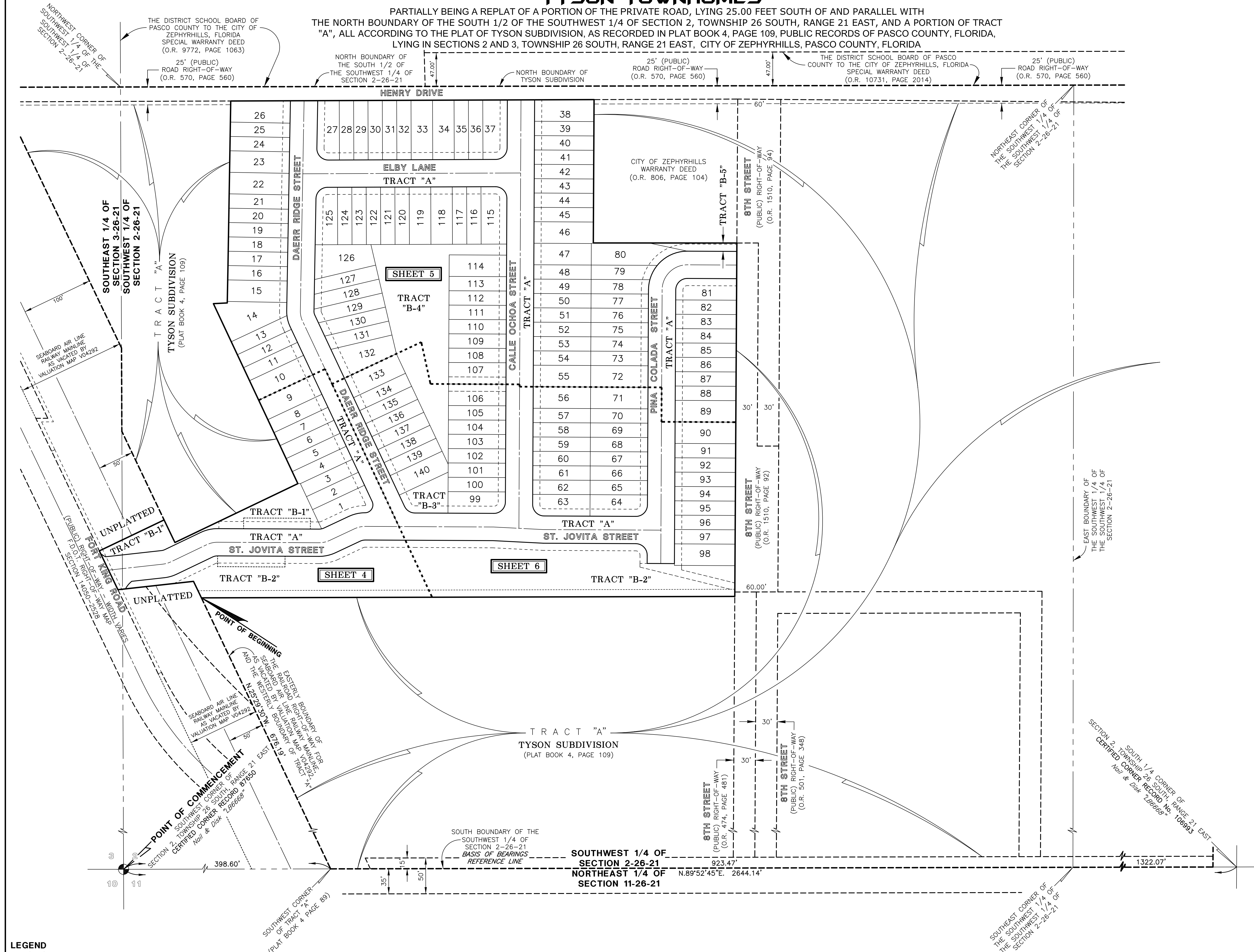
- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the City of Zephyrhills Building Department has information regarding flooding and restrictions on development.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.
- Drainage Easements shall not contain, except for the construction and maintenance of nature trails and walks by the developer, permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, and sprinkler systems. The Installation of poles, fences, trees, shrubs, hedges, and landscaping plants are permitted if installed in a manner that will not obstruct the free flow of water and prohibit access to those easements labeled as access easements. However it will be the individual lot owner's responsibility to bear the full cost if said poles, fences, trees, shrubs, hedges, and landscaping plants are required to be removed for the installation, repair and maintenance of surface/subsurface drainage structures and the grading according to the approved grading and drainage plan. This note shall appear on each affected deed.

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "A"	(HOA) RIGHT-OF-WAY	2.384 Ac.±
TRACT "B-1"	(HOA) OPEN SPACE & PARK AREA; (HOA) PARKING AREA	0.185 Ac.±
TRACT "B-2"	(HOA) OPEN SPACE & DRAINAGE AREA; (HOA) PARKING AREA	1.167 Ac.±
TRACT "B-3"	(HOA) OPEN SPACE & PARK AREA	0.060 Ac.±
TRACT "B-4"	(HOA) OPEN SPACE & PARK AREA	0.476 Ac.±
TRACT "B-5"	(HOA) OPEN SPACE & PARK AREA	0.025 Ac.±

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA



BASIS OF BEARINGS

The South boundary of the Southwest 1/4 of Section 2, Township 26 South, Range 21 East, Pasco County, Florida, has a Grid Bearing of N.89°52'45"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

KEY SHEET

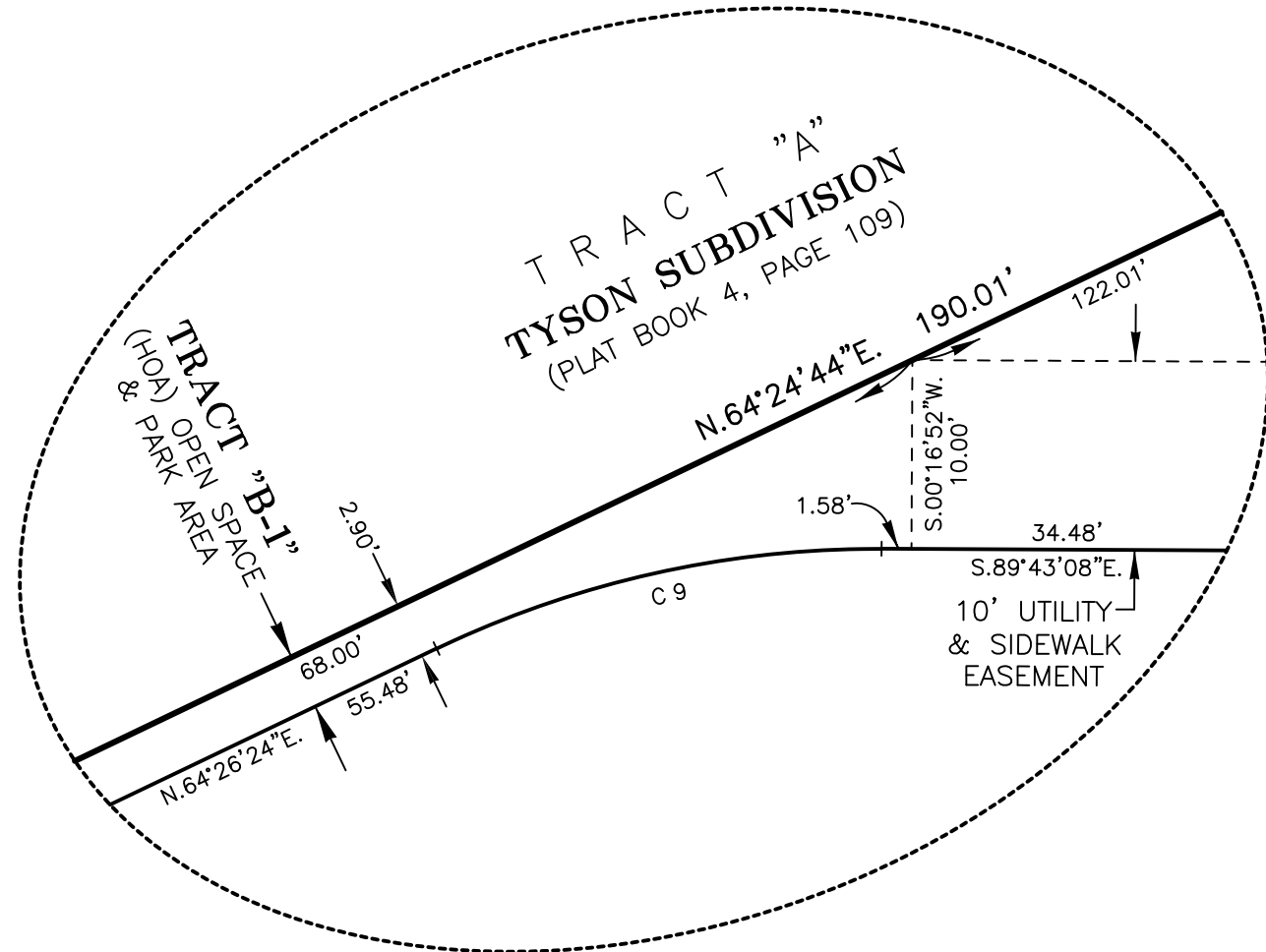
NOTE: REFER TO THE FOLLOWING SHEETS
OF THIS PLAT FOR DETAILED
LABELING AND DIMENSIONING.

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
 3010 W. Azeele Street, Suite 150
 Tampa, FL 33609
 PHONE (813) 221-5200

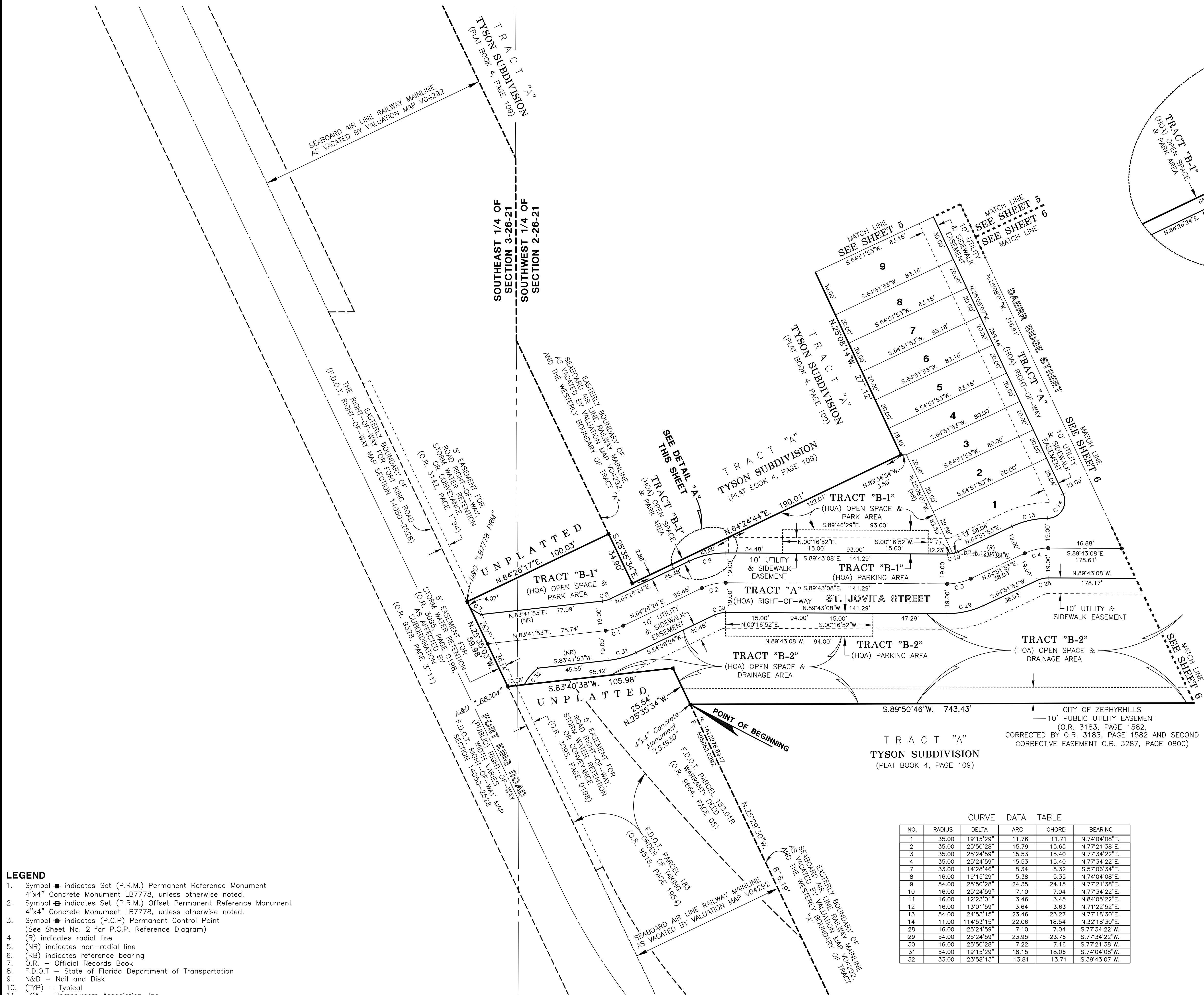
SHEET 3 OF 6 SHEETS

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

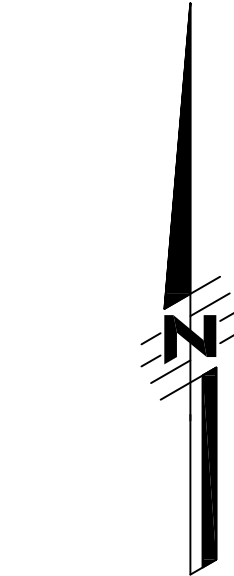


DETAIL "A"
NOT TO SCALE
(SEE THIS SHEET)



- LEGEND**
- Symbol ■ indicates Set (P.R.M.) Permanent Reference Monument
 - Symbol □ indicates Set (P.R.M.) Offset Permanent Reference Monument
 - Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
 - (R) indicates radial line
 - (NR) indicates non-radial line
 - (RB) indicates reference bearing
 - O.R. - Official Records Book
 - F.D.O.T. - State of Florida Department of Transportation
 - N&D - Nail and Disk
 - (TYP) - Typical
 - HOA - Homeowners Association, Inc.

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	35.00	19°15'29"	11.76	11.71	N.74°04'08"E.
2	35.00	25°50'28"	15.79	15.65	N.77°21'38"E.
3	35.00	25°24'59"	15.53	15.40	N.77°34'22"E.
4	35.00	25°24'59"	15.53	15.40	N.77°34'22"E.
7	33.00	14°28'46"	8.34	8.32	S.57°06'34"E.
8	16.00	19°15'29"	5.38	5.35	N.74°04'08"E.
9	54.00	25°50'28"	24.35	24.15	N.77°21'38"E.
10	16.00	25°24'59"	7.10	7.04	N.77°34'22"E.
11	16.00	12°23'01"	3.46	3.45	N.84°05'22"E.
12	16.00	13°01'59"	3.64	3.63	N.71°22'52"E.
13	54.00	24°53'15"	23.46	23.27	N.77°18'30"E.
14	11.00	11°45'15"	22.06	18.54	N.32°18'30"E.
28	16.00	25°24'59"	7.10	7.04	S.77°34'22"W.
29	54.00	25°24'59"	23.95	23.76	S.77°34'22"W.
30	16.00	25°50'28"	7.22	7.16	S.77°21'38"W.
31	54.00	19°15'29"	18.15	18.06	S.74°04'08"W.
32	33.00	23°58'13"	13.81	13.71	S.39°43'07"W.



SCALE: 1" = 30'
0 30 60
SCALE IN FEET

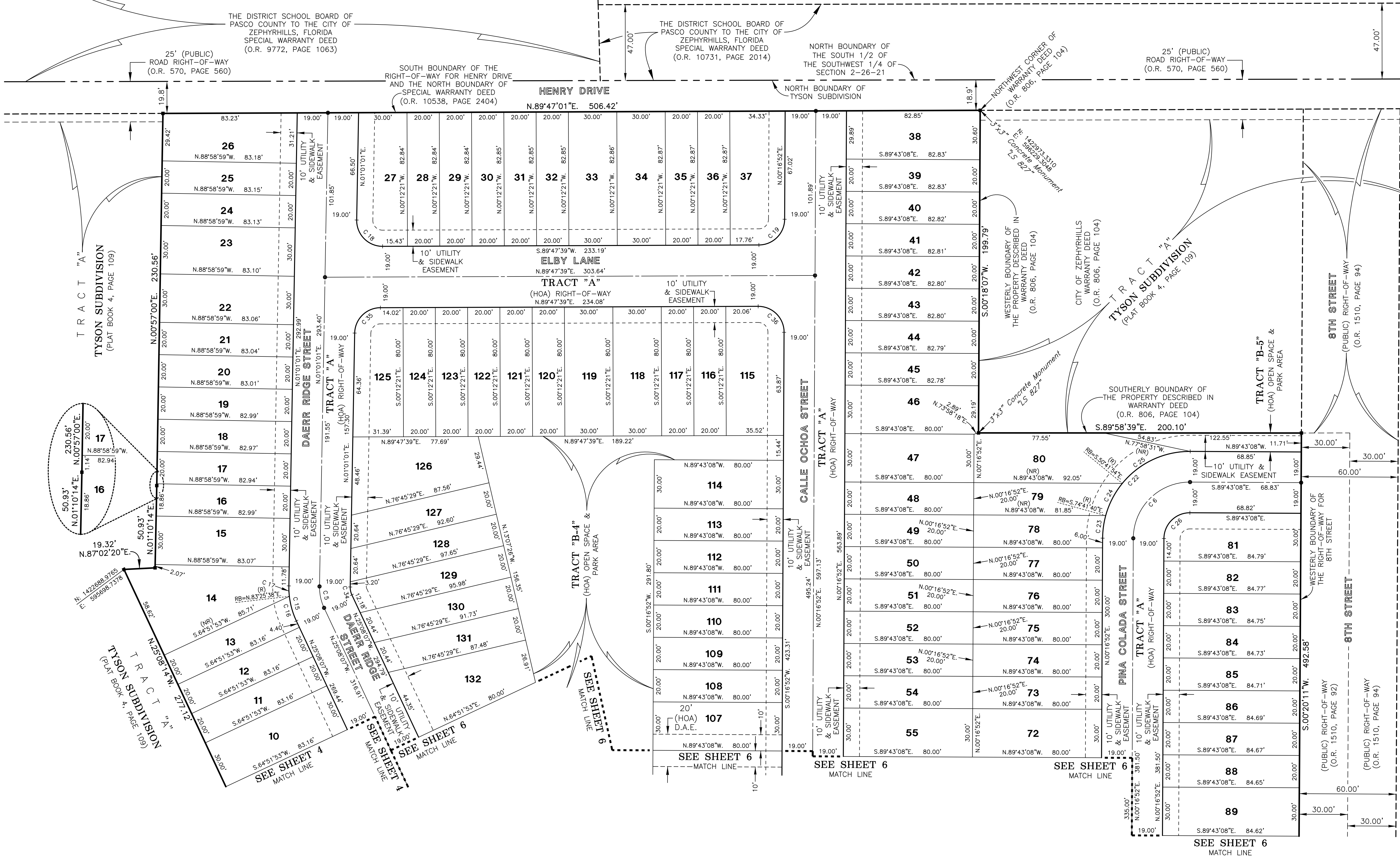
SEE SHEET 3 OF 6
FOR BASIS OF BEARINGS.

SEE SHEET 2 OF 6
FOR PARALLEL OFFSET
DIMENSIONS NOTE

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azalea Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

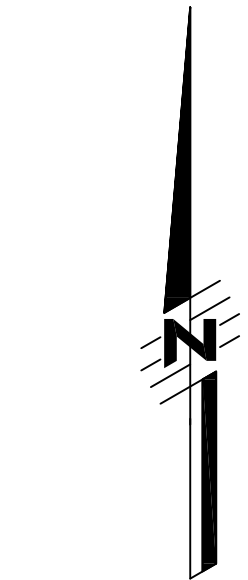


LEGEND

- Symbol ■ indicates Set (P.R.M.) Permanent Reference Monument
- Symbol □ indicates Set (P.R.M.) Offset Permanent Reference Monument
- Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
- (R) indicates radial line
- (NR) indicates non-radial line
- (RB) indicates reference bearing
- O.R. — Official Records Book
- (TYP) — Typical
- D.A.E. — Drainage and Access Easement
- HOA — Homeowners Association, Inc.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
5	30.00	26°09'08"	13.69	13.57	N.12°03'33"W.
6	35.00	90°00'00"	54.98	49.50	N.45°16'52"E.
15	49.00	26°09'08"	22.37	22.17	N.12°03'33"W.
16	49.00	18°33'45"	15.87	15.81	N.15°51'15"W.
17	49.00	07°35'23"	6.49	6.49	N.02°46'40"W.
18	16.00	91°13'22"	25.47	22.87	S.44°35'40"E.
19	16.00	89°30'47"	25.00	22.53	N.45°02'16"E.
22	54.00	90°00'00"	84.82	76.37	N.45°16'52"E.
23	54.00	15°01'28"	14.16	14.12	N.07°47'36"E.
24	54.00	23°59'47"	22.62	22.45	N.27°18'13"E.
25	54.00	50°58'46"	48.05	46.48	N.64°47'29"E.
26	16.00	90°00'00"	25.13	22.63	S.45°16'52"W.
34	11.00	26°09'08"	5.02	4.98	N.12°03'33"W.
35	16.00	88°46'38"	24.79	22.38	N.45°24'20"E.
36	16.00	90°29'13"	25.27	22.72	S.44°57'44"E.



SCALE: 1" = 30'
0 30 60
SCALE IN FEET

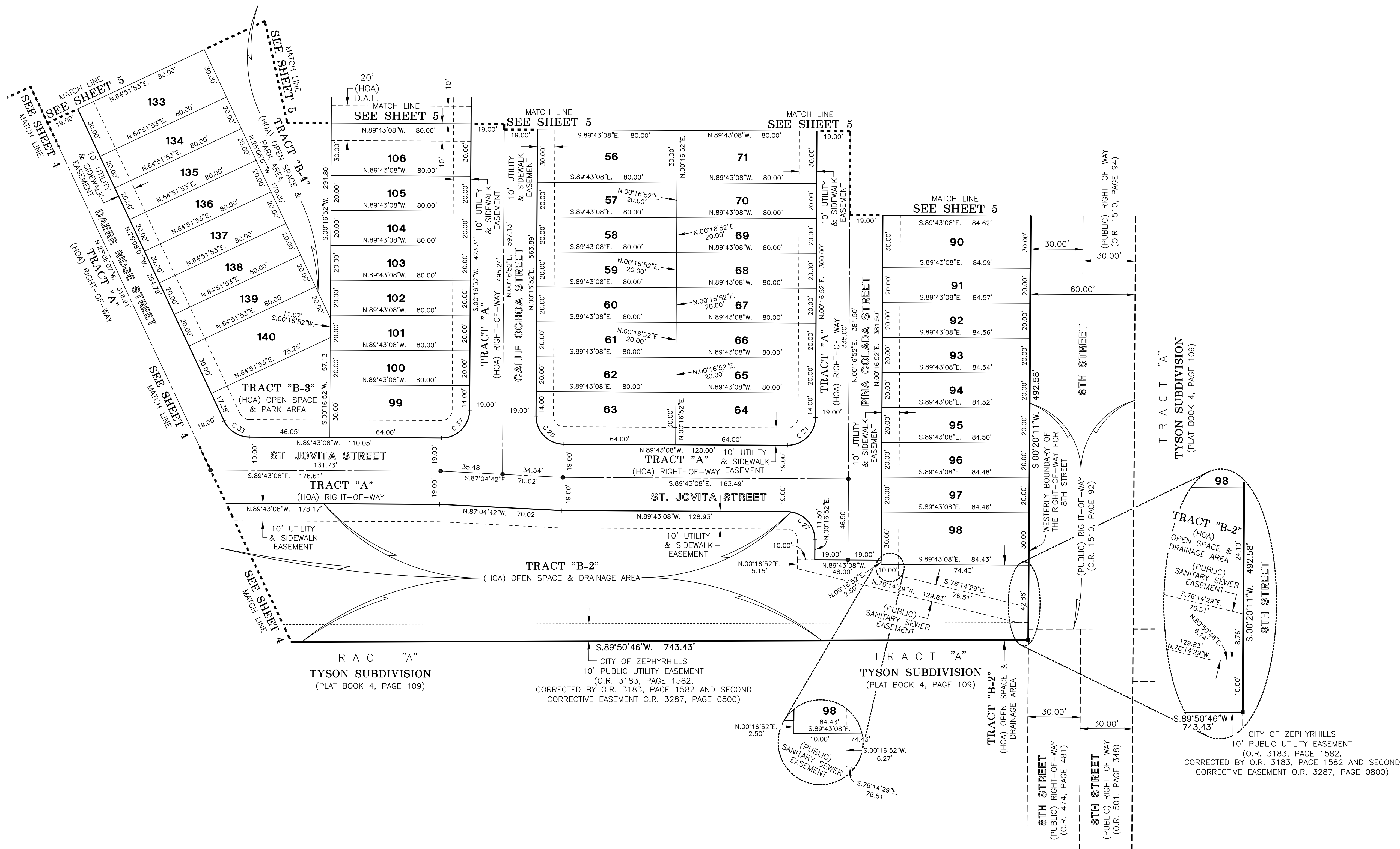
SEE SHEET 3 OF 6
FOR BASIS OF BEARINGS.

SEE SHEET 2 OF 6
FOR PARALLEL OFFSET
DIMENSIONS NOTE

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azalea Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

TYSON TOWNHOMES

PARTIALLY BEING A REPLAT OF A PORTION OF THE PRIVATE ROAD, LYING 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 26 SOUTH, RANGE 21 EAST, AND A PORTION OF TRACT "A", ALL ACCORDING TO THE PLAT OF TYSON SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 109, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 2 AND 3, TOWNSHIP 26 SOUTH, RANGE 21 EAST, CITY OF ZEPHYRHILLS, PASCO COUNTY, FLORIDA

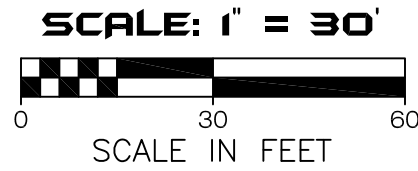


LEGEND

- Symbol ■ indicates Set (P.R.M.) Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
- Symbol □ indicates Set (P.R.M.) Offset Permanent Reference Monument 4"x4" Concrete Monument LB7778, unless otherwise noted.
- Symbol ● indicates (P.C.P.) Permanent Control Point (See Sheet No. 2 for P.C.P. Reference Diagram)
- (R) indicates radial line
- (NR) indicates non-radial line
- (RB) indicates reference bearing
- O.R. - Official Records Book
- (TYP) - Typical
- D.A.E. - Drainage and Access Easement
- HOA - Homeowners Association, Inc.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
20	16.00	90°00'00"	25.13	22.63	S.44°43'08"E.
21	16.00	90°00'00"	25.13	22.63	N.45°16'52"E.
27	16.00	90°00'00"	25.13	22.63	N.44°43'08"W.
33	16.00	64°35'01"	18.04	17.10	N.57°25'38"W.
37	16.00	90°00'00"	25.13	22.63	S.45°16'52"W.



SEE SHEET 3 OF 6 FOR BASIS OF BEARINGS

SEE SHEET 2 OF 6 FOR PARALLEL OFFSET DIMENSIONS NOTE

AMERRITT, INC.
LAND SURVEYING & MAPPING
Certificate of Authorization Number LB 7778
3010 W. Azule Street, Suite 150
Tampa, FL 33609
PHONE (813) 221-5200

SUBDIVIDER'S AGREEMENT

This Agreement made and entered into this 10th day of April 2023, by and between Starlight Homes Florida, L.L.C. hereinafter referred to as "Subdivider," and the City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as City of Zephyrhills, a political subdivision of the State of Florida, hereinafter referred to as "City".

Witnesseth

WHEREAS, the City Council of the City of Zephyrhills has established a Land Development Code, hereinafter referred to as the LDC, pursuant to authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the incorporated areas of the City of Zephyrhills; and

WHEREAS, the Subdivider has filed with the City of Zephyrhills Planning Department drawings, plans, specifications and other information relating to construction of roads, grading, sidewalks, stormwater drainage systems, easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the City; and

WHEREAS, the Subdivider will build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider requests the City to accept the improvements for performance and maintenance as listed below and identified as applicable to this project:

1. Paving
2. Storm Drainage
3. Sanitary Gravity Sewer System
4. Sanitary Sewer Distribution System
5. Water Mains/Services

WHEREAS, the City requires the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agree to correct any such defects which arise during the warranty period; and

WHEREAS, the City requires the Subdivider to submit to the City an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain acceptance for maintenance by the City of the aforementioned improvements, the Subdivider and City agree as follows:

1. The terms, conditions and regulations contained in the City of Zephyrhills LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to warranty all improvement facilities located in Tyson Townhomes subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of one (1) year following the date of acceptance of said improvements for maintenance by the City. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the City.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the City an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. A Performance Bond No. LICX1974021, Dated 02/10/2023, With Starlight Homes Florida, L.L.C. Principal, and Lexon Insurance Company as Surety
 - b. A Maintenance Bond No. LICX1974022, Dated 02/10/2023, With Starlight Homes Florida, L.L.C. Principal, and Lexon Insurance Company as Surety

Copies of said letters of credit, bonds, escrow agreements, or cashier/certified checks is/are attached hereto and by reference made a part hereof.

4. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the City may sustain as a result of the Subdivider's failure or neglect to perform.
5. The City agrees, pursuant to the terms contained in the LDC to accept the Improvement Facilities for maintenance, upon proper completion, approval by the City's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
6. The City agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of the Engineer-of-Records' Certification, signed and sealed, stating that the improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the City's Planning Department, in accordance with all applicable City regulations relating to the construction of the improvement facilities.

7. If any article, section, clause or provision of this agreement is held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which will remain in full force and effect.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this
_____ day of _____, 20__.

ATTEST:

Dianne Fenech
Witness Signature

SUBDIVIDER: Starlight Homes Florida, L.L.C.

By: [Signature]
Authorized Corporate Officer or Individual
(Sign before a Notary Public and 2 Witnesses)

Dianne Fenech
Printed Name of Witness

MAYA BARNAT
Name (typed, printed or stamped)

[Signature]
Witness Signature

Authorized Representative
Title

Michelle Malinchak
Printed Name of Witness

9720 Princess Palm Ave #140
Address of Signer Tampa, FL 33619

813-324-8815
Phone Number of Signer

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

BY: Lori L. Hillman, City Clerk

By: Jodi Wilkeson, Council President

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

By: Matthew E. Maggard, City Attorney

PERFORMANCE BOND

BY THIS BOND, WE, STARLIGHT HOMES FLORIDA, L.L.C., as PRINCIPAL, and Lexon Insurance Company of 12890 Lebanon Road, Mt. Juliet, TN 37122, as SURETY, are bound to City of Zephyrhills, Florida, a municipal corporation of the State of Florida, hereinafter call "CITY", in the sum of \$1,519,756.25 dollars for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has applied to the CITY for approval of a plat of a certain area of land within the City to be known as Tyson Townhomes and has agreed, as a condition to the approval of said plat by the CITY, to install all required, approved, or dedicated improvements. Said improvements consisting of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the PROJECT; and

WHEREAS, the approval of said plat by the CITY is further conditioned upon the furnishing of an adequate Surety Bond to the CITY.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the PRINCIPAL:

- a. Shall in all respects comply with the terms and conditions of the approval of said plat, these conditions being more specifically the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT pursuant to the approved plans and specifications heretofore filed with the CITY, and in accordance with the ordinances and regulations of the CITY;
- b. Shall complete all improvements within six (6) months after the final plat has received approval from the CITY, unless a longer time for completion shall be allowed by said CITY;
- c. Shall submit a written request for an inspection of all improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion period; and
- d. Shall submit an appropriate maintenance guarantee as required by the City of Zephyrhills; then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said SURETY, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specification and schedules covering the same, shall in any way affect the obligation of said SURETY on this bond and the SURETY does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the CITY if it should elect to proceed with said work upon the failure or refusal of the PRINCIPAL within the time hereinabove specified, or any subsequent date provided through an agreement between the PRINCIPAL and the CITY for an extension of time.

IT IS FURTHER understood that should the City of Zephyrhills be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL, shall be responsible for attorney's fees and court costs incurred by the CITY and SURETY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 10th day of February, 2023.

Starlight Homes Florida, L.L.C.

PRINCIPAL

(Seal)

Witness: 

By 

Lexon Insurance Company

SURETY

(Seal)

Witness: 
Alexa Costello

By 
James I. Moore, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

**CITY OF
ZEPHYRHILLS**

**SOMPO INTERNATIONAL****INSURANCE**

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

**ACKNOWLEDGEMENT**

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23

**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of February, 2023.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
County of DuPage } ss.

On February 10, 2023, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036

MAINTENANCE BOND

BY THIS BOND WE, STARLIGHT HOMES FLORIDA L.L.C., as PRINCIPAL and Lexon Insurance Company, 12890 Lebanon Road, Mt. Juliet, TN 37122, as SURETY, are bound to the City of Zephyrhills, Florida, a political subdivision of the State of Florida, herein called City, in the sum of \$442,244.55 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if, for a period of one (1) year commencing on the latter of the date upon which a Certificate of Completion has been issued by the City, or the date upon which the Performance Bond has been released by the City for the platted subdivision known as Tyson Townhomes, hereinafter called "PROJECT", PRINCIPAL:

1. Maintains all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the PROJECT; and
2. Repairs or replaces all such improvements which are found by the Director of Public Works not to comply with CITY approvals or requirements, or which are found to be deficient in materials, workmanship, or structural integrity under City, State, or Federal regulations, whichever may be applicable, or industry standards; and
3. Submits a written request for an inspection of improvements to the Public Works Department at least sixty (60) days prior to the termination of the completion of the one (1) year maintenance period referenced above; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of Subparagraphs 1 and 2 above;

then this obligation shall be void. Otherwise, it remains in full force and effect.

IT IS FURTHER understood that should the City be required to institute legal proceedings in order to collect any funds under this bond, the PRINCIPAL and SURETY shall be responsible for attorney's fees and court costs incurred by the City.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed on this 10th day of February, 2023.

Starlight Homes Florida, L.L.C.

PRINCIPAL

(Seal)

By



Witness:



Lexon Insurance Company

SURETY

(Seal)

By



Witness:



Alexa Costello

James I. Moore, Attorney-in-Fact

There shall be no release of this performance bond without a written release from the City of Zephyrhills Public Works Department.

**CITY OF
ZEPHYRHILLS**



SOMPO INTERNATIONAL

INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariesse M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of Febrary, 2023.

By: *Daniel S. Lurie*

Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
County of DuPage } ss.

On February 10, 2023, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036



CITY MANAGER'S REPORT 5.1

Tyler Utility Customer Service Module - 25-23-04

Issue:

Augmenting Utility Customer Service Software

Background:

In September of 2016, the City purchased a number of Tyler Technologies software modules including accounting, general ledger, budget, accounts payable, capital assets, building permits and inspections. The cost of these modules was \$680,000. At that time, the City did not purchase the utility customer service software modules. After much research and time, the City staff now believes that it is time to augment our utility customer service capabilities by purchasing these modules.

Attachment(s):

1. Tyler Cost for Utility CIS Packages
2. Standard SOW UB Data Conversion Assistance - Zephyrhills V2 (002) (1)
3. Zephyrhills FL Amend 040423 (1)
4. Zephyrhills Tyler Payments expansion UB OTC (1)
5. Zephyrhills UB CIS SOW Final 03142023 (1)

Fiscal Impact:

\$194,488 over the 2023 and 2024 Fiscal Year

Staff Recommendation:

Authorize the purchase of the Tyler utility customer service modules using our cooperative purchasing agreement with Sourcewell.



Quoted By: Cindy Chase
 Quote Expiration: 05/31/23
 Quote Name: Zephyrhills - UB CIS
 Quote Description: UB CIS and KOA Hills services

Sales Quotation For:

City of Zephyrhills
 5335 8th St
 Zephyrhills FL 33542-4312
 Phone: +1 (813) 780-0000

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Revenue Management					
Utility Billing CIS including Graphing Agent	1	\$ 32,353.00	268	\$ 25,882.00	\$ 5,824.00
Utility Billing Meter Interface	1	\$ 8,089.00	48	\$ 6,471.00	\$ 1,456.00
		<i>Sub-Total</i>		<i>\$ 40,442.00</i>	<i>\$ 7,280.00</i>
		<i><u>Less Discount</u></i>		<i><u>\$ 8,089.00</u></i>	<i><u>\$ 7,280.00</u></i>
		TOTAL	316	\$ 32,353.00	\$ 0.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 30,100.00	\$ 0.00
Onsite Implementation	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00
Remote Implementation	236	\$ 200.00	\$ 0.00	\$ 47,200.00	\$ 0.00
	TOTAL			\$ 103,300.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Cash Drawer	5	\$ 260.00	\$ 0.00	\$ 1,300.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	5	\$ 450.00	\$ 0.00	\$ 2,250.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	5	\$ 30.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00	\$ 0.00
Koa Hills - Data Conversion Assistance - Utility Billing	1	\$ 46,980.00	\$ 0.00	\$ 46,980.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	5	\$ 1,623.00	\$ 0.00	\$ 8,115.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 58,795.00			\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 32,353.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 103,300.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 58,795.00	\$ 0.00
Summary Total	\$ 194,448.00	\$ 0.00
Contract Total	\$ 194,448.00	
Estimated Travel Expenses excl in Contract Total	\$ 6,000.00	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Content Management				
Content Manager Core - Utility Billing - Standard - UB Account CIDs	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
Utility Billing				
Utility Billing - Balance Forward AR	1	\$ 6,100.00	\$ 0.00	\$ 6,100.00
Utility Billing - Budget Billing	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
Utility Billing - Consumption History up to 5 years	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Utility Billing - Flat Inventory/Containers	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
Utility Billing - Service Orders	1	\$ 3,100.00	\$ 0.00	\$ 3,100.00
Utility Billing - Services	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
Utility Billing - Standard	1	\$ 4,600.00	\$ 0.00	\$ 4,600.00
TOTAL				\$ 30,100.00

Optional Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Revenue Management					
Utility Billing Special Assessments	1	\$ 10,125.00	96	\$ 10,125.00	\$ 1,823.00
TOTAL		\$ 10,125.00	96	\$ 10,125.00	\$ 1,823.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00

Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
Notify includes 50,000 Msgs and 1,650 Mins per year	1	16	\$ 10,000.00
TOTAL:		16	\$ 10,600.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Conversion – See Detailed Breakdown Below				\$ 3,800.00	\$ 0.00
Onsite Implementation	28	\$ 225.00	\$ 0.00	\$ 6,300.00	\$ 0.00
Remote Implementation	84	\$ 200.00	\$ 0.00	\$ 16,800.00	\$ 0.00
TOTAL				\$ 26,900.00	\$ 0.00

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Utility Billing				
Utility Billing - Backflow	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Utility Billing - Option 2 Assessments	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
TOTAL				\$ 3,800.00

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Revenue Management						
Utility Billing CIS including Graphing Agent	\$ 32,353.00	\$ 6,471.00	\$ 25,882.00	\$ 5,824.00	\$ 5,824.00	\$ 0.00
Utility Billing Meter Interface	\$ 8,089.00	\$ 1,618.00	\$ 6,471.00	\$ 1,456.00	\$ 1,456.00	\$ 0.00
TOTAL	\$ 40,442.00	\$ 8,089.00	\$ 32,353.00	\$ 7,280.00	\$ 7,280.00	\$ 0.00

Comments

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

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

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

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

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

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

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

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

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

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Maintenance waived year 1, then prorate to line-up with EERP annual maintenance.

Tyler Utility Billing Data Conversion Assistance Scope of Work

Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

Modules Included

1. Utility Billing
 - a. Balance Forward AR
 - b. Budget Billing
 - c. Consumption History - up to 5 years
 - d. Flat Inventory/Containers
 - e. Service Orders
 - f. Services
 - g. Standard

Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Customer to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The Customer will choose the data window timeframe to convert into the Tyler systems. Converting current data rather than all historical data is recommended, due to potential data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler



systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Customer with data validation between systems, as needed, once the data has been loaded into Tyler systems.

Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the Customer to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.



UTILITY BILLING DATA CONVERSION SCOPE OF WORK

Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, Customer
Provide legacy system documentation	Customer
Data mapping	Koa Hills, Customer as needed
Extract legacy data	Koa Hills, Customer as needed
Run proofing reports in legacy system	Customer
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	Customer, Koa Hills as needed
Refine legacy data as needed and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler
Load conversion data and review in Tyler system (final)	Customer, Koa Hills as needed
Final approval of converted data	Customer
Load data (final)	Customer, Koa Hills as needed



Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- The Customer will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Customer would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Zephyrhills, Florida, with offices at 5335 8th Street, Zephyrhills, Florida 33542 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated September 12, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

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

1. The items set forth in the sales quotations attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. License Fees. License fees will be invoiced on the date when Tyler provides the Client with access to the applicable Tyler Software (the "Software Access Date").
 - b. Maintenance Fees. Year 1 maintenance and support fees are waived through one (1) year from the Software Access Date. Year 2 maintenance and support fees, prorated for a time period commencing one (1) year from the Software Access Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due one (1) year from the Software Access Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
 - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred. We agree that our personnel shall not charge implementation/professional services fees for time spent while in transit to your site.
 - d. Data Conversion Fees. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
 - e. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.
 - f. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (order, call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit 1 and may be increased by Tyler upon notice of no less than thirty (30) days.
2. The services set forth in Exhibit 1 shall be provided in accordance with the Statement of Work attached hereto as Exhibit 2.



3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement except as otherwise modified herein:
 - a. Assignment and Removal of Staff. After the Effective Date, and in coordination with the project kickoff activities identified in the Statement of Work, we will make our project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for project team members that are allocated for implementation services on the project. You agree that those resumes are for your information and planning purposes only. You may conduct, at your expense, reference checks on the proposed key personnel. Any such reference checks must be conducted within a timeframe, to be mutually agreed to, that does not impact project initiation. Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, in order to render services in accordance with contractual requirements. In the event our personnel is/are not providing services consistent with our services warranty or are otherwise negatively impacting the project, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that project member within a commercially reasonable time, upon your written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have the necessary skills, experience, and knowledge to perform the assigned duties of the project. Tyler will use commercially reasonable efforts to mitigate any impacts to the project schedule; provided, however, that if necessary, the parties shall revise the project schedule accordingly. The foregoing notwithstanding, if the replacement personnel is providing services onsite, you shall remain liable for travel expenses incurred by such personnel to be invoiced in accordance with the Business Travel Policy. In the event Tyler disagrees with the Client's request to remove personnel, the matter shall be referred to the Dispute Resolution Process of the Agreement.
 - b. Personnel. The personnel we assign to the project shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of this Agreement. We will cooperate with your staff and/or other contractors under contract with you, as may be reasonably necessary, to assure the timely and successful completion of the project in accordance with this Agreement, including the Statement of Work.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

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

Tyler Technologies, Inc.

City of Zephyrhills, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Cindy Chase
Quote Expiration: 04/16/23
Quote Name: Zephyrhills - EERP - Payments
Expansion
Quote Description: Payments - UB

Sales Quotation For:

City of Zephyrhills
5335 8th St
Zephyrhills FL 33542-4312
Phone: +1 (813) 780-0000

Payments

		Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus											
Enterprise ERP											
Enterprise ERP Payments		Utility Billing				0.50%	\$ 0.50			X	
Payments - Other Fees											
Enterprise ERP											
Client eCheck Cost			\$ 0.75								
eCheck Rejects			\$ 5.00								
Credit Card Chargebacks			\$ 15.00								

Client Card Cost - Interchange Plus- per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client eCheck Cost - Per electronic check transaction.

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

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

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 0.00
Contract Total	\$ 0.00	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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

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

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

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

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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

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

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



Quoted By: Cindy Chase
 Quote Expiration: 05/31/23
 Quote Name: Zephyrhills - UB CIS
 Quote Description: UB CIS and KOA Hills services

Sales Quotation For:

City of Zephyrhills
 5335 8th St
 Zephyrhills FL 33542-4312
 Phone: +1 (813) 780-0000

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Revenue Management					
Utility Billing CIS including Graphing Agent	1	\$ 32,353.00	268	\$ 25,882.00	\$ 5,824.00
Utility Billing Meter Interface	1	\$ 8,089.00	48	\$ 6,471.00	\$ 1,456.00
		<i>Sub-Total</i>		<i>\$ 40,442.00</i>	<i>\$ 7,280.00</i>
		<i><u>Less Discount</u></i>		<i><u>\$ 8,089.00</u></i>	<i><u>\$ 7,280.00</u></i>
		TOTAL	316	\$ 32,353.00	\$ 0.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 30,100.00	\$ 0.00
Onsite Implementation	80	\$ 225.00	\$ 0.00	\$ 18,000.00	\$ 0.00
Remote Implementation	236	\$ 200.00	\$ 0.00	\$ 47,200.00	\$ 0.00
	TOTAL			\$ 103,300.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Maint/SaaS Discount	
Cash Drawer	5	\$ 260.00	\$ 0.00	\$ 1,300.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	5	\$ 450.00	\$ 0.00	\$ 2,250.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	5	\$ 30.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00	\$ 0.00
Koa Hills - Data Conversion Assistance - Utility Billing	1	\$ 46,980.00	\$ 0.00	\$ 46,980.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	5	\$ 1,623.00	\$ 0.00	\$ 8,115.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 58,795.00			\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 32,353.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 103,300.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 58,795.00	\$ 0.00
Summary Total	\$ 194,448.00	\$ 0.00
Contract Total	\$ 194,448.00	
Estimated Travel Expenses excl in Contract Total	\$ 6,000.00	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Content Management				
Content Manager Core - Utility Billing - Standard - UB Account CIDs	1	\$ 1,000.00	\$ 0.00	\$ 1,000.00
Utility Billing				
Utility Billing - Balance Forward AR	1	\$ 6,100.00	\$ 0.00	\$ 6,100.00
Utility Billing - Budget Billing	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
Utility Billing - Consumption History up to 5 years	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Utility Billing - Flat Inventory/Containers	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
Utility Billing - Service Orders	1	\$ 3,100.00	\$ 0.00	\$ 3,100.00
Utility Billing - Services	1	\$ 4,100.00	\$ 0.00	\$ 4,100.00
Utility Billing - Standard	1	\$ 4,600.00	\$ 0.00	\$ 4,600.00
TOTAL				\$ 30,100.00

Optional Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Revenue Management					
Utility Billing Special Assessments	1	\$ 10,125.00	96	\$ 10,125.00	\$ 1,823.00
TOTAL		\$ 10,125.00	96	\$ 10,125.00	\$ 1,823.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00

Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
Notify includes 50,000 Msgs and 1,650 Mins per year	1	16	\$ 10,000.00
TOTAL:		16	\$ 10,600.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Conversion – See Detailed Breakdown Below				\$ 3,800.00	\$ 0.00
Onsite Implementation	28	\$ 225.00	\$ 0.00	\$ 6,300.00	\$ 0.00
Remote Implementation	84	\$ 200.00	\$ 0.00	\$ 16,800.00	\$ 0.00
TOTAL				\$ 26,900.00	\$ 0.00

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Utility Billing				
Utility Billing - Backflow	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
Utility Billing - Option 2 Assessments	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
TOTAL				\$ 3,800.00

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Revenue Management						
Utility Billing CIS including Graphing Agent	\$ 32,353.00	\$ 6,471.00	\$ 25,882.00	\$ 5,824.00	\$ 5,824.00	\$ 0.00
Utility Billing Meter Interface	\$ 8,089.00	\$ 1,618.00	\$ 6,471.00	\$ 1,456.00	\$ 1,456.00	\$ 0.00
TOTAL	\$ 40,442.00	\$ 8,089.00	\$ 32,353.00	\$ 7,280.00	\$ 7,280.00	\$ 0.00

Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Maintenance waived year 1, then prorate to line-up with EERP annual maintenance.



Exhibit 2
Statement of Work

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City of Zephyrhills

SOW from Tyler Technologies, Inc.

11/4/2022

Presented to:
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

Contact:
Brian Bouchard
Email: Brian.Bouchard@TylerTech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) has been contracted by the City of Zephyrhills, Florida (City) to expand the City’s use of the Tyler software solution environment through the configuration and implementation of Tyler Enterprise ERP to support the City’s utility billing and customer information system (utility billing) business processes.

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 the City (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
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity

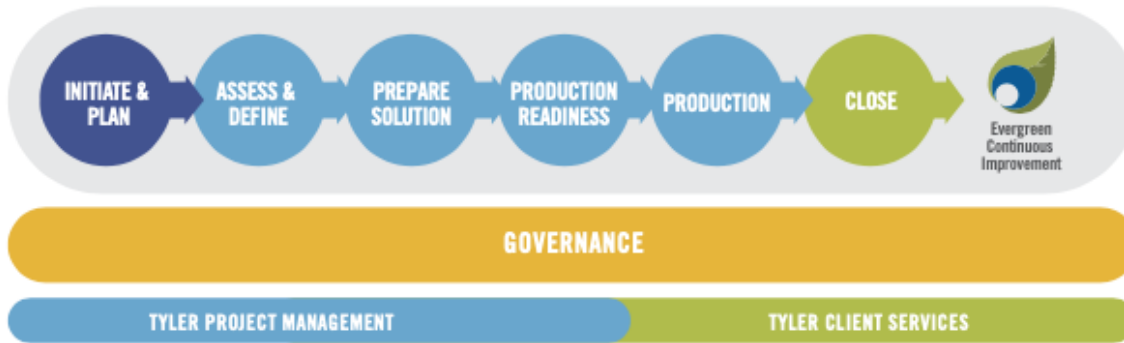
1.3 Methodology

This is accomplished by the City 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 City’s complexity and organizational needs.



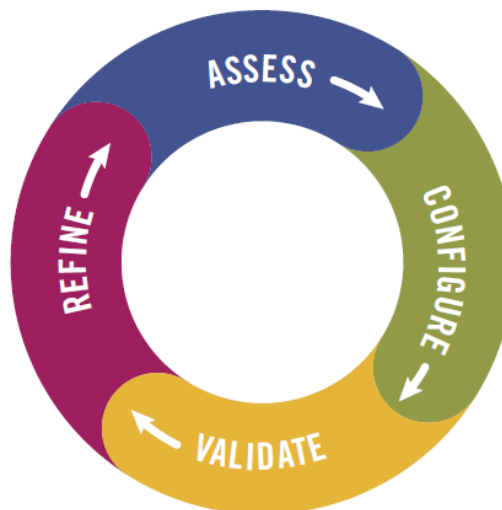
Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City'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 complete the Project efficiently and effectively.

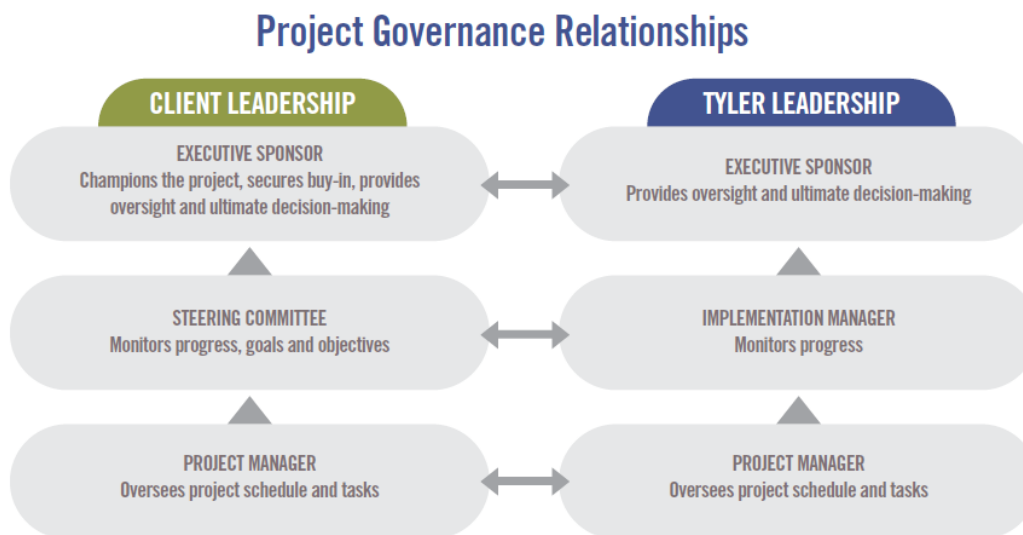
Part 2: Project Foundation

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 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.

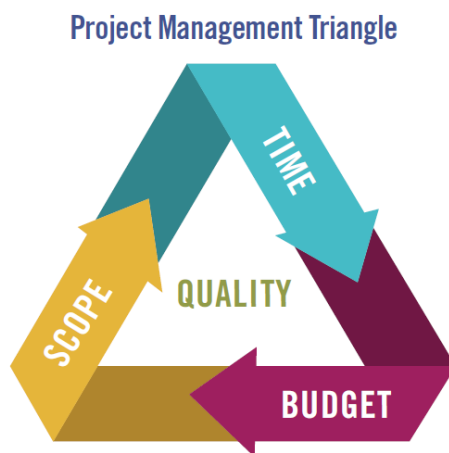
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City 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 City 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 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

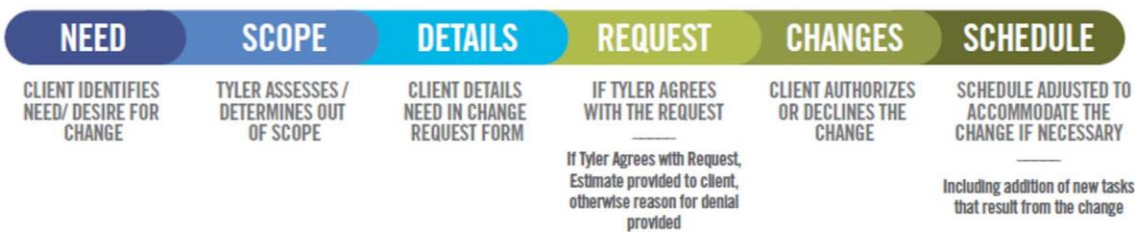
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City 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 the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City 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 the City). 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 and Acknowledgement Processes

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 applicable City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City 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 City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. When possible, to ensure an efficient response process, the Tyler Project Manager will notify the City Project Manager of an upcoming Deliverable or Control Point to allow the City Project Manager adequate time to align resources for review and to effectively use the review timeline window, in order to meet mutually agreed upon response timelines. This will typically occur during recurring bi-weekly status calls between Tyler and the City. Given that the designated decision-maker for each applicable 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 applicable City 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 City 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 City does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, and does not give a notice of rejection, Tyler may deem the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City 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 within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The City shall then have two (2) business days, or an otherwise agreed upon timeframe, from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City 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. If the City again deems the Deliverable or Control point to be deficient and not in conformance with the stated Scope and Objectives of said Deliverable, the City shall reject the Deliverable and work with Tyler to cure the deficiency and re-deliver the Deliverable according to the process set forth in this Section.
- Certain Deliverables developed throughout the project will not be static, or may be delivered without a tangible artifact (e.g. Stakeholder Presentation), and will be updated as needed throughout the process. As an example, the Implementation Project Plan ("Project Plan" or "schedule") will be delivered as a baseline document and developed collaboratively with the City. For these types of Deliverables that will be revised, provided without a tangible artifact, or otherwise maintained throughout the project, Tyler requires City Acknowledgement of receipt of the Deliverable, and not formal Acceptance. The City shall have five (5) business days from the date of receipt, or as otherwise



mutually agreed upon in writing by the parties, to (a) acknowledge receipt of the Deliverable and conformance to the stated Scope and Objectives of said Deliverable; or (b) reject the Deliverable.

- Acceptance by the City of shall, in no event, modify or limit Tyler's obligations under this SOW, nor shall the City be deemed to have waived any rights or remedies it may have under the Agreement, including this SOW.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City 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 Manager

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 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 the City'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 the City'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 City 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 City, the Tyler Project Manager provides regular updates to the City Steering Committee, the City



Project Management Team, 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 the City 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 and maintains the Project schedule.
- Collaborates with the City 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 the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City'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 the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team, and Tyler manager(s) and Implementation Consultants.
- 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).
- Follows up on issues identified during sessions.
- Documents activities for services performed by Tyler.



- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.
- 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.

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.

5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City, as the City builds interfaces.

5.2 City Roles & Responsibilities

5.2.1 City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles. City Executive Sponsor

The City 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, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

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

5.2.2 City Steering Committee

The City 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 City project manager and Project through participation in regular internal meetings. The City steering



committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City 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.
- Helps to ensure the project is staffed appropriately by the City based upon the information furnished to the City by Tyler related to City staffing resource demands, 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
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City 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. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City 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 City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Helps to ensure 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 help ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City 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 help 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 the City and Tyler and takes all reasonably 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 help ensure a quality outcome of the project.
- Routinely communicates with both the City 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 City 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 City technical teams to help ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Helps to ensure 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 City Functional Leads

- Lead the City's preparation for and participation in Tyler-led sessions and other project meetings for the represented functional area
- Provide available documentation and support the review of business processes, rules, and requirements.
- Lead system setup and configuration efforts among City staff.
- 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 the City 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 City 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 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City 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 help ensure the application satisfies City 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 the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City 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 City 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 City third party interfaces.
- Develops or assists in creating reports as needed.
- Helps to ensure on-site network and peripheral devices meet specifications provided by Tyler.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City 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 the City'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 City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City 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.



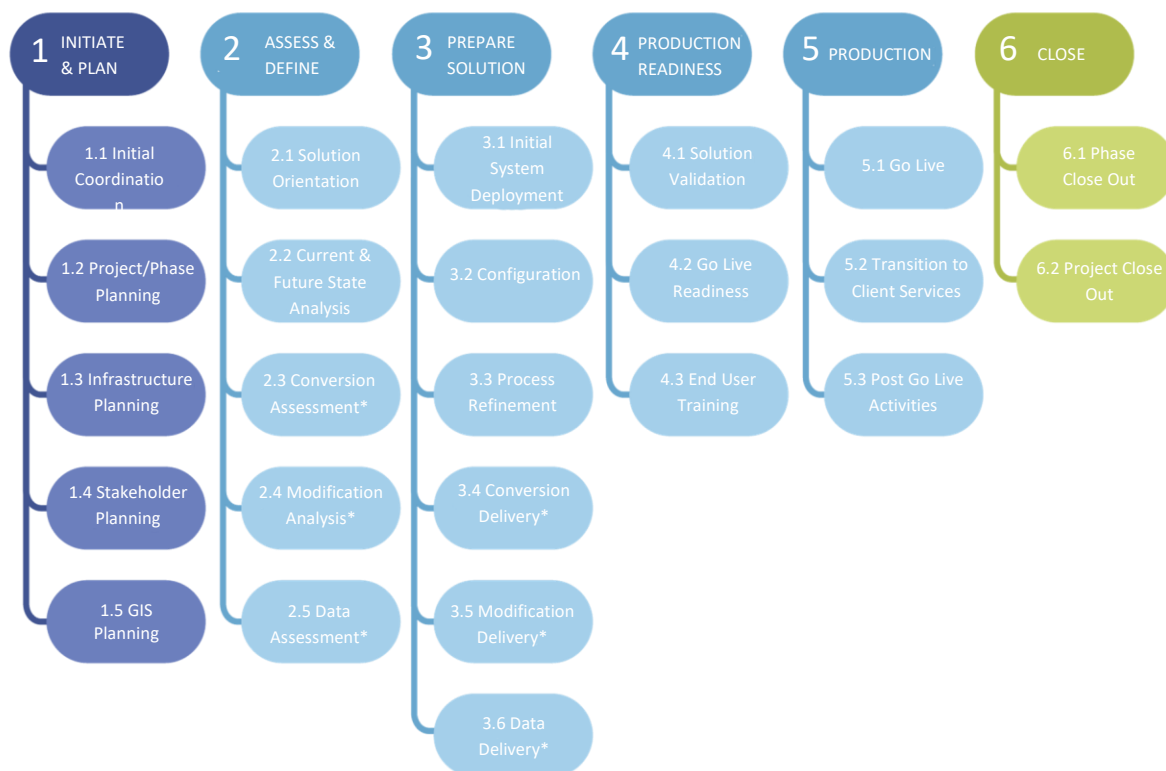
Part 3: Project Plan

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 the City.

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, though such assignment of additional resources by Tyler shall not lead to delayed project timelines or start-up. Tyler provides the City 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. The City gathers the information requested by the provided deadline to help in 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 the City's team. During this step, Tyler will work with the City 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 City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
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 (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		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						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 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.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
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 (Power	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	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City 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 where Tyler will be responsible for building the environments for a hosted/SaaS deployment. Tyler will install Licensed Software on application server(s). The City is responsible for the installation and setup of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler							City									
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
		A	R		C		C				I						I
	Provide Infrastructure Requirements and Design Document																



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

*if applicable, please review the contract/investment summary for details

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

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

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City 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 City 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								City								
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 (Power Users)	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
--	---	---	---	---	---	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	Presentation developed by, and delivered to identified City stakeholders and led by Tyler representatives with input and participation from the City

Work package assumptions:

- None

6.1.5 Intentionally left blank.

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 the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff, both by volunteering such information and in response to requests made by Tyler, and assisting in analysis, understanding current workflows and business processes. Tyler will in turn educate City staff on options available in the Tyler Software that may be used to meet City requirements and advise on best practices and proper internal controls and workflow. The City shall be responsible for making configuration decisions based on the options presented by Tyler in a timely manner in accordance with the agreed-upon project schedule.



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 City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City 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 the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
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 (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	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.

The City 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 City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City'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								City								
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 (Power)	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	City 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:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can 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								City								
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 (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
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	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.
- Koa Hills involvement will be discussed and arranged in advance for this, and all subsequent applicable data conversion discussions or work 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.
- 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 City 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.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City



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 (Power Users)	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 City 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 City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

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

6.3.2 Configuration

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

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



Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							City									
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 (Power	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 City 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	

Work package assumptions:

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

6.3.3 Process Refinement

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



Objectives:

- Ensure that the City 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								City								
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 (Power Users)	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 (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation			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 City-specific process documentation (if applicable - completed by City)	



Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’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 and Koa Hills, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City 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	City

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 (Power Users)	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 reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.



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 City 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 City 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 the City 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 the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	City



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 (Power Users)	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	City 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 the City 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 City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City 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	City



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 (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							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	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			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 and approved by the City

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.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City 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.



- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
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 (Power	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 (City-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	City signoff that training was delivered

Work package assumptions:

- The City 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 the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City 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/or 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 the City 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 the City 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, the City and Tyler will complete work assigned to prepare for Go-Live.

The City 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, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City 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.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
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 (Power	Department Heads	End Users	Technical Leads
			C		C						A						R
			A	C	R						I	C		C			C



environment, if applicable																		
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	City confirms data is available in production environment

Work package assumptions:

- The City and Tyler 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 City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler team is available to consult with the City teams as necessary.
- The Tyler 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) coordinates with the City and schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

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

STAGE 5	Transition to Client Services	
	Tyler	City



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 (Power Users)	Department Heads	End Users	Technical Leads
Transfer City 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	City



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 (Power Users)	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:

- Certain activities related to the Close stage are not dependent upon Tyler's receipt of this Stage Acceptance, and may begin prior to City sign-off of Go-Live. For example, Tyler will start preparing the final reconciliation report and action plan as soon as is logical after go-live regardless of receipt of Sign-off for this Control Point.
- 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.
- The Tyler Software is being used in a production environment as the primary software application to support the needed functional areas
- Post-live services, if applicable, have been scheduled
- 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. The City 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 the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
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 (Power Users)	Department Heads	End Users	Technical Leads
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			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	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)	City acceptance of completed action plan detailing any outstanding items or post-live services
	Reconciliation Report	City acceptance of completed reconciliation report detailing that all project Deliverables, Control Points, and Milestones have been completed and approved, and full budget reconciliation documented by Tyler
	Post Phase Review	Post Phase Review meeting facilitated by Tyler with City attendance

Work package assumptions:

- Tyler deliverables for the phase have been completed and approved.

6.6.2 Project Closeout

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

At this time the City 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 the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
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 (Power	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 City 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	City 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.

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 the City 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 few 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.
- Each Project Team will complete their necessary assignments in a mutually agreed upon timeframe 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 City 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 Implementation Consultants will post site report to the Project Portal within 5 business days of the end of scheduled meetings or sessions, unless otherwise agreed upon by the Project Managers. Site reports will include the agenda items, issues encountered, support tickets logged, follow-up actions. All action items discussed, responsible organization and person, and a target date for completion of each action item will be captured on the Issues and Actions list on the Project Portal.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available and as presented by Tyler resources.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make reasonable process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.
- Tyler resources shall use the Tyler-provided Project Portal as a central repository solution for project document sharing and Tyler's SFTP site (currently Kiteworks) for the secure exchange of sensitive City data with the Tyler project team.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City 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 working to ensure that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City 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.
- The City will work to ensure assigned resources will follow the change control process.
- The City will endeavor to align resources that 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.
- The City makes timely Project related decisions in alignment with the agreed-upon project schedule in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Tyler resources will timely perform and act on any required follow-up items stemming from meetings or sessions in order to facilitate the City resources being able to meet their assigned due dates. Failure to do so by either party may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Each party will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City 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.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City and Koa Hills representatives to identify business rules before writing the conversion. The City 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 City, either itself or through Koa Hills, 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 City Project Team alongside Koa Hills is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City 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 Enterprise ERP Conversion Summary

9.1.1 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.1.2 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.3 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.4 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

9.1.5 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the City's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer if the City's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.1.6 Utility Billing – Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading



9.1.7 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.



10. Additional Appendices

10.1 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

10.1.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

Imports and Exports

The City and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

APIs*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

STAGE 2	Current & Future State Analysis - Data Exchange																
	Tyler							City									
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
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R



10.1.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs*) and the City tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation																
	Tyler								City								
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
Train standard or contracted Data Exchange(s) processing in Tyler software			A	R	I		I				C	I		I			C
Coordinate 3 rd Party Data Exchange activities			I	I	I		I				A	C		C			R
Test all Standard 3 rd party Data Exchange(s)			I	I	I		I				A	C		R			C

* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.



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.

Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
5	Utility Billing	- Utility Billing CIS - Utility Billing Interface - Utility Billing API Toolkit	February 2023 or as defined in the Project Plan and mutually agreed upon	February 2024 or as defined in the Project Plan and mutually agreed upon



Tyler Utility Billing

Data Conversion Assistance

Scope of Work

Introduction

Data conversion is an important activity to improve data storage and retrieval processes, ensuring that data is converted with minimal effort, in a well-planned and organized manner. It is beneficial to use proven solutions and methods, so that users will be able to make an informed decision on the solution to be implemented for data conversion.

This effort will utilize a defined process to convert data from a legacy system format through flat file extracts to Tyler Technologies' system. Business rule logic will be applied to legacy flat file data as necessary for data conversion.

Modules Included

1. Utility Billing
 - a. Assessment
 - b. Backflow
 - c. Balance Forward AR
 - d. Budget Billing
 - e. Consumption History - up to 5 years
 - f. Flat Inventory/Containers
 - g. Service Orders
 - h. Services
 - i. Standard

Project Scope

Koa Hills will work in conjunction with Tyler Technologies and the Customer to determine the data conversion plan, to convert the data for the above modules. The plan will outline the conversion of legacy data by extracting the data from the legacy system into the standardized Munis format along with a plan to load data into the Munis system, in a repeatable and verifiable manner using our established data conversion methodology.

The Customer will choose the data window timeframe to convert into the Tyler systems. Converting



current data rather than all historical data is recommended, due to potential data format modifications in the legacy system. The timeframe for the data to be converted into the Tyler systems should match the timeframe from the Tyler contract.

Koa Hills will lead the data mapping and will apply business rules to filter or modify data, as necessary. This process will proceed in an iterative manner, so that when new data is created in the legacy system it will flow easily during the conversion process.

Koa Hills will assist the Customer with data validation between systems, as needed, once the data has been loaded into Tyler systems.

Project Plan

Koa Hills will:

1. Clearly define the scope of the project
2. Actively refine the scope through targeted profiling and auditing
3. Minimize the amount of data to be converted
4. Meet with the Customer to understand any data issues which may need special mapping
5. Map legacy data into new Tyler formats, as needed
6. Provide data clean-up services, as needed
7. Define a realistic timeline, based on knowledge of data issues
8. Secure sign-off on each stage from a senior business representative
9. Prioritize modules for conversion with a top-down, target-driven approach
10. Aim to volume-test all data in the scope as early as possible at the unit level
11. Allow time for volume testing and issue resolution
12. Segment the project into manageable, incremental chunks
13. Keep a total focus on the business objectives and cost/benefits throughout

Once a go-live date has been chosen, the data conversion will be broken up into prioritized work groups to facilitate manageable segments of the project. A data conversion tracking document will be created and shared, to facilitate the data conversion team's ability to achieve a successful go-live date.

The Tyler Technologies conversion team will upload the data provided and return modification requests to be applied during the following data load. The expectation is that the converted data per module will improve between iterations, so that 100% of the legacy data will be present in Tyler systems for validation.

As with all data conversions, the integration between the data owners and the technology team is critical for a successful project. Koa Hills will keep the lines of communication open and transparent throughout the process.



UTILITY BILLING DATA CONVERSION SCOPE OF WORK

Roles and Responsibilities

Conversion task	Responsible Party
Data conversion planning	Koa Hills, Customer
Provide legacy system documentation	Customer
Data mapping	Koa Hills, Customer as needed
Extract legacy data	Koa Hills, Customer as needed
Run proofing reports in legacy system	Customer
Ensure data is in Tyler format	Koa Hills
Clean up data formatting	Koa Hills
Submit legacy data to Tyler	Koa Hills
Convert legacy data and deliver to client	Tyler
Load conversion data and review in Tyler system (test)	Customer, Koa Hills as needed
Refine legacy data as needed and submit to Tyler (final)	Koa Hills
Convert legacy data and deliver to client (final)	Tyler
Load conversion data and review in Tyler system (final)	Customer, Koa Hills as needed
Final approval of converted data	Customer
Load data (final)	Customer, Koa Hills as needed



Assumptions

- Legacy system data will be converted from a single source. If there are multiple legacy systems, then additional professional services may be required.
- Koa Hills will have full access to the legacy system data
- Koa Hills will have full access to the legacy system user interface
- Koa Hills will have full access to Munis
- The Customer will provide legacy system database documentation (ex. Data dictionary, schemas, etc). If no documentation is available, then additional professional services may be required.
- All work will be performed remotely. Travel costs are not included and will be billed as incurred if travel is required.

Notes

The fees for the conversion assistance tasks outlined in this SOW are in addition to the conversion fees contracted for with Tyler. If the Customer would like to change the conversion scope from the original agreement, please contact your Tyler sales representative.





Quoted By: Cindy Chase
 Quote Expiration: 04/16/23
 Quote Name: Zephyrhills - EERP - Payments
 Expansion
 Quote Description: Payments - UB

Sales Quotation For:

City of Zephyrhills
 5335 8th St
 Zephyrhills FL 33542-4312
 Phone: +1 (813) 780-0000

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	Utility Billing				0.50%	\$ 0.50		X		
Payments - Other Fees										
Enterprise ERP										
Client eCheck Cost		\$ 0.75								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Client Card Cost - Interchange Plus- per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client eCheck Cost - Per electronic check transaction.

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

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

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 0.00	\$ 0.00
Contract Total	\$ 0.00	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

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

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

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

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

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

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

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

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

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

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

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

City of Zephyrhills

SOW from Tyler Technologies, Inc.

11/4/2022

Presented to:
City of Zephyrhills
5335 8th St
Zephyrhills, FL 33542

Contact:
Brian Bouchard
Email: Brian.Bouchard@TylerTech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) has been contracted by the City of Zephyrhills, Florida (City) to expand the City’s use of the Tyler software solution environment through the configuration and implementation of Tyler Enterprise ERP to support the City’s utility billing and customer information system (utility billing) business processes.

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 the City (collectively the “Project”).

The overall goals of the project are to:

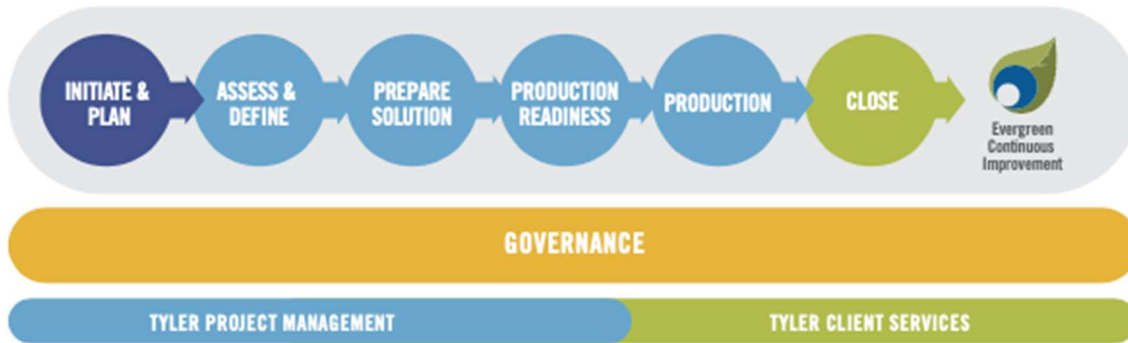
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Streamlining business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity

1.3 Methodology

This is accomplished by the City 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 City’s complexity and organizational needs.

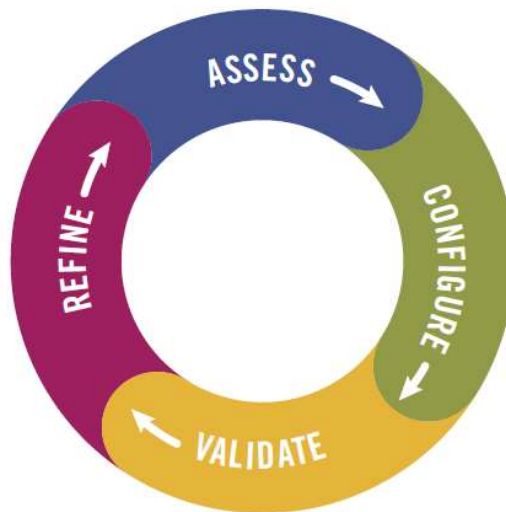
Tyler's Six Stage Project Methodology



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

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City'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 complete the Project efficiently and effectively.

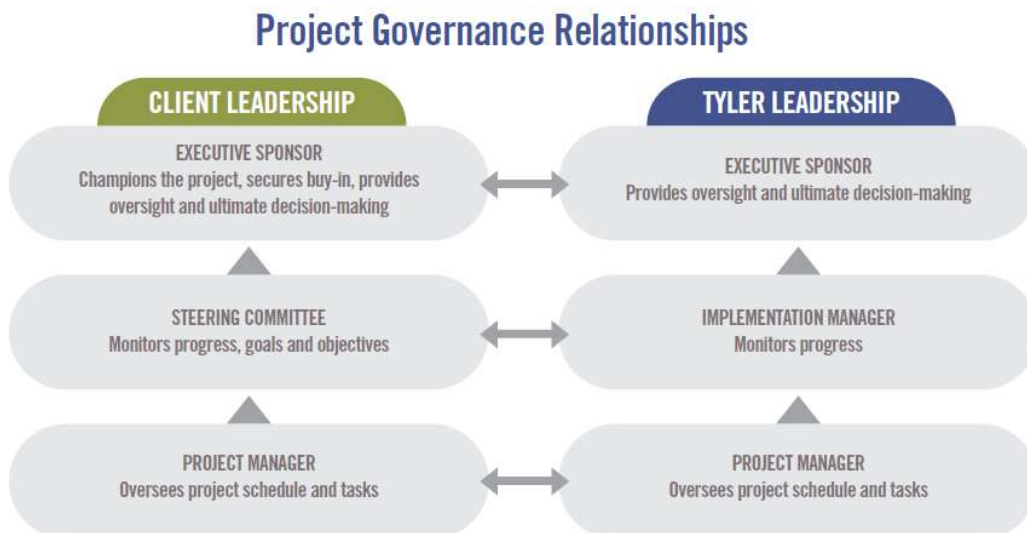
Part 2: Project Foundation

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 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 the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City 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 City 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 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.

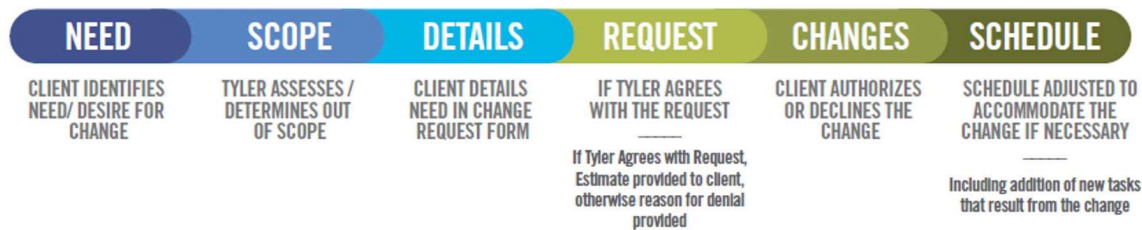
3.3 Change Request Management

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 delays relative to the schedule, some changes may result in less cost to the City; for example, the City 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 the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City 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 the City). 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 and Acknowledgement Processes

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 applicable City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City 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 City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. When possible, to ensure an efficient response process, the Tyler Project Manager will notify the City Project Manager of an upcoming Deliverable or Control Point to allow the City Project Manager adequate time to align resources for review and to effectively use the review timeline window, in order to meet mutually agreed upon response timelines. This will typically occur during recurring bi-weekly status calls between Tyler and the City. Given that the designated decision-maker for each applicable 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 applicable City 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 City 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 City does not provide acceptance within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, and does not give a notice of rejection, Tyler may deem the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City 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 within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The City shall then have two (2) business days, or an otherwise agreed upon timeframe, from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City 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. If the City again deems the Deliverable or Control point to be deficient and not in conformance with the stated Scope and Objectives of said Deliverable, the City shall reject the Deliverable and work with Tyler to cure the deficiency and re-deliver the Deliverable according to the process set forth in this Section.
- Certain Deliverables developed throughout the project will not be static, or may be delivered without a tangible artifact (e.g. Stakeholder Presentation), and will be updated as needed throughout the process. As an example, the Implementation Project Plan ("Project Plan" or "schedule") will be delivered as a baseline document and developed collaboratively with the City. For these types of Deliverables that will be revised, provided without a tangible artifact, or otherwise maintained throughout the project, Tyler requires City Acknowledgement of receipt of the Deliverable, and not formal Acceptance. The City shall have five (5) business days from the date of receipt, or as otherwise

mutually agreed upon in writing by the parties, to (a) acknowledge receipt of the Deliverable and conformance to the stated Scope and Objectives of said Deliverable; or (b) reject the Deliverable.

- Acceptance by the City of shall, in no event, modify or limit Tyler's obligations under this SOW, nor shall the City be deemed to have waived any rights or remedies it may have under the Agreement, including this SOW.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City 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 Manager

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 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 the City'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 the City'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 City 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 City, the Tyler Project Manager provides regular updates to the City Steering Committee, the City

Project Management Team, 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 the City 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 and maintains the Project schedule.
- Collaborates with the City 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 the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City'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 the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team, and Tyler manager(s) and Implementation Consultants.
- 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).
- Follows up on issues identified during sessions.
- Documents activities for services performed by Tyler.

- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.
- 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.

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.

5.1.7 Tyler API Services

- Provides training in the use of the API Toolkit.
- Provides consulting services in the use of the API Toolkit to the City, as the City builds interfaces.

5.2 City Roles & Responsibilities

5.2.1 City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles. City Executive Sponsor

The City 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, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

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

5.2.2 City Steering Committee

The City 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 City project manager and Project through participation in regular internal meetings. The City steering

committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City 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.
- Helps to ensure the project is staffed appropriately by the City based upon the information furnished to the City by Tyler related to City staffing resource demands, 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
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City 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. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City 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 City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Helps to ensure 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 help ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City 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 help 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 the City and Tyler and takes all reasonably 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 help ensure a quality outcome of the project.
- Routinely communicates with both the City 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 City 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 City technical teams to help ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Helps to ensure 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 City Functional Leads

- Lead the City's preparation for and participation in Tyler-led sessions and other project meetings for the represented functional area
- Provide available documentation and support the review of business processes, rules, and requirements.
- Lead system setup and configuration efforts among City staff.
- 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 the City 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 City 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 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City 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 help ensure the application satisfies City 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 the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City 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 City 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 City third party interfaces.
- Develops or assists in creating reports as needed.
- Helps to ensure on-site network and peripheral devices meet specifications provided by Tyler.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City 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 the City'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 City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City 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.

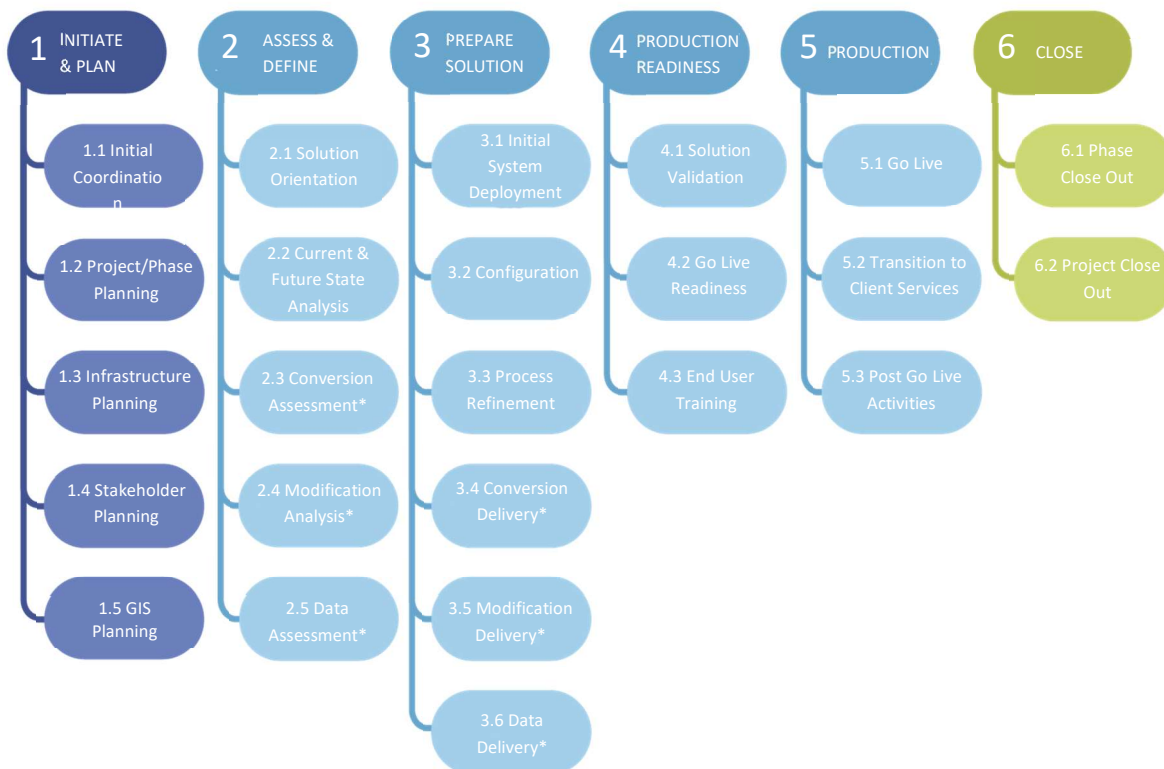
Part 3: Project Plan

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 the City.

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, though such assignment of additional resources by Tyler shall not lead to delayed project timelines or start-up. Tyler provides the City 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. The City gathers the information requested by the provided deadline to help in 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 the City's team. During this step, Tyler will work with the City 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 City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
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 (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		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						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 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.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
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 (Power	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	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City 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 where Tyler will be responsible for building the environments for a hosted/SaaS deployment. Tyler will install Licensed Software on application server(s). The City is responsible for the installation and setup of all peripheral devices.

Objectives:

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

STAGE 1	Infrastructure Planning																
	Tyler								City								
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					A			R					C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

*if applicable, please review the contract/investment summary for details

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

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City 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 City 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								City								
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 (Power	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
--	---	---	---	---	---	--	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	Presentation developed by, and delivered to identified City stakeholders and led by Tyler representatives with input and participation from the City

Work package assumptions:

- None

6.1.5 Intentionally left blank.

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 the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff, both by volunteering such information and in response to requests made by Tyler, and assisting in analysis, understanding current workflows and business processes. Tyler will in turn educate City staff on options available in the Tyler Software that may be used to meet City requirements and advise on best practices and proper internal controls and workflow. The City shall be responsible for making configuration decisions based on the options presented by Tyler in a timely manner in accordance with the agreed-upon project schedule.

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 City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City 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 the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
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 (Power	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	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.

The City 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 City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City'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							City									
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 (Power	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	City 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:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can 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								City								
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 (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
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	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.
- Koa Hills involvement will be discussed and arranged in advance for this, and all subsequent applicable data conversion discussions or work 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.
- 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 City 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.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City

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 (Power Users)	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 City 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 City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

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

6.3.2 Configuration

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

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

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
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 (Power Users)	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 City 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	

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

- Ensure that the City 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								City								
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 (Power Users)	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 (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation			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 City-specific process documentation (if applicable - completed by City)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’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 and Koa Hills, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City 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	City

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 (Power Users)	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 reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

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 City 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 City 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 the City 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 the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	City

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 (Power Users)	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	City 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 the City 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 City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City 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	City

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 (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							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	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			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 and approved by the City

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.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City 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.

- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
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 (Power	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 (City-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	City signoff that training was delivered

Work package assumptions:

- The City 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 the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City 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/or 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 the City 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 the City 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, the City and Tyler will complete work assigned to prepare for Go-Live.

The City 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, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City 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.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
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 (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production			A	C	R						I	C		C			C

environment, if applicable																	
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	City confirms data is available in production environment

Work package assumptions:

- The City and Tyler 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 City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler team is available to consult with the City teams as necessary.
- The Tyler 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) coordinates with the City and schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

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

STAGE 5	Transition to Client Services	
	Tyler	City

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 (Power Users)	Department Heads	End Users	Technical Leads
Transfer City 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	City

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 (Power Users)	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:

- Certain activities related to the Close stage are not dependent upon Tyler's receipt of this Stage Acceptance, and may begin prior to City sign-off of Go-Live. For example, Tyler will start preparing the final reconciliation report and action plan as soon as is logical after go-live regardless of receipt of Sign-off for this Control Point.
- 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.
- The Tyler Software is being used in a production environment as the primary software application to support the needed functional areas
- Post-live services, if applicable, have been scheduled
- 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. The City 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 the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
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 (Power	Department Heads	End Users	Technical Leads
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			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	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)	City acceptance of completed action plan detailing any outstanding items or post-live services
	Reconciliation Report	City acceptance of completed reconciliation report detailing that all project Deliverables, Control Points, and Milestones have been completed and approved, and full budget reconciliation documented by Tyler
	Post Phase Review	Post Phase Review meeting facilitated by Tyler with City attendance

Work package assumptions:

- Tyler deliverables for the phase have been completed and approved.

6.6.2 Project Closeout

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

At this time the City 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 the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
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 (Power	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 City 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	City 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.

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 the City 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 few 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.
- Each Project Team will complete their necessary assignments in a mutually agreed upon timeframe 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 City 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 Implementation Consultants will post site report to the Project Portal within 5 business days of the end of scheduled meetings or sessions, unless otherwise agreed upon by the Project Managers. Site reports will include the agenda items, issues encountered, support tickets logged, follow-up actions. All action items discussed, responsible organization and person, and a target date for completion of each action item will be captured on the Issues and Actions list on the Project Portal.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available and as presented by Tyler resources.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make reasonable process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.
- Tyler resources shall use the Tyler-provided Project Portal as a central repository solution for project document sharing and Tyler's SFTP site (currently Kiteworks) for the secure exchange of sensitive City data with the Tyler project team.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City 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 working to ensure that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City 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.
- The City will work to ensure assigned resources will follow the change control process.
- The City will endeavor to align resources that 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.
- The City makes timely Project related decisions in alignment with the agreed-upon project schedule in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Tyler resources will timely perform and act on any required follow-up items stemming from meetings or sessions in order to facilitate the City resources being able to meet their assigned due dates. Failure to do so by either party may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Each party will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City 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.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City and Koa Hills representatives to identify business rules before writing the conversion. The City 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 City, either itself or through Koa Hills, 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 City Project Team alongside Koa Hills is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City 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 Enterprise ERP Conversion Summary

9.1.1 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.1.2 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.3 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.4 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

9.1.5 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the City's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer if the City's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.1.6 Utility Billing – Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.1.7 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.



10. Additional Appendices

10.1 Enterprise ERP Standard 3rd Party Data Exchange & Application Programming Interfaces

10.1.1 Planning

An Integration is a real-time or automated exchange of data between two systems. Standard Data Exchange tools are available to fulfill Integrations with external systems by allowing clients to get data in and out of the Tyler system. Data exchange tools can take the form of Imports and Exports, and Application Programming Interfaces (APIs)*. APIs may require additional licensing and may have some restrictions on use. Please refer to your licensing agreement for further information.

Imports and Exports

The City and Tyler project manager(s) will work together to define/confirm which Imports and Exports are needed (if not outlined in the Agreement). Tyler will provide an Excel or ASCII file layouts for each Standard Data Exchange.

APIs*

Additional API licensing and data sharing agreements are required for integration with third-party applications. If APIs have been purchased, Tyler may provide integration assistance to understand API services and provide necessary support to complete the integration of Tyler software to the City internal applications. Tyler will not provide any hands-on development unless expressly specified in the Agreement. It is Tyler's responsibility to ensure the API services operate correctly. It is the Client's responsibility to fulfill integrations using Tyler's API services and ensure operation of the third party API services.

STAGE 2	Current & Future State Analysis - Data Exchange																
	Tyler								City								
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
Review Standard or contracted Data Exchanges			A	R	I		I				C	C		I			C
Define or confirm needed Data Exchanges			I	C	C		C				A	C		C			R

10.1.2 Validation

Tyler provides training on Data Exchange(s) (for both Import and Export, and APIs*) and the City tests each Data Exchange.

STAGE 3	Process Refinement – Data Exchange Validation																
	Tyler								City								
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
Train standard or contracted Data Exchange(s) processing in Tyler software			A	R	I		I				C	I		I			C
Coordinate 3 rd Party Data Exchange activities			I	I	I		I				A	C		C			R
Test all Standard 3 rd party Data Exchange(s)			I	I	I		I				A	C		R			C

* API services, available thru Enterprise ERP OpenAPI Toolkits and Connectors, are not part of the core Enterprise ERP applications and are only applicable if included in the license agreement.

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.

Phase	Functional Area(s)	Modules	Start Date	Go-Live Date
5	Utility Billing	- Utility Billing CIS - Utility Billing Interface - Utility Billing API Toolkit	February 2023 or as defined in the Project Plan and mutually agreed upon	February 2024 or as defined in the Project Plan and mutually agreed upon

RESOLUTION NO. 813-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills, Florida, and the Municipal Association of Pasco, which includes officials from Dade City, New Port Richey, Port Richey, San Antonio and the Town of St. Leo, desire to participate in a joint workshop to discuss matters of mutual interest; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes the governing body of a municipality to meet and discuss matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 166.0213, Florida Statutes, further requires that the governing body of a municipality must first adopt a Resolution or Ordinance authorizing participation in the joint workshop.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on May 4, 2023, 6:30 p.m., at Catches Waterfront Grille – 7811 Bayview Street – Port Richey, FL 34668.

Section 2. Notice of this meeting shall be duly advertised and official Association minutes shall be taken.

Section 3. This Resolution shall be effective upon adoption by City Council.

The foregoing Resolution No. 813-23 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of April, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Resolution No. 813-23 was approved by me this 10th day of April, 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content
for the sole reliance of the City of Zephyrhills

Matthew E. Maggard, City Attorney

CITY ATTORNEY'S REPORT 6.2

Florida Water Star - Water Conservation

First Reading **ORDINANCE NO. 1457-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING A NEW SECTION TO CHAPTER 156 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 156.30-156.36 ESTABLISHING FLORIDA WATER STARSM CERTIFICATION REQUIREMENTS FOR NEW CONSTRUCTION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1457-23 on the First Reading

Issue:

The City of Zephyrhills has come to the time when inexpensive potable water may be in question for the future development of the city. The Florida WaterStar Program is sponsored by the SWFWMD and is a tool to save on current residential uses of potable water. This program states what needs to be installed in new and/or existing developments and/or homes. Such as water and energy efficient appliances, water fixtures, toilets, and landscaping. To include Florida Friendly Landscaping, high efficiency irrigation, to name a few.

Background:

The Florida WaterStar Program is sponsored by the SWFWMD and is a tool to save on current residential uses of potable water. This program states what needs to be installed in new and/or existing developments and/or homes. Such as water and energy efficient appliances, water fixtures, toilets, and landscaping. To include Florida Friendly Landscaping, high efficiency irrigation, to name a few.

The Florida WaterStar Program is estimated to save the city 140,000 gallons of water per day with the implementation of the Program along with any additional conservation practices we put in place.

Attachment(s):

1. Ordinance No. 1457-23 Florida Water Star - Water Conservation

Fiscal Impact:

No foreseen impacts to the city. Any financial impact will be borne by the developer/homeowner. The estimated cost to a developer, per home, will be approximately \$1,000 - \$2,000.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the Florida WaterStar Program Ordinance.

ORDINANCE 1457-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, CREATING A NEW SECTION TO CHAPTER 156 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 156.30-156.36 ESTABLISHING FLORIDA WATER STARSM CERTIFICATION REQUIREMENTS FOR NEW CONSTRUCTION; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City of Zephyrhills has the desire to reduce the unnecessary use of potable water within the City limits; and

WHEREAS, the purpose and intent of this ordinance is to implement uniform procedures that promote water conservation through the mandatory installation of more efficient plumbing fixtures and appliances and installation of more efficient landscapes and irrigation systems and methods within the City of Zephyrhills; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance advances an important government purpose by reducing the likelihood of the unregulated negative secondary effects of cannabis dispensing facilities; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance is in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follow:

SECTION 1. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

SECTION 2. Chapter 156 Construction Standards, City of Zephyrhills Code of Ordinances is hereby amended to add the following Section:

Florida Water StarSM Certification Required

Section 156.30 Purpose and Intent

It is the intent and purpose of this Section to implement uniform procedures that promote water conservation through the MANDATORY installation of more efficient plumbing fixtures and appliances and installation of more efficient landscapes and irrigation systems and methods.

Section 156.31Applicability.

MANDATORY Water Conservation for ALL NEW CONSTRUCTION WITHIN THE CITY OF ZEPHYRHILLS FOR efficient Indoor Plumbing Requirements, Landscape Design and Installation Standards, and Irrigation System Design and Installation Standards. Verification of the installation of efficient indoor and outdoor Florida Water Star fixtures, appliances, landscapes and irrigation systems is completed by a Florida Water Star inspector. Official Florida Water Star Certificate of Compliance must be submitted to obtain

the Certificate of Occupancy.

Section 156.32Definitions

For the purposes of this Section, the following words, and terms shall have the meaning given herein:

- (1) *Automatic irrigation system.* An irrigation system designed to operate following a preset program entered into an automatic controller.
- (2) *Automatic controller.* A mechanical or electrical device capable of automated operation of valve stations to set the time, duration and frequency of a water application (Florida Department of Environmental Protection [DEP] Model Ordinance).
- (3) *Certificate of Occupancy (CO).* A document issued by the Building Official allowing the occupancy or use of a building and certifying that the structure or use has been constructed or will be used in compliance with all of the applicable municipal codes and ordinances.
- (4) *Distribution equipment.* The water emitters on irrigation systems, including but not limited to sprinklers, rotors, spray heads and micro-irrigation devices.
- (5) *ENERGY STAR®.* A joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy, with the purpose of reducing energy costs and protecting the environment, through energy- and water-efficient products and practices
- (6) *Florida Water StarSM Certificate of Compliance.* A Florida water conservation certification program that is mandatory for new residential and commercial construction in Lake Wales which shall include indoor and outdoor water-efficient criteria and prevent leaks.
- (7) *Florida Water Star Inspector.* Person that verifies Florida Water Star program criteria in accordance with program documents. Inspectors demonstrate sufficient knowledge to verify appropriate subcategories (irrigation, landscape and plumbing). Inspectors are permitted to use construction documents, affidavits, and field verification during the verification period. See Florida Water Star certification program process web page at *FloridaWaterStar.com* (Florida Water Star).
- (8) *Florida Water Star Irrigation and Landscape Accredited Professional (AP).* A landscape or irrigation professional who has successfully passed the Florida Water Star AP exam and is in good standing with the program (Florida Water Star).
- (9) *Head-to-head spacing.* Spacing of sprinkler heads so that each sprinkler throws water to the adjacent sprinkler (Irrigation Association [IA] Glossary).
- (10) *High-volume irrigation.* An irrigation system with a minimum flow rate per emitter of more than 30 gallons per hour (gph) or higher than 0.5 gallons per minute (gpm). High-volume is usually measured as gpm (Florida Water Star).
- (11) *Irrigation professional.* Any person installing or maintaining an irrigation system in the City of Lake Wales for payment from a customer.
- (12) *Irrigation design professional.* An irrigation design professional shall include state-licensed plumbers operating within the limits of the Florida Building Code, professional engineers or landscape architects licensed by the State of Florida, Florida Water Star Irrigation and Landscape Accredited Professionals and irrigation designers certified by the Irrigation Association or the Florida Irrigation Society.
- (13) *Irrigation system.* A set of components that may include the water source, water distribution network, control components, and other general irrigation equipment

which has been installed to provide irrigation (Florida Water Star).

- (14) *Landscaped area*. The entire parcel less the building footprint, driveways, hardscapes, decks and patios, and nonporous areas (DEP Model Ordinance).
- (15) *Licensed Irrigation Professional*. An irrigation specialty contractor who obtains the irrigation specialty license from The Florida Construction Industry Licensing Board and maintains continuing education requirements.
- (16) *Low-volume irrigation*. Any emitter or sprinkler that applies less than 30 gallons per hour (gph) or 0.5 gallons per minute (gpm) (Florida Water Star).
- (17) *Matched precipitation*. Expressed in inches per hour, precipitation rate is the rate at which sprinklers apply water. Matched precipitation usually implies that all the sprinklers in a particular zone apply similar amounts of water to a given area (Florida Water Star).
- (18) *Micro-irrigation*. The application of small quantities of water directly on or below the soil surface or plant root zone, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery pipes (laterals). Micro-irrigation encompasses a number of methods or concepts, including drip, subsurface, micro-bubbler, and micro-spray irrigation, previously known as trickle irrigation, low volume or low-flow irrigation (Appendix F, Florida Building Code).
- (19) *Rotor*. Sprinkler that rotates and specifically, a gear-driven sprinkler. Often delivers a thin stream of water in a circular pattern over a longer distance with a precipitation rate from 0.1 inches per hour to 1.5 inches per hour (Florida Water Star).
- (20) *Side-strip sprinkler*. Sprinkler nozzle that sprays a long, but narrow pattern.
- (21) *Spray head*. Sprinkler head with a fixed orifice that does not rotate (Florida Water Star).
- (22) *Substantial modification*. Any modification to an existing irrigation system such that 50 percent or more of the irrigation system (by area) is replaced or altered.
- (23) *Temporary establishment irrigation*. The temporary use of irrigation for the establishment of new vegetation that shall be removed once the plants are established or within two years, which occurs first.
- (24) *WaterSense®*. A program sponsored by the U.S. Environmental Protection Agency to promote the use of water-efficient products and services (Florida Water Star).

Section 156.33 Efficient Plumbing Requirements

- (A) Contractors obtaining City of Zephyrhills Building Permits, for all new residential, commercial and institutional construction, no more than 60 days after the effective date of this Ordinance, shall incorporate WaterSense plumbing fixtures (faucets, showerheads and toilets) and ENERGY STAR appliances (clothes washer and dishwasher) into said construction. All new construction shall incorporate WaterSense plumbing fixtures and ENERGY STAR appliances prior to issuance of certificate of occupancy.
- (B) In appliances where WaterSense plumbing fixtures and ENERGY STAR appliances are not available, the fixture or appliance must meet the same flow rate as WaterSense or ENERGY STAR specs, or a written request for an exception must be submitted with the building permit application and approved by the City. For exception to be approved, a best alternative water and/or energy conservative fixture and/or appliance must be identified in the submittal.

Section 156.34 Irrigation System

(A) Design and Installation Standards

- (A) Applicability. Irrigation system design and installation standards shall apply to the following:
 - (1) All new residential, commercial, and institutional construction where a new landscape irrigation system is required.
 - (2) Where significant rehabilitation (50% or greater) of an existing landscape irrigation system will be conducted.
- (B) General.
 - (1) Nothing within this Section shall require the installation of an irrigation system. Requirements for installing irrigation systems are specified in other Articles within Chapter 23 of the Zoning, Land Use and Development Regulation and Chapter 21 of the Utilities Code.
 - (2) All irrigation systems shall be designed by an irrigation professional consistent with the irrigation systems standards and as set forth in this Section.
 - (3) All irrigation systems must be properly installed and maintained and must operate technology such as rain and/or soil moisture sensors that inhibit or interrupt operation of the irrigation systems during periods of sufficient moisture.
 - (4) Compliance with this Section shall not exempt an individual from any other local, state or federal requirements.
- (C) *System Design and Installation Standards*. Irrigation system design and installation shall be consistent with the irrigation system standards and the following requirements:
 - (1) The maximum total irrigated area on residential lots, regardless of lot size, shall not exceed 0.5 acres. This provision does not apply to temporary irrigation such as portable hoses and sprinklers.
 - (2) High-volume irrigation area shall not exceed 60 percent of the landscaped area. This standard is applicable on residential lots over 1/8 acre and commercial lots over 1/8 acre. This standard applies to common areas and open space in developments. This standard excludes vegetable gardens and fruit or nut trees on individual lots or community gardens.
 - (3) Narrow areas, four feet wide or less, shall not be irrigated unless correctly installed low-volume irrigation or correctly installed side-strip irrigation are used.
 - (4) High-volume irrigation shall not be used for trees, shrubs, or groundcover beds. Permanent micro-irrigation may be used in these areas. The City encourages the use of temporary establishment irrigation.
 - (5) Irrigation zones shall be divided according to vegetated groupings (e.g., turfgrass, shrubs, native plants, trees) and the water requirements of the plants. Turf grass and landscaped beds, such as trees, shrubs, and groundcover beds, shall not be irrigated in the same zone as each other.
 - (6) Sprinkler head types, such as spray heads and rotors, shall not be mixed in the same zone.
 - (7) Distribution equipment in each zone shall have matched precipitation rates.
 - (8) Rotors and spray sprinkler heads in turfgrass areas shall be spaced to provide head-to-head coverage.
 - (9) A minimum separation of four inches shall be required between distribution equipment and pavement.
 - (10) A minimum separation of 24 inches shall be required between distribution equipment and buildings and other vertical structures, except fences.
 - (11) Technology that inhibits or interrupts operation of the irrigation system during

periods of sufficient moisture shall be required on all irrigation systems to avoid irrigation during periods of sufficient rainfall. Examples of such devices include soil moisture sensors, weather stations, and rainfall shut off devices. The technology shall override the irrigation cycle when adequate rainfall has occurred. Technology that depends on rainfall for bypassing irrigation shall be placed where it is exposed to unobstructed natural rainfall and in compliance with section 373.62, Fla. Stat., as amended.

- (12) Permanent irrigation systems shall be equipped with an automatic control system to provide the following minimum capabilities:
 - a. Ability to be programmed in minutes, by day of week, season, and time of day;
 - b. Ability to accommodate multiple start times and programs;
 - c. Automatic shut off after adequate rainfall;
 - d. Ability to maintain time during power outages; and
 - e. Operational flexibility to meet applicable year-round water conservation requirements.
- (13) Sprinklers in low-lying areas have check valves to prevent head drainage.
- (14) Irrigation system equipment shall be installed in accordance with manufacturer's specifications.
- (15) No direct spray shall be allowed onto walkways, buildings, roadways, drives and impervious surfaces.
- (16) Pipelines shall be designed to provide the system with the appropriate pressure required for maximum irrigation uniformity.
- (17) All sprinkler heads with spray nozzles (non-rotary) shall be pressure-regulated at the head or zone valve.
- (18) All irrigation system underground piping shall have minimum soil cover of six inches.
- (19) Sprinklers shall rise above turfgrass height: a minimum of 6-inch pop-up for sprays and 4-inch pop-up for rotors for St. Augustine, Zoysia and Bahia grasses; a minimum of a 4-inch pop-up for sprays and rotors for Centipede, Bermuda and Seashore Paspalum grasses.

(B) Maintenance of Irrigation Systems

- (A) An irrigation professional responsible for installing or substantially modifying an irrigation system shall provide the property owner with a maintenance checklist affixed to or near the controller and accompanied by a recommended maintenance schedule, proper irrigation system settings according to season, recommendations for checking technology that inhibits or interrupts operation of the system during periods of sufficient moisture, filter cleaning recommendations, if applicable, and information on the current water restrictions.
- (B) A property owner shall ensure that irrigation systems on their property are inspected at least annually for leaks, overspray, maladjusted heads, and heads that may be capped due to changes in the landscape, such as maturity or changes in plants. Technology that inhibits or interrupts operation of the system during periods of sufficient moisture may need to be replaced every few years and shall be correctly functioning to be in compliance with this article. Irrigation systems with known leaks shall not be operated until the leaks are repaired, except for testing purposes.
- (C) Within 60 calendar days after landscape installation, the property owner shall ensure that the irrigation controller is adjusted to operate according to normal, established landscape conditions or irrigation restrictions, if the irrigation system is installed as part of newly established landscaping.

Section (C) Exemptions

The following are exempted from the provisions of this article, but should follow the Florida Department of Environmental Protection's applicable "Florida-Friendly Best Management Practices for the Protection of Water Resources by the Green Industries":

- (1) Bona fide agricultural activities;
- (2) Vegetable gardens and fruit and nut trees;
- (3) Athletic fields;
- (4) Golf course play areas;
- (5) Cemeteries;
- (6) Nurseries; and
- (7) Temporary establishment irrigation.

Section (D) Alternative Compliance

- (A) An applicant may submit a proposal that varies from the strict application of the requirements of this Section (also known as "alternative compliance") in order to accommodate unique site features or characteristics, utilize innovative design, prevent extraordinary hardship, or to promote the overriding public interest or general public welfare. Diminished value of property or inconvenience is not an extraordinary hardship.
- (B) An applicant seeking authorization for alternative compliance shall have the burden of demonstrating to the City the reasons why the strict application of the requirements of this Section should not apply.
- (C) Requests for alternative compliance shall be submitted as part of the irrigation system approval process.
- (D) The City may approve an alternative compliance plan upon finding that the alternative compliance plan fulfills the purpose and intent of this Section at least as well as a plan that strictly adheres to the requirements of this Section.
- (E) The City may require a site inspection and corresponding site inspection fee for systems which are installed according to a department-approved alternative compliance plan.

Section 56.35 Florida Water Star Certification Effect

Florida Water Star is a water conservation certification program for new and existing homes and commercial developments that meet specific water-efficiency criteria for indoor fixtures and appliances, landscape design and irrigation systems. Residential and commercial properties obtaining the Florida Water Star Certification will exceed conservation requirements imposed by this Section.

Upon receipt of certification from the Florida Water Star program that a residential or commercial property has obtained the Florida Water Star Certification, the City will issue the certificate of occupancy.

Section 156.3623-638 Enforcement

Violation of any provision of this article shall be subject to penalties as provided for by this Code or by local law and compliance with this article may be enforced by any remedy available to the City at law or equity.

SECTION 4. Chapter 150, Land Development Code, City of Zephyrhills Code of Ordinances; Article VII, Subsection 7.06.04.03, Irrigation Design Standards is hereby amended to include the following language:

§ 7.06.04.03 Irrigation Design Standards

The following irrigation standards shall apply to all new development, including residential (single-family, two-family and multi-family), commercial, institutional and industrial development; and where significant rehabilitation (50% or greater) of an existing landscape irrigation system will be conducted. In addition to the standards of this subsection, the requirements of Section 156.30-156.36, *Florida Water Smart Certification Required*, of the Code of Ordinances shall be applicable to all residential, commercial and institutional development. Where in conflict, the more restrictive shall apply. The following irrigation standards shall apply to all new development, including residential, commercial, institutional and industrial development, and where significant rehabilitation (50% or greater) of an existing landscape irrigation system will be conducted. In addition to these

SECTION 5. Repealer.

All ordinances and resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 6. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 7. Inclusion in Code.

It is the intent of the City Council of the City of Zephyrhills, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The Ordinance 1457-23 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of April 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Ordinance 1457-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 24th day of April, 2023.

Attest: _____
Lori L. Hillman, City Clerk _____, Council President

The foregoing Ordinance 1457-23 was approved by me this 24th day of April, 2023.

_____, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	26,883.59	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/22/2023
ACH Credit Received	272.85	Tyler0004672454	ACHCPAYMENTECH	3/22/2023
ACH Credit Received	1,308.36	Tyler0004672454	ACHCPAYMENTECH	3/22/2023
ACH Credit Received	272.85	6582716809	ACHCAMERICAN EXP	3/22/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	3/22/2023
ACH Credit Received	154.00	8.78824E+12	ACHCGLOBAL PAYME	3/22/2023
Deposit	1,114.25		DP0002100005434I	3/22/2023
Deposit	16,475.15		ICLD02401330350I	3/22/2023
Miscellaneous Credit	2,061.26		MSCR000000000111	3/22/2023
ACH Credit Received	15,128.88	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/23/2023
ACH Credit Received	310.30	Tyler0004672454	ACHCPAYMENTECH	3/23/2023
ACH Credit Received	202.37	2.01752E+14	ACHCSTATE OF FLO	3/23/2023
ACH Credit Received	226.33	2.01752E+14	ACHCSTATE OF FLO	3/23/2023
ACH Credit Received	107.00	8.78824E+12	ACHCGLOBAL PAYME	3/23/2023
ACH Credit Received	1,575.00	8.78824E+12	ACHCGLOBAL PAYME	3/23/2023
Deposit	813.88		DP0002101059073I	3/23/2023
Deposit	2,253.65		ICLD02401679022I	3/23/2023
Miscellaneous Credit	2,362.53		MSCR000000000111	3/23/2023
ACH Credit Received	19,407.30	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/24/2023
ACH Credit Received	2,783.46	Tyler0004672454	ACHCPAYMENTECH	3/24/2023
ACH Credit Received	2,100.00	24817	ACHC10L GOVDEALS	3/24/2023
ACH Credit Received	569.50	8.78824E+12	ACHCGLOBAL PAYME	3/24/2023
ACH Credit Received	233.34	8.78824E+12	ACHCGLOBAL PAYME	3/24/2023
Deposit	1,063.19		DP0002102195529I	3/24/2023
Deposit	1,911.98		ICLD02402206066I	3/24/2023
Deposit	13,674.79		ICLD02402227629I	3/24/2023
Miscellaneous Credit	1,966.32		MSCR000000000111	3/24/2023
ACH Credit Received	69,892.05	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/27/2023
ACH Credit Received	1,091.40	Tyler0004672454	ACHCPAYMENTECH	3/27/2023
ACH Credit Received	78.62	2.01752E+14	ACHCSTATE OF FLO	3/27/2023
ACH Credit Received	897.46	8.78824E+12	ACHCGLOBAL PAYME	3/27/2023
ACH Credit Received	1,028.24	8.78824E+12	ACHCGLOBAL PAYME	3/27/2023
ACH Credit Received	441.70	8.78824E+12	ACHCGLOBAL PAYME	3/27/2023
ACH Credit Received	915.02	8.78824E+12	ACHCGLOBAL PAYME	3/27/2023
ACH Credit Received	1,115.45	8.78824E+12	ACHCGLOBAL PAYME	3/27/2023
Deposit	592.85		ICLD02402822881I	3/27/2023
Deposit	894.07		DP0002103854765I	3/27/2023
Deposit	4,866.08		ICLD02402820801I	3/27/2023
Miscellaneous Credit	7,684.21		MSCR000000000111	3/27/2023
ACH Credit Received	7,547.03	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/28/2023
ACH Credit Received	10,441.40	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/28/2023
ACH Credit Received	22,868.05	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/28/2023
ACH Credit Received	18,091.52	2.01752E+14	ACHCSTATE OF FLO	3/28/2023

ACH Credit Received	24,374.97	2.01752E+14	ACHCSTATE OF FLO	3/28/2023
ACH Credit Received	216,270.39	2.01752E+14	ACHCSTATE OF FLO	3/28/2023
ACH Credit Received	122,673.10	2.01752E+14	ACHCSTATE OF FLO	3/28/2023
Deposit	1,713.17		DP0002105093329I	3/28/2023
Deposit	4,639.01		ICLD02403318754I	3/28/2023
Deposit	5,468.62		ICLD02403323205I	3/28/2023
Miscellaneous Credit	5,781.63		MSCR000000000111	3/28/2023
ACH Credit Received	23,054.94	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/29/2023
ACH Credit Received	381.81	Tyler0004672454	ACHCPAYMENTECH	3/29/2023
ACH Credit Received	1,086.93	Tyler0004672454	ACHCPAYMENTECH	3/29/2023
ACH Credit Received	1,298.54	8.78824E+12	ACHCGLOBAL PAYME	3/29/2023
ACH Credit Received	239.20	8.78824E+12	ACHCGLOBAL PAYME	3/29/2023
Deposit	335.06		ICLD02403844847I	3/29/2023
Deposit	701.60		DP0002106097037I	3/29/2023
Deposit	818.55		ICLD02403796956I	3/29/2023
Miscellaneous Credit	3,253.53		MSCR000000000111	3/29/2023
ACH Credit Received	23,425.54	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/30/2023
ACH Credit Received	1,696.38	2.01752E+14	ACHCSTATE OF FLO	3/30/2023
ACH Credit Received	1,768.27	2.01752E+14	ACHCSTATE OF FLO	3/30/2023
ACH Credit Received	1,498.00	8.78824E+12	ACHCGLOBAL PAYME	3/30/2023
ACH Credit Received	1,202.80	8.78824E+12	ACHCGLOBAL PAYME	3/30/2023
Deposit	1,661.87		DP0002107016202I	3/30/2023
Deposit	6,010.60		ICLD02404208553I	3/30/2023
Miscellaneous Credit	3,244.34		MSCR000000000111	3/30/2023
ACH Credit Received	15,872.52	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/31/2023
ACH Credit Received	321.00	Tyler0004672454	ACHCPAYMENTECH	3/31/2023
ACH Credit Received	7,216.88	2825795	ACHCCC TM PA LLC	3/31/2023
ACH Credit Received	1,726.31	2.01752E+14	ACHCSTATE OF FLO	3/31/2023
ACH Credit Received	539.99	2.01752E+14	ACHCSTATE OF FLO	3/31/2023
ACH Credit Received	10.00	2.01752E+14	ACHCSTATE OF FLO	3/31/2023
ACH Credit Received	1,601.00	25508	ACHC10L GOVDEALS	3/31/2023
ACH Credit Received	500,000.00	321002A	ACHADMINISTRATI	3/31/2023
ACH Credit Received	215.00	8.78824E+12	ACHCGLOBAL PAYME	3/31/2023
ACH Credit Received	42.60	8.78824E+12	ACHCGLOBAL PAYME	3/31/2023
ACH Credit Received	239.14	8.78824E+12	ACHCGLOBAL PAYME	3/31/2023
Deposit	25.00		DP0002108284064I	3/31/2023
Deposit	1,205.72		DP0002107895949I	3/31/2023
Miscellaneous Credit	4,577.83		MSCR000000000111	3/31/2023
ACH Credit Received	18,582.72	CITY OF ZEPHYRH	ACHCPAYMENTUS	4/3/2023
ACH Credit Received	804.37	Tyler0004672454	ACHCPAYMENTECH	4/3/2023
ACH Credit Received	133.12	2.01752E+14	ACHCSTATE OF FLO	4/3/2023
ACH Credit Received	411.95	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023
ACH Credit Received	599.20	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023
ACH Credit Received	893.00	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023
ACH Credit Received	42.60	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023
ACH Credit Received	484.30	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023
ACH Credit Received	1,098.42	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023

ACH Credit Received	14,595.31	8.78824E+12	ACHCGLOBAL PAYME	4/3/2023
Deposit	1,119.44		ICLD02405563624I	4/3/2023
Deposit	1,178.74		DP0002101545673I	4/3/2023
Deposit	3,267.47		ICLD02405465816I	4/3/2023
Deposit	26,729.75		ICLD02405126101I	4/3/2023
Miscellaneous Credit	2,373.84		MSCR000000000111	4/3/2023
ACH Credit Received	11,887.97	CITY OF ZEPHYRH	ACHCPAYMENTUS	4/4/2023
ACH Credit Received	32,363.66	CITY OF ZEPHYRH	ACHCPAYMENTUS	4/4/2023
ACH Credit Received	127,019.97	CITY OF ZEPHYRH	ACHCPAYMENTUS	4/4/2023
ACH Credit Received	2,106.93	Tyler0004672454	ACHCPAYMENTECH	4/4/2023
ACH Credit Received	20.00	2.01752E+14	ACHCSTATE OF FLO	4/4/2023
ACH Credit Received	1,219.80	6582716809	ACHCAMERICAN EXP	4/4/2023
Deposit	1,298.15		ICLD02406024215I	4/4/2023
Deposit	3,521.45		DP0002103044387I	4/4/2023
Deposit	10,285.83		ICLD02406001807I	4/4/2023
Miscellaneous Credit	5,432.45		MSCR000000000111	4/4/2023