



TO: MAYOR AND COUNCIL MEMBERS
FROM: RENÉE A. GREEN, FINANCE DIRECTOR
SUBJECT: MUNIS UPGRADE AND ASP
DATE: APRIL 23, 2013

Good Evening!

Our data base for our accounting program is now outdated and will no longer be supported by Tyler Technologies.

Since I have been here at The City of Arcadia I have noted the following:

- ✓ We are not on a real purchasing platform which requires requisitions, purchase orders and approvals by the finance director/city administrator. At this time departments are not using the requisition or purchase order system procedures which create spending without authorization which is documented.
- ✓ We need to go to a full letter size utility bill. The post office has now required that zip code barcodes be on every address. At this time we are printing labels and manually putting them on the bill. Our bills which look like post cards do not contain enough information for the customer to understand their charges and fees. Going to Tyler Forms we will be able to print letter size bills and include any additional information.
- ✓ With Tyler Forms we will also be able to electronically send purchase orders to vendors, send bills via email etc.
- ✓ Our bank accounts which we have now included a cash management account will be able to automatically integrate to each fund without manually posting transactions, which create the possibility of mistakes.
- ✓ Our cemetery accounts receivable is not on the system.
- ✓ We do not have a good disaster recovery system. The Application Service Provider (ASP) is a full built in disaster recovery service which includes back up (they do remote)

and storage of all data in off site locations. This will eliminate our own in house data servers and maintain the servers and data. This will all be completed by Tyler and will save money on our IT Services. Tyler will correct any problems.

- ✓ We do not have a good on line payment process. We have been using pay pal which charges the customer a fee for using this. With the Citizen Self Service customers will be able to access their accounts, view the data and make on line payments for no charge. Payments can be made to utility bills, business licenses, permits and other services.
- ✓ We will have automatic access to any upgrades.
- ✓ Support services needed will be much quicker which will create less down time.

Attached is a copy of the agreement. Our Attorney has reviewed the agreement. This agreement will also include 3 years of maintenance. After 3 years if we decide to change software products we can do so.

The 3 year program of maintenance is \$95,214 which is \$31,738 per year. This is within the range of all software products.

The start up fee will be: software \$15,750 (includes upgrading the data base and program, we are currently at 8.3 this will upgrade us to 10.3 which offers more and better reports, audit trails etc. Services to have Tyler convert all of our information over to the newer version and testing is \$21,175. I feel this is reasonable. Insuring a smooth transition is very important and we will not lose any data.

OK- Now for the big question--- MONEY??????????

How do we plan on paying for this??????

The upfront cost of \$36,925 will be paid from the capital improvement fund. The annual maintenance fee will be split between departments for their share of administration, accounting, and personnel expenses. Currently the finance department is not split between any departments but they perform services for all departments.

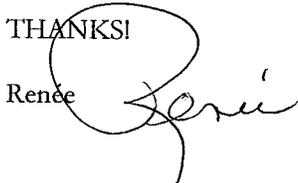
We will have savings from having not to use our IT Outsource Company due to Tyler will be performing the majority of the system problems, and since we will have very minimal hardware to maintain. Fiscal year 2012 we spent approx. \$19,000 and current year to date we have spent approx. \$10,000. This does not include any equipment purchases.

Currently we are paying Tyler \$12,845 for Maintenance and support and \$3,306 for data base support. Total of \$16,151. We will not be paying this with the new agreement. In effect saving the \$16,151 and \$19,000 = \$35,151 which is within \$1,774 of the new amount.

As soon as we approve and sign the agreement, Tyler will start working on the transition. I am hoping to have the new system up and running by the end of June.

THANKS!

Renee





Quoted By: Phil Sharp
Date: 03/14/2013
Quote Expiration: 04/08/2013
Quote Name: MUNIS Software as a Service
Quote Number: 48401

Sales Quotation For:

Ms. Renee Green
 City of Arcadia
 P. O. Box 1000
 Arcadia, FL 34265

Phone: (863) 494-2514
Fax: (863) 494-4712
Email: rgreen@arcadia-fl.gov

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-PO-SW-B	Purchase Orders - Software - B	1.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00
OF-PL-SW-B	Role Tailored Dashboard - Software - B	1.00	\$2,750.00	\$2,750.00	\$2,750.00	\$0.00
TF-AC-OS-B	Tyler Forms Processing - Software - B	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
TF-GD-GD-B	Tyler Forms-GoDocs-B	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
WEB-MSH-CR-SW-B	Citizen Self Service - Software - B	1.00	\$3,850.00	\$3,850.00	\$0.00	\$3,850.00
Total:						\$15,750.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
ASP-VPN-HDW-1002	VPN Device and Installation	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
TF-AC-IMP-B	Tyler Forms Processing - Configuration - B	2.00	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00
TF-FL-SVC-B	Tyler Forms Financial Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-HR-SVC-B	Tyler Forms Human Resources Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-UB-SVC-B	Tyler Forms Utility Billing Library - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total:						\$10,400.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-PO-CS-B	Purchase Orders - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
Total:						\$2,550.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-PO-TR-B	Purchase Orders - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
MISC-TR-001	Tyler Financials Training	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00

MISC-TR-002	UB Service Order Training	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
WEB-MOL-CR-TR-B	Citizen Self Service - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$8,225.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$10,400.00	\$2,550.00	\$8,225.00	\$0.00	\$21,175.00

Total
Training
Days: 7

Total
Consulting
Days: 2

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
ASP-LIC-CC-1001	Concurrent Users	3.00	\$5,000.00	\$15,000.00	\$0.00	\$15,000.00
FA-AC-AS-B	Accounting/GL/BG/AP - ASP - B	3.00	\$4,585.00	\$13,755.00	\$0.00	\$13,755.00
FA-PO-AS-B	Purchase Orders - ASP - B	3.00	\$1,584.00	\$4,752.00	\$0.00	\$4,752.00
HR-PM-AS-B	HR Management - ASP - B	3.00	\$3,070.00	\$9,210.00	\$0.00	\$9,210.00
HR-PR-AS-B	Payroll - ASP - B	3.00	\$5,436.00	\$16,308.00	\$0.00	\$16,308.00
OF-CRW-AS-B	MUNIS Crystal Reports - ASP - B	3.00	\$1,863.00	\$5,589.00	\$0.00	\$5,589.00
OF-MO-AS-B	MUNIS Office - ASP - B	3.00	\$1,097.00	\$3,291.00	\$0.00	\$3,291.00
OF-PL-AS-B	Role Tailored Dashboard - ASP - B	3.00	\$495.00	\$1,485.00	\$0.00	\$1,485.00
RB-AR-AS-B	Accounts Receivable - ASP - B	3.00	\$1,535.00	\$4,605.00	\$0.00	\$4,605.00
RB-BL-AS-B	Bus Licenses - ASP - B	3.00	\$1,316.00	\$3,948.00	\$0.00	\$3,948.00
RB-UB-AS-B	Utility Billing - ASP - B	3.00	\$2,871.00	\$8,613.00	\$0.00	\$8,613.00
TF-AC-ASP-B	Tyler Forms Processing - ASP - B	3.00	\$1,500.00	\$4,500.00	\$0.00	\$4,500.00
WEB-SSC-AS-TH-B	Citizen Self Service - ASP - B	3.00	\$1,386.00	\$4,158.00	\$0.00	\$4,158.00
					Total:	Total:
					\$0.00	\$95,214.00

Summary

	Fees	Maintenance
Total Software	\$15,750.00	\$95,214.00
Total Services	\$21,175.00	
Summary Total	\$36,925.00	\$95,214.00

Comments

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

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.

Tyler Forms requires, HP Brand Black / White Laser Jet Networked Printer with Static IP Address, IEEE 1284-B Compliant Parallel Port (required for check printers only), HP Jet Direct Fast Ethernet Embedded Print Server, PCL 5e Drivers Installed, Minimum Memory – 64 MB, Minimum 80 Internal TrueType Scalable Fonts, Minimum of 2 Full Input Trays (Manual Feed Tray not usable), Accommodates Letter and Legal Size Paper Stock. Note: HP printers modified with TROY brand or any other 3rd party MICR security features are not supported

for check printing.

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

Payroll Library Includes: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.

Financial Library Includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.

General Billing Library Includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 UB Receipt, 1 Lien Letter, 1 UB Delinquent Notice, 1 Door Hanger and 1 Final Utility Bill.

Permits Library Includes: Includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Occupancy/Completion.

Business License Library Includes: 1 Business License and 1 Renewal Application.

Tax Billing Library Includes: XX Tax Forms.

Tyler Forms PO Distribution to XX department printers. Additional printer distribution is extra.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

AGREEMENT

This Software as a Service (“SaaS”) agreement (“Agreement”) is made this _____ day of _____ 2013 (“Effective Date”) by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Cole Haan Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Arcadia, with offices at 23 N. Polk Avenue, Arcadia, Florida 34265 (“Client”).

WHEREAS Client and Tyler (formerly Computer Center Software) executed an agreement for Munis Software with an Effective Date of January 20, 1998 (“Original Agreement”) through which the Client obtained certain license rights to the Munis software and associated professional services; and

WHEREAS Client now wishes to have Tyler host the Tyler software presently licensed to the Client;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- a. Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 (“Investment Summary”) and related interfaces (collectively, the “Tyler Software Products”) and Tyler user guides provided in or with the Tyler Software Products (“User Guides”) for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. The grant of license is contingent on Client remitting payment of fees required under this SaaS Agreement. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW AN SaaS AGREEMENT. TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT FAILS TO REMIT ANY REQUIRED SaaS FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE TO CLIENT OF TYLER INTENT TO REVOKE THE LICENSE.
- b. Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c. The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d. Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- e. The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- f. In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manger is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the SaaS fees set forth in the Investment Summary.
3. Limited Warranty. For the purposes of this Agreement, a “Defect” is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the afore-mentioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is “Defective” if it contains a Defect. For as long as a current SAAS Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler’s then-current support call process (Tyler’s current support call process is set forth in the document attached hereto as Exhibit 3).
4. Intellectual Property Infringement Indemnification.
 - a. Tyler’s Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
 - b. Client’s Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:
 - i. Promptly notifies Tyler in writing of any such claim;
 - ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
 - c. Exceptions to Tyler’s Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:
 - i. ~~Client's~~ Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the most-current version of the Tyler Software Product made available to the Client;
 - ii. Client's combining the Tyler Software Product with devices or products not provided or recommended by Tyler;
 - iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
 - iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
 - v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
 - vi. Client's willful infringement, including Client’s continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.
 - d. Remedy.
 - i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally

- determined to be infringing and its use by Client is enjoined, Tyler will, at its election:
- a) Procure for Client the right to continue using the infringing Tyler Software Products; or
 - b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing.
- ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

SECTION B – PROFESSIONAL SERVICES

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.
2. Expenses. Tyler will invoice Client for expenses in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.
3. Additional Services.
 - a. Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates.
 - b. Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have thirty (30) calendar days from the date the estimate is provided to approve the amendment.
4. Cancellation. 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) Tyler's then-current daily fees it charges to Client's obtaining such services if Tyler is unable to re-assign its personnel.
5. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.
2. Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this SaaS Agreement, (see Limitations and Exclusions *infra*), including materials and expenses, will be billed to Client at Tyler's then current rates.
3. Maintenance Services Terms and Conditions. For as long as a current SaaS Agreement is in place, Tyler shall:
 - a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-

current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.

- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client releases of the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler SaaS Agreement. If required by Client, Third Party Products, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current prices. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

4. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support, application design, other consulting services, and support outside Tyler's normal business hours.

5. Access to Environment.

Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products hosted by Tyler in order, when necessary, to provide maintenance services set forth herein.

SECTION D – THIRD PARTY PRODUCTS

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

- a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.
- b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.
- c) The right to transfer the System Software to a replacement hardware system, if such System Software is installed on Client owned hardware, is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Client shall provide advance written notice to Tyler of any such transfer.
- d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.
- e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.
- f) Client may make copies of the System Software if installed on Client hardware, but such copies shall be for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software.

Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products being installed on Client premises; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.

b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.

c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.

b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.

c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – SOFTWARE AS A SERVICE

1. Term. The term of this Application Service Provider (“ASP”) Agreement shall be May 1, 2013 through April 30, 2016 (“Term”).

2. Hosting. Tyler shall host and make available to Client the Tyler Software Products listed in the Investment Summary.

3. Concurrent Users. The SaaS fees are based on five (5) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS Fees based upon any resulting changes in the pricing categories.
4. The Client agrees to timely pay and Tyler Agrees to accept from Client the SaaS fees listed in the Investment Summary in accord with the requirements of this Agreement. Client acknowledges that continued access to the Tyler Software Products is contingent on Client's payments of SaaS Fees as indicated in this Agreement. If Client fails to remit the SaaS Fees as required by this Agreement, Tyler shall have the undisputed right to terminate this Agreement and deny access to the hosted applications for Client following thirty (30) days written Notice of Tyler's intent to terminate.
5. For as long as a current SaaS Agreement is in effect, Tyler shall provide Client access to the Tyler Software Products then-licensed by Client in accordance with Tyler's then-current Service Level Agreement. The current Service Level Agreement is attached as Exhibit 2 to this SaaS Agreement.
6. Prices include test, training, and production databases.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date. In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.
2. Invoice Dispute.
 - a. In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice to Tyler within fifteen (15) calendar days of receipt of the applicable invoice. Client is allowed an additional fifteen (15) calendar days to provide written clarification and details. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
 - b. Any invoice not disputed as described above will be deemed accepted by Client. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice.
3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a. Within ten (10) business days of the occurrence of Force Majeure, the party whose performance

is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.

- b. Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification & Limitation of Liability.

- a. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b. Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.
- c. **Limitation of Liability.** In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. In no event, shall Tyler be liable for damages in excess of amounts paid by Client for the SaaS fees identified in the Investment Summary and paid by Client. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement. The foregoing limitation of liability is not applicable to 3rd party products. See section D ("Third Party Products") for the limitation of liability applicable to 3rd party products.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS SaaS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client will notify Tyler in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of Tyler's

receipt of written notice from Client, the following procedure will apply:

- a. Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.
- b. The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, the dispute will be referred to non-binding mediation. Thereafter, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.
9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.
10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.
12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.
14. Non-Appropriation & Termination. If Client should not appropriate or otherwise make available funds sufficient to pay the SaaS fees for the Tyler Software Products set forth in this Agreement, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler.

Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client.

Upon any termination of this SaaS, Client shall pay Tyler for all services and products delivered and expenses incurred prior to the date Tyler received Client's notice of termination.

Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.
16. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.
17. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.
18. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:
 - a. Actually received,
 - b. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
 - c. Upon receipt by sender of proof of email delivery, or
 - d. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Cole Haan Drive

Yarmouth, ME 04096
Attention: Contracts Manager

City of Arcadia
23 N. Polk Avenue
P.O Box 1000
Arcadia, FL 34265
Attention: Finance Director

19. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.
20. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with

certificates of insurance evidencing the following insurance coverage:

- a. Commercial general liability of at least \$1,000,000;
- b. Automobile liability of at least \$1,000,000;
- c. Professional liability of at least \$1,000,000; and
- d. Workers compensation complying with statutory requirements.

21. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a. At the time of the disclosure is in the public domain;
- b. After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c. A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d. A party receives from a third party who has a right to disclose it to that party; or
- e. Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

22. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

23. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

24. Shipping. Delivery will be F.O.B. shipping point.

25. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

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

27. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104

ABA: 121000248

Account: 4124302472

Beneficiary: Tyler Technologies Inc. – Operating

28. Optional Items. Pricing for optional products and services shall be valid for six (6) months from the Effective Date.
29. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.
30. Payment Terms.
- a. Payment is due within thirty (30) calendar days of invoice receipt.
 - b. Credits. The Client will receive a credit of \$8,253.80 for the fees paid by Client to Tyler under the Annual Support Agreement and the Operating System and Data Base Administration (“OSDBA”) Contract Services Agreement as itemized below and for the time frames listed:
 - i. Annual Support Agreement for the period May 1, 2013 until December 31, 2013 (\$7,702.80); and
 - ii. OSDBA Contract Services Agreement for the period May 1, 2013 until June 28, 2013 (\$551.00).

Client, at its discretion, may have such credit applied against fees payable for any products or services acquired pursuant to this Agreement.

- c. The financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein (\$132,139.00) shall be payable as follows:
 - i. License fees of \$15,750.00 will be invoiced when Tyler has made the software available for download by the Client.
 - ii. VPN Device Installation Fee (\$3,000.00) will be due as provided.
 - iii. On or before May 1, 2013 and on or before the first day of every third (3rd) month through the end of the Term, Client will remit to Tyler quarterly SaaS fees in the amount of \$7,934.50, for a three (3) year total of \$95,214.00.
 - iv. Service fees of \$18,175.00, plus expenses, will be invoiced if as they are provided and/or incurred.
 - d. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 4.
31. Original Agreement. Upon the commencement of the Term, the Original Agreement is terminated.
32. Contract Documents. This Agreement includes the following exhibits:

Exhibit 1 – Investment Summary
Exhibit 2 – Service Level Agreement
Exhibit 3 – Support Call Process
Exhibit 4 – Business Travel Policy
Exhibit 5 – Adobe End User License Agreement

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

Tyler Technologies, Inc.
ERP and Schools Division

City of Arcadia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Investment Summary



Quoted By: Phil Sharp
 Date: 03/14/2013
 Quote Expiration: 04/08/2013
 Quote Name: MUNIS Software as a Service
 Quote Number: 48401

Sales Quotation For:

Mr. Renee Green
 City of Arcadia
 P. O. Box 1000
 Arcadia, FL 34265

Phone: (863) 494-2514
 Fax: (863) 494-4712
 Email: rgreen@arcadia-fl.gov

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-PO-SW-B	Purchase Orders - Software - B	1.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00
OF-PL-SW-B	Role Tailored Dashboard - Software - B	1.00	\$2,750.00	\$2,750.00	\$2,750.00	\$0.00
TF-AC-O5-B	Tyler Forms Processing - Software - B	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
TF-GD-GD-B	Tyler Forms-GoDocs-B	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
WEB-MSH-CR-SW-B	Citizen Self Service - Software - B	1.00	\$3,850.00	\$3,850.00	\$0.00	\$3,850.00
Total:						\$15,750.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
ASP-VPN-HDW-1002	VPN Device and Installation	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
TF-AC-IMP-B	Tyler Forms Processing - Configuration - B	2.00	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00
TF-FL-SVC-B	Tyler Forms Financial Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-HR-SVC-B	Tyler Forms Human Resources Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-UB-SVC-B	Tyler Forms Utility Billing Library - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total:						\$10,400.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-PO-CS-B	Purchase Orders - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
Total:						\$2,550.00

Training

Module #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-PO-TR-B	Purchase Orders - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
MISC-TR-001	Tyler Financials Training	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00
MISC-TR-002	UB Service Order Training	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
WEB-MOL-CR-TR-B	Citizen Self Service - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$8,225.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$10,400.00	\$2,550.00	\$8,225.00	\$0.00	\$21,175.00

Total Training Days: ?
Total Consulting Days: 2

3 Maintenance

Module #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
ASP-LIC-CC-1001	Concurrent Users	3.00	\$5,000.00	\$15,000.00	\$0.00	\$15,000.00
FA-AC-AS-B	Accounting/GL/BG/AP - ASP - B	3.00	\$4,585.00	\$13,755.00	\$0.00	\$13,755.00
FA-PO-AS-B	Purchase Orders - ASP - B	3.00	\$1,584.00	\$4,752.00	\$0.00	\$4,752.00
HR-PM-AS-B	HR Management - ASP - B	3.00	\$3,070.00	\$9,210.00	\$0.00	\$9,210.00
HR-PR-AS-B	Payroll - ASP - B	3.00	\$5,436.00	\$16,308.00	\$0.00	\$16,308.00
OF-CRW-AS-B	MUNIS Crystal Reports - ASP - B	3.00	\$1,863.00	\$5,589.00	\$0.00	\$5,589.00
OF-MO-AS-B	MUNIS Office - ASP - B	3.00	\$1,097.00	\$3,291.00	\$0.00	\$3,291.00
OF-PL-AS-B	Role Tailored Dashboard - ASP - B	3.00	\$495.00	\$1,485.00	\$0.00	\$1,485.00
RB-AR-AS-B	Accounts Receivable - ASP - B	3.00	\$1,535.00	\$4,605.00	\$0.00	\$4,605.00
RB-BL-AS-B	Bus Licenses - ASP - B	3.00	\$3,316.00	\$9,948.00	\$0.00	\$9,948.00
RB-UB-AS-B	Utility Billing - ASP - B	3.00	\$2,871.00	\$8,613.00	\$0.00	\$8,613.00
TF-AC-ASP-B	Tyler Forms Processing - ASP - B	3.00	\$1,500.00	\$4,500.00	\$0.00	\$4,500.00
WEB-SSC-AS-TH-B	Citizen Self Service - ASP - B	3.00	\$1,386.00	\$4,158.00	\$0.00	\$4,158.00

Total:
\$0.00
Total:
\$95,214.00

Summary

	Fees	Maintenance
Total Software	\$15,750.00	\$95,214.00
Total Services	\$21,175.00	
Summary Total	\$36,925.00	\$95,214.00

Comments

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

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.

Tyler Forms requires, HP Brand Black / White Laser Jet Networked Printer with Static IP Address, IEEE 1284-B Compliant Parallel Port (required for check printers only), HP Jet Direct Fast Ethernet Embedded Print Server, PCL 5e Drivers Installed, Minimum Memory - 64 MB, Minimum 80 Internal TrueType Scalable Fonts, Minimum of 2 Full Input Trays (Manual Feed Tray not usable), Accommodates Letter and Legal Size Paper Stock. Note: HP printers modified with TROY brand or any other 3rd party MICR security features are not supported for check printing.

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

Payroll Library Includes: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.

Financial Library Includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.

General Billing Library Includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 UB Receipt, 1 Lien Letter, 1 UB Delinquent Notice, 1 Door Hanger and 1 Final Utility Bill.

Permits Library Includes: Includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Occupancy/Completion.

Business License Library Includes: 1 Business License and 1 Renewal Application.

Tax Billing Library Includes: XX Tax Forms.

Tyler Forms FO Distribution to XX department printers. Additional printer distribution is extra.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

Exhibit 2

Service Level Agreement

I. Agreement Overview

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the SaaS Agreement.

This SLA outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that the Client has contracted with Tyler to provide. All other Client support services are documented in the Support Call Process exhibit to the SaaS Agreement.

II. Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from a Client’s applications, content or equipment, or the acts or omissions of any of Client’s service users or Client’s third-party providers over whom Tyler exercises no control.

Defect: Any failure of the licensed software that is recognized as a "defect" under the agreement through which Client licenses the Tyler software.

Downtime: Those minutes during which the software products set forth in the SaaS Agreement are not available for any type of Client use. Downtime does not include those instances in which only a Defect is present.

Force Majeure: An event beyond the reasonable control of Tyler, including governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by the party.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of Tyler’s applications is intended to be 24/7/365. Tyler sets Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Client Responsibilities

Whenever a Client experiences Downtime, that Client must make a support call according to the procedures outlined in the Support Call Process exhibit. The Client will receive a support incident number.

To track attainment, the Client must document, in writing, all Downtime that it has experienced during a billing cycle. The Client must deliver such documentation to Tyler within 30 days of a billing cycle’s end.

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

b. Tyler Responsibilities

When Tyler's support team receives a call from a Client that a Downtime has occurred or is occurring, Tyler will work with the Client to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). Tyler will also work with the Client to resume normal operations. Upon timely receipt of a Client's Downtime report, outlined above in Section III (a), Tyler will compare that report to Tyler's own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

Tyler will respond to a Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled.

Every billing cycle, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Client Relief Schedule

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

A Client may request a report from Tyler that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

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

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with the Client.

V. Force Majeure

The Client will not hold Tyler responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with the Client a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Tyler's request for relief pursuant to this Section. The Client will not unreasonably withhold its acceptance of such a request.

Exhibit 3

Support Call Process

Client Support

Tyler Technical Support Department for Munis®

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for Munis is divided into multiple teams: Financials, Payroll/HR/Pension, Tax/Other Revenue and Collections, Utility Billing and Collections, OS/DBA (Operating System and Database Administration), and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-8:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-8:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-5:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily calls incoming*, which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- A phone number where you can be reached
- The details of the issue or question you have (i.e.: program, • process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call (often Support will call back within an hour of receiving your message)

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press 0 to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers, review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.

Priority 2 Call — issue is severe, but there is a work around the client can use.

Priority 3 Call — issue is a non-severe support call from the client.

Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	Michelle Madore (michelle.madore@tylertech.com)	(X4483)
Payroll/HR/Pension Team	Sonja Johnson (sonja.johnson@tylertech.com)	(X4157)
Tax/Other Revenue/Utility Billing Team	Steven Jones (steven.jones@tylertech.com)	(X4255)
OS/DBA Team	Ben King (ben.king@tylertech.com)	(X5464)
TylerForms & Reporting Services	Michele Violette (michele.violette@tylertech.com)	(X4381)

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources

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

Munis Internet Updater (MIU): Allows you to download and install critical and high priority fixes as soon as they become available.

Release Admin Console: Allows you to monitor and track the availability of all development activity for a particular release; right from inside Munis.

Knowledgebase: A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool

Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration

Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site

Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates

Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)

Priority 2 Incidents — Weekly Updates

Priority 3 Incidents — Bi-weekly Updates

Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit 4

Business Travel Policy Summary

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on the trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance-Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates range from \$46 to \$71. A complete listing is available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00* p.m.	Breakfast, lunch and dinner

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as

follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00* p.m.

*7:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Entertainment

All entertainment expenses must have a business purpose; a business discussion must occur either before, after or during the event in order to qualify for reimbursement. The highest-ranking employee present at the meal must pay for and submit entertainment expenses. An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee cannot claim a per diem for that same meal.

6. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: April 1, 2012

Exhibit 5

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

Tyler Technologies, Inc.
ERP and Schools Division

City of Arcadia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Quoted By: Phil Sharp
Date: 03/14/2013
Quote Expiration: 04/08/2013
Quote Name: MUNIS Software as a Service
Quote Number: 48401

Sales Quotation For:

Ms. Renee Green
 City of Arcadia
 P. O. Box 1000
 Arcadia, FL 34265

Phone: (863) 494-2514
Fax: (863) 494-4712
Email: rgreen@arcadia-fl.gov

1 Software

Model #	Description	Quantity	Price	Extended Price	Discount	Software Total
FA-PO-SW-B	Purchase Orders - Software - B	1.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00
OF-PL-SW-B	Role Tailored Dashboard - Software - B	1.00	\$2,750.00	\$2,750.00	\$2,750.00	\$0.00
TF-AC-OS-B	Tyler Forms Processing - Software - B	1.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
TF-GD-GD-B	Tyler Forms-GoDoes-B	1.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
WEB-MSH-CR-SW-B	Citizen Self Service - Software - B	1.00	\$3,850.00	\$3,850.00	\$0.00	\$3,850.00
Total:						\$15,750.00

2 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
ASP-VPN-HDW-1002	VPN Device and Installation	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
TF-AC-IMP-B	Tyler Forms Processing - Configuration - B	2.00	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00
TF-FL-SVC-B	Tyler Forms Financial Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-HR-SVC-B	Tyler Forms Human Resources Library - B	1.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00
TF-UB-SVC-B	Tyler Forms Utility Billing Library - B	1.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total:						\$10,400.00

Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-PO-CS-B	Purchase Orders - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
OF-PL-CS-B	Role Tailored Dashboard - Consulting - B	1.00	\$1,275.00	\$1,275.00	\$0.00	\$1,275.00
Total:						\$2,550.00

Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-PO-TR-B	Purchase Orders - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
MISC-TR-001	Tyler Financials Training	3.00	\$1,175.00	\$3,525.00	\$0.00	\$3,525.00

MISC-TR-002	UB Service Order Training	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
OF-PL-TR-B	Role Tailored Dashboard - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00
WEB-MOL-CR-TR-B	Citizen Self Service - Training - B	1.00	\$1,175.00	\$1,175.00	\$0.00	\$1,175.00

Total:
\$8,225.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$10,400.00	\$2,550.00	\$8,225.00	\$0.00	\$21,175.00

Total
Training
Days: 7

Total
Consulting
Days: 2

3 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
ASP-LIC-CC-1001	Concurrent Users	3.00	\$5,000.00	\$15,000.00	\$0.00	\$15,000.00
FA-AC-AS-B	Accounting/GL/BG/AP - ASP - B	3.00	\$4,585.00	\$13,755.00	\$0.00	\$13,755.00
FA-PO-AS-B	Purchase Orders - ASP - B	3.00	\$1,584.00	\$4,752.00	\$0.00	\$4,752.00
HR-PM-AS-B	HR Management - ASP - B	3.00	\$3,070.00	\$9,210.00	\$0.00	\$9,210.00
HR-PR-AS-B	Payroll - ASP - B	3.00	\$5,436.00	\$16,308.00	\$0.00	\$16,308.00
OF-CRW-AS-B	MUNIS Crystal Reports - ASP - B	3.00	\$1,863.00	\$5,589.00	\$0.00	\$5,589.00
OF-MO-AS-B	MUNIS Office - ASP - B	3.00	\$1,097.00	\$3,291.00	\$0.00	\$3,291.00
OF-PL-AS-B	Role Tailored Dashboard - ASP - B	3.00	\$495.00	\$1,485.00	\$0.00	\$1,485.00
RB-AR-AS-B	Accounts Receivable - ASP - B	3.00	\$1,535.00	\$4,605.00	\$0.00	\$4,605.00
RB-BL-AS-B	Bus Licenses - ASP - B	3.00	\$1,316.00	\$3,948.00	\$0.00	\$3,948.00
RB-UB-AS-B	Utility Billing - ASP - B	3.00	\$2,871.00	\$8,613.00	\$0.00	\$8,613.00
TF-AC-ASP-B	Tyler Forms Processing - ASP - B	3.00	\$1,500.00	\$4,500.00	\$0.00	\$4,500.00
WEB-SSC-AS-TH-B	Citizen Self Service - ASP - B	3.00	\$1,386.00	\$4,158.00	\$0.00	\$4,158.00
Total:						\$0.00
Total:						\$95,214.00

Summary

	Fees	Maintenance
Total Software	\$15,750.00	\$95,214.00
Total Services	\$21,175.00	
Summary Total	\$36,925.00	\$95,214.00

Comments

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

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.

Tyler Forms requires, HP Brand Black / White Laser Jet Networked Printer with Static IP Address, IEEE 1284-B Compliant Parallel Port (required for check printers only), HP Jet Direct Fast Ethernet Embedded Print Server, PCL 5e Drivers Installed, Minimum Memory – 64 MB, Minimum 80 Internal TrueType Scalable Fonts, Minimum of 2 Full Input Trays (Manual Feed Tray not usable), Accommodates Letter and Legal Size Paper Stock. Note: HP printers modified with TROY brand or any other 3rd party MICR security features are not supported

for check printing.

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

Payroll Library Includes: 1 PR Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c and 1099R.

Financial Library Includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.

General Billing Library Includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.

Utility Billing Library includes: 1 Utility Bill, 1 Assessment, 1 UB Receipt, 1 Lien Letter, 1 UB Delinquent Notice, 1 Door Hanger and 1 Final Utility Bill.

Permits Library Includes: Includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Occupancy/Completion.

Business License Library Includes: 1 Business License and 1 Renewal Application.

Tax Billing Library Includes: XX Tax Forms.

Tyler Forms PO Distribution to XX department printers. Additional printer distribution is extra.

Customer Approval: _____

Date: _____

Print Name: _____

P.O. #: _____

All primary values quoted in US Dollars

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ADOBE CENTRAL OUTPUT SOFTWARE
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.	City of Arcadia, FL
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



Munis® Citizen Self Service

In today's busy world, people expect greater access to information and services—and they expect their business to be transacted easily, completely, and fast. Whether it's a citizen paying taxes, checking and paying utility bills, or filing a non-emergency request—quick, confidential, and accurate response is critical. As a local government administrator, you need to respond to these expectations while struggling with tight budgets and increasing demands for service. Fortunately, Tyler has the solution: Munis Citizen Self Service. With more than 30 years delivering excellent solutions for the public sector, a 98% retention rate, and 9,000 clients, Tyler has the experience, service, and innovative solutions to meet your needs.

How it Works

Your citizens can easily access your organization's customized Web sites anytime, anywhere—through a secure Internet connection. Flexible hosting options allow you to choose the hosting requirement that best suits your needs.

Tyler offers two options:

- Tyler: hosts all needed hardware and software, and manages all traffic. Data is passed between your server and the Tyler Data Center in Falmouth, Maine through a secure connection, and then on to the requesting party.
- Self-hosting: allows you to leverage your existing infrastructure and personnel to manage the Web site locally.

Munis Self Service Advantages

Munis Citizen Self Service offers continuity, because it actively extracts information directly from the Munis database. Web site information is current because of the direct connection to your Munis data—in other words, information is reflected in real-time. What's more, Tyler provides both software and Munis Self Service support by trained Help Desk professionals, who assist you with any of your issues.

...continued on reverse

Is staff spending too much time responding to routine requests for information?

Alleviate these demands, and provide citizens with access to key information—conveniently and securely through the Internet. Anytime, from anywhere.

Empowering people who serve the public™



For more information, visit
www.tyler-tech.com
or email
info@tyler-tech.com

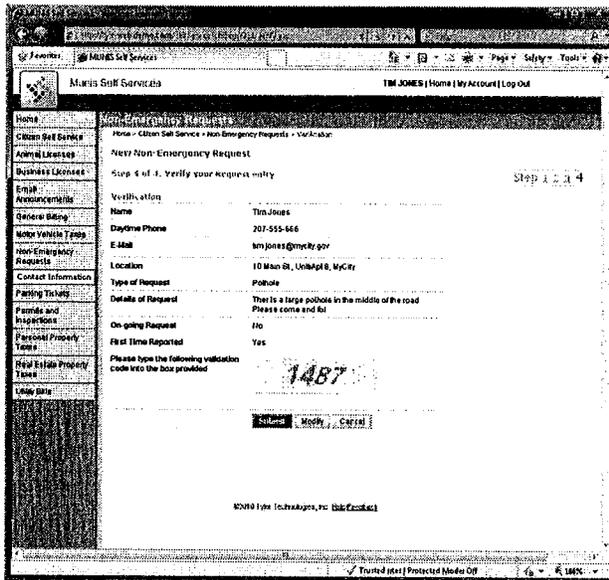
Munis® Citizen Self Service

Citizen Self Service

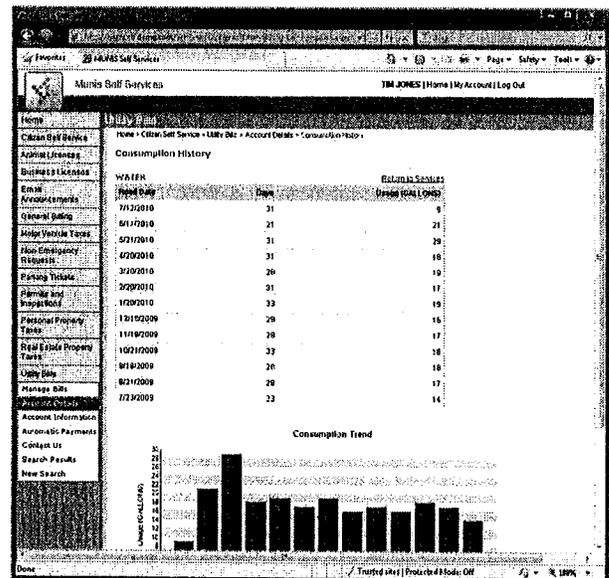
Citizen Self Service (CSS) gives residents web-based access to municipal services and information. Access is gained by entering information, such as addresses, account number, or name. Citizens may view official records on-line, view or pay various bills and invoices with a credit card or bank account, or make Non-Emergency Requests of specific municipal departments.

- View Bill & Apply Payments
 - » Real Estate Tax
 - » Utility Bills
 - » Personal Property
 - » Business Licenses
 - » Motor Vehicle
 - » Animal Licenses

- Inquiries
 - » View Documentations such as Annual Reports, Meeting Minutes, Agenda, and more
 - » Access Resources: View uploaded documents and links to other web pages
- Applications & Transactions
 - » Non-Emergency Requests
 - » Citizen Service Request
 - » Block specific IP addresses to prevent overuse and abuse of system



MUNIS Citizen Self Service citizen request screen view



City of Arcadia, FL

Software as a Service (SaaS) Benefits

What is SaaS?

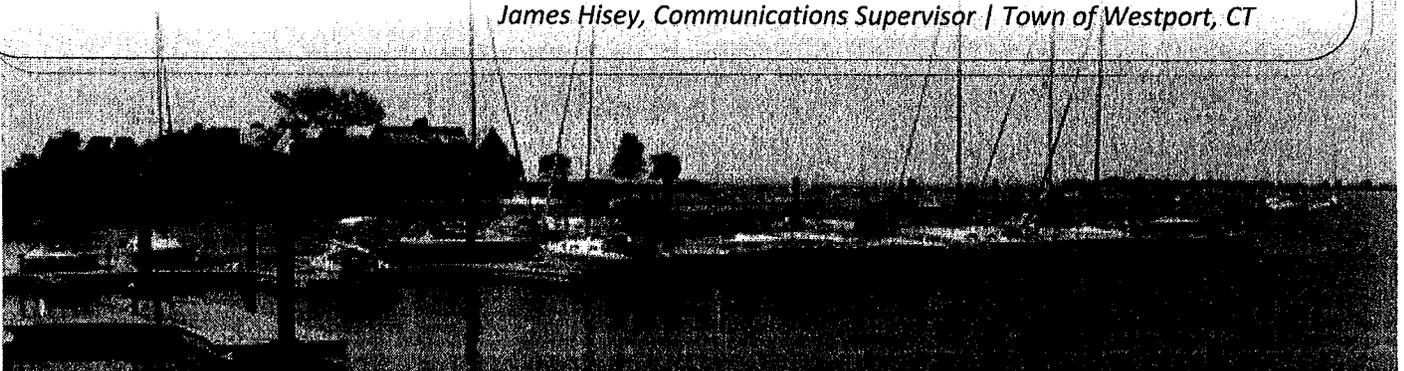
Also known as ASP and Cloud Computing, SaaS is not a new concept. In short, our SaaS solution allows organizations to utilize Munis ERP software that is hosted and administered by Tyler Technologies at a remote data center—over an Internet connection via a dedicated Virtual Private Network or VPN device. This connection is used to transmit data between the client workstation and the application or database servers. According to Gartner, a leading IT research firm, the annual cost to own and manage software applications can be up to four times the cost of the initial purchase. SaaS clients are offered a number of services, including application and database administration, server hardware and operating systems, and integration support—all for one price. Hardware and technical expertise provided by SaaS is spread over multiple clients, and often provides a higher level of quality that cannot be cost-justified by any one client.

The SaaS model is unique and powerful in its ability to meet a variety of end-user needs. For instance, clients using the SaaS service experience benefits such as shortened implementation periods and cost savings from off-site IT services. In fact, the overall lowered cost of ownership sets the SaaS solution widely apart from traditional client-managed operations. The typical organization's cost-of-business overhead to run, maintain, and upgrade its own software and hardware is eliminated—thus enabling the organization to meet their application needs with minimal associated operating and capital expenditures.

The result: each SaaS client enjoys all the service and functional benefits of a self-administered organization—with reduced risk and the added value of Tyler experts handling the maintenance and management of your ERP solution.

Westport chose Tyler's [SaaS] solution because it assures the most up-to-date products. Of equal importance is the fact that it will save us time and resources on the IT side, eliminating the need to hire personnel to manage the Munis system and install new equipment related to it. Tyler will handle these tasks for us, allowing us to concentrate on other initiatives. Tyler has an exceptional client retention rate for its Munis SaaS agreements—this reflects the quality and value of the services they provide.

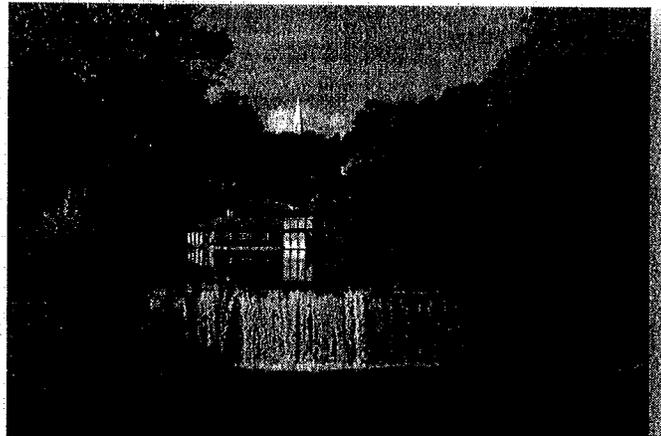
James Hisey, Communications Supervisor | Town of Westport, CT



What are your SaaS Benefits?

The SaaS benefits are considerable, from operating costs and hardware expense, to maintaining the latest technology and IT training to keep your staff current. Additionally you'll benefit from:

- Multi-year, fixed rate contract = **no hidden costs.**
- Multiple layers of redundancy to ensure no single point of failure.
 - power systems
 - highly available database infrastructure
 - backup replication
 - redundant network layers
 - SAN storage
 - multiple cooling systems
- Off-site back up: Full built-in Disaster Recovery Services (including backup and storage of all system, data and image files in a secure off site location) so no need to worry about hardware failure, botched backup, natural disaster, etc.
- Insulates you from technology changes: DB, hardware, licensing =
 - No depreciation of hardware; as technology and ERP requirements become more complex with additional features, we maintain your environment
 - Always up to date with the application and technology, no need to worry about future hardware purchases and maintenance, no future database upgrades/conversions
 - No need to retrain your staff as technology advances; built-in OSDBA Services
- We perform all hardware and software maintenance and upgrades, but you decide when based on your schedule.
 - SaaS frees up your IT resources to focus on other projects
 - Energy costs are reduced
 - No repair, upgrade or maintenance responsibilities
- SaaS allows users to work from any internet access point with unlimited SSL VPN connections.



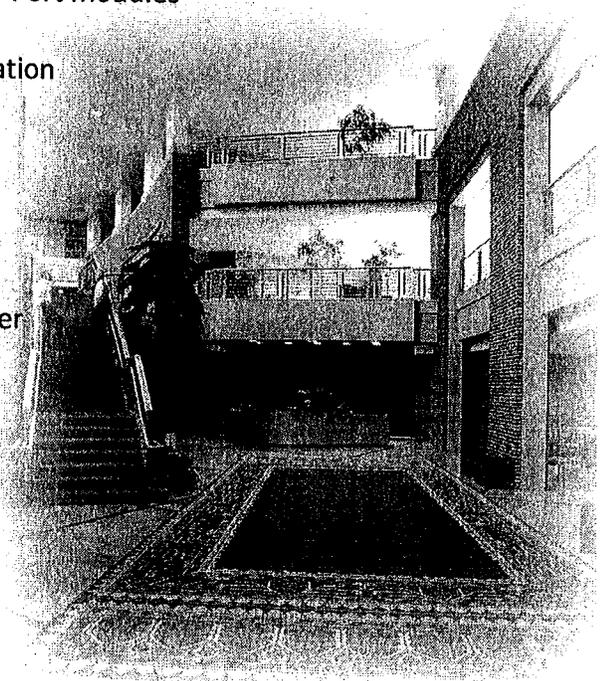
Both large and small SaaS clients benefit from SaaS—but sites, like Arcadia, are in a position to receive enhanced support and service when opting for the SaaS solution. And like them, the City will get all the plusses of the Munis Data Center without having to invest large amounts of money purchasing and maintaining hardware, software and other infrastructure. With SaaS you can shift the daily support to us, and free up your IT staff to focus on more value-add tasks—thereby lending increased value to your bottom line.

Where is our data currently maintained?

Tyler Technologies designed and built the original Munis Data Center in 2000 from the ground up, and our Yarmouth facility is the latest Tyler-owned data center to come online. This state-of-the-art facility incorporates the latest technology, and continues to be maintained 100% by Tyler's in-house team of SaaS experts including analysts, engineers, Webmaster, System Administrator and Database Administrator. These are professionals who work for Tyler, and understand Munis, the technology, SaaS and Disaster Recovery practices and procedures, and our clients' needs and requirements. What's more, Tyler invests \$500,000—\$1,000,000 annually to keep hardware connections, data storage and infrastructure running optimally for our SaaS clients.

Overview of the Yarmouth, Maine Munis Data Center

- PCI compliant
- 86TB IBM XIV primary DB storage
- Brocade 5300 80 port, 4G SAN switches
- VMware vSphere V5 Enterprise Plus
- VMware vCenter Server
- Cisco Unified Computing System (Cisco UCS)
 - 11 - B230 M2 Blades (20 core, 512G RAM per blade)
 - 2 - Cisco 2140 Fabric Interconnects with Fiber Port modules
 - 6 -Cisco 2140 I/O modules
 - 3 – chassis, 24-server capable initial configuration
 - Windows 2008 R2 and SQL Server 2008 R2 database foundation
- I386 Tapeless Backup Solution
- Redundant backup center in Dallas TX as well as emergency services on call with RackSpace
- Dallas center located at DataBank, a Tier-1 data center
- VPN Device
- Industry-leading network equipment from Cisco Checkpoint at both locations.



- You receive disaster recovery testing to ensure success.
- We help troubleshoot network, communication, or ISP issues.
- Data Center is audited for compliance and data security.
- Data Center is maintained to meet 99% uptime as part of contracted Service Level Agreement (SLA) during GREEN availability times (6am—9pm) M-F and (6am—3PM) Saturday; other times are indicated as Yellow availability where we expect the system to be available but do not provide guarantees.
- Who best to maintain your Financial information than the people who develop and support it? The Munis SaaS operations team collectively has more than 100 years of Munis system administration experience.
- In the event that we need to run your Payroll, print bills, and so forth we also will store your paper stock here at the data center— just ask Biloxi, Mississippi.

In the aftermath of Hurricane Katrina, the Tyler Disaster Recovery Services proved its worth to the City. The Tyler team had already reconstituted Biloxi's database on their servers, anticipating that Biloxi would need to use the Disaster Recovery Service. A base payroll was discussed with a follow-up call planned for the next day. When the follow-up call was made, Tyler had already processed the payroll. With no package delivery or postal service available in Biloxi, Tyler found a UPS store in Mobile, Alabama that would accept delivery and hold the package for pickup. The payroll department was able to verify checks and do an early payroll distribution.

Tom Reno, Database Manager | City of Biloxi, MS

Munis SaaS = Disaster Avoidance = Peace of Mind

What About...? (FAQs)

- Are the SaaS fees in addition to my current maintenance fees?
 - No. The SaaS fees replace all your current ERP fees (support maintenance, licensing, OSDBA, Disaster Recovery, etc.)

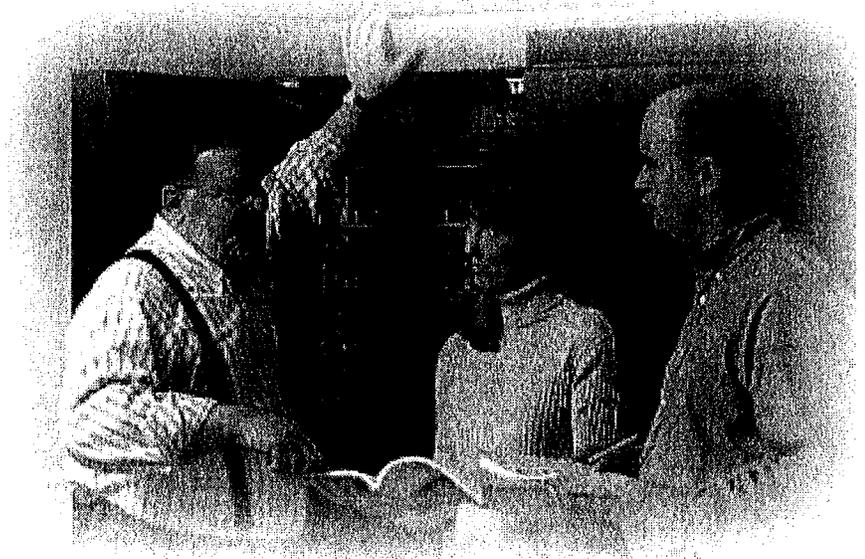
- What is the necessary bandwidth required to be a Munis SaaS client?
 - The City will be required to have 25kbs per concurrent user. Most of our clients now have backup ISP's—this is ideal, but not necessary.

- Will my users need training once we go live with SaaS?
 - Not at all. Your users will continue to run Munis just like they do today. The look and feel of the system does not change when the city moves from self-hosting to Munis SaaS.

- Will the City of Arcadia be forced to be on the latest version of the software at all times?
 - No. You still determine which version of the software you want to be on, and when you want to upgrade. The difference: Tyler's Munis SaaS staff will "do the heavy lifting" for you now.

- Is the Data Center audited?
 - Yes. And because Tyler's payroll also is run through the Munis Data Center, we are required by the Sarbanes-Oxley Act to do a full annual audit. We are also in the process of an SSAE 16 audit, to be published by 12/31/12.

- What happens after the 3-year contract term expires?
 - Prior to expiration, your Munis sales representative will renew your site for another 3-year term. For budgeting purposes, you can assume costs will increase 5% between three-year terms. Once again, your costs are locked in at that rate for the full three-year period.





TO: MAYOR AND COUNCIL MEMBERS
FROM: RENÉE A. GREEN, FINANCE DIRECTOR
SUBJECT: SANITATION SOLID WASTE ENTERPRISE FUND
DATE: 04/16/2013

Mayor and Council Members:

We will begin our budget process for the new year 2013 – 2014 soon. For the next fiscal year 2013-2014 I would like to ask the Mayor and Council to approve forming an enterprise fund for the sanitation/solid waste fund.

We currently have two Enterprise (Proprietary) funds, the water/sewer fund and the airport fund. These funds are used to account for services rendered to the citizens and are paid for by the citizens who use them. These funds operate similar to a business.

A separate budget is prepared for the fund using the estimated revenues from the fund and not from the general fund which is funded by taxes and other non ad- valorem assessments. Doing so does not burden the tax payer who does not utilize the service.

At the present time, the sanitation/solid waste (garbage) fund is included in the general fund which means that this could be subsidized by the general fund revenues.

I am asking that the Council to approve to have our attorney move forward in creating this fund. All of the assets attributed to this process will be transferred/contributed by the general fund.

Attached is some information concerning enterprise funds.

Thanks!


Renée

[Print Article](#)



Discover the expert in you.

Definition of a Proprietary Fund

By Rod Howell, eHow Contributor

A proprietary fund is an account in which certain transactions by the government and many nonprofit organizations are handled. The services that are accountable by these funds are not relative to the services that are considered to be entitled to their clients. Therefore, these accounts operate similar to a business model. The services that fit into a proprietary fund are grouped by similarities to evaluate their performance.

The Facts

Proprietary funds are accounts that are part of the accounting practices of a government and other nonprofit organizations. These funds call for the services rendered under these accounts to be paid for by their patrons who use them, basically working like a business. Although the model can result in a profit or loss for the company, most operating a proprietary fund aren't eligible to make a profit. Therefore, the ideal situation is for its costs to balance out with its revenue.

Benefits

Having a proprietary fund keeps track of services that are important but not a requirement to run a business. With the services depending on variables of consumption and other costs such as gas, food and wages, it's sensible for this fund to operate in a business manner. Also, by deferring the costs of providing service to the consumer who benefits from using them, it doesn't burden the taxpayer or company whose margin for operation can be minimal.

Types

There are two types of proprietary funds used within a government model: enterprise and internal service funds. Enterprise funds operate by creating a cash flow to pay for the services by issuing fees and charges. Examples of services in an enterprise fund are water and sewer services, and cafeteria services in school districts. Internal service funds account for the costs of companies assets. This account values the depreciation and pays for the

repair costs of these assets as well. Computers, copiers and company vehicles are assets monitored under this account.

Considerations

Unlike most funds within the government and nonprofit sector, proprietary funds don't get their recovery costs from taxes. Instead, they're paid through their services or goods. They are dependent on the fees and charges they issue to their clients. The equipment used to provide these services often require maintenance and repair. These costs, along with the depreciation value, are monitored and recorded. The values are published with the fund's yearly statement.

Function

Proprietary funds are used to help pay for services without using monies set aside for regular operation. By utilizing the principles that are similar to a private business, the business is able to pay for services that aren't considered to be entitled to its customers. The company charges and asserts fees that would generate income to pay for its services. This method allows companies to decide what should be replaced or upgraded--or whether fees and charges warrant an increase--by evaluating performance.

Resources

- [Read this Article in Spanish](#)
- [The Importance of Government "Fund" Accounting](#)

RESOLUTION NO. 2013-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, REGARDING THE AIRPORT; AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2009-8 AND AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2009-20; ESTABLISHING THE AIRPORT ADVISORY COMMITTEE AND THE PROCEDURES AND RULES GOVERNING SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 5, 2009, the City Council of the City of Arcadia adopted Resolution No. 2009-8 which established the Airport Advisory Committee; and

WHEREAS, it came to the attention of the City that the Committee's efforts and the City's day-to-day operations are hampered by the inclusion of the City Administrator as an ex officio member of the Committee as the state's Government-in-the-Sunshine Law prevents the Administrator from discussing many airport-related matters with other members of the Committee except at noticed meetings of the Committee; and

WHEREAS, it was never the intent of the City Council for such problems to arise; and

WHEREAS, the City Council amended and restated in its entirety Resolution No. 2009-8 by Resolution No. 2009-20.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, AS FOLLOWS:

Section 1. Establishment of the Airport Advisory Committee. The Airport Advisory Committee is hereby established as follows:

(1) This Committee shall be advisory only and may be abolished, disbanded, or reorganized at any time by the Council pursuant to an amendment to this resolution. The Committee's purpose is to advise the City Administrator regarding the development of the airport and adjacent property. All findings and recommendations of the Airport Advisory Committee will be directed to the City Administrator for consideration.

(2) The City Council shall appoint members to the Committee by motion made at a public meeting. The motion may provide for the term of office of each member, and the terms of office may be staggered, all in the sole discretion of the City Council. All Committee members serve without pay.

(3) Open positions for members of the Committee shall be announced at a City Council meeting and may be advertised in a manner determined by the City Administrator. Applicants for such positions shall follow the procedures set by the City Council and the City Administrator regarding advisory board applications and shall provide assurances to the Council of the lack of conflicts and potential conflicts of interest.

(4) The Committee should be comprised of at least three (3) and no more than five (5) members. At least two (2) members shall be residents or business owners in the City, and at least one (1) other member shall be a resident or business owner in the unincorporated area of De Soto County.

(5) The duties of the advisory committee are:

1. Study the Airport Master Plan and make recommendations, when necessary, of methods to accomplish said plan over the next five years.
2. Study the Airport Minimum Standards and make recommendations, when necessary, of methods to

improve or implement the standards.

3. Study and make recommendations regarding future leases, business agreements and event proposals.
4. Study the economic feasibility of various land uses of adjacent property and, in particular, the use of said land for aeronautical, industrial or commercial use.
5. Study and make recommendations in the preparation of the annual budget in order to understand the financial condition of the airport.

(6) The City Administrator shall act as a liaison between the Board and the Council.

(7) The Committee shall follow any meeting procedures adopted by the City Council or in absence of same or where same are silent by the most recent edition of Robert's Rules of Order. Unless a quorum of members is present, the Committee shall not take formal action but may meet to hear presentations. Meetings shall be scheduled in the discretion of the Committee or at the request of the City Council or the City Administrator.

(8) Staff, administrative, and facility support for the Committee shall be provided by a city department designated by the City Administrator. Minutes of the meetings of the Committee shall be kept by the City Recorder. The City Attorney shall provide all legal services to the Committee but only as specifically directed, from time to time, by the Council or City Administrator; provided, however, the City Attorney shall not be required to undertake or continue representation of the Committee where to do so would, in the opinion of the Attorney, conflict with his representation of the City Council or constitute a violation of the Rules Regulating the Florida Bar.

(9) A member of the Committee may resign at will or be removed at any time by the City Council. Should any member of the Committee resign or be removed before completion of his/her term, the City Council shall appoint a new member for the remainder of such member's term following the procedure included herein above.

Section 2. Amendment and Restatement of Resolution No. 2009-8. Resolutions No. 2009-8 and 2009-20 are hereby amended and restated in its entirety by this Resolution.

Section 3. Effective Date. This Resolution shall be take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,
with a quorum present and voting this 23rd day of April, 2013.

CITY OF ARCADIA, FLORIDA

By Mayor: _____

Keith Keene

ATTEST: _____
Gia Lancaster, City Clerk

APPROVED AS TO FORM:

Thomas J. Wohl, City Attorney

RESOLUTION NO. 2013-09

A RESOLUTION OF THE CITY OF ARCADIA, GRANTING JAMES BUSHOUSE, INC., A SPECIAL EXCEPTION TO PERMIT RESIDENTIAL LAND USES WITHIN A COMMUNITY BUSINESS (B-1) ZONING DISTRICT AS PROVIDED FOR WITHIN SECTION 110-547, ARCADIA CODE OF ORDINANCES, ON PROPERTY LOCATED AT 216 EAST MAGNOLIA STREET, ARCADIA, FLORIDA.

WHEREAS, James Bushouse, Inc., (hereinafter referred to as the 'Applicant') has requested conditional use permit approval to allow a special exception to zoning standards which restrict certain residential uses for property located at 216 East Magnolia Street (see Exhibit A); and

WHEREAS, the Applicant represents, the tenant and property owner of said property (Parcel ID No. 25-37-24-0012-0490-0040); and

WHEREAS, the special exception is sought to overcome restrictive standards for certain residential land uses established within the Community (B-1) zoning district standards of the Arcadia Code of Ordinances; and

WHEREAS, Section 110-547, Permitted Uses and Special Exception Uses in Non-Residential Districts, restricts "dwelling unit within principal building" as a permitted use by special exception as opposed to a by right land use; and

WHEREAS, the Applicant wishes to alter a principal building primarily engaged in business office activities to include a mixed used component which would include certain residential uses within the subject property,

WHEREAS, the Applicant has included a site development plan and interior remodeling plan (Plan Sheets Nos. A-1, A-2, A-3) which would increase the size of the building structure and intensity of uses within the subject property; and

WHEREAS, review of site and building plan sheets confirm proposed building structural expansion is 880 square feet, and interior alteration would provide three residential dwellings in addition to proposed reduction in size of interior space devoted to business office use; and

WHEREAS, the subject property lies within a well established major activity center as identified through the Arcadia Future Land Use Map and designation on Arcadia Zoning Map; and

WHEREAS, the Arcadia Comprehensive Plan, Future Land Use Map Element, specifically encourages mixed land use strategies and the conversion of land uses to permit affordable housing opportunities for Arcadia's workforce; and

WHEREAS, the proposal as presented in Applicant's special exception petition includes detailed site plan, building plan, parking, landscape and buffering, and level-of-services for water and sewer utilities, can be supported by City staff technical review as meeting or exceeding Arcadia land development regulation standards with minimal impact to surrounding properties,

WHEREAS, notice of the Public Hearing was advertised in the Arcadian, public notice was mailed to all parcels located within 300 feet of 216 East Magnolia Street; and

WHEREAS, the Planning and Zoning Board, acting as the Board of Adjustment, conducted a public hearing on the request for special exception on Tuesday, April 9, 2013, after due consideration and necessary findings did make a favorable and unanimous motion of approval to recommend to the City Council granting the petition approval; and

WHEREAS, based on the evidence, testimony, exhibits, comments of the City of Arcadia City Council, and comments from all interested parties, this Council finds as follows:

1. That the public notice of this hearing was provided as required by law.
2. The location, nature and height of each building, wall and fence, the nature and extent of landscaping on the site and the location, size, nature, and intensity of each phase of the use and its access streets will be compatible with the appropriate and orderly development of the district in which it is located;
3. Operations related to the use will be no more objectionable with regard to noise, fumes, vibration, or light to nearby properties than operations in permitted uses.
4. The proposed use will not conflict with an existing or programmed public facility, public service, school, or road.
5. The applicant has presented sufficient evidence of public need for the use.
6. The applicant has presented sufficient evidence that he meets and will be able to maintain adherence to the criteria for the specific use.

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

Section 1. The special exception request to permit residential dwellings within a B-1 zoning district is hereby granted for the property located at 216 East Magnolia Street.

Section 2. Development activity for the site and building plan alterations shall be consistent with exhibits Nos. A-1, A-2, and A-3, included as part of the Applicant's application, dated January 10, 2013, and on file with the City,

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

Section 4. A certified copy of this Resolution shall be duly recorded in the public records of DeSoto County, Florida

INTRODUCED AND PASSED by the City Council of the City of Arcadia, Florida, in regular session, this 23th day of April, 2013.

CITY OF ARACDIA

By:

Keith Keene, Mayor

ATTEST:

Virginia S. Haas, City Recorder

Approved as to form:

Thomas J. Wohl, City Attorney



City of Arcadia, Florida
Community Development

MEMORANDUM

TO: City Council

FROM: Tom Slaughter, AIPC, City Planner

DATE: April 23, 2013

SUBJECT: Special Exception Application

FILE NO.: 13-01SE

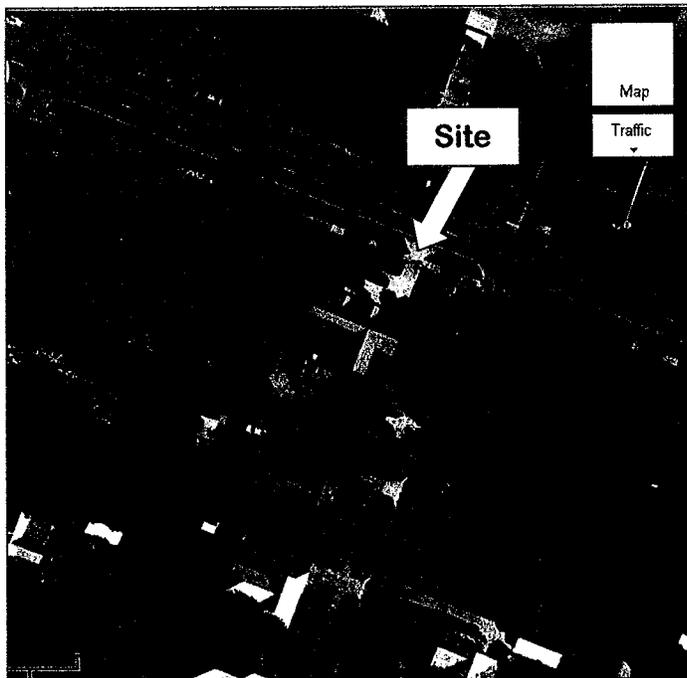
Petitioner: James Bushouse, James Bushouse, Inc.

Address: 216 East Magnolia Street

Parcel. ID No.: 25-37-24-0012-0490-0040

Request: A special exception to permit residential land uses within a Community Business (B-1) zoning district as provided for within Section 110-547, Arcadia Code of Ordinances.

Aerial:



Site Photos:



Findings:

The Planning and Zoning staff confirms that there are no inconsistencies with regulatory standards found within the City’s Comprehensive Plan and Land Development Code which would prevent the City from taking final action in regards to Special Exception Petition No. 13-01SE. The proposed site plan alterations as depicted in applicant’s plan and building sheets (Nos. A-1, A-2, and A-3) have been reviewed for technical compliance with the City’s zoning and other land development regulations.

Planning and Zoning Board Recommendation:

The Planning and Zoning Advisory Board provided a favorable recommendation of approval for the special exception zoning allowance. The Board’s recommendation did not include any suggested conditions and restrictions as part of the motion to approve.

Petition Overview:

James Bushouse, applicant, and Steven Bushouse, property owner, on behalf of James Bushouse Inc., a civil engineering firm, request consideration of a special exception to permit residential uses within the Community Business (B-1) zoning district. The subject property, approximately 0.33 acres in size, is located at the southeast corner of the intersection of East Magnolia Street and Hillsborough Avenue. The property address is 216 East Magnolia Street, and the site is currently being utilized for professional office activities as part of the applicant’s civil engineering service. While the professional office use is a principal permitted use by right, the secondary residential apartment use is permitted only by special exception process as established through the City’s zoning district regulations. The applicant seeks no waiver or modification of other City land development regulations or standards.

The subject property is designated on the City’s adopted Future Land Use Map as “Low Density Residential” land use classification, with a “Residential Professional Business (RPB)” land use overlay. This land use permits certain lower intensity, non-residential uses along the edges of transition between single-family neighborhoods and professional and commercial areas. The zoning designation is “Community Business (B-1) District” as depicted on the Zoning Map. Consistent with “permitted uses and special exception uses in non-residential districts” as delineated within Section 110-547, Code of Ordinances, a “dwelling unit within principal building” is provided by special exception within the B-1 zoning district. Review and recommendation by the Planning and Zoning Board is required as part of City Council’s consideration and final action of the applicant’s petition for special exception.

The Applicant seeks to develop a mixed-use project through alteration of an existing (3,272 sq. ft.) professional office building by constructing a new residential addition (880 sq. ft.) to the western side of the building structure. The 40’x22’ building addition will be located 10 feet from the western property line consistent with zoning setback standards. The adjacent property which abuts the subject property (see Fig.1) is currently vacant and shares the same B-1 zoning district classification.

Other interior and exterior improvements will include subdividing a section of the existing interior professional

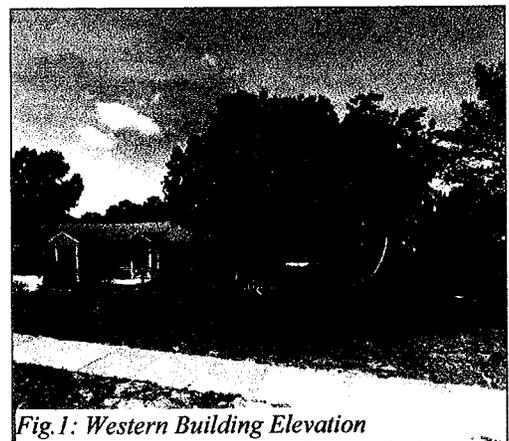


Fig.1: Western Building Elevation

office space into new residential living quarters, and providing for two new parking spaces to the rear parking lot.

The side yard setback between the existing and proposed parking area and the adjacent single-family home to the south (see Fig.2) is approximately 12.8 feet, and is further separated by a platted, but unimproved alleyway 16 feet wide. Existing landscape vegetation provides an adequate buffer.



Code Requirements and Standards of Review:

A Special Exception is a special use permit identified within a community’s land development regulations, which allows the governing body to permit specific exceptions to the zoning regulations from a list of acceptable exceptions for a particular parcel of land in a district of a particular zoning character. The purpose of a special exception process is to permit flexibility in permitting and controlling certain land uses and activities. Each different type of zoning district identified on the Zoning Map has its own set of allowed uses. These are known as by-right uses. Then there is an extra set of uses known as special uses. To build a use that is listed as a special use, a special approval (or conditional use permit as it is sometimes called) must be obtained.

The Code of Ordinances provides for the following standards of review:

Sec. 110-2 – Definitions.

Special exception use means a use which is essential to or would promote the public health, safety, or welfare in one or more districts, but which would impair the integrity and character of the district in which it is located, or in adjoining districts, unless restrictions or conditions on location, size, extent and character of performance are imposed in addition to those imposed in this chapter.

Sec. 110-84. - Procedure for special approvals.

Requests for special approvals under the provisions of this chapter shall be addressed to the city council and shall be filed with the city recorder. Such requests shall be referred to the city planning and zoning board for investigation, study and report back to the city council. The city council shall not act on a request for a special approval without a report and recommendation thereon from the city planning and zoning board.

Sec. 110-85. - Conditions on special approvals.

In making any finding or granting any special approval under the terms of this chapter, the city council may include in its approval such limitations, requirements and conditions as may be found necessary to carry out the spirit and purpose of this chapter.



SPECIAL EXCEPTION APPLICATION

City of Arcadia Florida
Community Development
23 Polk Avenue North
Arcadia, FL 34266
(863) 494-4114

Date Stamp



Fee \$675.⁰⁰

R# 090164

City Website: arcadia-fl.gov

File No. : 13 - 01 SE

The purpose of zoning is to locate particular land uses where they are most appropriate, considering public utilities, road access, and the established development pattern. A Special Exception permit is a zoning exception that allows a property owner to use their land in a manner not otherwise permitted by zoning law. Special Exception permits are designed to allow flexibility in zoning laws. Zoning laws cannot account for every situation, and special exceptions such as Conditional Use permits provide the City of Arcadia the opportunity to allow uses, often with "conditions" attached to minimize impacts, that would improve a neighborhood to exist in a zone where they are otherwise prohibited.

APPLICANT'S INFORMATION
(Agent or Contractor)

Name: James Bushouse
Organization: James Bushouse, Inc.
Address: 216 E. Magnolia ST.
City: Arcadia
State: FL Zip Code: 34266
Telephone No.: (863) 491-8242
Email: Jim@JamesBushouseInc.com

PROPERTY OWNER'S INFORMATION
(Leave Blank if Same as Applicant)

Name: Steven Bushouse
Organization: James Bushouse, Inc.
Address: 216 E. Magnolia ST.
City: Arcadia
State: FL Zip Code: 34266
Telephone No.: () _____
Email: Steven@JamesbushouseInc.com

I. Property Information

Parcel Address (if assigned): 216 E. Magnolia ST.
Parcel Identification Number: 25-37-24-0012-0490-0040
Subdivision, Block and Lot Nos.: See Legal
Property Size (in acres): 0.40
Existing land use of subject property: Office/Residential

II. Regulatory and Land Use Information of Subject Property

Future Land Use Map Designation: B-1

Zoning Map Designation: B-1

Under what section of the Land Development or Zoning Code is the Conditional Use permit being sought?

Sec. 110-547 Residential Units Within B-1 District

III. Proposed Development Activity

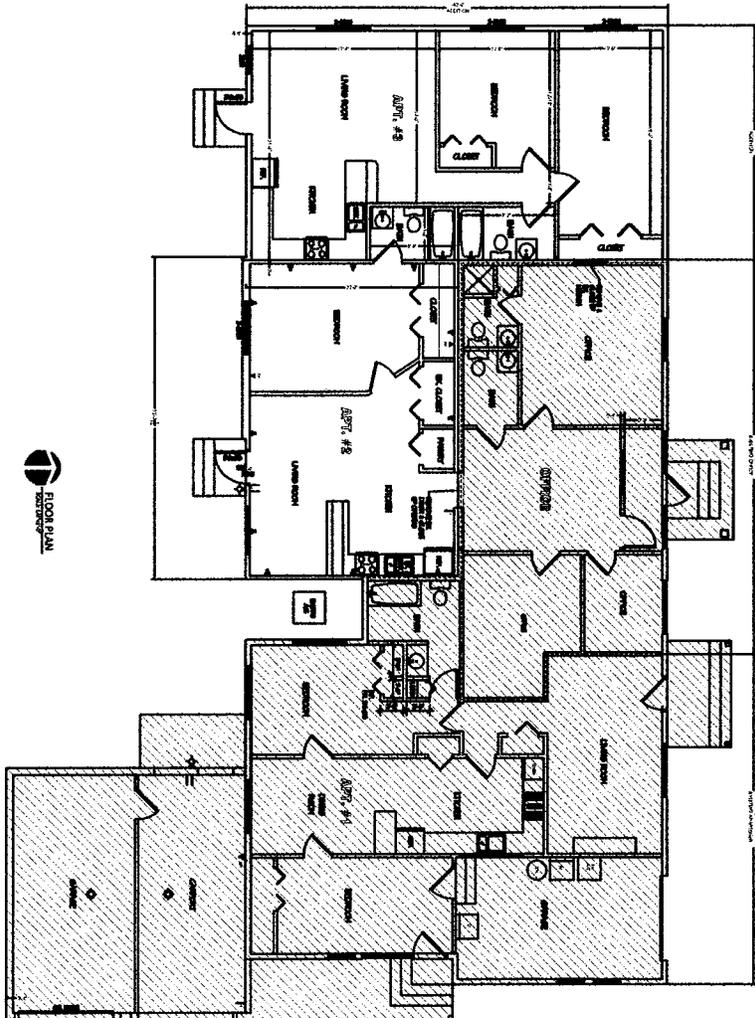
Residential Commercial Office/Professional Other _____

There are numerous factors that are considered when the Planning and Zoning Board makes a decision on a Conditional Use permit. The proposed use must meet the Zoning and Comprehensive Plan requirements for the site. The use must be compatible with the existing uses in the area. Other items that may be considered:

- Land use classification or type
- Parking
- Building size or height of building
- Building placement
- Access to streets and utilities
- Hours of operation
- Noise level
- Landscaping
- Traffic generation
- Expiration date of the permit

Are there any special conditions of the property or additional information in regards to your expected use of the property that you would like to provide in consideration of the Conditional Use permit?

Our old zoning was Residential/office use. We Re-zoned it to B-1 zoning with the parcel Mac Martin owns to the west. We would like to have the Conditional Use Allowing Residential units on the site to make the existing Apartment in conformance with the zoning and to allow us to add an additional unit. See the Attached Plan.



DATE	NOTES/REVISIONS

NOT VALID
UNLESS SEALED
WITH THE
EMBOSSED SEAL

James Bushouse, P.E.
Professional Engineer #20311
State of Florida

ADDITION/RENOVATION PLANS

PREPARED FOR:
JAMES BUSHOUSE
216 E. MAGNOLIA STREET
ARCADIA, FLORIDA 34266

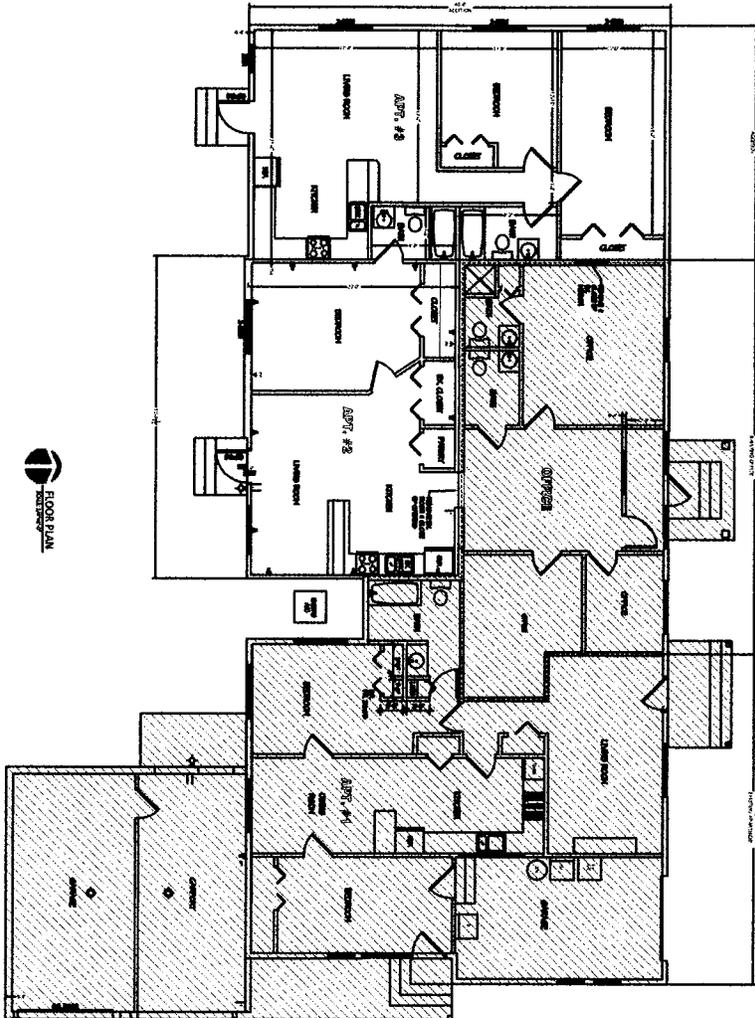
James Bushouse, Inc.
CONSULTING ENGINEERS
L.B. #27565

1174 S.W. 48th STREET
BOCA RATON, FLORIDA 33432
(561) 417-3361

2185 MAUNSELL STREET
ARCADIA, FLORIDA 34266
(813) 491-2942

DATE: 08/11/11

A-2



VERTICAL GLASS CURTAIN WALL

A-2	DATE	NOTES/REVISIONS	NOT VALID UNLESS SEALED WITH THE EMBOSSED SEAL James Bushouse, P.E. Professional Engineer #20311 State of Florida	ADDITION/RENOVATION PLANS PREPARED FOR: JAMES BUSHOUSE 216 E. MAGNOLIA STREET ARCADIA, FLORIDA 34266	James Bushouse, Inc. CONSULTING ENGINEERS L.B. #27565 <small>117 N. W. 48th STREET BOCA RATON, FLORIDA 33432 (561) 417-3801</small>
	SCALE	ADNOTING		James Bushouse, Inc. CONSULTING ENGINEERS L.B. #27565 <small>216 E. MAGNOLIA STREET ARCADIA, FLORIDA 34266 (813) 671-8242</small>	
DRAWN BY	DATE	SCALE			
CHECKED BY	DATE	SCALE			

CITY OF ARCADIA, FLORIDA
RESOLUTION NO. 2013-10

1
2
3
4 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA,
5 URGING THE ADMINISTRATION AND CONGRESS OF THE UNITED STATES TO
6 PRESERVE THE CURRENT TAX-EXEMPT STATUS OF MUNICIPAL BONDS, AND
7 REJECT ANY PROPOSAL THAT WOULD REDUCE OR ELIMINATE THE FEDERAL TAX
8 EXEMPTION ON INTEREST EARNED FROM TAX-EXEMPT MUNICIPAL BONDS.
9

10 WHEREAS, First, several proposals are being discussed in the ongoing Federal budget
11 negotiations that would either reduce or eliminate the current tax exemption on the interest
12 earned from tax-exempt municipal bonds; and
13

14 WHEREAS, Second, the United States House of Representatives Ways and Means
15 Committee is considering various changes to Federal tax provisions on reducing or eliminating
16 the current tax exemption on the interest earned from tax-exempt municipal bonds, along with
17 the ability of individual taxpayers who itemize to deduct their State and local income and
18 property taxes when filing their Federal tax return and other tax related issues; and
19

20 WHEREAS, Third, for state and local governments, tax-exempt municipal bonds are the
21 most important tool available for financing critical infrastructure projects such as primary and
22 secondary schools, hospitals, water and sewer systems, roads, highways and streets, public
23 power facilities, mass transit projects, airports, solid waste, sanitation and recycling, multi-family
24 housing, police and fire stations and equipment, bridges, tunnels and other infrastructure
25 projects; and
26

27 WHEREAS, Fourth, together, state and local governments are responsible for building
28 and maintaining 75 percent of the nation's infrastructure, which is financed mostly by tax-
29 exempt municipal bonds; and
30

31 WHEREAS, Fifth, on average, state and local governments save up to two percentage
32 points on their borrowing rates through use of tax-exempt municipal bonds; and
33

34 WHEREAS, Sixth, these savings allow state and local governments to invest more in
35 critical infrastructure and essential services while holding down the cost to taxpayers; and
36

37 WHEREAS, Seventh, approximately \$3.7 trillion in tax-exempt municipal bonds are
38 currently outstanding; and
39

40 WHEREAS, Eighth, the U.S. Conference of Mayors, the National League of Cities, and the
41 National Association of Counties, with assistance from the Government Finance Officers
42 Association, issued a joint report (the "Report") in February 2013 titled "Protecting Bonds to
43 Save Infrastructure and Jobs 2013" to determine the impact of the proposals to limit (by
44 imposing a 28% cap) or fully eliminate the exemption on interest from municipal bonds; and

1
2 WHEREAS, Ninth, the Report shows that state and local governments issued 57,754 tax-
3 exempt bonds for more than \$1.65 trillion of infrastructure investment over the last decade, with
4 over 6,600 tax-exempt bonds financing over \$173 billion in infrastructure projects in 2012 alone;
5 and

6
7 WHEREAS, Tenth, of those totals, 1,250 tax exempt state and local tax-exempt bonds
8 financing over \$103 billion in infrastructure improvements were issued over the last decade in
9 the State of Florida; and

10
11 WHEREAS, Eleventh, the Report shows that if the 28% cap on interest earned from tax-
12 exempt municipal bonds was in effect over the last decade, it would have cost state and local
13 governments an additional \$173 billion in interest expense over the last decade; and

14
15 WHEREAS, Twelfth, the Report shows that if the tax-exemption had been fully eliminated,
16 it would have cost state and local governments an additional \$495 billion in interest expense
17 over the last decade; and

18
19 WHEREAS, Thirteenth, while on first appearance it might seem that the 28 percent cap
20 on interest earned from tax-exempt bonds may only affect high-income taxpayers, in effect the
21 increased cost would be borne almost exclusively by state and local governments, and therefore
22 all taxpayers within those respective jurisdictions, in the form of higher interest rates on their
23 borrowing; and

24
25 WHEREAS, Fourteenth, it is being proposed that the 28 percent cap be applied
26 retroactively, meaning that it would be applied to all tax-exempt bonds already outstanding in
27 addition to bonds issued in the future, and in the nearly 200 year history of the tax-exemption
28 Congress has never applied a retroactive tax to bonds already held by investors; and

29
30 WHEREAS, Fifteenth, this would hurt middle-class taxpayers as state and local
31 governments would be forced to increase property and sales taxes on local taxpayers to offset
32 higher borrowing rates on infrastructure investments; and

33
34 WHEREAS, Sixteenth, if state and local governments choose not to increase property and
35 sales taxes on local taxpayers to offset higher borrowing rates on infrastructure investments, the
36 alternate option would be to decrease investment in infrastructure, negatively impacting jobs
37 and resulting in needed infrastructure improvements being postponed and resulting in a more
38 deteriorated infrastructure base; and

39
40 WHEREAS, Seventeenth, 2010 IRS data show that 57 percent of municipal bond interest
41 is paid to individuals 65 years of age and older who largely live on fixed incomes, and 52 percent
42 of municipal bond interest is paid to individuals who earn less than \$250,000 annually; and
43

1 WHEREAS, Eighteenth, the Federal government should not adversely effect, by limiting or
2 providing obstacles to needed infrastructure financing, the right of state and local governments
3 to borrow and decide what infrastructure and services to provide to their citizens.

4
5 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arcadia, Florida:

6
7 Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated
8 by reference herein.

9
10 Section 2: The City Council urges the Administration and Congress of the United States to
11 preserve the current tax-exempt status of municipal bonds which has successfully provided
12 trillions of dollars in low-cost financing for critical infrastructure investments that serve citizens
13 in all states and local communities.

14
15 Section 3: The City Council urges the Administration and Congress of the United States to reject
16 any proposal that would reduce or eliminate the federal tax exemption on interest earned from
17 tax-exempt municipal bonds.

18
19 Section 4: The City Clerk is directed to distribute this Resolution to the President of the United
20 States, the Florida members of the Senate and House of Representatives of the United States,
21 the Florida League of Cities, the Florida Association of Counties, the Florida City County
22 Management Association and the Board of County Commissioners for DeSoto County.

23
24 Section 5: This Resolution shall take effect upon its adoption.

25
26 ADOPTED by the City Council of the City of Arcadia, Florida, this ___ day of _____ 2013.

27
28
29
30
31 _____
32 Mayor Keith Keene

33 ATTEST:

34
35 _____
36 Gia S. Lancaster, CMC
37 City Clerk

38
39 Approved as to form and legality
40 for the use of and reliance by the
41 City of Arcadia, FL.

42
43 _____
44 Thomas J. Wohl, City Attorney



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

April 10, 2013

The Honorable Bill Nelson
U.S. Senate
716 Hart Senate Office Building
Washington, DC 20510

Dear Senator Nelson:

On behalf of the Florida League of Cities, we are writing to express concern regarding the tax exempt status of municipal bonds. Last week, several U S senators expressed similar concerns to President Obama over the impact that changes to the tax exempt status on municipal bonds would have on the ability of cities, counties and states to manage their finances (see attached letter). We urge you to also adopt this position and protect municipal financing so that cities can have the tools they need to provide needed infrastructure to their citizens.

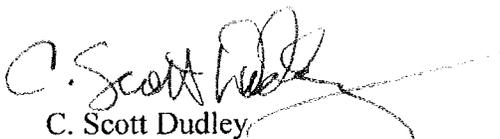
These bonds are used to fund infrastructure projects at the state and local level. Since 1913, when the federal income tax was imposed, the interest earned on municipal bonds has been exempt from federal taxation. This is not a tax loophole. It was specifically designed this way to encourage investment in public infrastructure.

According to national statistics, state and local governments now shoulder over 75 percent of the costs of financing the nation's public infrastructure. Eliminating or limiting the exclusion of interest on municipal bonds will increase the costs borne by taxpayers.

As borrowing costs increase for local governments and as bondholders demand higher interest rates, these higher costs will be passed on to both businesses and individuals, hurting cities' ability to create jobs and grow the economy. Tax-exempt financing encourages local control and decision-making over what investments need to be made.

We strongly urge you to oppose any effort to remove or cap the tax exempt status of municipal bonds. Thank you for your consideration.

Sincerely,


C. Scott Dudley
Legislative Director

Attachment

President **Manny Marañón**, Mayor, Sweetwater
First Vice President **P.C. Wu**, Councilman, Pensacola • Second Vice President **Lori C. Moseley**, Mayor, Miramar
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

United States Senate

WASHINGTON, DC 20510

April 2, 2013

The Honorable Barack Obama
President of the United States
The White House
1600 Pennsylvania Ave. NW
Washington, DC 20500-0005

Dear President Obama:

It is clear that our country faces significant fiscal challenges at the federal level. It would be inappropriate and shortsighted, however, to radically shift the burden of our national fiscal challenges to states and cities by capping or eliminating the tax-exempt status of municipal bonds.

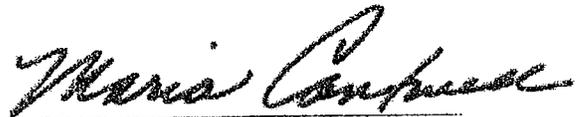
We are very concerned about the impact that altering the tax treatment of municipal bonds would have on the ability of cities, counties, and states to manage their finances and invest in the future. At risk are important services provided by local governments, including utilities like power and water and public safety like police and fire protection. Also at risk are key infrastructure projects such as road, airport, port, housing and hospital construction and maintenance.

While we recognize the challenges our nation faces as we work to bring order to our fiscal house, we believe strongly that balancing the federal deficit by shifting the burden to local governments would have, ironically, a substantial negative impact on our federal budget outlook through decreased federal tax receipts as a result of diminished economic activity. We respectfully encourage you to consider other options as you work with Congress to find the savings that we all acknowledge we must find.

Sincerely,



Mark Begich
United States Senator



Maria Cantwell
United States Senator

Kirsten E. Gillibrand

Kirsten E. Gillibrand
United States Senator

Bernard Sanders

Bernard Sanders
United States Senator

Tom Harkin

Tom Harkin
United States Senator

Tim Johnson

Tim Johnson
United States Senator

Mary L. Landrieu

Mary L. Landrieu
United States Senator

Al Franken

Al Franken
United States Senator

William M. Cowan

William M. Cowan
United States Senator

Tom Udall

Tom Udall
United States Senator

Elizabeth Warren

Elizabeth Warren
United States Senator

Barbara Boxer

Barbara Boxer
United States Senator

Heidi Heitkamp

Heidi Heitkamp
United States Senator

Tammy Baldwin

Tammy Baldwin
United States Senator

ORDINANCE NO. 984

AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE IV OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY RENAMING THE TITLE OF CITY RECORDER TO CITY CLERK; DELETING SEC. 2-115 CUSTODY OF CITY FUNDS; DELETING SEC. 2-116 PAYMENT OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Division 3 of Article IV of Chapter 2 of the Code of Ordinances of the City of Arcadia sets forth the office of City Recorder; and

WHEREAS, the title of City Recorder should be renamed to City Clerk as utilized by other municipalities throughout the State of Florida; and

WHEREAS, the office of City Recorder is no longer the custodian of the funds of the City; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Division 3 of Article IV of Chapter 2 of the Code of Ordinances of the City of Arcadia be amended,

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Arcadia, Florida:

SECTION 1. Findings. The Council hereby adopts and incorporates by reference herein all of the findings set forth above as findings of the Council.

SECTION 2. Amendment of the Code of Ordinances. Division 3 of Article IV of Chapter 2 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

“DIVISION 3. – CITY CLERK RECORDER

Sec. 2-111. - Office established.

There is hereby created the office of City Clerk recorder.

Sec. 2-112. - Appointment.

The City Clerk recorder shall be appointed by the city administrator subject to approval of the city council.

Sec. 2-113. - Duties generally.

- (a) The City Clerk recorder shall perform such duties and responsibilities as set forth in this Code.

- (b) The City Clerk ~~recorder~~ shall act as the recording secretary for the board of adjustment and planning and zoning board of the city and as such be responsible for preparation of their notices, minutes, correspondence, recommendations and publications thereof, where necessary, subject to the approval of those boards respectively. The City Clerk ~~recorder~~ shall further aid and assist the planning and zoning board in its capacity as the comprehensive planning board of the city as it, from time to time, may direct.
- (c) The City Clerk ~~recorder~~ shall have and perform such other duties as the city administrator may from time to time direct.

Sec. 2-114. - Attendance at council meetings; recording of proceedings.

The City Clerk ~~recorder~~ shall attend all meetings of the city council and keep a true record of the proceedings thereof in a book to be provided for that purpose.

Sec. 2-115. - Custody of city funds.

~~The city recorder shall be the custodian of the funds of the city and shall receive and pay out all moneys in the manner prescribed by the ordinances of the city.~~

Sec. 2-116. - Payment of funds; signing of checks.

~~The City recorder shall pay no funds except on a check issued pursuant to the budget, which shall be signed by the finance director or the city administrator and countersigned by one member of the city council.~~

Sec. 2-117. - Custody of city seal and records; record of ordinances.

The City Clerk ~~recorder~~ shall be the custodian of the seal of the city, and shall keep and preserve all documents, records and papers that may come into his or her custody, and shall attest all ordinances passed by the city council, record the ordinances in a minute book, and transcribe the ordinances from the minutes in a separate book to be known and called "ordinance book," to be provided for that purpose.

Secs. 2-118—2-130. - Reserved.

SECTION 3. Codification. The publisher of the City's Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments included in Section 2 above into the Code of Ordinances.

SECTION 4. Severability. If any section, sentence, clause, or other provision of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance.

SECTION 5. Effective Date. This ordinance shall be effective immediately upon final passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
____ day of _____, 2013.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
GIA S. LANCASTER
CITY CLERK

PASSED ON FIRST READING: APRIL 2, 2013.

PASSED ON SECOND READING: APRIL 23, 2013.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

ORDINANCE NO. 987

AN ORDINANCE AMENDING SECTION 2-95 OF THE CODE OF ORDINANCES OF THE CITY OF ARCADIA BY INCLUDING CUSTODY OF CITY FUNDS AND PAYMENT OF CITY FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-95 of the Code of Ordinances of the City of Arcadia sets forth the specific powers and duties of the City Administrator; and

WHEREAS, the City Recorder is no longer serving as custodian of the funds of the City; and

WHEREAS, the City Administrator has assumed the duty of custodian of the funds of the City; and

WHEREAS, it is in the best interest of the citizens of the City of Arcadia that Section 2-95 of the Code of Ordinances of the City of Arcadia be amended to include the duty of custodian of the funds of the City,

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Arcadia, Florida:

SECTION 1. Findings. The Council hereby adopts and incorporates by reference herein all of the findings set forth above as findings of the Council.

SECTION 2. Amendment of the Code of Ordinances. Section 2-95 of the Code of Ordinances of the City of Arcadia is hereby amended as follows:

“Sec. 2-95. - Specific powers and duties.

The city administrator shall have the power and shall be required to:

- (1) Appoint and, when necessary for the good of the city, remove all officers and employees of the city under his jurisdiction. The city administrator shall also have the power to suspend or otherwise discipline subordinates. He may however, delegate or otherwise authorize the head of a department to appoint or remove or otherwise discipline subordinates in his department. The city administrator shall be required, however, to notify the city council and the department head in any case involving the removal of an employee in order that each may be fully advised of the situation leading to the particular employee's removal.
- (2) Be the custodian of the funds of the city and receive and pay out all moneys in the manner prescribed by the ordinances of the city.

- (3) Pay no funds except on a check issued pursuant to the budget, which shall be signed by the finance director or the city administrator and countersigned by one member of city council.
- (24) Recommend the salary of officers and employees of the city subject to the approval of the city council, except that employees may be granted a raise in salary within the limitations of the annual budget adopted by the city council.
- (35) Prepare the budget annually and submit it to the city council and be responsible for its administration after adoption.
- (46) Prepare and submit to the city council, to the extent that it is feasible to do so, as of the end of each fiscal year, a complete report on the finances of the city and the administrative activities for the preceding year.
- (57) Keep the city council advised of the financial condition of the city and future needs of the city, and make such recommendations as may seem necessary and advisable.
- (68) Be the purchasing agent of the city, by whom all purchases shall be made. These purchases are to be for those areas of his responsibility only and are further subject to any rules and regulations that may from time to time be prescribed by the city council. He shall approve all bills for payments. In the capacity of purchasing agent, he shall write specifications and invite bids as the council may so direct.
- (79) Prepare and submit to the city council each month, or as otherwise provided, an agenda of contemplated items to be considered for each regular or special meeting.
- (810) Perform such other duties and tasks as may be prescribed by the city council from time to time or as may otherwise be required, to the extent that such powers and duties are not inconsistent with the Charter, existing ordinances, or accepted standards of good public administration.”

SECTION 3. Codification. The publisher of the City’s Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments included in Section 2 above into the Code of Ordinances.

SECTION 4. Severability. If any section, sentence, clause, or other provision of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance.

SECTION 5. Effective Date. This ordinance shall be effective immediately upon final passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this
___ day of _____, 2013.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
GIA S. LANCASTER
CITY CLERK

PASSED ON FIRST READING: APRIL 2, 2013.

PASSED ON SECOND READING: APRIL 23, 2013.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

**CITY OF ARCADIA, FLORIDA
ORDINANCE NO. 988**

**AN ORDINANCE OF THE CITY OF ACADIA, FLORIDA;
CREATING SECTION 102-47 OF THE CITY OF ARCADIA CODE
OF ORDINANCES; PROVIDING FOR THE IMPOSITION OF
LIENS FOR DELINQUENT UTILITY ACCOUNTS; PROVIDING
FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Arcadia supplies utilities to account holders at charges established by the City Council of the City of Arcadia; and

WHEREAS, some account holders fail to pay the charges and the City needs a remedy to be able to recoup those monies; and

WHEREAS, the City Council wishes to establish authority to impose liens for delinquent utility accounts.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Arcadia, Florida:

SECTION 1. Findings. The Council hereby adopts and incorporates by reference herein all of the findings set forth above as findings of the Council.

SECTION 2. Amendment of the Code of Ordinances. The Code of Ordinances of the City of Arcadia is hereby amended to create a new section 102-47 to read in its entirety as follows:

“Sec. 102-47. Security for Non-Payment of Utility Bills.

- (a) Except as otherwise provided by law, on all premises the owner shall be held liable and responsible for charges for all utilities supplied thereto if the owner is/was the city's account holder when the usage occurred. Failure to pay such charges when they become due shall constitute grounds to terminate services to those premises, including but not limited to removal of water meter and disconnection of piping.
- (b) The city shall have as additional security for the collection of any charges for water, sewer, sanitation and/or reclaimed water service supplied to any building or to any premises, lot, piece or parcel of land, a lien upon such building and upon any premises, lot, piece or parcel of land upon which such building shall be situated or to which such utilities are supplied when the bill for the utilities remains unpaid for a period of 30 days after they become due and payable and shall remain a lien until paid in full. When recorded in the public records such lien shall be prior to and superior to all other liens

except taxes and shall be on parity with the lien of such taxes. Neither discontinuance of service nor any attempt to collect such utility bills, assessments or charges by any process shall in any way invalidate or waive the lien upon the premises. The city may proceed to foreclose such lien or liens pursuant to the manner prescribed by law.

- (c) The lien provided for herein may be recorded in the public records of the county. The amount of any lien so recorded shall include all unpaid utility charges and all costs incurred in recording the lien including but not limited to the filing fees, and administrative costs incurred by the city which administrative costs shall be established by the city council. Such costs shall have the same priority as provided for the public utility charges so recorded. Upon payment of such lien, a release or satisfaction of lien will be provided to the owner for filing or will be filed for the owner upon receipt from the owner of the filing fees charged by the county.
- (d) The principal amount of all utility liens levied pursuant to this section shall bear interest at the rate provided for in F.S. § 687.01, as such section may be amended from time to time, from the date of recording such lien; and such interest as provided in this section shall also constitute a lien against the property assessed of equal dignity to that of the underlying lien.”

SECTION 3. Codification. The publisher of the City’s Code of Laws, the Municipal Code Corporation, is directed to incorporate the amendments included in Section 2 above into the Code of Ordinances.

SECTION 4. Severability. If any section, sentence, clause, or other provision of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance.

SECTION 5. Effective Date. This ordinance shall be effective immediately upon final passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ARCADIA, FLORIDA, on this _____ day of _____, 2013.

CITY OF ARCADIA, FLORIDA

KEITH KEENE, MAYOR

ATTEST:

By: _____
VIRGINIA HAAS
CITY RECORDER

PASSED ON FIRST READING: _____, 2013.

PASSED ON SECOND READING: _____, 2013.

APPROVED AS TO FORM:

THOMAS J. WOHL, CITY ATTORNEY

POLK Ave.

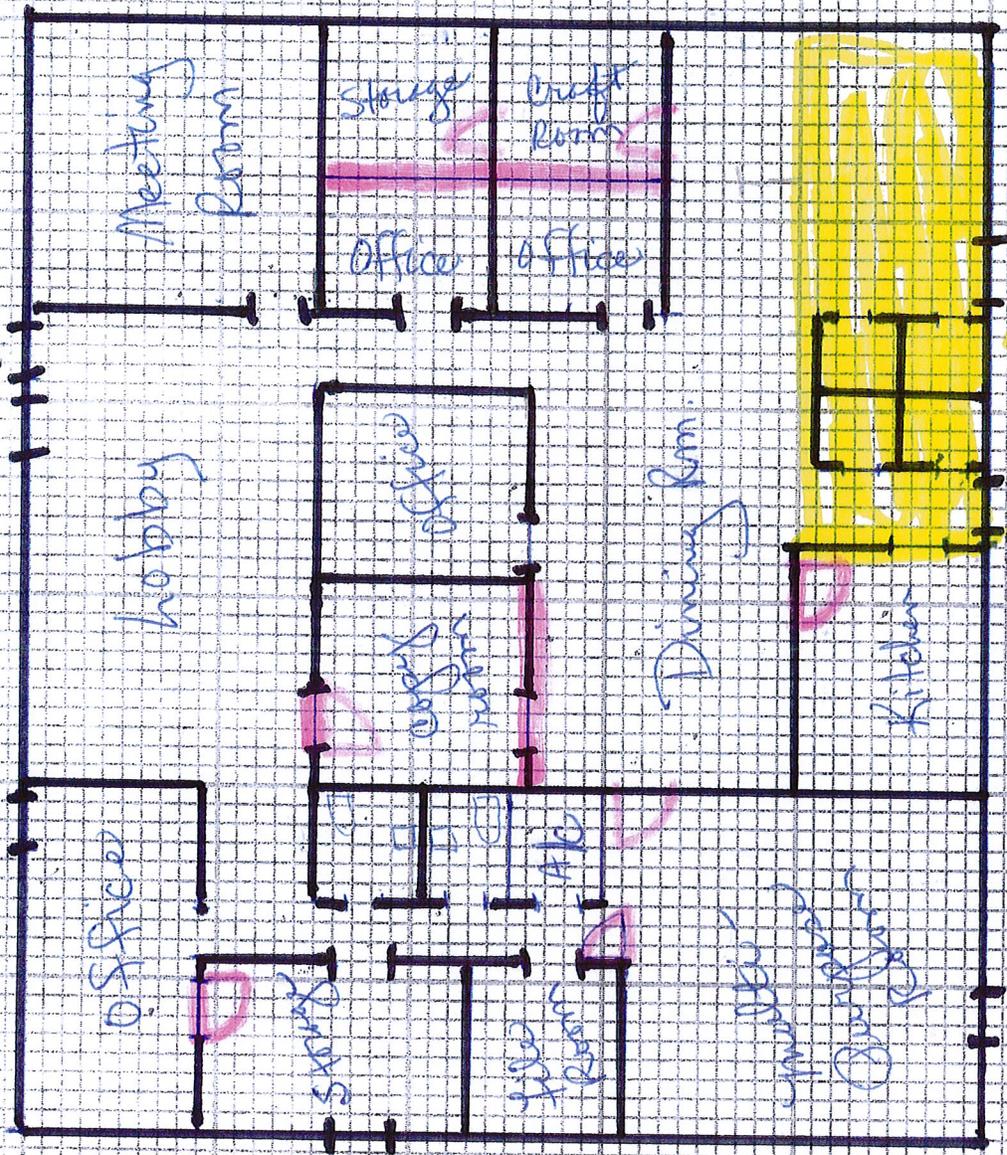


this area depends on what needs to be done to bathrooms for ADA.

EXISTING

OMIT

POLK AV.



↑
 this area will
 depend on what
 needs to be done
 to bathrooms for ADA

ADD

PROPOSED













Playgrounds

www.playmart.com

Request more info online!

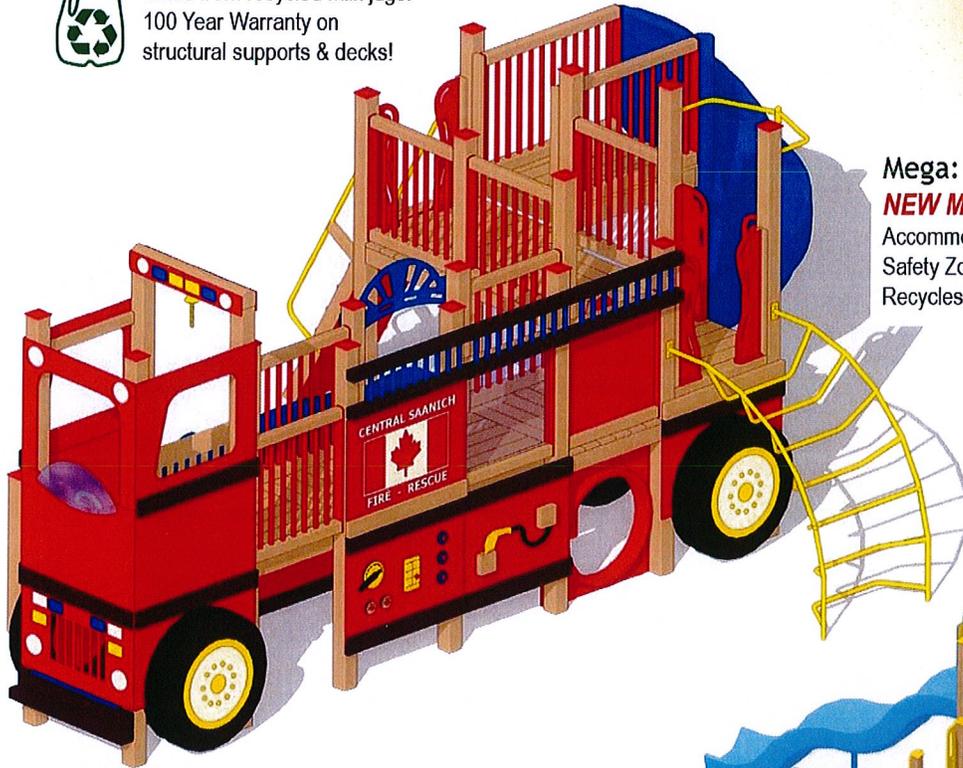


Made from recycled milk jugs!
100 Year Warranty on structural supports & decks!

JUMPstart

Spring SALE!

SALE ENDS JUNE 14, 2013!



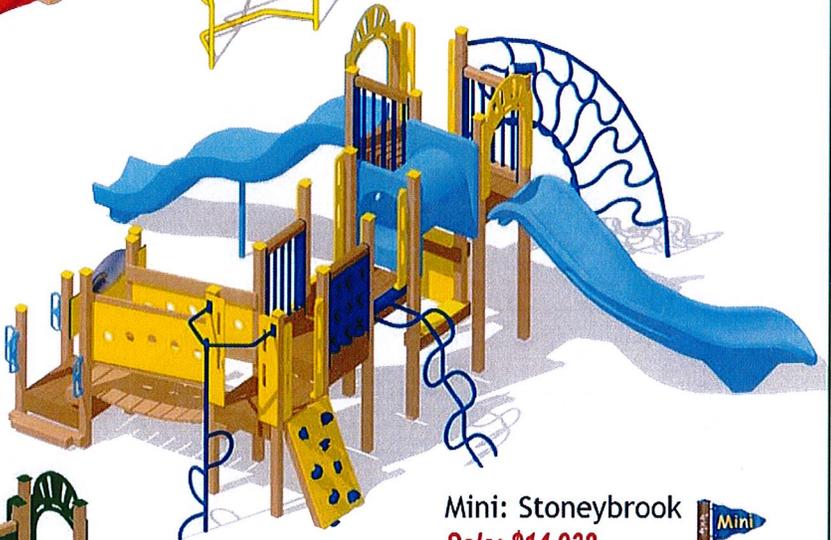
Mega: Fire Engine
NEW MODEL: \$37,550
Accommodates: 69-92
Safety Zone: 41' x 33'
Recycles 35,000 milk jugs!



Customize with your city's Fire Department logo and name (see panel left made for Central Saanich Fire Department in Canada!)

Recycle your Fire Department's old tires and use them on the Fire Engine playground, and save even more \$\$!

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Play Mart, Inc.



Mini: Hillcrest

Sale: \$10,558

Retail: \$12,720

Accommodates:

Safety Zone:

Recycles 15,432 milk jugs!



Mini: Stoneybrook

Sale: \$14,938

Retail: \$17,347

Accommodates: 40-55

Safety Zone: 36' x 35'

Recycles 17,886 milk jugs!



www.playmart.com (800) 43-PLAYS

- **SALE ENDS JUNE 14, 2013**
- **Component Colors:** Ask your sales representative about our wide range of color options.
- **Post & Deck RSP Colors:** Brown or Tan.
- **Safety Code:** All play systems meet ASTM, CPSC & CSA standards and are ADA Accessible (Play-Fit not ADA Accessible).



Playgrounds

www.playmart.com

Request more info online!



Made from recycled milk jugs!
100 Year Warranty on structural supports & decks!

Play-Fit: Flagstaff

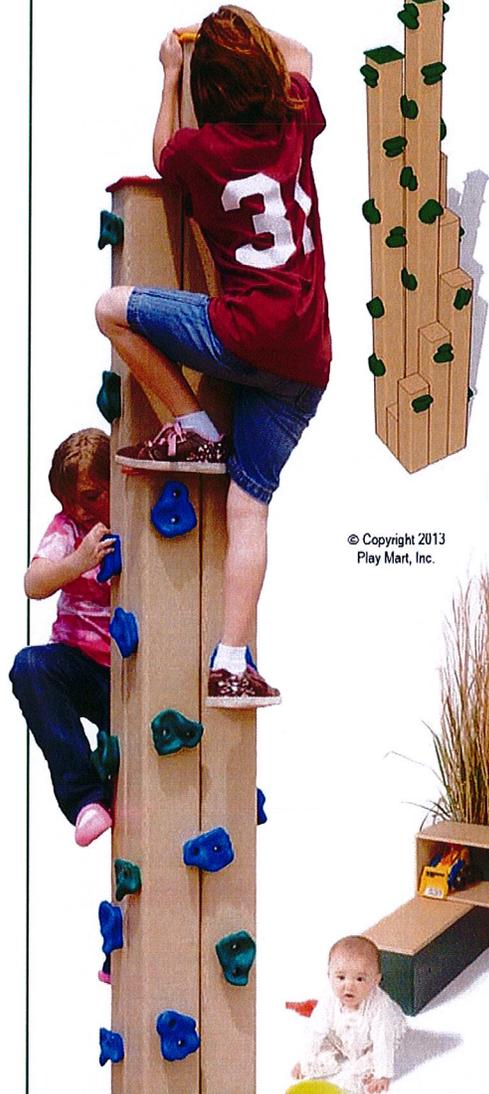
Sale: \$1,769

Retail: \$2,130

Ages: 5-12 yrs

Safety Zone: 15' x 15'

Recycles 3705 milk jugs!



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Play Mart, Inc.

JUMPstart

Spring SALE!

SALE ENDS JUNE 14, 2013!



Mini: Noah's Ark

Sale: \$7,878

Retail: \$9,491

Accommodates: 42-49

Safety Zone: 32' x 18'

Recycles 10,494 milk jugs!



Also available as the "Beach Boat"
(with sea animals on boat sides).
Same great sale price!

Kids 6FT ergo-EcoBench

Blowout Sale: \$299

Retail: \$450

Ages: 2-5 yrs

Recycles 550 milk jugs!



10.5 Inch Seat Height sized
for Toddlers & Preschoolers

Attach ModBoxes to each other in limitless
configurations with simple hand-tightening hardware.

ModBox (24"L x 8"W)

Blowout Sale: \$99

Retail: \$180

Ages: 2-5 yrs

Recycles 494 milk jugs!



www.playmart.com (800) 43-PLAYS

- **SALE ENDS JUNE 14, 2013!**
- **Component Colors:** Ask your sales representative about our wide range of color options.
- **Post & Deck RSP Colors:** Brown or Tan.
- **Safety Code:** All play systems meet ASTM, CPSC & CSA standards and are ADA Accessible (Play-Fit not ADA Accessible).