



**CITY COUNCIL  
ZEPHYRHILLS, FLORIDA**

**Monday, June 9, 2025  
6:00 PM**

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

<https://meet.goto.com/855960693>

**or dial in using your phone:**

**+1 (646) 749-3122- Access Code: 855-960-693**

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

**Zephyrhills  
City Hall**

**Council  
Chambers**

Call to Order — Council President Charles E. Proctor

Roll Call — City Clerk Ricardo Quiñones

Invocation — Pastor Fran Stubbs, Oasis Church

Pledge of Allegiance —

**CITIZEN COMMENTS**

**MAYOR**

- 1 City Manager Review
  1. 2025 - City Managers Performance Evaluation 1 (FILLABLE)

**1. CONSENT ITEMS**

- 1.1 Approval of City Council Meeting Minutes - May 12, 2025
  1. M05.12.2025
- 1.2 Request approval to purchase a Chevy 3500 Utility Vehicle
  1. NJPA\_ZEPHYRHILLS, CITY OF\_61697\_Quote\_2

## 2. PA Review Comments

- 1.3 Request Council's Approval and Signature Upon the Close Out Document for the Advanced WW Treatment Upgrade FDEP SRF Loan WW510531 - 64-20-01
  1. City of Zephyrhills - WW510531 - Amendment 4 - Final Close Out
- 1.4 Approval of Agreement 37-25-07 - R&M Services - Hydrant Maintenance
  1. R\_M Service Solutions Piggyback 06092025(36332538.1)
  2. Exhibit A - R\_M Longboat(36332541.1)
- 1.5 Approval of Utility Services Agreement No. 45-25-14 - Gagne Property
  1. Amended and Restated Utilities Agreement Prarieview Place FINAL(36339505.1)
  2. Exhibit B- 2025-03-07 Chancey 116 Utility Extensions (2)(36339502.1)
- 1.6 Approval of Utility Service Agreement No. 45-25-15 - 9011 Fairway Loop Dade City FL 33525
  1. 45-25-15 for 9011 Fairway Loop Dade City FL 33525
- 1.7 Approval of Utility Service Agreement No. 45-25-16 for 4356 6th Street, Zephyrhills FL 33542
  1. 45-25-16 for 4356 6th Street Zephyrhills FL 33542
- 1.8 Approval of Utility Service Agreement No. 45-25-17 for 38310 Jendral Avenue Zephyrhills FL 33542
  1. 45-25-17 for 38310 Jendral Avenue Zephyrhills FL 33542
- 1.9 Approval of Task Assignment JE 25-07, CityWorks and Tyler Enterprise ERP Integration
  1. 2025-04-03-PECON-Zephyrhills-35-18-03-TA25-07
- 1.10 Award of bid No. 26110-052-01 Pasco County RCW Interconnect Project
  1. ITB 2025-005 PKG-pasco\_county\_rcw\_interconnect\_project\_(36297930.1)
  2. summary-Purchasing(36297942.1)
  3. TABULATIONS--Pasco County RCW Interconnect-Simons and Eiland Blvd ((36297928.1)
  4. je recommendation(36297927.1)
- 1.11 Award of Bid to Hubbard Construction Company
  1. 2.37 Bid Tab, ZPH, Taxilane & Apron Rehab
- 1.12 Award of RFP #2025-004, General Construction, to Four (4) Contractors
  1. Wirtten Ranking
- 1.13 Award of RFP #2025-004, Construction Manager at Risk (CMAR), to Four (4) Contractors
  1. Wirtten Ranking

## 2. PLANNING DIRECTOR'S REPORT

- 2.1 CCC Property Holdings LLC. Chancey Road - Annex, FLU, Rezone
  1. City Council Attachments
  2. Chancey Rd Annex, FLUMA, Rezoning Staff Report
- 2.2 Tree Ordinance - Planning Report
  1. Tree Ordinance Powerpoint
  2. PART 7.06.00. LANDSCAPING (2)
  3. LDC safety harbor Tree Ordinance (1)



- 4. Tree Ordinance General Observations
- 5. Planning Commission Tree Ordinance Comments

### 3. BUSINESS ITEMS

#### 3.1 Rezone Butterfield Properties - FIRST READING

**ORDINANCE NO. 1500-25 " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
  - B. Council President closes Public Hearing
  - C. City Council considers Ordinance No. 1500-25 on the First Reading
- 1. RZ 17-25 Butterfield Properties Staff Report June 9 2025
  - 2. Ordinance 1500-15 Butterfield Rezoning(36332557.1)

### 4. CITY MANAGER'S REPORT

- 4.1 Utility Services Agreement 45-25-18 Evans/Orsi
  - 1. Utility Service Agreement (USA) for Orsi-Evans FINAL(36339135.1)
  - 2. Triple J Legal Description w Less Out
  - 3. Evans- Greer Hill 1-2-3-
  - 4. Drake Legal Description
  - 5. Valley Oaks Deed
- 4.2 Chicken Ordinance
  - 1. Amended Chicken Ordinance
  - 2. Backyard Chicken Application
- 4.3 City Entrance Signage
  - 1. CITY GATEWAY AND COLUMN EXHIBIT
  - 2. CITY GATEWAY AND COLUMN EXHIBIT (2)

### **MAYOR ANNOUNCEMENTS**

### **CITY MANAGER ANNOUNCEMENTS**

### **CITY ATTORNEY ANNOUNCEMENTS**

### **CITY COUNCIL COMMENTS**

### 5. NOTED ITEMS

- 5.1 Jones Edmunds TA JE 25-08 Generator Grant Design Assistance

1. JE 25-08 Generator Grant
- 5.2 Task Assignment 25-05 for Jones Edmunds GIS Data Update Support
  1. Jones Edmunds 25-05 GIS Data Update Support 2025
- 5.3 Task Assignment JE 25-06 CityWorks and ArcGIS Enterprise Support
  1. Jones Edmunds 25-06 CityWorks and ArcGIS Enterprise Support 2025
- 5.4 Memorandum of Agreement - 287(g) Task Force Model Between United States Immigration and Customs Enforcement (ICE) and the Zephyrhills Police Department (ZPD)
  1. MOA - ICE\_ZEPHYRHILLS PD, FL TFM --Signed 4.14.25--
- 5.5 Data Sharing Authorization - Peregrine Technologies\_Zephyrhills Police Department (ZPD)
  1. DATA SHARING AUTHORIZATION - Peregrine\_Zephyrhills PD-FL --2025.06.03--  
-
- 5.6 ClearGov - 37-22-18 - 3 Year Renewal
  1. ClearGov - 37-22-18 - 3 Year Renewal

## **ADJOURN**

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



## City Manager's Annual Evaluation

Employee Name:

Evaluation Period:

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This evaluation form consists of ten key performance measures (Personal, Professional Skills & Status, Relations with Elected Members, Policy Execution, Reporting, Citizen Relations, Staffing, Supervision, Community, and Fiscal Management).

Performance levels should be chosen that best describes the City Manager's performance on each job factor, based on the following factor rating scale:

**(5) Exceeds Above Expectations:** Consistently meets and often exceeds all relevant job requirements. Shows initiative and versatility effectively performing above and beyond the normal expected level of achievement.

**(4) Meets Above Expectations:** Meets all relevant performance with quality and quantity of work that consistently exceeds satisfaction of the job requirements.

**(3) Satisfactory Expectations:** Performance is satisfactory but does not consistently exceed the job requirements and standards of work.

**(2) Below Expectations:** Performance does not consistently meet job requirements and standards. The quality and quantity of work are not consistently acceptable. Improvement is necessary to reach the expected level of performance.

**(1) Needs Improvement:** Performance does not meet the position's requirements and is significantly below standards. Immediate improvement is needed.

**Any item left blank will be interpreted as a score of "(3) Satisfactory Expectations"**

**This evaluation form also contains a section for an opportunity to enter in responses to specific questions and to list any comments you believe pertinent to the rating period.**

## Evaluation of Skills: PERSONAL

|                                                                      | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|----------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Invests sufficient effort<br>toward being diligent and<br>thorough   | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Exercises good judgment                                              | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| City Manager is<br>enthusiastic, cooperative<br>and willing to adapt | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| City Manager is a<br>"self-starter"                                  | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Exhibits composure,<br>appearance and attitude<br>appropriately      | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

## Evaluation of Skills: RELATIONS WITH ELECTED MEMBERS

|                                                                                                                                   | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Carries out the directives of the governing body as a whole, rather than those of any one member of the Council                   | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Assists governing body members to resolve problems at the administrative level in a manner that avoids unnecessary Council action | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Assists the council in establishing policy, while acknowledging the ultimate authority of the Council                             | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Responds to requests for information or assistance by Council                                                                     | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Informs the governing body of current issues and administrative developments in a timely manner                                   | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Receptive to constructive criticism and advice                                                                                    | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Information is disseminated equally and completely to members of Council                                                          | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

## Evaluation of Skills: PROFESSIONAL SKILLS and STATUS

|                                                                                       | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2)     | Needs<br>Improvement<br>(1) |
|---------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|----------------------------------|-----------------------------|
| Knowledgeable of current developments affecting the local government management field | <input type="radio"/>                   | <input type="radio"/>              | <input checked="" type="radio"/>    | <input type="radio"/>            | <input type="radio"/>       |
| Demonstrates a capacity for innovation and creativity                                 | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input checked="" type="radio"/> | <input type="radio"/>       |
| Anticipates problems and develops effective approaches for solving them               | <input checked="" type="radio"/>        | <input type="radio"/>              | <input type="radio"/>               | <input checked="" type="radio"/> | <input type="radio"/>       |
| Willing to try new ideas proposed by Council Members and/ or staff                    | <input type="radio"/>                   | <input checked="" type="radio"/>   | <input type="radio"/>               | <input type="radio"/>            | <input type="radio"/>       |

## Evaluation of Skills: POLICY EXECUTION

|                                                                                                                                     | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Implements governing body actions in accordance with the intent of Council                                                          | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Supports the actions of the governing body after a decision has been reached, both inside and outside the organization              | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Understands the local government's laws, policies and ordinances                                                                    | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Enforces the local government's policies and ordinances                                                                             | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Reviews ordinance and policy procedures periodically to improve their effectiveness                                                 | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is impractical | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

## Evaluation of Skills: REPORTING

|                                                                                                                       | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Provides the governing body with reports concerning matters of importance to the local government                     | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Reports produced by the City Manager are accurate, comprehensive, concise and written to their intended audience      | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Reports are generally produced through the City Manager's own initiative rather than when requested by Council        | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the governing body       | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Produces and handles reports in a way to convey the affairs of the organization are fully open to the public scrutiny | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |



## Evaluation of Skills: CITIZEN RELATIONS

|                                                                                                   | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|---------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Responsive to complaints from citizens                                                            | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Displays and is dedicated to the community and its citizens                                       | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Skillful in dealing with the news media, avoiding partisan political positions                    | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Has the capacity to listen to others and to recognize their interests, and works well with others | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Willing to meet with members of the community to discuss their concerns                           | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Gives effort to maintain citizen satisfaction with city services                                  | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

## Evaluation of Skills: STAFFING

|                                                                                      | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|--------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Recruits and retains competent personnel for staff positions                         | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Aware of substandard administrative personnel and works to improve their performance | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Accurately informed and concerned about employee relations                           | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Promotes training and development opportunities for employees                        | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

## Evaluation of Skills: SUPERVISION

|                                                                                                                                           | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Encourages department managers to make decisions within their own departments, while maintaining general control of operations            | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Instills confidence and initiative in subordinates and emphasizes support                                                                 | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Has developed an informal relationship with the staff and work force as a whole, yet maintains the prestige and dignity of administration | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| The organization's staff works as a team and seeks ways to be innovative and oriented toward effective problem-solving                    | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Delegates responsibility effectively and provides Communication to staff                                                                  | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

## Evaluation of Skills: COMMUNITY

|                                                                                              | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|----------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Shares responsibility for addressing the difficult issues facing the city                    | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Cooperates with neighboring communities                                                      | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Helps Council address future needs and develops adequate plans anticipating long term trends | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Cooperates with other Local, State and Federal Governmental agencies                         | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Cooperates with other governmental units in the county and region                            | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

Evaluation of Skills: FISCAL MANAGEMENT

|                                                                                                                                   | Exceeds<br>Above<br>Expectations<br>(5) | Meets Above<br>Expectations<br>(4) | Satisfactory<br>Expectations<br>(3) | Below<br>Expectations<br>(2) | Needs<br>Improvement<br>(1) |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------|-------------------------------------|------------------------------|-----------------------------|
| Prepares a balanced budget to provide services at a level directed by Council                                                     | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Prepares a budget and budgetary recommendations in a comprehensive and accessible format                                          | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |
| Possesses awareness of the importance of financial planning and accounting controls                                               | <input type="radio"/>                   | <input type="radio"/>              | <input type="radio"/>               | <input type="radio"/>        | <input type="radio"/>       |

What would you identify as the City Manager's strengths that was achieved during the evaluation period?

**Evaluation of Skills: FISCAL MANAGEMENT**

What performance areas would you identify as needing improvement(s)? Why? What constructive positive suggestions can you offer the City Manager to enhance performance?

Additional Comments?

Evaluator Name:

Evaluator Signature:

Date:

City Council Meeting  
June 9, 2025

Information Only

## **CONSENT ITEMS 1.1**

Approval of City Council Meeting Minutes - May 12, 2025

**Issue:**

The City of Zephyrhills City Council held a regular meeting on May 12, 2025.

**Background:**

Minutes from that meeting were prepared and are presented for the Council's review and approval.

**Attachment(s):**

1. M05.12.2025

**Fiscal Impact:**

N/A

**Staff Recommendation:**

Staff Recommends approval.



## **REGULAR CITY COUNCIL MEETING**

A Regular City Council Meeting was held on May 12, 2025 at 6:00 PM in the Council Chambers of City Hall and Via GoToMeeting (646) 749-3122 - Access Code: 855-960-693. Council President Charles E. Proctor called the meeting to order at 6:00 PM

Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Charles Proctor, Jodi Wilkeson, Steven Spina and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: Chief of Police Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, CRA Director Gail Hamilton, HR & Risk Management Director Sandra Amerson, Airport Manager Nathan Coleman, Finance Director Ted Beason, Building Official Calvin Switzer, Public Information Officer Kevin Weiss, Library Director Peggy Panak, IT Specialist Krista Crews, Code Enforcement Officer Joel Bacon and City Clerk Ricardo Quinones. Utilities Director John Bostic III attended virtually.

The Invocation was led by Brody Bishop, Youth Council Member.

The Pledge of Allegiance followed.

### **CITIZEN COMMENTS**

Mike Almeida - 36500 Smithfield Lane - Spoke from the floor.

Mr. Almeida shared several issues his community has faced when dealing with the developer.

Councilwomen Wilkeson expressed the City is limited in what it can do but agreed this is an undesirable situation and if the developer is not doing what they should, the City can pull the performance bond.

City Manager William Poe said that the developer has been responsive to the City's task requests.

Council advised Mr. Almeida to reach out to Florida State and seek an attorney due to the number of issues.

Elizabeth Cruz - 6016 Village Walk - Spoke from the floor.

Mrs. Cruz spoke on behalf of the Cruz family (no relation) as the family primarily spoke Spanish.

The Cruz family resides at 7349 16th Street and claimed to have received a code violation for animal noises.

Code Enforcement Officer Joel Bacon clarified that the initial complaint was about cats but upon inspection, the number of animals at the Cruz residence, including Chickens and Turkeys, is excessive. They have 30 days to bring it into compliance or could face fines up to \$500. It was noted that since there is a planned discussion on a future Backyard Chicken Ordinance for Zephyrhills, if the Ordinance passes, it will influence the number of chickens the Cruz family can keep, but they will still need to make a large reduction.

### **MAYOR**

1 Youth Council Update

Mayor Monson introduced the Youth Council to give an update on their activities. The Youth Council updated Council on the success of their positive message project and the over 400 cards collected to be dispersed to hospitals, retirement and nursing homes where individuals could use a kind word to lift their spirits. Youth Council expressed ideas for the Main Street Zephyrhills KidsFest on June 21st 2025. Council shared ideas on how the Youth Council can partner and advertise their events.

### **1. CONSENT ITEMS**

- 1.1 Approval of Budget Visioning Workshop Minutes -April 14, 2025
- 1.2 Approval of City Council Meeting Minutes - April 28, 2025
- 1.3 Appointment of New Library Advisory Board Member
- 1.4 Approval of Agreement 41-25-11 to Increase Step Pay - Detective Steven Walker
- 1.5 Approval of Agreement 41-25-12 to Increase Step Pay - Officer Johnathan Arocho
- 1.6 Approval of Utility Agreement 45-25-10 for 37710 Perth Drive Zephyrhills FL 33541
- 1.7 Approval of Utility Agreement 45-25-11 for 38317 Vinson Ave Zephyrhills FL 33542
- 1.8 Approval of Utility Agreement 45-25-12 for 4406 Plum Street Zephyrhills FL 33542
- 1.9 Approval of Utility Agreement 45-25-13 for 4410 Plum Street Zephyrhills FL 33542
- 1.10 AMENDMENT 3 TO LOAN AGREEMENT WW510531 with FDEP - 64-20-01

***Steven Spina motioned to approve consent items as presented. Seconded by Jodi Wilkeson. Motion Passed, 5-0.***

## 2. FINANCE DIRECTOR'S REPORT

### 2.1 Audit Report

Mary Fernandez, Consultant with DG Perry presented the Audit report showing the City of Zephyrhills passed inspection.

***Lance Smith motioned to accept the audit report as presented. Seconded by Steve Spina. Motion Passed, 5-0.***

### 2.2 Budget Adjustment for Building Department Scanning Project

Finance Director Ted Beason presented the need for adjusting the budgeted amount for the Building Department Scanning Project to include additional documents from Human Resources and Planning Department.

Discussion followed with it being noted the City was behind 10 years worth of scanning. Council advised Staff to keep up with scanning and to not fall behind again.

***Jodi Wilkeson motioned to approved budget adjustment as presented. Seconded by Lance Smith. Motion Passed, 5-0.***

## 3. BUSINESS ITEMS

### 3.1 Community Development Block Grant 2nd Public Hearing - Neighborhood Revitalization

Dave Fox of Fred Fox Foundation led the second public hearing, presenting the City's CDBG application for the Neighborhood Revitalization category.

Council President Proctor opened a public hearing.

Julie Vandemheer - 6041 16th Street. - spoke from the floor.

Mrs. Vandemheer shared her pleasure in the proposed improvements the City will make to Zephyr Park with the CDBG funds.

Council President closed the public hearing.

***Steven Spina motioned to approve the CDBG application for the Neighborhood Revitalization category. Seconded by Jodi Wilkeson. Motion Passed, 5-0.***

### 3.2 Community Development Block Grant 2nd Public Hearing - Commercial Revitalization

Dave Fox of Fred Fox Foundation led the second public hearing, presenting the City's CDBG application for the Commercial Revitalization category.

Council President Proctor opened a public hearing. None spoke from the floor.

Council President closed the public hearing.

***Jodi Wilkeson motioned to approve the CDBG application for the Commercial Revitalization category. Seconded by Lance Smith. Motion Passed, 5-0.***

\* \*Mayor Monson requested to add six emergency items, the Resolutions that related to the CDBG applications. \*\*

***Lance Smith motioned to approve the Mayor's emergency items. Seconded by Jodi Wilkeson. Motion Passed, 5-0.***

**\*Emergency item 1 - RESOLUTION NO. 853-25 "A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT TO FLORIDA COMMERCE FOR FEDERAL FISCAL YEAR 2023-2024."**

City Attorney Matthew Maggard read Resolution No 853-25 by title.

***Steven Spina motioned to approve RESOLUTION NO. 853-25. Seconded by Lance Smith. Motion Passed, 5-0.***

**\*Emergency item 2 - RESOLUTION NO. 854-25 "A RESOLUTION OF THE CITY OF ZEPHYRHILLS AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT TERM OBJECTIVES OF THE CITY OF ZEPHYRHILLS COMMUNITY DEVELOPMENT PLAN."**

City Attorney Matthew Maggard read Resolution No 854-25 by title.

***Steven Spina motioned to approve RESOLUTION NO. 854-25. Seconded by Lance Smith. Motion Passed, 5-0.***

**\*Emergency item 3 - RESOLUTION NO. 855-25 "A RESOLUTION AUTHORIZING THE USE OF FIFTY THOUSAND DOLLARS (\$50,000.00) OF CITY OF ZEPHYRHILLS FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD**

**REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION  
THE CITY IS SUBMITTING TO FLORIDA COMMERCE FOR FEDERAL FISCAL YEAR  
2023-2024. "**

City Attorney Matthew Maggard read Resolution No 855-25 by title.

***Lance Smith motioned to approve RESOLUTION NO. 855-25. Seconded by Kenneth Burgess. Motion Passed, 5-0.***

**\*Emergency item 4 - RESOLUTION NO. 856-25 "A RESOLUTION AUTHORIZING THE  
SUBMISSION OF ANAPPLICATION FOR THE SMALL CITIES COMMUNITY  
DEVELOPMENT BLOCK GRANT TO FLORIDA COMMERCE FOR FEDERAL FISCAL  
YEAR 2023-2024. "**

City Attorney Matthew Maggard read Resolution No 856-25 by title.

***Kenneth Burgess motioned to approve RESOLUTION NO. 856-25. Seconded by Lance Smith.  
Motion Passed, 5-0.***

**\*Emergency item 5 - RESOLUTION NO. 857-25 "A RESOLUTION OF THE CITY OF  
ZEPHYRHILLS AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND  
SHORT TERM OBJECTIVES OF THE CITY OF ZEPHYRHILLS COMMUNITY  
DEVELOPMENT PLAN. "**

City Attorney Matthew Maggard read Resolution No 857-25 by title.

***Kenneth Burgess motioned to approve RESOLUTION NO. 857-25. Seconded by Lance Smith.  
Motion Passed, 5-0.***

**\*Emergency item 6 - RESOLUTION NO. 858-25 "A RESOLUTION AUTHORIZING THE  
USE OF FIFTY THOUSAND DOLLARS (\$50,000.00) OF CITY OF ZEPHYRHILLS  
FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD  
REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICA TION  
THE CITY IS SUBMITTING TO FLORIDA COMMERCE FOR FEDERAL FISCAL YEAR  
2023-2024. "**

City Attorney Matthew Maggard read Resolution No 858-25 by title.

***Lance Smith motioned to approve RESOLUTION NO. 858-25. Seconded by Kenneth Burgess. Motion Passed, 5-0.***

Dave Fox noted that the City can only get funded through one category, but by having two applications our chances to secure funding increase.

**3.3 Amended City Permit and Safety Fee Schedule**

**RESOLUTION 852-25 " A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE PERMIT  
AND SAFETY FEE SCHEDULE. "**

City Attorney Matthew Maggard read RESOLUTION NO. 852-25 by title.

Building Official Calvin Switzer explained the primary purpose of the amendment was to clean up language due the Fire Department no longer being part of the City.

***Jodi Wilkeson motioned to Approve Resolution No. 852-25. Seconded by Lance Smith. Motion Passed, 5-0.***

**4. PLANNING DIRECTOR'S REPORT**

**4.1 Tree Ordinance Discussion**

Planning Director Todd Vande Berg updated Council on the current status of the Tree Ordinance plans. Mr. Vande Berg shared that Staff decided to do the investigation and amendments in-house instead of paying consultant fees.

Tree Ordinances were pulled from various municipalities for comparison and a summary of the Planning Commissions discussion was provided to Council for review. Mr. Vande Berg asked for any comments or questions so that he can bring something back before Council on the June 9th, 2025 meeting.

**5. CITY MANAGER'S REPORT**

**5.1 Chicken Ordinance - Discussion**

City Manager William Poe shared that citizens have come in on several occasions inquiring about owning chickens. Mr. Poe asked Council to have a conversation about modifying our ordinances to allow residents to have chickens.

Council President Proctor asked Code Enforcement Officer Joel Bacon to give a summary of the current state of chickens in Zephyrhills.

Code Enforcement Officer Joel Bacon shared with Council that Code Enforcement is not out looking for chickens. If folks have chickens and Code Enforcement does not know about it, then they are maintaining them well. If folks are not maintaining them well, then they are easy to find. Mr. Bacon shared if we emulated some of the Chicken Ordinances from other agencies, that would be easy to maintain.

Discussion followed, noting that roosters should not be allowed and if requiring permits for chicken coops was feasible. Building Official Calvin Switzer shared that it would be hard to regulate chicken coops specifically, but accessory use permits already exist and coops currently fall under that category.

Council President opened the floor for public comments.

Julie Vandemheer - 6041 16th Street. - spoke from the floor. She spoke in favor of having chickens in Zephyrhills.

Danelle Vandemheer - 6041 16th Street. - spoke from the floor. She also spoke in favor of having chickens in Zephyrhills.

Council President closed the floor for public comments.

Discussion followed.

\* \*Council took an informal poll if they were in favor of allowing chickens:

Lance Smith - Yes.

Jodi Wilkeson - Yes, but concerned about the administrative strain.

Steven Spina - No.

Kenneth Burges - Yes, but wants heavy fines to discourage abuse.

Charles Proctor - Yes, he tried to pass this before and citizens keep asking for it.

Mayor Monson - Concerned about what we open ourselves to.

City Attorney to write an Ordinance to bring before Council in a future meeting.

#### 5.2 Tennis Center Agreement 37-25-05 - Indoor Facility

City Manager Poe explained the Tennis Center Management agreement has been amended to allow the City to use the facilities for up to 8 weeks during June and July and for City events. Clarification was added that we were not limited to the events listed in the agreement; they are examples only.

***Lance Smith motioned to Approve Tennis Center Agreement 37-25-05. Seconded by Ken Burgess. Motion Passed, 5-0.***

## **MAYOR ANNOUNCEMENTS**

Mayor Monson announced the Memorial Day event on Monday May 26th at Zephyr Park.

## **CITY MANAGER ANNOUNCEMENTS**

City Manager Poe informed Council of the Tibbitts groundbreaking ceremony on May 13th at 10:00am and Pasco County CDBG-DR meeting May 13th at 6:00pm at Train Depot.

At the ASPA awards ceremony last Friday, May 9th, both CHIPZ and our Finance Department won awards.

## **CITY ATTORNEY ANNOUNCEMENTS - NONE**

## **CITY COUNCIL COMMENTS**

Kenneth Burges - Confirmed this is the only meeting in the library.

Steven Spina - None.

Jodi Wilkeson - None.

Lance Smith - Thanked Public Works for clearing ditches and asked for an engineer letter on Silverado. Code Enforcement has not inspected after recent rain.

Charles Proctor - Thank Code Enforcement for looking into the surrounding areas Chicken Ordinances.

## **6. NOTED ITEMS**

### **6.1 RCM Utilities, Manhole rehabilitation**

ADJOURN 7:58 PM

Submitted by Ricardo Quiñones

## **CONSENT ITEMS 1.2**

Request approval to purchase a Chevy 3500 Utility Vehicle

**Issue:**

Request approval to purchase a Chevy 3500 Utility Vehicle for the Wastewater Collections Section

**Background:**

This vehicle will be added to the Wastewater Collections fleet for servicing lift stations, force mains, gravity mains, etc.

**Attachment(s):**

1. NJPA\_ZEPHYRHILLS, CITY OF\_61697\_Quote\_2
2. PA Review Comments

**Fiscal Impact:**

The provided quote from Alan Jay Fleet Sales is for \$84,923.00 and has been approved in the FY25 budget.

**Staff Recommendation:**

It is staff's recommendation to the City Council to approve this item as presented.



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

|                                |                                         |                     |                 |                                         |
|--------------------------------|-----------------------------------------|---------------------|-----------------|-----------------------------------------|
| PHONE (800) ALANJAY (252-6529) |                                         | DIRECT 863-402-4234 | WWW.ALANJAY.COM | 61697-2                                 |
| Corporate Office               | 2003 U.S. 27 South<br>Sebring, FL 33870 | MOBILE 863-273-1105 | Mailing Address | P.O. BOX 9200<br>Sebring, FL 33871-9200 |
|                                |                                         | FAX 863-402-4221    |                 |                                         |

ORIGINAL QUOTE DATE  
2/19/2025

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
5/6/2025

|                   |                      |        |                              |     |
|-------------------|----------------------|--------|------------------------------|-----|
| REQUESTING AGENCY | ZEPHYRHILLS, CITY OF |        |                              |     |
| CONTACT PERSON    | RANDY MURPHY         | EMAIL  | rmurphy@CI.ZEPHYRHILLS.FL.US |     |
| PHONE             | 813-862-6178         | MOBILE | 813-714-8268                 | FAX |

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

|                                                                 |             |      |             |
|-----------------------------------------------------------------|-------------|------|-------------|
| MODEL                                                           | CK30953 1WT | MSRP | \$68,715.00 |
| 2025 CHEVY SILVERADO 3500HD DOUBLE CAB PICKUP 4WD DRW WT 8' BED |             |      |             |

CUSTOMER ID

CONTRACT PRICE \$49,199.00

|            |        |
|------------|--------|
| BED LENGTH | 8' Bed |
|------------|--------|

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

| FACTORY OPTIONS | DESCRIPTION                                                                                    |            |
|-----------------|------------------------------------------------------------------------------------------------|------------|
| GAZ             | Summit White                                                                                   | \$0.00     |
| H2G             | Jet Black, Vinyl seat trim                                                                     | \$0.00     |
| L5P             | Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible                                    | \$9,985.00 |
| MGM             | Transmission, Allison 10-speed automatic                                                       | \$0.00     |
| 1WT             | OPTIONS Work Truck Preferred Equipment Group                                                   | \$0.00     |
| AZ3             | Seats, front 40/20/40 split-bench                                                              | \$0.00     |
| BHP             | Winter Grille Cover                                                                            | \$0.00     |
| C49             | Defogger, rear-window electric                                                                 | \$220.00   |
| DD8             | Mirror, inside rearview auto-dimming                                                           | \$0.00     |
| DWI             | Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass | \$655.00   |
| DZW             | Dual Rear Wheels                                                                               | \$0.00     |
| E63             | Durabed, pickup bed                                                                            | \$0.00     |
| FE9             | Emissions, Federal requirements                                                                | \$0.00     |
| G9Y             | GVWR, 14,000 lbs. (6350 kg) with dual rear wheels                                              | \$0.00     |
| GU6             | Rear axle, 3.42 ratio                                                                          | \$0.00     |
| IOR             | Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo  | \$0.00     |
| K05             | Engine block heater                                                                            | \$0.00     |
| K40             | Exhaust brake                                                                                  | \$0.00     |
| KC9             | Power outlet, bed mounted, 120-volt                                                            | \$0.00     |
| KI4             | Power outlet, interior, 120-volt                                                               | \$220.00   |
| KW5             | Alternator, 220 amps                                                                           | \$0.00     |
| NZZ             | Skid Plates                                                                                    | \$145.00   |
| PQA             | WT/CX Safety Package                                                                           | \$590.00   |
| Q21             | Wheels, 18" (45.7 cm) Polished forged aluminum                                                 | \$1,545.00 |
| QHY             | Tires, LT235/80R18 all-terrain, blackwall                                                      | \$0.00     |
| QT5             | Tailgate, gate function manual with EZ Lift                                                    | \$0.00     |
| U01             | Lamps, Smoked Amber roof marker, (LED)                                                         | \$0.00     |
| UD5             | Front and Rear Park Assist, ultrasonic                                                         | \$0.00     |
| UFG             | Rear Cross Traffic Alert                                                                       | \$0.00     |
| UJM             | Tire Pressure Monitoring System                                                                | \$0.00     |
| UKC             | Lane Change Alert with Side Blind Zone Alert                                                   | \$0.00     |
| V46             | Bumper, front chrome                                                                           | \$195.00   |
| VJH             | Bumper, rear chrome                                                                            | \$0.00     |
| VQO             | LPO, Black work step                                                                           | \$570.00   |
| ZAE             | Tire, spare LT235/80R18 blackwall all-terrain                                                  | \$0.00     |

### SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

|     |                                                           |          |
|-----|-----------------------------------------------------------|----------|
| ZLQ | WT Fleet Convenience Package                              | \$145.00 |
| --- | Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr | \$0.00   |
| --- | Capped Fuel Fill                                          | \$0.00   |

| FACTORY OPTIONS  |                                                                                                                                                                                                                                                                                                                                                                          | \$14,270.00 |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| CONTRACT OPTIONS | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                              |             |
| NEW-TAG          | New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)                                                                                                                                                                                                                                                        | \$245.00    |
| EWD              | EXTENDED WARRANTY DECLINED                                                                                                                                                                                                                                                                                                                                               | \$0.00      |
| BUA              | Federal Signal 90 dB back-up alarm.                                                                                                                                                                                                                                                                                                                                      | \$185.00    |
| 3KR              | Additional key and remote, cut and programmed.                                                                                                                                                                                                                                                                                                                           | \$310.00    |
| RS 4             | Stick on rain shields (4-doors).                                                                                                                                                                                                                                                                                                                                         | \$135.00    |
| DTF 4 TRK        | Deep tint film installed on four doors and back glass for extended/crew cab pickups.                                                                                                                                                                                                                                                                                     | \$245.00    |
| D-BOX            | REMOVE FACTORY PICKUP BOX & HAVEST CAMERA FOR RE-INSTALLATION IN AFTERMARKET EQUIPMENT.                                                                                                                                                                                                                                                                                  | \$155.00    |
| CAMERA RR        | Remove and re-install factory camera from tailgate.                                                                                                                                                                                                                                                                                                                      | \$325.00    |
| K 696D54J        | Knapheide 8' DRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)                                                                                                                                                                                                                                                       | \$12,760.00 |
| K 7/4 WIRE       | 7 way flat camper trailer wiring with 4 prong flat                                                                                                                                                                                                                                                                                                                       | \$215.00    |
| K CLV-SB         | Class V Hitch for Service Body                                                                                                                                                                                                                                                                                                                                           | \$1,200.00  |
| K PTL2           | Tow Pintle combo with 2" Ball to mount in receiver                                                                                                                                                                                                                                                                                                                       | \$355.00    |
| AJ COMP 6-LED    | LED compartment lights installed in all compartments of 8' or 9' service body.                                                                                                                                                                                                                                                                                           | \$785.00    |
| FS RSL TRK-AW    | Federal Signal Road Side Lighting Package includes 2 Micropulse LED's (Amber/White) in Grille, 2 Micropulse LED's (Amber/White) mounted to rear tail gate with white bezel, 1 eight head Amber Signal Master stick installed inside back glass, 1 Compact Digital Soft Button 6 switch controller.                                                                       | \$2,100.00  |
| NOTE             | Customer Requests Traffic Advisor Mounted as close to headliner as possible.                                                                                                                                                                                                                                                                                             | \$0.00      |
| GO-LIGHTDC       | Model 20074GT LED GoLight with wireless hand held and dash mount controls                                                                                                                                                                                                                                                                                                | \$1,035.00  |
| 806-1206-PU      | XANTREX 600W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom. | \$565.00    |
| OUTLET REAR      | Weather-resistant outlet at rear of truck on curbside.                                                                                                                                                                                                                                                                                                                   | \$195.00    |
| SWITCHES         | CUSTOMER REQUESTS SWITCH: 1-ALL LIGHTS RANDOM, 2-TAKE DOWNS/ALLEYS, 3-LEFT ARROW, 4-RIGHT ARROW                                                                                                                                                                                                                                                                          | \$110.00    |
| D-RING           | (6) D-RING STYLE CARGO SECUREMENT POINTS (3) PER SIDE INSTALLED FLOOR OF CARGO AREA                                                                                                                                                                                                                                                                                      | \$534.00    |
| CONTRACT OPTIONS |                                                                                                                                                                                                                                                                                                                                                                          | \$21,454.00 |

|                                                             |                                   |             |
|-------------------------------------------------------------|-----------------------------------|-------------|
| TRADE IN                                                    | TOTAL COST                        | \$84,923.00 |
| YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ |                                   |             |
|                                                             | TOTAL COST LESS TRADE IN(S) QTY 1 | \$84,923.00 |

Estimated Annual payments for 60 months paid in advance: \$19,525.55

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER [Ashlee.Wilson@AlanJay.com](mailto:Ashlee.Wilson@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.





Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work TruckMSRP:\$52,400.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible

Transmission, Allison 10-speed automatic

OPTIONS

| CODE    | MODEL                                                                            | MSRP        |
|---------|----------------------------------------------------------------------------------|-------------|
| CK30953 | [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck | \$52,400.00 |
| OPTIONS |                                                                                  |             |
| 1WT     | Work Truck Preferred Equipment Group                                             | \$0.00      |
| AZ3     | Seats, front 40/20/40 split-bench                                                | \$0.00      |
| BHP     | Winter Grille Cover                                                              | Inc.        |
| C49     | Defogger, rear-window electric                                                   | \$225.00    |
| DD8     | Mirror, inside rearview auto-dimming                                             | Inc.        |

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck (✔)  
Complete )

|     |                                                                                                 |      |            |
|-----|-------------------------------------------------------------------------------------------------|------|------------|
| DWI | Mirrors, outside power-adjustable vertical trailinging with heated and auto-dimming upper glass |      | \$660.00   |
| DZW | Dual Rear Wheels                                                                                |      | \$0.00     |
| E63 | Durabed, pickup bed                                                                             |      | \$0.00     |
| FE9 | Emissions, Federal requirements                                                                 |      | \$0.00     |
| G9Y | GVWR, 14,000 lbs. (6350 kg) with dual rear wheels                                               | Inc. |            |
| GAZ | Summit White                                                                                    |      | \$0.00     |
| GU6 | Rear axle, 3.42 ratio                                                                           | Inc. |            |
| H2G | Jet Black, Vinyl seat trim                                                                      |      | \$0.00     |
| IOR | Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo   |      | \$0.00     |
| K05 | Engine block heater                                                                             | Inc. |            |
| K40 | Exhaust brake                                                                                   | Inc. |            |
| KC9 | Power outlet, bed mounted, 120-volt                                                             | Inc. |            |
| KI4 | Power outlet, interior, 120-volt                                                                |      | \$225.00   |
| KW5 | Alternator, 220 amps                                                                            | Inc. |            |
| L5P | Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible                                     |      | \$9,990.00 |
| MGM | Transmission, Allison 10-speed automatic                                                        | Inc. |            |
| NZZ | Skid Plates                                                                                     |      | \$150.00   |
| PQA | WT/CX Safety Package                                                                            |      | \$595.00   |
| Q21 | Wheels, 18" (45.7 cm) Polished forged aluminum                                                  |      | \$1,550.00 |
| QHY | Tires, LT235/80R18 all-terrain, blackwall                                                       |      | \$0.00     |
| QT5 | Tailgate, gate function manual with EZ Lift                                                     | Inc. |            |
| U01 | Lamps, Smoked Amber roof marker, (LED)                                                          | Inc. |            |
| UD5 | Front and Rear Park Assist, ultrasonic                                                          | Inc. |            |
| UFG | Rear Cross Traffic Alert                                                                        | Inc. |            |
| UJM | Tire Pressure Monitoring System                                                                 | Inc. |            |
| UKC | Lane Change Alert with Side Blind Zone Alert                                                    | Inc. |            |
| V46 | Bumper, front chrome                                                                            |      | \$200.00   |
| VJH | Bumper, rear chrome                                                                             | Inc. |            |
| VQO | LPO, Black work step                                                                            |      | \$575.00   |

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

|                    |                                                           |      |             |
|--------------------|-----------------------------------------------------------|------|-------------|
| ZAE                | Tire, spare LT235/80R18 blackwall all-terrain             |      | \$0.00      |
| ZLQ                | WT Fleet Convenience Package                              |      | \$150.00    |
| —                  | Battery, heavy-duty dual 730 cold-cranking amps/70 Amp-hr | Inc. |             |
| —                  | Capped Fuel Fill                                          | Inc. |             |
| SUBTOTAL           |                                                           |      | \$66,720.00 |
| Adjustments Total  |                                                           |      | \$0.00      |
| Destination Charge |                                                           |      | \$1,995.00  |
| TOTAL PRICE        |                                                           |      | \$68,715.00 |

FUEL ECONOMY

Est City:N/A  
Est Highway:N/A  
Est Highway Cruising Range:N/A

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Data Version: 24756. Data Updated: Feb 18, 2025 6:47:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Standard Equipment

| Package                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)                                                           |
| Mechanical                                                                                                                                                                                    |
| Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)                                        |
| Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)                                                                                                      |
| Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)                                                                |
| Durabed, pickup bed (STD)                                                                                                                                                                     |
| GVWR, 11,600 lbs. (5262 kg) with single rear wheels (STD) (Included and only available with CK30953 model with (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.) |
| Push Button Start                                                                                                                                                                             |
| Air filter, heavy-duty                                                                                                                                                                        |
| Air filtration monitoring                                                                                                                                                                     |
| Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)                                                                                                    |
| Auto-locking rear differential                                                                                                                                                                |
| Four wheel drive                                                                                                                                                                              |
| Cooling, external engine oil cooler                                                                                                                                                           |
| Cooling, auxiliary external transmission oil cooler                                                                                                                                           |
| Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)       |
| Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)                                                                                                                                     |
| Trailer brake controller, integrated                                                                                                                                                          |
| Recovery hooks, front, frame-mounted, Black                                                                                                                                                   |
| Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section                                                                                                          |
| Suspension Package                                                                                                                                                                            |
| Steering, Recirculating ball with smart flow power steering system                                                                                                                            |
| Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors                                                                                                                                   |
| Brake lining wear indicator                                                                                                                                                                   |
| Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)                                                                                            |

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Mechanical

Exhaust, single, side

Exterior

- Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)
- Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)
- Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)
- Single Rear Wheels (STD)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumpers, front, Black
- Bumpers, rear, Black
- BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
- CornerStep, rear bumper
- Moldings, beltline, Black
- Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)
- Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- Door handles, Black grained
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate and bed rail protection cap, top

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Exterior

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Wireless Phone Projection for Apple CarPlay and Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass, located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power

Remote Keyless Entry with 2 transmitters

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Interior

|                                                                                              |
|----------------------------------------------------------------------------------------------|
| Cruise control, electronic with set and resume speed, steering wheel-mounted                 |
| Power outlet, front auxiliary, 12-volt                                                       |
| USB Ports, 2, Charge/Data ports located on instrument panel                                  |
| Air conditioning, single-zone                                                                |
| Air vents, rear, heating/cooling (Not available on Regular Cab models.)                      |
| Mirror, inside rearview, manual tilt                                                         |
| Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted        |
| Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) |

Safety-Mechanical

|                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Automatic Emergency Braking                                                                                                                             |
| Front Pedestrian Braking                                                                                                                                |
| StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist |

Safety-Exterior

|                                                            |
|------------------------------------------------------------|
| Daytime Running Lamps with automatic exterior lamp control |
|------------------------------------------------------------|

Safety-Interior

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)                                                                                                                                                                                                                                                              |
| OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.) |
| HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Lane Departure Warning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Following Distance Indicator                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Safety-Interior

- Forward Collision Alert
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Indicator-Seat Belt WARNING, Rear Seat (Requires Crew Cab or Double Cab model.)
- Seat Belt Adjustable Guide Loops front row only (Included and only available on Crew Cab and Double Cab models.)
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
- Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire) (Not included on dual rear wheel models.)

Processing-Other

- Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

- Warranty Note: <<< Preliminary 2025 Warranty >>>
- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years (Rust-Through): 6
- Corrosion Years: 3
- Corrosion Miles/km (Rust-Through): 100,000
- Corrosion Miles/km: 36,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000
- Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Technical Specifications

Powertrain

Transmission

|                                     |                  |                                    |           |
|-------------------------------------|------------------|------------------------------------|-----------|
| Drivetrain                          | Four Wheel Drive | Trans Order Code                   | MGM       |
| Trans Type                          | 10               | Trans Description Cont.            | Automatic |
| Trans Description Cont. Again       | N/A              | First Gear Ratio (:1)              | 4.54      |
| Second Gear Ratio (:1)              | 2.87             | Third Gear Ratio (:1)              | 2.06      |
| Fourth Gear Ratio (:1)              | 1.72             | Fifth Gear Ratio (:1)              | 1.48      |
| Sixth Gear Ratio (:1)               | 1.26             | Reverse Ratio (:1)                 | 4.54      |
| Clutch Size                         | N/A              | Trans Power Take Off               | N/A       |
| Final Drive Axle Ratio (:1)         | N/A              | Transfer Case Model                | N/A       |
| Transfer Case Gear Ratio (:1), High | 1.00             | Transfer Case Gear Ratio (:1), Low | N/A       |
| Transfer Case Power Take Off        | N/A              | Seventh Gear Ratio (:1)            | 1.00      |
| Eighth Gear Ratio (:1)              | 0.85             | Ninth Gear Ratio (:1)              | 0.69      |
| Tenth Gear Ratio (:1)               | 0.63             |                                    |           |

Mileage

|                             |     |                           |     |
|-----------------------------|-----|---------------------------|-----|
| EPA Fuel Economy Est - Hwy  | N/A | Cruising Range - City     | N/A |
| EPA Fuel Economy Est - City | N/A | Fuel Economy Est-Combined | N/A |
| Cruising Range - Hwy        | N/A | Estimated Battery Range   | N/A |

Engine

|                          |            |                      |                              |
|--------------------------|------------|----------------------|------------------------------|
| Engine Order Code        | L5P        | Engine Type          | Turbocharged Diesel V8       |
| Displacement             | 6.6L/-TBD- | Fuel System          | Common-rail Direct Injection |
| SAE Net Horsepower @ RPM | 470 @ 2800 | SAE Net Torque @ RPM | 975 @ 1600                   |
| Engine Oil Cooler        | Yes        |                      |                              |

Electrical

|                                     |     |                                    |     |
|-------------------------------------|-----|------------------------------------|-----|
| Cold Cranking Amps @ 0° F (Primary) | 730 | Cold Cranking Amps @ 0° F (2nd)    | N/A |
| Cold Cranking Amps @ 0° F (3rd)     | N/A | Maximum Alternator Capacity (amps) | 220 |

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Powertrain

Cooling System

|                               |     |
|-------------------------------|-----|
| Total Cooling System Capacity | N/A |
|-------------------------------|-----|

Vehicle

Emissions

|                                        |     |                          |     |
|----------------------------------------|-----|--------------------------|-----|
| Tons/yr of CO2 Emissions @ 15K mi/year | N/A | EPA Greenhouse Gas Score | N/A |
|----------------------------------------|-----|--------------------------|-----|

Chassis

Weight Information

|                              |           |                               |              |
|------------------------------|-----------|-------------------------------|--------------|
| Standard Weight - Front      | 0.00 lbs  | Standard Weight - Rear        | 0.00 lbs     |
| Base Curb Weight             | N/A       | Gross Axle Wt Rating - Front  | 5600 lbs     |
| Gross Axle Wt Rating - Rear  | 10400 lbs | Curb Weight - Front           | N/A          |
| Curb Weight - Rear           | N/A       | Option Weight - Front         | 0.00 lbs     |
| Option Weight - Rear         | 0.00 lbs  | Reserve Axle Capacity - Front | N/A          |
| Reserve Axle Capacity - Rear | N/A       | As Spec'd Curb Weight         | N/A          |
| As Spec'd Payload            | N/A       | Maximum Payload Capacity      | N/A          |
| Gross Combined Wt Rating     | 40000 lbs | Gross Axle Weight Rating      | 16000.00 lbs |
| Curb Weight                  | N/A       | Reserve Axle Capacity         | N/A          |
| Total Option Weight          | 0.00 lbs  | Payload Weight Front          | 0 lbs        |
| Payload Weight Rear          | 0 lbs     | Gross Vehicle Weight Rating   | 14000.00 lbs |

Trailer

|                                         |           |                                        |          |
|-----------------------------------------|-----------|----------------------------------------|----------|
| Dead Weight Hitch - Max Trailer Wt.     | 5000 lbs  | Dead Weight Hitch - Max Tongue Wt.     | 500 lbs  |
| Wt Distributing Hitch - Max Trailer Wt. | 20000 lbs | Wt Distributing Hitch - Max Tongue Wt. | 2000 lbs |
| Fifth Wheel Hitch - Max Trailer Wt.     | 31270 lbs | Fifth Wheel Hitch - Max Tongue Wt.     | 7817 lbs |
| Maximum Trailering Capacity             | 20000 lbs |                                        |          |

Frame

|                 |             |                         |     |
|-----------------|-------------|-------------------------|-----|
| Frame Type      | Hydroformed | Sect Modulus Rails Only | N/A |
| Frame RBM       | N/A         | Frame Strength          | N/A |
| Frame Thickness | N/A         |                         |     |

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Chassis

Suspension

|                                 |                |                                |             |
|---------------------------------|----------------|--------------------------------|-------------|
| Suspension Type - Front         | Short/Long Arm | Suspension Type - Rear         | Independent |
| Spring Capacity - Front         | N/A            | Spring Capacity - Rear         | N/A         |
| Axle Type - Front               | N/A            | Axle Type - Rear               | N/A         |
| Axle Capacity - Front           | N/A            | Axle Capacity - Rear           | N/A         |
| Axle Ratio (:1) - Front         | 3.42           | Axle Ratio (:1) - Rear         | 3.42        |
| Shock Absorber Diameter - Front | 51 mm          | Shock Absorber Diameter - Rear | 51 mm       |
| Stabilizer Bar Diameter - Front | 1.38 in        | Stabilizer Bar Diameter - Rear | N/A         |

Tires

|                                  |             |                                   |             |
|----------------------------------|-------------|-----------------------------------|-------------|
| Front Tire Order Code            | QHY         | Rear Tire Order Code              | QHY         |
| Spare Tire Order Code            | ZAE         | Front Tire Size                   | LT235/80R18 |
| Rear Tire Size                   | LT235/80R18 | Spare Tire Size                   | LT235/80R18 |
| Front Tire Capacity              | N/A         | Rear Tire Capacity                | N/A         |
| Spare Tire Capacity              | N/A         | Revolutions/Mile @ 45 mph - Front | N/A         |
| Revolutions/Mile @ 45 mph - Rear | N/A         | Revolutions/Mile @ 45 mph - Spare | N/A         |

Wheels

|                     |               |                      |               |
|---------------------|---------------|----------------------|---------------|
| Front Wheel Size    | 18 x -TBD- in | Rear Wheel Size      | 18 x -TBD- in |
| Spare Wheel Size    | 18 x -TBD- in | Front Wheel Material | Aluminum      |
| Rear Wheel Material | Aluminum      | Spare Wheel Material | N/A           |

Steering

|                                 |                        |                                 |     |
|---------------------------------|------------------------|---------------------------------|-----|
| Steering Type                   | Pwr Recirculating Ball | Steering Ratio (:1), Overall    | N/A |
| Steering Ratio (:1), On Center  | N/A                    | Steering Ratio (:1), At Lock    | N/A |
| Turning Diameter - Curb to Curb | 53.9 ft                | Turning Diameter - Wall to Wall | N/A |

Brakes

|                                |     |                        |         |
|--------------------------------|-----|------------------------|---------|
| Brake Type                     | Pwr | Brake ABS System       | 4-Wheel |
| Brake ABS System (Second Line) | N/A | Disc - Front (Yes or ) | Yes     |

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD (CK30953) 4WD Double Cab 162" Work Truck ( Complete )

Chassis

Brakes

|                                   |             |                                    |             |
|-----------------------------------|-------------|------------------------------------|-------------|
| Disc - Rear (Yes or )             | Yes         | Front Brake Rotor Diam x Thickness | 14 x 1.6 in |
| Rear Brake Rotor Diam x Thickness | 14 x 1.6 in | Drum - Rear (Yes or )              | N/A         |
| Rear Drum Diam x Width            | N/A         |                                    |             |

Fuel Tank

|                            |        |                                |     |
|----------------------------|--------|--------------------------------|-----|
| Fuel Tank Capacity, Approx | 36 gal | Aux Fuel Tank Capacity, Approx | N/A |
| Fuel Tank Location         | N/A    | Aux Fuel Tank Location         | N/A |

Dimensions

Interior Dimensions

|                    |          |                      |          |
|--------------------|----------|----------------------|----------|
| Passenger Capacity | 6        | Front Head Room      | 43.03 in |
| Front Leg Room     | 44.54 in | Front Shoulder Room  | 66.02 in |
| Front Hip Room     | 61.18 in | Second Head Room     | 39.88 in |
| Second Leg Room    | 35.24 in | Second Shoulder Room | 64.88 in |
| Second Hip Room    | 60.24 in |                      |          |

Exterior Dimensions

|                               |           |                                 |           |
|-------------------------------|-----------|---------------------------------|-----------|
| Wheelbase                     | 162.48 in | Length, Overall w/o rear bumper | N/A       |
| Length, Overall w/rear bumper | N/A       | Length, Overall                 | 256.54 in |
| Width, Max w/o mirrors        | 96.75 in  | Height, Overall                 | 80.2 in   |
| Overhang, Front               | N/A       | Overhang, Rear w/o bumper       | N/A       |
| Front Bumper to Back of Cab   | N/A       | Cab to Axle                     | 55.24 in  |
| Cab to End of Frame           | N/A       | Ground to Top of Load Floor     | N/A       |
| Ground to Top of Frame        | N/A       | Frame Width, Rear               | N/A       |
| Ground Clearance, Front       | 10.39 in  | Ground Clearance, Rear          | 10.39 in  |
| Body Length                   | 0.00 ft   | Cab to Body                     | N/A       |

Cargo Area Dimensions

|                          |          |                                 |          |
|--------------------------|----------|---------------------------------|----------|
| Cargo Box Length @ Floor | 98.27 in | Cargo Box Width @ Top, Rear     | N/A      |
| Cargo Box Width @ Floor  | 71.4 in  | Cargo Box Width @ Wheelhousings | 50.55 in |

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Dimensions

Cargo Area Dimensions

|                         |          |                        |     |
|-------------------------|----------|------------------------|-----|
| Cargo Box (Area) Height | 21 in    | Tailgate Width         | N/A |
| Cargo Volume            | 83.5 ft³ | Ext'd Cab Cargo Volume | N/A |

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**Review Comments on:** 2025 CHEVY SILVERADO 3500HD DOUBLE CAB PICKUP – 8' BED

The attached Quote was presented to Purchasing to see if it complies with the Coop being purchased from.

**Coop:** SOURCEWELL—Discount ranging from 24.45% down to 6.14%

**Company:** Alan Jay Fleet Sales

**Contract:** 2025 091521-NAF & 032824-NAF

**Contract Dates:** 22-08-2025 & 07-09-2028

**Base Purchase Price:** MSRP: \$68,715.00

CONTRACT PRICE: \$49,199.00, provided a discount of 28.4 percent

**Options – not confirmed. Provides discounts**

**CONTRACT PRICE: \$49,199.00**

**FACTORY OPTIONS: \$14,270.00**

**CONTRACT OPTIONS: \$21,454.00**

**Total Cost of vehicle: \$84,923.00**

Tag is included at \$245.00

**Reviewed by:** Karen Miller – Purchasing Agent 05/08/2025

Attachment: Quote and price list.

## **CONSENT ITEMS 1.3**

Request Council's Approval and Signature Upon the Close Out Document for the Advanced WW Treatment Upgrade FDEP SRF Loan WW510531 - *64-20-01*

**Issue:**

Approval and signature upon the close out document for the WWTP Upgrade FDEP SRF Loan WW510531.

**Background:**

The City completed a project at the WWTP to upgrade the treatment system to include Advanced Wastewater Treatment. This process would reduce nutrients into the environment. The City obtained SRF Loan from FDEP at 0% interest rate.

**Attachment(s):**

1. City of Zephyrhills - WW510531 - Amendment 4 - Final Close Out

**Fiscal Impact:**

The original loan request was for \$6,188,840 with an actual disbursement amount of \$5,565,865.

**Staff Recommendation:**

Staff recommends to the City Council to approve the loan close out document as presented.



**STATE REVOLVING FUND  
AMENDMENT 4 TO LOAN AGREEMENT WW510531  
CITY OF ZEPHYRHILLS**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF ZEPHYRHILLS, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW510531, as amended, authorizing a Loan amount of \$6,188,840, excluding Capitalized Interest, and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$622,975. The revised total amount awarded is \$5,565,865.
2. The Loan Service Fee is \$111,317. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$5,565,865.
3. The total amount of the Loan to be repaid is \$5,677,182. This consists of \$5,565,865 disbursed to the Local Government, plus accrued Capitalized Interest of \$0 and service fee charges of \$111,317.
4. The total amount remaining to repay, which amount accounts for the Department's receipt of 4 Semiannual Loan Payments is \$5,045,922, consisting of unpaid principal of the Loan of \$4,934,605 and an unpaid service fee charge of \$111,317 .
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$140,164.50. Such payments shall be received by the Department on August 15, 2025 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid.
6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |                |             |                                                 |                |                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------|-------------|-------------------------------------------------|----------------|------------------------------|
| Federal Program Number                                                                                                  | Federal Agency | CFDA Number | CFDA Title                                      | Funding Amount | State Appropriation Category |
| CS-12000119-0                                                                                                           | EPA            | 66.458      | Capitalization Grants for State Revolving Funds | \$5,565,865    | 140131                       |

7. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

| CATEGORY                               | PROJECT COSTS (\$) |
|----------------------------------------|--------------------|
| Construction and Demolition            | 5,312,956          |
| Technical Services During Construction | 252,909            |
| SUBTOTAL (Total Disbursed)             | 5,565,865          |
| Capitalized Interest                   | 0                  |
| TOTAL (Loan Principal Amount)          | 5,565,865          |

8. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Loan Agreement WW510531 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
CITY OF ZEPHYRHILLS

\_\_\_\_\_  
City Council President

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

\_\_\_\_\_  
City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

## **CONSENT ITEMS 1.4**

Approval of Agreement 37-25-07 - R&M Services - Hydrant Maintenance

**Issue:**

The City needs to have their hydrants tested annually.

**Background:**

The City has had their fire hydrants serviced on an annual basis for quite some time. Due to the number of hydrants we have, it is more cost-effective to have an agreement with an organization to perform this task.

The City currently has approximately 900 hydrants.

**Attachment(s):**

1. R\_M Service Solutions Piggyback 06092025(36332538.1)
2. Exhibit A - R\_M Longboat(36332541.1)

**Fiscal Impact:**

The cost is annually budgeted and should be approximately \$75,000 for FY25.

**Staff Recommendation:**

It is the staff's recommendation to the City Council to approve this item as presented.

**AGREEMENT TO PIGGYBACK ON A CONTRACT  
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY**

WHEREAS, **R&M SERVICE SOLUTIONS, LLC** a Florida limited liability company (the "Contractor") duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, in this Agreement referred to as 'CONTRACTOR', entered into an agreement dated January 6, 2025, with the **TOWN OF LONGBOAT KEY, FLORIDA**, whose address is Procurement Division, 501 Bay Isles Road, Longboat Key, Florida 34228, a Florida municipal corporation, for **FIRE HYDRANT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES (IFB 19-091)** services procured pursuant to F. S. §287.057 (the "Contract");

WHEREAS, the **City of Zephyrhills**, a Florida municipal corporation (the "City") has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to continue "piggybacking" onto the above referenced Contract for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the **Town of Longboat Key** and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the work is completed.
3. The City and Contractor agree to follow the current terms of the Contract with **Town of Longboat Key** which expires on **January 5, 2028**, with two (2) additional (1) one-year renewal if so desired and agreed to by the City of Zephyrhills and the Contractor.
4. The following document is incorporated into and made a part of this Agreement: **Town of Longboat Key Agreement for IFB-091 Fire Hydrant Maintenance, Repair and Replacement Services** dated January 6, 2025, is attached hereto as **Exhibit A**.
5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. Notwithstanding any provision herein to the contrary, the City may terminate this

Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.

8. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
9. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
10. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR [CITYCLERK@CI.ZEPHYRHILLS.FL.US](mailto:CITYCLERK@CI.ZEPHYRHILLS.FL.US) OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
11. Indemnity. Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
12. Insurance. Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy

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

13. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR [CITYCLERK@CI.ZEPHYRHILLS.FL.US](mailto:CITYCLERK@CI.ZEPHYRHILLS.FL.US) OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.

R&amp;M SERVICE SOLUTIONS, LLC

CITY OF ZEPHYRHILLS

---

Signature
Date

Date

---

Lance A. Smith
Date

Date \_\_\_\_\_

City Council President

---

Print Name and Title

---

Print Name and Title

WITNESS

ATTEST

---

Signature \_\_\_\_\_
Date \_\_\_\_\_

Date

---

|                  |      |
|------------------|------|
| Ricardo Quinones | Date |
|------------------|------|

---

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Date \_\_\_\_\_

City Clerk

EXHIBIT

A

|          |                    |
|----------|--------------------|
| To:      | Howard             |
| From:    | Kari               |
| Date:    | 1/3/2025           |
| Subject: | Signature approval |

Howard,

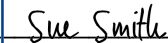
Attached for your signature is an annual agreement for fire hydrant maintenance and repair. The initial term is for 3-years with 2 optional renewals.

.

Thank you-

Kari

DocuSigned by:

  
FINANCE

401.30.52.546.4604

Bal \$93,722



## **TOWN OF LONGBOAT KEY**

### **AGREEMENT**

#### **FOR**

### **IFB 24-091 FIRE HYDRANT MAINTENANCE, REPAIR AND REPLACEMENT SERVICES**

This **AGREEMENT** for annual fire hydrant maintenance, repair and replacement services (hereinafter "Agreement") is entered into by and between the Town of Longboat Key, 501 Bay Isles Road, Longboat Key, FL 34228, a political subdivision of the State of Florida (hereinafter "Town") and **R&M Service Solutions, LLC** whose address is 7256 West Port Place., West Palm Beach, Florida 33413 and whose Federal Employer Identification Number is 27-1422665, (hereinafter "Contractor"), as of the latest date appearing on the signature lines below.

**WHEREAS**, the Town desires to retain the services of a competent and qualified contractor to provide services to include but not be limited to performing annual fire hydrant maintenance, repair and replacement services testing services in accordance with all applicable local, state, and federal rules; and,

**WHEREAS**, the Town has solicited for these services via IFB 24-091 Fire Hydrant Maintenance, Repair and Replacement Services, an advertised invitation for bid; and,

**WHEREAS**, after review and consideration of all responsive bids to IFB 24-091, the Town intends to engage the Contractor to provide the services; and

**WHEREAS**, the Contractor is agreeable to providing the Town the services and represents that it is capable and prepared to do so;

**NOW, THEREFORE**, in consideration of the promises contained herein, the parties hereby agree, as follows:

#### **SECTION 1.0 –SERVICES TO BE PERFORMED BY THE CONTRACTOR**

1.1 The Town does hereby retain the Contractor to furnish, provide and perform the services (collectively, the "Services") described in the Scope of Work and the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto (collectively, "IFB 24-091" is attached hereto as a composite "Exhibit A" and made a part of this Agreement).

#### **SECTION 2.0 –COMPENSATION**

##### **2.1 General**

2.1.1 The Town shall pay the Contractor in accordance with "Exhibit B, Bid Form", which is attached hereto and made a part of this Agreement. Payment to the Contractor will be made only for the actual quantities of services performed.

2.1.2 All of the Contractor's invoices shall be accompanied by service and location records for all billable items appearing on the invoice. Additional supporting documents may be requested by the Town and, if so requested, shall be furnished by the Contractor to the Town's Finance Director's satisfaction. These include, but are not limited to, reimbursable expenses as outlined in Section 2.2 of this Agreement.

2.1.3 The Contractor's Project Manager or any authorized officer shall attest to the correctness and accuracy of all charges and requested reimbursements.

2.1.4 Each individual invoice shall be due and payable in accordance with the State of Florida Prompt Payment Act, Chapter 218, Florida Statutes. All invoices shall be delivered to:

Town of Longboat Key  
Attention: Accounts Payable  
501 Bay Isles Road  
Longboat Key, FL. 34228

2.1.5 In order for both parties to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final billing for the Services rendered to the Town. The Contractor's submission of a Final Invoice is its certification that all of its Services have been properly performed and all charges and costs have been invoiced to the Town. Upon receipt of the Final Invoice, the account will be closed, and the Contractor shall be deemed to have waived any further charges not properly included on the Final Invoice.

2.1.6 Intentional misrepresentations of billable items and reimbursable expenses will be pursued to the fullest extent of the law.

## **2.2 Reimbursable Expenses**

2.2.1 All of the Contractor's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the Town's Reimbursable Fee Schedule that is attached hereto as "Exhibit C" and made a part of this Agreement. "Reimbursable Expenses" are the actual, pre-approved expenses incurred directly in connection with the tasks the Town has requested. Reimbursable Expenses will be reimbursed by the Town at cost, but not to exceed the amounts listed, as applicable, on Exhibit C. The Contractor's request for payment shall include copies of paid receipts, invoices or other documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

2.2.2 All assets (durable goods) purchased as Reimbursable Expenses become the property of the Town upon completion of the Services for which the asset was utilized. All such assets must be surrendered by delivery to the Town immediately upon (i) demand, (ii) termination of this Agreement, or (iii) the conclusion of the project, whichever event occurs first.

2.2.3 It is the responsibility of the Contractor to maintain a current inventory of all such assets.

## **SECTION 3.0 – CONTRACTOR'S REPRESENTATIONS**

In order to induce Town to enter into this Agreement, Contractor makes the following representations, upon which the Town has actually and justifiably relied:

3.1 That Contractor has examined and carefully studied all applicable documents, and that Contractor has the experience, expertise, and resources to perform all required Services.

3.2 That Contractor has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.

3.3 That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.

3.4 The Contractor is a Florida Limited Liability Company registered and in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

3.5 The Contractor has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

3.6 The Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

3.7 The Contractor shall, at no additional cost to the Town, re-perform those Services which fail to

satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

**SECTION 4.0 - ENTIRETY OF AGREEMENT**

4.1 The Town and the Contractor agree that this Agreement sets forth the entire Agreement between the parties with respect to its subject matter, and there are no promises or understandings other than those stated herein.

4.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Town and the Contractor pertaining to the Services, whether written or oral.

**SECTION 5.0 – INSURANCE**

5.1 The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance coverage in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the Town as a named, additional insured, as well as furnishing the Town with Certificates of insurance. Said insurance coverages procured by the Contractor as required herein shall be considered, and proposer agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the Town’s liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

5.2 The Contractor is to secure, pay for, and file with the Town, prior to commencing any Services under this Agreement, all certificates for workers’ compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Agreement, the Contractor shall provide the minimum limits of liability insurance coverage as follows:

|                               |             |                        |
|-------------------------------|-------------|------------------------|
| Auto Liability                | \$1,000,000 | Combined Single Limit  |
| General Liability             | \$2,000,000 | Aggregate              |
|                               | \$2,000,000 | Products Aggregate     |
|                               | \$1,000,000 | Any One Occurrence     |
|                               | \$1,000,000 | Personal Injury        |
| Additional Umbrella Liability | \$1,000,000 | Occurrence / Aggregate |
| Professional Liability        | \$1,000,000 | Per Claim / Aggregate  |

The Contractor shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, the Town of Longboat Key named as an additional insured on its General Liability and Automobile Liability policies on a PRIMARY and NON- CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of the Town on all policies. Contractor will maintain the General Liability and Professional Liability insurance coverages summarized above with coverage continuing in full force, including the additional insured endorsement on the General Liability policy until at least three (3) years beyond completion and delivery of the Services agreed upon herein.

5.3 Notwithstanding any other provision of the Agreement, the Contractor shall maintain complete workers’ compensation coverage for each and every employee, principal, officer, representative, or agent of the Contractor who is performing any labor, services, or material under the Agreement. Further, with respect to Employers’ Liability, Contractor shall additionally maintain the following minimum limits of coverage:

|                                        |             |
|----------------------------------------|-------------|
| Bodily Injury Each Accident            | \$1,000,000 |
| Bodily Injury by Disease Each Employee | \$1,000,000 |
| Bodily Injury by Disease Policy Limit  | \$1,000,000 |

5.4 Contractor's insurance policies shall be endorsed to give thirty (30) days written notice to the Town in the event of cancellation or material change.

5.5 Contractor will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Contractor will notify the Town immediately by telephone at (941) 316-1999 of any accident or injury to anyone that occurs on the Services site and is related to any of the Services being performed by the Contractor.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes (F.S.).

## **SECTION 6.0 – TERM OF AGREEMENT**

6.1 The term of the Agreement shall be for a three (3)-year period, commencing upon the effective date and remaining in force and effect unless sooner otherwise terminated herein.

6.2 The Town reserves the right to renew this agreement for two (2) additional one (1)-year periods under the same terms and conditions of the original agreement.

## **SECTION 7.0 – TERMINATION OF AGREEMENT**

7.1 Termination for Cause: Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of this Agreement at the discretion of the Town. In such event, the Town shall issue a Notice of Default to the Contractor specifying the nature of the default and the cure period and terms, if any.

7.2 Termination for Convenience of Town: The Town for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Contractor. Notwithstanding, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Contractor, or failure to fulfill any of the insurance requirements as provided herein. In this event, Contractor shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Contractor: This Agreement may be terminated by the Contractor by either: (a) mutual consent of both parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the Town.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Contractor under this Agreement shall be made available to and for the exclusive use of the Town at no additional cost to the Town. The Contractor shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the Town's remedy, the Contractor shall be paid for Services actually rendered through the date of termination.

## **SECTION 8.0 – INDEMNIFICATION AND LIABILITY**

8.1 To the fullest extent permitted by law, the Contractor expressly agrees to indemnify, defend, and hold harmless the Town, its officers, directors, agents, and employees (herein called the "indemnitees") from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and

other rights agreed to in this Section, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its sub contractors or persons employed or utilized by them in the performance of the Agreement. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or one million dollars (\$1,000,000.00) per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Agreement and it is part of the project specifications or the bid documents, if any.

8.1.1 The Town's review, comment and observation of the Contractor's service and performance of the Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

8.2 The indemnification obligations under the Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Services. This indemnification shall continue beyond the date of completion of the Services.

8.3 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of the termination of this Agreement for any reason, the terms and conditions of this Agreement will survive as if this Agreement were in full force effect.

## **SECTION 9.0 – NOTICE**

9.1 All notices required under this Agreement shall be sent by email or certified mail, return receipt requested, and if sent to the Town, shall be mailed to:

Howard Tipton, Town Manager  
501 Bay Isles Road  
Longboat Key, FL 34228-3196  
E-mail: [Htipton@longboatkey.org](mailto:Htipton@longboatkey.org)

With a copy to:

Jessie Camburn, Utilities Manager  
600 General Harris  
Longboat Key, FL 34228  
Email: [Jcamburn@longboatkey.org](mailto:Jcamburn@longboatkey.org)

and

Maggie Mooney, Esq.  
Town Attorney  
6853 Energy Court  
Lakewood Ranch, Florida 34240  
E-mail: [mmooney@flgovlaw.com](mailto:mmooney@flgovlaw.com)

and

The Town's Procurement Manager via e-mail at [Purchasing@longboatkey.org](mailto:Purchasing@longboatkey.org)

As to the Contractor:

Mr. Michael George  
7256 West Port Place  
West Palm Beach, Fl. 33413  
Email: [Mgeorge@rmservicesolutions.com](mailto:Mgeorge@rmservicesolutions.com)

## **SECTION 10.0 – MISCELLANEOUS**

10.1 No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

10.2 Contractor binds itself, its partners, successors, assigns, and legal representatives to the Town in respect of all covenants, contracts, and obligations contained in this Agreement. No employees, agents, or representatives of the Town are personally or individually bound by this Agreement.

10.3 The laws of the State of Florida shall govern all provisions of this Agreement. In the event the parties to this Agreement cannot resolve a difference with regard to any matter arising herefrom, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, F.S. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. The sole and exclusive forum, venue, and jurisdiction for any action arising from the Agreement shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.

10.4 If any civil action or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including without limitation, all such fees, costs and expenses incident to mediation, arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, and all other charges billed by the attorney to the prevailing party.

10.5 This Agreement shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

10.6 A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

10.7 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Town and Contractor, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **SECTION 11.0 – PUBLIC RECORDS**

11.1 Pursuant to applicable Florida law, the Contractor's records associated with the Agreement hereunder may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the Town in order to perform the Services. Upon request from the Town's Custodian of Public Records, the Contractor shall provide the Town with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed excepts as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain all public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS TRISH SHINKLE, TOWN CLERK, AT 501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228, (941) 316-1999, [TSHINKLE@LONGBOATKEY.ORG](mailto:TSHINKLE@LONGBOATKEY.ORG).**

#### **SECTION 12.0 – PROHIBITION FOR CONTINGENT FEES**

12.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **SECTION 13.0 – STANDARD OF CARE**

13.1 The Contractor represents to the Town that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

13.2 The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

13.3 The Contractor shall, at no additional cost to the Town, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

13.4 The Contractor warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.

#### **SECTION 14.0 - INDEPENDENT CONTRACTOR**

14.1 The Contractor undertakes performance of the Services as an independent contractor and will be wholly responsible for the methods of performance.

14.2 The Contractor shall not pledge the Town's credit or make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor shall have no right to speak for or bind the Town in any manner.

## **SECTION 15.0 - SUBCONTRACTORS**

15.1 The Town reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

15.2 If a subcontractor fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Contractor determines it is necessary to replace the subcontractor to complete any services in a timely fashion, then the Contractor shall promptly do so, subject to the Town's right to approve the new subcontractor. The failure of a subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the Town under this Agreement.

## **SECTION 16.0 - FORCE MAJEURE**

16.1 The Contractor shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within five (5) days after the occurrence of an Event of Force Majeure, the Contractor shall deliver written notice to the Town describing the event in reasonably sufficient detail and how the event has precluded the Contractor from performing its obligations hereunder. The Contractor's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Contractor to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Contractor shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Contractor shall keep the Town duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

## **SECTION 17.0 – FEDERAL AND STATE TAXES**

17.1 The Town is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the Town will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall the Contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

## **SECTION 18.0 – TOWN RESPONSIBILITIES**

18.1 The Town shall be responsible for providing access to all Town project sites, and providing information in the Town's possession that the Contractor may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the Town.

## **SECTION 19.0 - NON-DISCRIMINATION**

19.1 The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

## **SECTION 20.0 - ACCESS AND AUDITS**

20.1 The Contractor shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The Town shall have access to all books, records, and documents that the Contractor must maintain in accordance with this Section 18 for the purpose of inspection or audit during the Contractor's normal business hours at its usual place of business.



20.2 If the Town determines that the Town has overpaid the Contractor because the Contractor has misrepresented its billable item(s) or reimbursable expenses, the Contractor shall deliver the full amount of any overpayment to the Town. If the Town incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Contractor must pay the Town the full amount of the same as such fees, costs and expenses come due.

20.3 If the Town determines that the Contractor has under billed the Town because the Contractor has miscalculated any reimbursable items or rates after submitting the invoice in accordance with Section 2 of this Agreement, then the Contractor waives any claim for additional payment for those services or reimbursable items.

20.4 All invoices submitted to the Town pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

## **SECTION 21.0 – OWNERSHIP OF DOCUMENTS**

21.1 The Contractor shall be required to cooperate with other Town Contractors and shall timely provide those Contractors any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the Town for its use and/or distribution as the Town may determine in its sole discretion. The Contractor is not liable for any damages, injury or costs associated with the Town's use or distribution of these documents for purposes other than those originally intended by the Contractor.

## **SECTION 22.0 - KEY PERSONNEL**

22.1 The Contractor shall notify the Town in the event of any key personnel changes, which may affect this Agreement. To the extent possible, notification shall be made at least ten (10) days prior to any proposed changes. The Contractor shall at the Town's request, remove without consequence to the Town any subContractor or employee of the Contractor and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services in accordance with this Agreement requirements. The Town has the right and discretion to reject proposed changes in key personnel.

The following personnel of Contractor shall be considered key personnel:

Name: Michael George, General Manager Cell 352-398-9127

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## **SECTION 23.0 - ANNUAL APPROPRIATIONS**

23.1 The Contractor acknowledges that during any fiscal year the Town shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the Town may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Town may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the Town agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Town's performance and obligation to pay the Contractor under this Agreement is contingent upon an annual appropriation being made for that purpose.

## **SECTION 24.0 - LIMITATION OF LIABILITY**

24.1 IN NO EVENT, SHALL THE TOWN BE LIABLE TO THE CONTRACTOR FOR INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE TOWN WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

#### **SECTION 25.0 - DEFAULT AND REMEDY**

25.1 If the Contractor materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Contractor receives written notice of the default from the Town, then the Town shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Contractor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

25.2 If the Town materially defaults in its obligations under this Agreement and fails to cure the same within five (5) days after the date the Town receives written notice of the default from the Contractor, then the Contractor shall have the right to immediately terminate this Agreement by delivering written notice to the Town. Upon any such termination, the Town shall pay the Contractor the full amount due and owing for all Services performed through the date of Agreement termination.

#### **SECTION 26.0 – E-VERIFY**

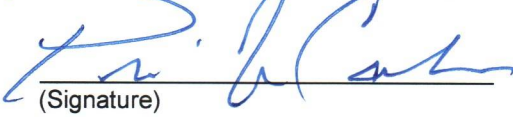
26.1 The Contractor and its subcontractors (if any) warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. The Contractor agrees and acknowledges that the Town is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to this Agreement. Notwithstanding, if the Town has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall terminate the Agreement. If the Town has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Town shall promptly notify the Contractor and order Contractor to immediately terminate the contract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement based on the Contractor's failure to comply with the E-Verify requirements referenced herein.

**[Remainder of this page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year last written below. The Town and the Contractor have signed this Agreement in two originals in counterpart. One counterpart each has been delivered to the Town's Procurement Manager and the Contractor. All portions of the Agreement have been signed, initialed or identified by the Town and the Contractor.

**ATTEST:**

As To R&M Service Solutions, LLC

  
(Signature)

Penni L Cala, Bid Coordinator  
(Print or Type Name)

Date: 01/03/2025

Seal:

**CONTRACTOR:**

**R&M SERVICE SOLUTIONS, LLC**

  
(Signature)

Its General Manager  
(Title of Authorized Representative)

Michael George  
(Print or Type Name)

Date: 01/03/2025

**ATTEST:**

As to Town of Longboat Key, Florida

DocuSigned by:  
  
Trish Shinkle, Town Clerk

Date: 1/6/2025

Seal: DS



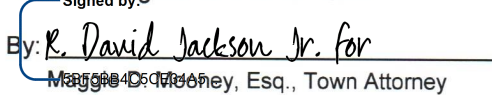
**TOWN**

Town of Longboat Key, Florida

DocuSigned by:  
  
Howard Tipton, Town Manager

Date: 1/6/2025

Review of Agreement as to Form

Signed by:  
  
By: R. David Jackson Jr. for  
Margie D. McInerney, Esq., Town Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                          |                                                                                                                                                             |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>Insurance Office of America</b><br><b>Abacoa Town Center</b><br><b>1200 University Blvd, Suite 200</b><br><b>Jupiter, FL 33458</b> | <b>CONTACT NAME:</b> Dianne Klaus<br><b>PHONE (A/C, No, Ext):</b> (561) 721-3746<br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> Dianne.Klaus@ioausa.com |  |
|                                                                                                                                                          | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                        |  |
| <b>INSURED</b><br><br><b>R&amp;M Service Solutions, LLC</b><br><b>7256 Westport Place, Suite A</b><br><b>West Palm Beach, FL 33413</b>                   | <b>INSURER A:</b> Transportation Insurance Company                                                                                                          |  |
|                                                                                                                                                          | <b>INSURER B:</b> The Continental Insurance Company                                                                                                         |  |
|                                                                                                                                                          | <b>INSURER C:</b> Travelers Property Casualty Company of America                                                                                            |  |
|                                                                                                                                                          | <b>INSURER D:</b>                                                                                                                                           |  |
|                                                                                                                                                          | <b>INSURER E:</b>                                                                                                                                           |  |
|                                                                                                                                                          | <b>INSURER F:</b>                                                                                                                                           |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL INSD  | SUBR WVD | POLICY NUMBER        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |            |          | 6042667780           | 7/21/2024               | 7/21/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 15,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                 |            |          | 6081140945           | 7/21/2024               | 7/21/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                          |            |          | 7034018351           | 7/21/2024               | 7/21/2025               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000                                                                                                                                                                                    |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                | Y / N<br>N | N / A    | 6042667794           | 7/21/2024               | 7/21/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| C        | Equipment Floater                                                                                                                                                                                                                                                                                                         |            |          | QT6605N313831-TIL-24 | 7/21/2024               | 7/21/2025               | Leased/Rented-Item 250,000                                                                                                                                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                           |                                                                                                                                                                |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Town of Longboat Key</b><br><b>501 Bay Isles Road</b><br><b>Longboat Key, FL 34228</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                           | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

# Exhibit A

**Incorporated by reference the Town's Invitation For Bid, IFB 24-091, to include all attachments and addenda, and in the Contractor's response thereto.**

**IFB 24-091 - Fire Hydrant Mainenance, Repair, Replacement Services**

**R&M SERVICE  
SOLUTIONS**

| Bid Item #              | Description                                                                                                                                                                                       | UoM                  | Est Qty | Unit Cost   | Total Cost  |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------|-------------|-------------|
| <b>Hydrant Services</b> |                                                                                                                                                                                                   |                      |         |             |             |
| <b>Maintenance</b>      |                                                                                                                                                                                                   |                      |         |             |             |
| 1                       | Hydrant Maintenance (Inc GPS sub-meter, scrap, wirebrush and paint)                                                                                                                               | Each                 | 405     | \$110.00    | \$44,550.00 |
| 2                       | Scrape, Wire Brush, and Paint Hydrant Only (No Maintenance)                                                                                                                                       | Each                 | 1       | \$110.00    | \$110.00    |
| 3                       | Attach Hydrant ID Tag                                                                                                                                                                             | Each                 | 1       | \$15.00     | \$15.00     |
| 4                       | Install Reflective Road Marker                                                                                                                                                                    | Each                 | 1       | \$20.00     | \$20.00     |
| <b>Repair</b>           |                                                                                                                                                                                                   |                      |         |             |             |
| 5                       | Bonnet and/or Break Away Flange Bolt Replacement                                                                                                                                                  | Each                 | 1       | \$50.00     | \$50.00     |
| 6                       | Upper Barrel Repair                                                                                                                                                                               | Each                 | 1       | \$800.00    | \$800.00    |
| 7                       | Lower Barrel Repair                                                                                                                                                                               | Each                 | 1       | \$1,100.00  | \$1,100.00  |
| 8                       | Hydrant Extension 6 Inch                                                                                                                                                                          | Each                 | 1       | \$900.00    | \$900.00    |
| 9                       | Hydrant Extension 12 Inch                                                                                                                                                                         | Each                 | 1       | \$1,200.00  | \$1,200.00  |
| 10                      | Hydrant Extension 18 Inch                                                                                                                                                                         | Each                 | 1       | \$1,400.00  | \$1,400.00  |
| <b>Replace</b>          |                                                                                                                                                                                                   |                      |         |             |             |
| 11                      | Replace typical bury (48 inch) hydrant on functioning and restrained isolation valve. This scenario will not require a shut down or line stop.                                                    | Each                 | 2       | \$10,500.00 | \$21,000.00 |
| 12                      | Replace typical bury (48 inch) hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on". This scenario will not require a shut down or line stop | Each                 | 2       | \$12,000.00 | \$24,000.00 |
| 13                      | Replace typical bury (48 inch) hydrant and (or install) isolation valve on existing restrained MJ tee. This scenario will require a shut down or line stop.                                       | Each                 | 1       | \$13,000.00 | \$13,000.00 |
| 14                      | Replace typical bury (48 inch) hydrant, isolation valve and tee. This scenario will require a shut down or line stop                                                                              |                      |         |             |             |
| 14a                     | 6 inch x 6 inch tee                                                                                                                                                                               | Each                 | 1       | \$16,000.00 | \$16,000.00 |
| 14b                     | 6 inch x 8 inch tee                                                                                                                                                                               | Each                 | 1       | \$16,500.00 | \$16,500.00 |
| 14c                     | 6 inch x 10 inch tee                                                                                                                                                                              | Each                 | 1       | \$16,750.00 | \$16,750.00 |
| 14d                     | 6 inch x 12 inch tee                                                                                                                                                                              | Each                 | 1       | \$16,850.00 | \$16,850.00 |
| 14e                     | 6 inch x 14 inch tee                                                                                                                                                                              | Each                 | 1       | \$17,250.00 | \$17,250.00 |
| 14f                     | 6 inch x 16 inch tee                                                                                                                                                                              | Each                 | 1       | \$17,500.00 | \$17,500.00 |
| <b>Install</b>          |                                                                                                                                                                                                   |                      |         |             |             |
| water main .            |                                                                                                                                                                                                   |                      |         |             |             |
| 15                      | with 6 inch x 6 inch wet tap                                                                                                                                                                      | Each                 | 1       | \$12,500.00 | \$12,500.00 |
| 15a                     | with 6 inch x 8 inch wet tap                                                                                                                                                                      | Each                 | 1       | \$12,800.00 | \$12,800.00 |
| 15b                     | with 6 inch x 10 inch wet tap                                                                                                                                                                     | Each                 | 1       | \$13,250.00 | \$13,250.00 |
| 15c                     | with 6 inch x 12 inch wet tap                                                                                                                                                                     | Each                 | 1       | \$13,750.00 | \$13,750.00 |
| 15d                     | with 6 inch x 14 inch wet tap                                                                                                                                                                     | Each                 | 1       | \$14,000.00 | \$14,000.00 |
| 15e                     | with 6 inch x 16 inch wet tap                                                                                                                                                                     | Each                 | 1       | \$14,150.00 | \$14,150.00 |
| 16                      | Abandon existing hydrant and isolation valve in place (below ground)                                                                                                                              | Each                 | 1       | \$5,000.00  | \$5,000.00  |
| 17                      | Installation of hydrant other than typical 48 inch bury                                                                                                                                           | per 6 inch increment | 6       | \$450.00    | \$2,700.00  |
| 18                      | Hydrant set more than 6 feet away from centerline of tee                                                                                                                                          | LF                   | 2       | \$200.00    | \$400.00    |
| 19                      | Hydrant set includes restrain 6 inch MJ bend(s)                                                                                                                                                   | Each                 | 1       | \$400.00    | \$400.00    |
| <b>Valve Services</b>   |                                                                                                                                                                                                   |                      |         |             |             |
| 20                      | Valve Maintenance (includes sub-meter GPS location)                                                                                                                                               | Each                 | 50      | \$65.00     | \$3,250.00  |
| 21                      | Valve Maintenance (includes sub-foot GPS location)                                                                                                                                                | Each                 | 50      | \$65.00     | \$3,250.00  |
| 22                      | Valve Maintenance (without GPS location)                                                                                                                                                          | Each                 | 10      | \$65.00     | \$650.00    |

| Bid Item #                                                             | Description                                                                                        | UoM  | Est Qty | Unit Cost   | Total Cost  |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------|---------|-------------|-------------|
| 23                                                                     | Not found Valve (ref. Valve Maintenance scope of work                                              | Each | 30      | \$50.00     | \$1,500.00  |
| 24                                                                     | Raise valve box to grade <12 inch depth (excluding concrete areas and vehicular arteries)          | Each | 30      | \$200.00    | \$6,000.00  |
| 25                                                                     | Raise valve box to grade <12 inch depth in concrete areas and vehicular arteries                   | Each | 30      | \$450.00    | \$13,500.00 |
| 26                                                                     | inch dept but <48 inch dept (excluding concrete areas and vehicular arteries)                      | Each | 5       | \$500.00    | \$2,500.00  |
| 27                                                                     | Raise valve box to grade <12 inch depth but <48 inchdepth in concrete areas and vehicular arteries | Each | 5       | \$1,550.00  | \$7,750.00  |
| 28                                                                     | Replace existing 2 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)    | Each | 5       | \$7,500.00  | \$37,500.00 |
| 29                                                                     | Replace existing 4 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)    | Each | 5       | \$8,000.00  | \$40,000.00 |
| 30                                                                     | Replace existing 6 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)    | Each | 4       | \$8,000.00  | \$32,000.00 |
| 31                                                                     | Replace existing 8 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)    | Each | 1       | \$10,000.00 | \$10,000.00 |
| 32                                                                     | Replace existing 10 inch valve with resilient wedge gate valve on dry pipe (assume 48 inch bury)   | Each | 1       | \$14,000.00 | \$14,000.00 |
| 33                                                                     | Replace existing 12 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)    | Each | 1       | \$15,000.00 | \$15,000.00 |
| 34                                                                     | Replace existing 14 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)    | Each | 1       | \$17,000.00 | \$17,000.00 |
| 35                                                                     | Replace existing 16 inch valve with resilient wedge gate vale on dry pipe (assume 48 inch bury)    | Each | 1       | \$17,000.00 | \$17,000.00 |
| 36                                                                     | Installation of 4 inch insertion valve (assume 48 inch bury)                                       | Each | 3       | \$12,250.00 | \$36,750.00 |
| 37                                                                     | Installation of 6 inch insertion valve (assume 48 inch bury)                                       | Each | 5       | \$13,987.00 | \$69,935.00 |
| 38                                                                     | Installation of 8 inch insertion valve (assume 48 inch bury)                                       | Each | 1       | \$16,125.00 | \$16,125.00 |
| 39                                                                     | Installation of 10 inch insertion valve (assume 48 inch bury)                                      | Each | 1       | \$18,500.00 | \$18,500.00 |
| 40                                                                     | Installation of 12 inch insertion valve (assume 48 inch bury)                                      | Each | 1       | \$23,400.00 | \$23,400.00 |
| 41                                                                     | Installation of 16 inch insertion valve (assume 48 inch bury)                                      | Each | 1       | \$48,000.00 | \$48,000.00 |
| <b>Required use of DI pipe in lieu of C-900 PVC pipe</b>               |                                                                                                    |      |         |             |             |
| 42                                                                     | 6 inch                                                                                             | LF   | 10      | \$58.00     | \$580.00    |
| 42a                                                                    | 8 inch                                                                                             | LF   | 10      | \$71.00     | \$710.00    |
| 42b                                                                    | 12 inch                                                                                            | LF   | 10      | \$91.00     | \$910.00    |
| 42c                                                                    | 14 inch                                                                                            | LF   | 10      | \$150.00    | \$1,500.00  |
| 42d                                                                    | 16 inch                                                                                            | LF   | 10      | \$150.00    | \$1,500.00  |
| <b>Line Stop Services</b>                                              |                                                                                                    |      |         |             |             |
| 43                                                                     | 4 inch line stop (316 SS fitting)                                                                  | Each | 2       | \$13,250.00 | \$26,500.00 |
| 44                                                                     | 4 inch line stop (epoxy fitting)                                                                   | Each | 2       | \$11,550.00 | \$23,100.00 |
| 45                                                                     | 6 inch line stop (316 SS fitting)                                                                  | Each | 2       | \$14,464.00 | \$28,928.00 |
| 46                                                                     | 6 inch line stop (epoxy fitting)                                                                   | Each | 2       | \$13,393.00 | \$26,786.00 |
| 47                                                                     | 8 inch line stop (316 SS fitting)                                                                  | Each | 1       | \$14,986.00 | \$14,986.00 |
| 48                                                                     | 8 inch line stop (epoxy fitting)                                                                   | Each | 1       | \$14,407.00 | \$14,407.00 |
| 49                                                                     | 10 inch line stop (316) SS fitting                                                                 | Each | 1       | \$16,347.00 | \$16,347.00 |
| 50                                                                     | 10 inch line stop (epoxy fitting)                                                                  | Each | 1       | \$15,221.00 | \$15,221.00 |
| 51                                                                     | 12 inch line stop (epoxy fitting)                                                                  | Each | 1       | \$15,221.00 | \$15,221.00 |
| 52                                                                     | 14 inch line stop (epoxy fitting)                                                                  | Each | 1       | \$18,354.00 | \$18,354.00 |
| 53                                                                     | 16 inch line stop (epoxy fitting)                                                                  | Each | 1       | \$20,099.00 | \$20,099.00 |
| <b>Dissimilar OD pipe connection for PVC, DIP, CI and AC pipe only</b> |                                                                                                    |      |         |             |             |

| Bid Item #                    | Description                                                                | UoM  | Est Qty | Unit Cost  | Total Cost   |
|-------------------------------|----------------------------------------------------------------------------|------|---------|------------|--------------|
| 54                            | 6 inch                                                                     | Each | 1       | \$600.00   | \$600.00     |
| 55                            | 8 inch                                                                     | Each | 1       | \$750.00   | \$750.00     |
| 56                            | 10 inch                                                                    | Each | 1       | \$815.00   | \$815.00     |
| 57                            | 12 inch                                                                    | Each | 1       | \$850.00   | \$850.00     |
| 58                            | 14 inch                                                                    | Each | 1       | \$2,100.00 | \$2,100.00   |
| 59                            | Leak sounding at each hydrant and/or valve                                 | Each | 5       | \$50.00    | \$250.00     |
| 60                            | 4 inch by-pass piping                                                      | LF   | 10      | \$175.00   | \$1,750.00   |
| 61                            | 6 inch by-pass piping                                                      | LF   | 10      | \$200.00   | \$2,000.00   |
| 62                            | Mobilization & Demobilization                                              | LS   | 1       | \$1,500.00 | \$1,500.00   |
| 63                            | Maintenance of Traffic (MOT)                                               | LS   | 1       | \$1,500.00 | \$1,500.00   |
| 64                            | Barracade Type I or II with Warning Light                                  | ED   | 1       | \$20.00    | \$20.00      |
| <b>Dewatering</b>             |                                                                            |      |         |            |              |
| 65                            | Dewatering 0-6"                                                            | LF   | 1       | \$225.00   | \$225.00     |
| 66                            | Dewatering 6-12"                                                           | LF   | 1       | \$350.00   | \$350.00     |
| 67                            | Dewatering 12-18"                                                          | LF   | 1       | \$485.00   | \$485.00     |
| <b>Misc. Materials</b>        |                                                                            |      |         |            |              |
| 68                            | Riprap (sand-cement)                                                       | CY   | 1       | \$500.00   | \$500.00     |
| 69                            | Fill                                                                       | CY   | 1       | \$150.00   | \$150.00     |
| 70                            | #57 rock                                                                   | CY   | 1       | \$150.00   | \$150.00     |
| 71                            | Shell rock                                                                 | CY   | 1       | \$150.00   | \$150.00     |
| <b>Sod Replacement</b>        |                                                                            |      |         |            |              |
| 72                            | Bahia                                                                      | SY   | 1       | \$150.00   | \$150.00     |
| 73                            | St. Augustine                                                              | SY   | 1       | \$150.00   | \$150.00     |
| 74                            | Seed & Mulch                                                               | SY   | 1       | \$150.00   | \$150.00     |
| 75                            | Water (1,000 gallons)                                                      | GAL  | 1,000   | \$1.00     | \$1,000.00   |
| <b>Miscellaneous Services</b> |                                                                            |      |         |            |              |
| 76                            | Excavation of Unsuitable Material - Haul offsite & dispose (truck measure) | CY   | 1       | \$650.00   | \$650.00     |
| 77                            | Compaction                                                                 | CY   | 1       | \$250.00   | \$250.00     |
| 78                            | Backfill                                                                   | CY   | 1       | \$265.00   | \$265.00     |
| 79                            | Emergency Call Out Response Time                                           | HRS  | 1       | \$1,000.00 | \$1,000.00   |
| <b>Total Base Bid</b>         |                                                                            |      |         |            | \$974,464.00 |



# Exhibit C

## TOWN OF LONGBOAT KEY, FLORIDA



### REIMBURSABLE COST SCHEDULE

|                                                                                          | Single Side                                               | Double Sided |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------|
| 1. Reproduction Cost                                                                     |                                                           |              |
| A. Regular Copying                                                                       | In accordance with Florida Statutes                       |              |
| B. Blueprint Copy                                                                        | In accordance with Florida Statutes                       |              |
| 2. Subcontractor Services                                                                | Actual Costs                                              |              |
| 3. Special Contractors                                                                   | Actual Costs                                              |              |
| 4. Telecommunications                                                                    |                                                           |              |
| A. Local                                                                                 | Non-reimbursable                                          |              |
| B. Non-Local                                                                             | Actual Costs                                              |              |
| 5. Computer Services                                                                     | Non-reimbursable                                          |              |
| 6. Travel Expenses                                                                       | In accordance with<br>Chapter 112.061<br>Florida Statutes |              |
| 7. Postage, Fed Ex, UPS                                                                  | Actual Costs                                              |              |
| 8. Pre-approved Equipment<br>(Includes purchase and rental of equipment used in project) | Actual Costs                                              |              |

Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with an applicable task designated by the Town to the Contractor.

## CONSENT ITEMS 1.5

Approval of Utility Services Agreement No. 45-25-14 - Gagne Property

### **Issue:**

Approve the attached agreement with Lennar Homes and Robert Gagne for water and sewer utility service for the subdivision at the southeast corner of Chancey Road and US 39. The USA was originally approved by the Council on March 14, 2024. However, after additional research, it was determined a couple sections of line were the appropriate size for the development. Since the lines were appropriately sized, it was agreed the developer would not need to up-size or replace certain sections. The attached agreement modifies the requirements of both the developer and city.

### **Background:**

Lennar Homes of Florida is purchased the Gagne property with entitlements of 218 residential units. With this agreement, Lennar will be responsible for designing, permitting, and constructing the following within 5 years:

- The extension of the water line from Copeland Drive to the western boundary of the property;
- The extension of the sewer line from Copeland Drive to the property line;
- Installation of stub-outs for water and sewer near the intersection of Copeland Drive;

The City will be responsible for:

- The material cost to upsize the sewer line from Copeland Drive to the property from 4" to 6";
- The material cost for upsizing the water line from Copeland Drive to the property from 8" to 12";
- All material and labor costs for the water and sewer stub-outs near Copeland Drive.

### **Attachment(s):**

1. Amended and Restated Utilities Agreement Prarieview Place FINAL(36339505.1)
2. Exhibit B- 2025-03-07 Chancey 116 Utility Extensions (2)(36339502.1)

### **Fiscal Impact:**

The developer will be paid in utility capacity fee credits in the amount of \$195,732.02. This amount may be adjusted based on total expenses actually incurred.

**Staff Recommendation:**

Staff recommends approval of the agreement as presented.

**AMENDED AND RESTATED UTILITIES SERVICES AGREEMENT**  
**BETWEEN CITY OF ZEPHYRHILLS AND**  
**LENNAR HOMES OF FLORIDA, LLC, AS JOINED BY NP-HS LOT OPTION POOL**  
**01, L.P., A DELAWARE LIMITED PARTNERSHIP**

**THIS UTILITY SERVICE AGREEMENT** (this “**Agreement**”) made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Agreement**”), by and between the **CITY OF ZEPHYRHILLS**, a political subdivision of the State of Florida, by and through its City Council (the “**City**”), and **LENNAR HOMES OF FLORIDA, LLC**, a Florida limited liability company (“**Developer**”), as joined by **NP-HS LOT OPTION POOL 01, L.P.**, a Delaware limited partnership (“**Landowner**”).

**WITNESSETH:**

**WHEREAS**, the City is authorized provided in Section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, to enjoy all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law to enter into agreements for the provision of utility services for parties contemplating developments within the City limits;

**WHEREAS**, Developer is the proposed developer of a residential project (the “**Project**”) on that certain property located in the City of Zephyrhills, Pasco County, Florida, described and depicted on **Exhibit “A”** attached hereto (“**Property**”), which is owned by Landowner; and

**WHEREAS**, as a condition to issuing building permits in connection with development of the Project, the City requires Developer to extend certain utility lines for water and wastewater from their current locations near the intersection of Chancey Road and Copeland Road to the Property; and

**WHEREAS**, at the request of the City, Developer has agreed to perform additional the utility installations or increase the capacity of certain utility installations in order to accommodate other future development in the vicinity of the Project; and

**WHEREAS**, Developer and the City, as joined by Robert H. Gagne, as Trustee of the Robert H. Gagne Revocable Trust of 2008 u/a dated January 21, 2008 (“**Gagne**”), the then-owner of the Property, entered into that certain Utilities Services Agreement on or about March 14, 2024 (the “**Original Agreement**”) to memorialize the rights and obligations of the parties with respect to such improvements, including the City’s obligation to reimbursements Developer for some of such improvements; and

**WHEREAS**, Gagne conveyed fee simple title to the Property to Developer by virtue of that certain Trustee’s Deed recorded at Official Records Book 11138, Page 1021 of the Public Records of Pasco County, Florida, then Developer subsequently conveyed fee simple title to the Property to Landowner as part of a land-banking transaction pursuant to the Special Warranty

Deed recorded at Official Records Book 11152, Page 275 of the Public Records of Pasco County, Florida; and

**WHEREAS**, the Original Agreement required upsizing of what was defined as Segment 1, Segment 2 and Segment 4 in the Original Agreement, but the City has subsequently determined through additional testing and modeling that the utility lines in Segment 1, Segment 2 and Segment 4 do not require upsizing and, as such, Developer should be relieved of all obligations concerning the same.

**WHEREAS**, Landowner has joined in this Agreement for the limited purposes set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Recitals; Exhibits.** The foregoing recitals and all exhibits attached hereto are Incorporated herein by reference and made a part of this Agreement.

2. **Purpose.** It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the Project, as the same relate to the design, permitting and construction of the Utility Improvements (as hereinafter defined). This Agreement is intended to define the terms and conditions of the City's and Developer's participation in and respective obligations associated with the Utility Improvements. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. **General Requirements.**

a. **Legal Description.** The land subject to this Agreement (the Property) is identified on **Exhibit "A"** attached hereto and made a part hereof. The obligations, burdens, restrictions, and conditions of this Agreement shall be binding upon and the benefits shall inure to all such legal owners and their successors in interest for any of the land subject to this Agreement (the Property).

b. **Amended and Restated Agreement.** This Agreement amends and restates the Original Agreement in its entirety.

c. **Duration and Effective Date.** This Agreement shall become effective on the date (the "**Effective Date**") the last of the following occurs: (1) this Agreement is fully executed by Developer and the City; and (2) this Agreement is approved by the City Council. This Agreement shall be for a duration of five (5) years from the Effective Date, subject to any conditions precedent or termination provisions set forth herein or mutual agreement.

d. **Development Uses of Land.** The Master Site Plan for the Project sets forth the permitted uses for the Property.

e. Reservations or Dedications for Public Purpose. All reservations and dedications for public purposes shall be provided in accordance with this Agreement.

f. Findings. The City has determined that the Project is consistent with the provisions of the Zephyrhills Comprehensive Plan and the Zephyrhills Land Development Code (collectively, the “**City Regulations**”).

g. Requirements Necessary for the Public Health, Safety and Welfare. The conditions, terms, restrictions, and other requirements determined to be necessary by the City for the public health, safety, or welfare of its citizens are identified and included within the Preliminary Plan/Construction Plans for the Project and this Agreement.

h. Compliance with Legal Requirements and Permitting. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve any Developer of the necessity of complying with the law governing said permitting requirement, condition, term, or restriction.

i. Zoning and Comprehensive Plan Issues. The land use designation for the Project under the Future Land Use Element of the Zephyrhills Comprehensive Plan is Mixed Use, and the zoning designation for the Project is PUD (Planned Unit Development). The City has found the zoning of the Project to be consistent with the land use designations for the Project established in the Future Land Use Element of the Zephyrhills Comprehensive Plan for the Property.

4. **Utility Improvements.**

a. In consideration of the City’s approval of the Project, grant of certain entitlements in connection therewith, and agreement to provide Developer with Utility Capacity Fee Credits as more particularly set forth in Paragraph 5 below, Developer agrees to design, permit and construct at Developer’s sole cost and expense, the following utility improvements (collectively, the “**Utility Improvements**”) to occur in two phases, as follows: (i) as part of “**Phase 1**” (which will allow the Developer to obtain up to 40 certificates of occupancy within the Project), (aa) an extension of the potable water line from its current locations near the intersection of Chancey Road and Copeland Drive to the western boundary of the Property depicted as Segment 5 on the map attached hereto as **Exhibit “B”** and (bb) an extension of a sanitary sewer line from its current location near Copeland Drive and Chancey Road to the Property depicted as Segment 6 on **Exhibit “B”** to the Property (the “**Phase 1 Improvements**”), and (ii) as part of “**Phase 2**”, the installation of stub outs for the water line and sanitary sewer lines completed in the Phase 1 Improvements near the intersection of Copeland Drive and Chancey Road as depicted on **Exhibit “B”** (the “**Stub Outs**”). The Phase 1 Improvements and the Stub Outs are further described and depicted on **Exhibit “B”** attached hereto and made a part hereof. For purposes of clarification.

b. Developer shall design and permit the Utility Improvements in accordance with the approved set of construction plans approved by the City (“**Construction Plans**”) and the terms of this Agreement. At the City’s request, Developer is oversizing the size of the lines and related equipment and facilities of the Phase 1 Improvements to accommodate additional capacity

for other users (the “**Phase 1 Oversizing**”). Specifically, the City has requested that the Phase 1 Oversizing include (i) upsizing the potable water line depicted as Segment 5 on the map attached hereto as **Exhibit “B”** from an 8” line to a 12” line and (ii) upsizing the sanitary sewer line depicted as Segment 6 on **Exhibit “B”** from a 4” line to a 6” line. Additionally, at the City’s request, Developer is completing the construction of the Stub-Outs. For purposes of this Agreement, the City’s obligation for the “Phase 1 Oversizing” shall include, and the City shall reimburse Developer in accordance with this Agreement, for the material cost only in upsizing the potable water line depicted as Segment 5 on the map attached hereto as **Exhibit “B”** from an 8” line to a 12” line and upsizing the sanitary sewer line depicted as Segment 6 on **Exhibit “B”** from a 4” line to a 6” line. The City shall reimburse Developer in accordance with this Agreement, for all material and labor costs for the construction and installation of the Stub Outs. Following approval of the Construction Plans, Developer shall obtain any and all required permits for the Utility Improvements from Pasco County, the City and any and all applicable local and State regulatory agencies, provided, however, the City agrees to apply for and obtain any required permits and approvals from CSX Railroad to allow for any work required within the railroad right of way. The City shall, upon request by Developer, cooperate with Developer in processing permit applications, and Developer agrees to use commercially reasonable efforts to secure all permits that are necessary for the design and construction of the Utility Improvements. Developer is hereby specifically relieved of, and released from, any obligation to design, permit or construct any other utility improvements outside of the Property other than the Phase 1 Improvements and the Stub Outs as part of Phase 2 as further described herein, and the City and Developer hereby acknowledge and agree neither Developer, nor the City shall have any obligation concerning Segment 1, Segment 2, Segment 3 or Segment 4 as described in the Original Agreement.

c. Developer shall commence construction of the Phase 1 Improvements within eighteen (18) months of issuance of all required permits and approvals, and shall complete construction within eighteen (18) months thereafter, subject to extension for delays caused by force majeure. Developer shall commence construction and installation of the Stub Outs as part of Phase 2 within eighteen (18) months of issuance of all required permits and approvals, and shall complete construction within eighteen (18) months thereafter, subject to extension for delays caused by force majeure. Developer shall be responsible for the care and protection of any materials provided or work performed for the Utility Improvements until they are completed and, to the extent applicable, accepted by the City. Following completion, Developer shall provide to the City copies of as-built drawings for the Utility Improvements. All as-built drawings submitted to the City shall include reproducible PDFs, mylars and/or electronic files compatible with AutoCad.

d. Developer shall be required to provide a performance bond in connection with the Utility Improvements.

e. In addition to the CSX approvals and consents referenced in Section 4.b. above, the City acknowledges that Developer’s ability to construct and complete certain of the Utility Improvements outside of the existing public right-of-way will require the City to obtain permanent utility easements from third party landowners. The City agrees to coordinate with Developer to confirm which easements and consents that Developer deems reasonably necessary for it to commence and complete the construction of the Utility Improvements. Developer shall cooperate with the City to facilitate its obtaining of such easements and consents. The City shall

be responsible for any costs associated with obtaining such easements and consents. Developer's obligations under this Agreement are contingent upon the City obtaining such easements and consents within twelve (12) months of the Effective Date of this Agreement. If the City fails to obtain such easements and consents within twelve (12) months of the Effective Date of this Agreement, Developer may terminate this Agreement by providing notice to the City of the same.

5. **Capacity Fees and Credits.** The City has determined that the Phase 1 Oversizing and the construction and installation of the Stub Outs are Utility Capacity Fee creditable in accordance with the terms and conditions of City Ordinance No. 1388-19, as recorded in OR Book 9999 Page 1872 with an Instrument Number of 2019186911. In this regard, the City agrees that Utility Capacity Fee Credits shall be provided to Developer in an amount equal to one hundred percent (100%) of all sums actually and reasonable incurred by Developer for: (a) the material cost only in upsizing the potable water line depicted as Segment 5 on the map attached hereto as **Exhibit "B"** from an 8" line to a 12" line and upsizing the sanitary sewer line depicted as Segment 6 on **Exhibit "B"** from a 4" line to a 6" line in connection with the Phase 1 Oversizing; and (b) all material and labor costs for the construction and installation of the Stub Outs as part of Phase 2, which such amounts shall be evidenced by invoices to be submitted by Developer to the City. Based on the preliminary budget for the Phase 1 Oversizing and the construction and installation of the Stub Outs as part of Phase 2, the City and Developer anticipate that Developer will be entitled to Utility Capacity Fee Credits in the amount of \$195,732.02 for the work undertaken by Developer hereunder, but such amount is subject to adjustment based on the total expenses actually incurred. The Utility Capacity Fee Credits due to Developer under this paragraph may be utilized by Developer in connection with the Project. Notwithstanding the foregoing, to the extent the Utility Capacity Fee Credits due to Developer under this Agreement exceed the amount of utility capacity fees that are due and payable in connection with the Project, the City agrees that it will not issue such excess Utility Capacity Fee Credits, but instead shall reimburse Developer for such excess amount in cash and the City Council hereby authorizes the City Manager to approve any such reimbursement.

6. **General Provisions.**

a. **Termination.** If Developer defaults in its obligations under this Agreement, the City shall provide Developer with a written notice of default, describing those terms and conditions with which Developer has failed to comply. If Developer has not remedied the failure or initiated good faith efforts to remedy the failure within ninety (90) days after receiving the notice of default, the City may terminate this Agreement upon notice to Developer, and Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to City under Florida law, but it is in addition thereto.

b. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received, one day after deposit with Federal Express or comparable one-day express delivery system or transmission by facsimile, addressed to the addressee at its address set forth below or at such other address as such party may



have specified theretofore by notice delivered in accordance with this Section and actually received by the addressee:

If to City:  
William C. Poe, City Manager  
5335 8th Street  
Zephyrhills, Florida 33542

With copy to:  
Todd Vande Berg, Planning Director  
5335 8th Street  
Zephyrhills, Florida 33542

And with a required copy to:  
Matthew E. Maggard  
Shumaker, Loop & Kendrick, LLP  
13134 US Highway 301  
Dade City, Florida 33525

If to Developer:  
Lennar Homes of Florida, LLC  
Attn. Division President and Vice President of Land Development  
4301 W. Boy Scout Blvd., Suite 600  
Tampa, FL 33607

With a Required Copy To:  
Clarke G. Hobby  
Hobby & Hobby, P.A.  
109 N. Brush St., Suite 250  
Tampa, FL 33602

If to Landowner:  
NP-HS Lot Option Pool 01, L.P.  
c/o Hearthstone, Inc.  
23975 Park Sorrento, Suite 220  
Calabasas, CA 91302

c. Entire Agreement. This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations, communications and statements, either oral or written, provided, however, that nothing shall relieve Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the City Regulations for future permits required by Developer, except as specifically waived herein.

d. Modification. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged nor terminated except as authorized by law pursuant to an

instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

e. Waiver. The failure of any party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach or wrongful conduct.

f. Contract Execution. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one and the same Agreement.

g. Gender. Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa.

h. Headings. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

i. Severability. In case one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereon and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

j. Preparation of Agreement. The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement and in the event any ambiguity should be realized in the construction or interpretation of this Agreement the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement. In the event of a conflict between this Agreement and the zoning conditions of approval relating to matters set forth in the Agreement, this Agreement shall govern.

k. Strict Compliance with Laws. Developer agrees that acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State and local laws, rules, regulations, standards and guidelines.

l. Signatories Authority. By the execution hereof the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

m. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Agreement shall be in Pasco County, Florida.

n. Successors and Assigns. The terms of this Agreement shall run with the title to the Property and be binding upon Developer and its successors and assigns. Developer may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation or other entity with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. No such consent shall be required for an assignment, in whole or in part, to any of Developer's affiliates. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. Landowner joins in this Agreement for the purpose of confirming that the Agreement runs with title to the Property and that, if Developer's contract for purchase of the Property (the "PSA") shall terminate after the Effective Date of this Agreement, Landowner shall succeed to the interests, rights and obligations of Developer hereunder. Developer shall provide the City and Landowner notice within five (5) business days of the termination of the PSA and Landowner agrees to confirm the same to the City if so requested .

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**LENNAR HOMES OF FLORIDA, LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF ZEPHYRHILLS, FLORIDA**, a  
political subdivision of the State of Florida

By: \_\_\_\_\_  
Charles Proctor, City Council President

ATTEST:

\_\_\_\_\_  
Ricardo Quiñones, MMC, City Clerk

Approved as to Form and Content

\_\_\_\_\_  
Matthew E. Maggard, City Attorney

[JOINDER OF LANDOWNER TO FOLLOW]

**JOINDER OF LANDOWNER**

Landowner hereby joins in the Agreement for the specific purposes set forth in the Agreement.

**LANDOWNER:**

**NP-HS LOT OPTION POOL 01, L.P.,** a  
Delaware limited partnership

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit "A"

### Legal Description of Property

#### DESCRIPTION: (per Title Commitment)

A parcel of land being TRACTS 103, 104 and 122, and a portion of TRACTS 58, 101, 102, 105, 106, 107, 108, 118, 119, 120, 121 and 123 in Section 24, Township 26 South, Range 21 East, and a portion of TRACTS 97, 112 and 113 in Section 23, Township 26 South, Range 21 East, together with portions of Right-of-Ways, ZEPHYRHILLS COLONY COMPANY, as recorded in Plat Book 1, Page 55 of the Public Records of Pasco County, Florida, together with a portion of the Northwest 1/4 of the Southwest 1/4 and a portion of the Northeast 1/4 of the Southwest 1/4, of Section 24, Township 26 South, Range 21 East, all of Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of Section 24, Township 26 South, Range 21 East, of Pasco County, Florida; thence S.01°47'15"W., along the West line of the Northwest 1/4 of said Section 24, (being the basis of bearings for this legal description), for 81.76 feet to the point of intersection with the Westerly line of the CSX Railroad Right-of-Way, same being the point of intersection with a non-tangent curve, concave Northeasterly, same also being the Northeast corner of that certain property as described in Official Records Book 7964, Page 1218 of the Public Records of Pasco County, Florida; thence the following three (3) courses along the East and South lines and the Westerly extension of the South line of said certain property as described in Official Records Book 7964, Page 1218: (1) thence Southeasterly along said Westerly line of the CSX Railroad Right-of-Way, along the arc of said curve, with a radial bearing of N.68°31'55"E., having a radius of 4,643.87 feet, a central angle of 04°47'51", an arc length of 388.83 feet, and a chord bearing S.23°52'00"E., for 388.72 feet, to the point of tangent; (2) thence continue along said Westerly line of the CSX Railroad Right-of-Way, S.25°21'34"E., for 2,252.90 feet to the point of intersection with the North Right-of-Way line of Chancey Road; (3) thence leaving said Westerly line of the CSX Railroad Right-of-Way, S.76°02'04"W., along said North Right-of-Way line of Chancey Road, for 1,237.84 feet to the point of intersection with the West line of the Southwest 1/4 of said Section 24; thence leaving said North Right-of-Way line of Chancey Road, S.00°17'02"W., along said West line of the Southwest 1/4 of Section 24, for 123.84 feet to the point of intersection with the South Right-of-Way line of Chancey Road, same being the POINT OF BEGINNING; thence leaving said West line of the Southwest 1/4, of Section 24, N.76°02'04"E., along said South Right-of-Way line of Chancey Road, for 1,292.50 feet to the point of intersection with said Westerly line of the CSX Railroad Right-of-Way; thence leaving said South Right-of-Way line of Chancey Road, S.25°21'34"E., along said Westerly line of the CSX Railroad Right-of-Way, for 986.42 feet; thence continue along said Westerly line of the CSX Railroad Right-of-Way, S.25°23'23"E., for 893.80 feet; thence leaving said Westerly line of the CSX Railroad Right-of-Way, S.85°18'42"W., for 1,450.74 feet, thence S.00°37'47"W., for 449.21 feet; thence S.90°00'00"E., for 828.59 feet; thence S.00°04'35"W., for 402.39 feet to the point of intersection with the South line of TRACT 123 in Section 24, Township 26 South, Range 21 East, ZEPHYRHILLS COLONY COMPANY, as recorded in Plat Book 1, Page 55 of the Public Records of Pasco County, Florida; thence, N.89°55'25"W., along the South lines of TRACTS 123, 122 and 121, respectively, in said Section 24, Township 26 South, Range 21 East, ZEPHYRHILLS COLONY COMPANY, for 1,195.75 feet to the point of intersection with the East Right-of-Way of State Road 39; thence leaving said South line of TRACT 121, N.27°12'20"W., along said East Right-of-Way of State Road 39, for 1,392.36 feet; thence leaving said East Right-of-Way of State Road 39, N.82°54'15"E., for 367.70 feet; thence S.89°42'58"E., for 15.00 feet to the point of intersection with said West line of the Southwest 1/4 of Section 24; thence N.00°17'02"E., along said West line of the Southwest 1/4 of Section 24, for 687.23 feet; thence leaving said West line of the Southwest 1/4 of Section 24, S.89°18'49"W., along the Easterly extension of the South line of TRACT 80, in Section 23, Township 26 South, Range 21 East, said ZEPHYRHILLS COLONY COMPANY, for 10.00 feet; thence N.00°17'02"E., for 361.57 feet to the point of intersection with said South Right-of-Way line of Chancey Road; thence N.76°02'04"E., along said South Right-of-Way line of Chancey Road, for 10.32 feet to the point of intersection with said West line of the Southwest 1/4, of Section 24; thence N.00°17'02"E., continuing along said South Right-of-Way line of Chancey Road, same being said West line of the Southwest 1/4, of Section 24, for 20.63 feet to the POINT OF BEGINNING.

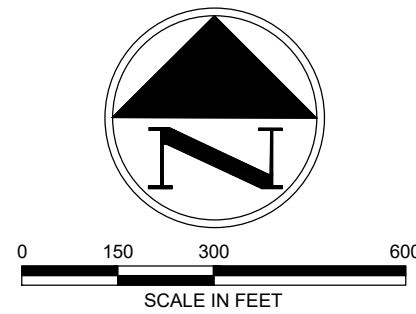
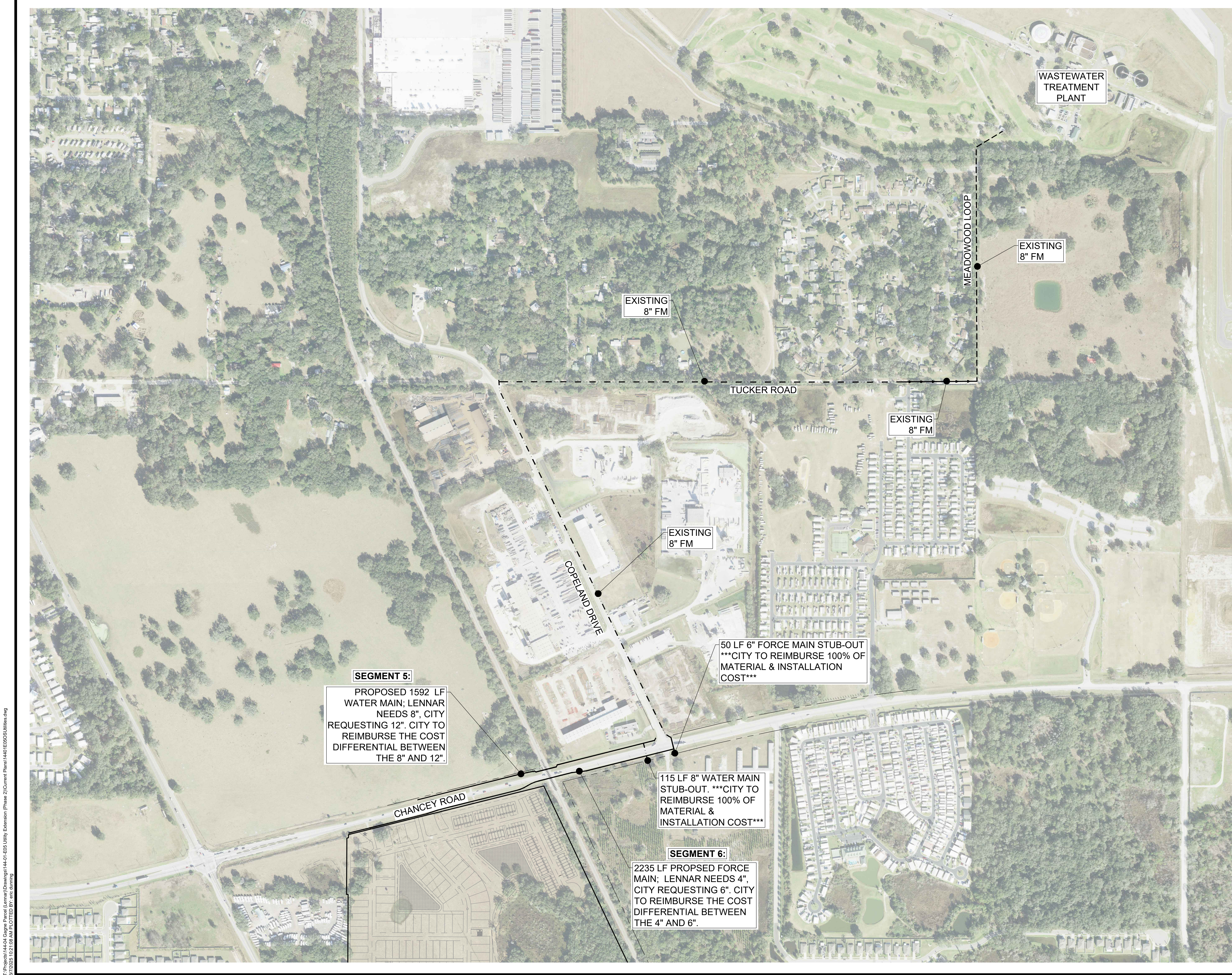
**Exhibit “B”**

**Depiction of Location of Utility Improvements**

See attached



EXHIBIT  
B



|                                                   |            |                                                                                                                                                                                                                                                                     |
|---------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PROJECT NAME:<br>CHANCEY 116<br>UTILITY EXTENSION |            | <div>LEVELUP<br/>CONSULTING, LLC</div> <div></div> <div>505 E. JACKSON STREET<br/>SUITE 200<br/>TAMPA, FLORIDA 33602<br/>OFFICE: 813-375-0616<br/>WWW.LEVELUPFLORIDA.COM</div> |
| DRAWING TITLE:<br>UTILITY EXTENSION PLAN          |            |                                                                                                                                                                                                                                                                     |
| PREPARED FOR:<br>LENNAR                           |            |                                                                                                                                                                                                                                                                     |
| PROJECT No.                                       | 144-01-E05 |                                                                                                                                                                                                                                                                     |
| SHEET                                             | 1 of 1     |                                                                                                                                                                                                                                                                     |

T:\Projects\144-01-0505 Utility Extension (Phase 2)\Current Plans\144-01-E05\0505 Utilities.dwg  
3/7/2025 12:21:58 PM PLOTTED BY: drc.dunning



## **CONSENT ITEMS 1.6**

Approval of Utility Service Agreement No. 45-25-15 - 9011 Fairway Loop Dade City FL 33525

**Issue:**

**Background:**

**Attachment(s):**

1. 45-25-15 for 9011 Fairway Loop Dade City FL 33525

**Fiscal Impact:**

**Staff Recommendation:**

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES  
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 15TH day of May, 2025, between  
CH REALTY IX-LEGACY MHC TAMPA HIGHLANDS LP hereinafter referred to as parties of the first  
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the  
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the  
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of  
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of  
water/sewer to the parcel of land described as follows:

Physical Address: 9011 FAIRWAY LOOP DADE CITY FL 33525

Parcel Identification Number: 24 25 21 0010 08700 0000

Legal Description:

ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 POR OF TRACTS 87 89 90 104 & 105 & ALL OF TRACTS  
103 & 106 & POR OF VACATED R/W ADJACENT TO SAID TRACTS ALL MORE PARTICULARY DESC AS FOLL:  
COM AT SW COR OF SEC TH N00DG 19'06"E ALG WEST BDY OF SEC 1101.83 FT FOR POB TH N00DG 19' 06"E  
ALG SAID BDY 180 FT TH N89DG 53' 42" E 337.90 FT TH N81DG 00' 00"E 781.53 FT TH N00DG 19' 32" 579.35 FT  
TH N26DG 15'00"W 491.66 FT TH S89DG 53' 42"W 419.13 FT TO POB & VACATED 15.00 FT R/W LYING EAST OF  
& ADJACENT TO TRACT 87 & 90 PER RESOLUTION 00-36 PER OR 4268 PG 1635;EXC THE SOUTH 80.00 FT OF  
EAST 65.00 FT OF TRACT 106 & EXC SOUTH 80.00 FT OF WEST 15.00 FT OF VACATED R/W LYING EAST OF &  
ADJACENT TO SAID TRACT 106 OR 7212 PG 1141

2. The parties of the first part do hereby affirm that the lands to which said services shall be  
provided are are not contiguous to the corporate limits of the City of Zephyrhills, and that said  
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands  
involved in this agreement shall at the sole discretion of the City, be annexed and become part of  
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate  
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments  
required to effect such annexation, and in the absence thereof, does hereby appoint the City  
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such  
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of  
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services  
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening  
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the  
cost of construction, such reimbursement being consistent with current City policy as expressed by  
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City  
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and business) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present ~~water/sewer~~ lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or
2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST  
CITY CLERK

BY: PRESIDENT OF CITY COUNCIL

BY: MAYOR

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Charles E. Proctor, President of City Council, Melanie Monson Bahr, Mayor and Ricardo Quiñones City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
My Commission Expires:

(SEAL)

x  
Witness Signature  
Witness Printed Name  
x  
Witness Signature  
Witness Printed Name  
x Colm  
Witness Signature  
Charlotte Koberg  
Witness Printed Name  
x Reagan Doherty  
Witness Signature  
Reagan Doherty  
Witness Printed Name

x  
Applicant Signature  
Applicant Printed Name  
x  
Applicant Signature  
Patrick O'Malley  
Applicant Printed Name

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Patrick O'Malley known by me to be the person(s) described in or who produced Driver's License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 6 day of March, 2025.

(SEAL)

Brittany Lynn Thomas  
NOTARY PUBLIC  
My Commission Expires: Oct 5, 2021



## **CONSENT ITEMS 1.7**

Approval of Utility Service Agreement No. 45-25-16 for 4356 6th Street, Zephyrhills FL 33542

**Issue:**

**Background:**

**Attachment(s):**

1. 45-25-16 for 4356 6th Street Zephyrhills FL 33542

**Fiscal Impact:**

**Staff Recommendation:**

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES  
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 27th day of May, 2025, between  
DG & 100 HOLDING LLC hereinafter referred to as parties of the first  
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the  
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the  
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of  
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of  
water/sewer to the parcel of land described as follows:

Physical Address: 4356 6TH STREET ZEPHYRHILLS FL 33542

Parcel Identification Number: 14 26 21 0050 00400 0130

Legal Description: JENDRAL SUB PB 3 PG 153 WEST 90 FT OF S 1/2 OF LOT 13 BLOCK  
4 7 WEST 90 FT OF LOT 14 BLOCK 4 OR 9703 PG 2860

2. The parties of the first part do hereby affirm that the lands to which said services shall be  
provided are ~~are not~~ contiguous to the corporate limits of the City of Zephyrhills, and that said  
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands  
involved in this agreement shall at the sole discretion of the City, be annexed and become part of  
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate  
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments  
required to effect such annexation, and in the absence thereof, does hereby appoint the City  
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such  
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of  
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services  
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening  
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the  
cost of construction, such reimbursement being consistent with current City policy as expressed by  
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City  
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment



of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (~~residential~~ and business) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or
2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
PRESIDENT OF CITY COUNCIL

BY: \_\_\_\_\_  
MAYOR

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared  
Charles E. Proctor, President of City Council, Melonie Bahr Monson,  
Mayor and Ricardo Quiñones, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Tommy Lee Hunt  
Witness Signature

Tommy-Lee Hunt  
Witness Printed Name

Jaqueline Boges  
Witness Signature

Jaqueline Boges  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printer Name

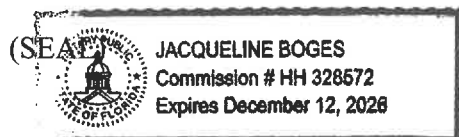
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared  
Douglas Guncet known by me to be the person(s) described in or who produced  
Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 27<sup>th</sup> day of May, 2025.



NOTARY PUBLIC

My Commission Expires:

Douglas Guncet  
Applicant Signature

Douglas Guncet  
Applicant Printed Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

NOTARY PUBLIC

My Commission Expires: December 12, 2026



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company  
DG & 100 HOLDING, LLC

Filing Information

|                 |              |
|-----------------|--------------|
| Document Number | L17000092616 |
| FEI/EIN Number  | N/A          |
| Date Filed      | 04/26/2017   |
| Effective Date  | 04/27/2017   |
| State           | FL           |
| Status          | ACTIVE       |

Principal Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Mailing Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Registered Agent Name & Address

AGELPORTAL, LLC  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Address Changed: 04/05/2023

Authorized Person(s) Detail

Name & Address

Title Manager, Authorized Member

AGELPORTAL, LLC  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
|-------------|------------|



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company  
AGELPORTAL, LLC

Filing Information

Document Number L13000057250  
FEI/EIN Number 46-2569163  
Date Filed 04/18/2013  
Effective Date 04/16/2013  
State FL  
Status ACTIVE

Principal Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Mailing Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Registered Agent Name & Address

DOUGLAS, GUNCET  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Address Changed: 04/05/2023

Authorized Person(s) Detail

Name & Address

Title MGRM  
  
GUNCET, DOUGLAS  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Title MGRM

## **CONSENT ITEMS 1.8**

Approval of Utility Service Agreement No. 45-25-17 for 38310 Jendral Avenue Zephyrhills FL 33542

**Issue:**

**Background:**

**Attachment(s):**

1. 45-25-17 for 38310 Jendral Avenue Zephyrhills FL 33542

**Fiscal Impact:**

**Staff Recommendation:**

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES  
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 27th day of May, 2025, between  
DG & 100 HOLDING LLC hereinafter referred to as parties of the first  
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the  
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the  
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of  
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of  
water/sewer to the parcel of land described as follows:

Physical Address: 38310 JENDRAL AVENUE ZEPHYRHILLS FL 33542

Parcel Identification Number: 14 26 21 0130 00200 0101

Legal Description:

|                                                                          |
|--------------------------------------------------------------------------|
| VINSONS SUB PB 5 PG 17A LOT 10 BLOCK 2 LESS THE EAST 35.00<br>FT THEREOF |
|--------------------------------------------------------------------------|

2. The parties of the first part do hereby affirm that the lands to which said services shall be  
provided are are not contiguous to the corporate limits of the City of Zephyrhills, and that said  
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands  
involved in this agreement shall at the sole discretion of the City, be annexed and become part of  
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate  
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments  
required to effect such annexation, and in the absence thereof, does hereby appoint the City  
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such  
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of  
water lines, sewer lines or conduit of any type for the purposes of providing the municipal services  
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening  
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the  
cost of construction, such reimbursement being consistent with current City policy as expressed by  
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City  
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment



of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and business) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or
2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
PRESIDENT OF CITY COUNCIL

BY: \_\_\_\_\_  
MAYOR

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared  
Charles E. Proctor \_\_\_\_\_, President of City Council, Melonie Bahr Monson \_\_\_\_\_,  
Mayor and Ricardo Quiñones \_\_\_\_\_, City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

Tommy Lee Hunt  
Witness Signature

Tommy-lee Hunt  
Witness Printed Name

Jacqueline Boges  
Witness Signature

Jacqueline Boges  
Witness Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printer Name

\_\_\_\_\_  
Witness Signature

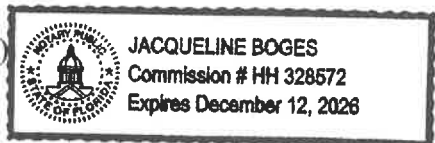
\_\_\_\_\_  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared  
Douglas Guncet known by me to be the person(s) described in or who produced  
Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 27<sup>th</sup> day of May, 2025.

(SEAL)



NOTARY PUBLIC

My Commission Expires:

Douglas Guncet  
Applicant Signature  
Applicant Printed Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

NOTARY PUBLIC

My Commission Expires: December 12, 2026



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company  
DG & 100 HOLDING, LLC

Filing Information

Document Number L17000092616  
FEI/EIN Number N/A  
Date Filed 04/26/2017  
Effective Date 04/27/2017  
State FL  
Status ACTIVE

Principal Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Mailing Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Registered Agent Name & Address

AGELPORTAL,LLC  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Address Changed: 04/05/2023

Authorized Person(s) Detail

Name & Address

Title Manager, Authorized Member

AGELPORTAL, LLC  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
|-------------|------------|



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company  
AGELPORTAL, LLC

Filing Information

Document Number L13000057250  
FEI/EIN Number 46-2569163  
Date Filed 04/18/2013  
Effective Date 04/16/2013  
State FL  
Status ACTIVE

Principal Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Mailing Address

5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Changed: 04/05/2023

Registered Agent Name & Address

DOUGLAS, GUNCET  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544

Address Changed: 04/05/2023

Authorized Person(s) Detail

Name & Address

Title MGRM  
  
GUNCET, DOUGLAS  
5246 Strike the Gold Ln  
Wesley Chapel, FL 33544  
  
Title MGRM

## **CONSENT ITEMS 1.9**

Approval of Task Assignment JE 25-07, CityWorks and Tyler Enterprise ERP Integration

**Issue:**

CityWorks and Tyler Enterprise ERP Integration

**Background:**

The City has transitioned its water meter billing software to Tyler Enterprise ERP (ERP) and would like to implement an integration between the new billing and customer service software with CityWorks. This integration will streamline data maintenance between the customer service and field crews for asset maintenance activities tracked for water meters in both systems. A key part of this effort is the development of an API-driven integration between CityWorks and ERP which will be performed by a Subconsultant, Timmons Group.

**Attachment(s):**

1. 2025-04-03-PECON-Zephyrhills-35-18-03-TA25-07

**Fiscal Impact:**

This project is currently funded under Utility Billing. The TA cost proposal is for \$114,412.00.

**Staff Recommendation:**

Staff recommends approval of this item as presented.

**THE CITY OF ZEPHYRHILLS, FLORIDA**  
**EXHIBIT F – TASK ASSIGNMENT JE 25-07**  
**CITYWORKS AND TYLER ENTERPRISE ERP INTEGRATION**

## **PURPOSE**

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018, and Amendment dated May 24, 2021, between The City of Zephyrhills, Florida, (CITY), and Jones Edmunds & Associates, Inc. (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT when and as authorized by the CITY's representative, when deemed necessary.

## **METHOD OF COMPENSATION**

Payment shall be in accordance with the June 11, 2018, Contract and any Amendments thereafter. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall not exceed One Hundred and Fourteen Thousand, Four Hundred and Twelve dollars (\$114,412). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

## **STANDARD OF CARE**

The CONSULTANT agrees that the software integration produced pursuant to this Task Assignment is performed in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

## **PROCESS**

The following Task Assignment Process shall be followed when engineering services are required. The CONSULTANT shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the CITY for review, revision, and approval.

The CONSULTANT, at minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – CONSULTANT's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Subconsultant Scope of Services
- Attachment 6 – Truth in Negotiation Certificate (as required per Florida Statutes)

All Attachments to this Exhibit F are required for a complete Task Assignment.



## ATTACHMENT 1—SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the Contract unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 6, the CITY and CONSULTANT agree, by signature, to the details negotiated in this Task Assignment.

### BACKGROUND

The CITY has transitioned its water meter billing software to Tyler Enterprise ERP (ERP) and would like to implement an integration between the new billing and customer service software with Cityworks. This integration will streamline data maintenance between the customer service and field crews for asset maintenance activities tracked for water meters in both systems. A key part of this effort is the development of an API-driven integration between Cityworks and ERP which will be performed by CONSULTANT's Subconsultant, Timmons Group.

The CITY and CONSULTANT identified 15 potential workflows where it will be beneficial to have two-way communication between ERP and Cityworks. This will more efficiently process data through the two applications and reduce the need for duplicative data entry. The CONSULTANT and its Subconsultant will work with the CITY to develop the integration between the two applications.

This project will support the following requirements and efforts for software integration:

- Identification of the workflows and asset types involved in the integrations.
- Prioritization of workflows to integrate.
- Guidance on the final design of the configuration needed to support integrations.
- User acceptance testing of integration in both a development and production environment.
- Importing of water meter-related service orders from ERP as Cityworks work orders for meter staff to complete in Cityworks and then update the ERP service order upon completion in Cityworks.
- Documentation of integration.

### SCOPE OF SERVICES

#### TASK 1 – INTEGRATION DISCOVERY AND DESIGN

Jones Edmunds will host a remote 1-hour Kickoff Meeting to bring the CONSULTANT, its Subconsultant, and the CITY's project team participants together, review project scope and timelines, clarify project roles and responsibilities, define the goals of the project, and start to identify the assets and workflows involved in the integration.

The Kickoff Meeting will accomplish the following:

- Introduce the project team.
- Identify the project objectives.
- Understand the desired schedule.

- Identify pertinent data necessary for the project.
- Prioritize workflows for integration.

Following the Kickoff Meeting, the CONSULTANT will coordinate and lead up to five additional 1-hour remote meetings to identify the specifics of the workflows desired for integration. The CONSULTANT's Subconsultant will provide integration documentation requirements to be completed by the CONSULTANT and CITY. Meetings will identify the data needed to be passed from ERP to Cityworks, the template(s) that will be created and/or modified in Cityworks, the specific Cityworks database fields the data from ERP will be pushed into, and the data required for capture by the CITY field crews within Cityworks template(s) and then data required to be pushed back into ERP.

The CONSULTANT will document the workflows and provide a data mapping spreadsheet to capture Cityworks database fields involved in the integration for its Subconsultant. Process documents and worksheets will be submitted to the CITY staff to review and provide input on workflows to complete information about the data tables and fields involved in the integration before being sent to CONSULTANT's Subconsultant.

### **CONSULTANT Deliverables**

- Provide a Kickoff Meeting agenda, lead the meeting, and provide Kickoff Meeting minutes.
- Conduct up to five additional 1-hour remote meetings to identify the workflows, integration details, and system database field information to pass between applications.
- Provide the CITY-approved documentation of workflows to the CONSULTANT's Subconsultant.
- CONSULTANT's Subconsultant will review the CONSULTANT's integration design documentation up to two times.
- For more detail see Attachment 5.

### **CITY Responsibility**

- Coordinate the scheduling of remote meetings with appropriate stakeholders at the CITY with the CONSULTANT and its teams.
- Assist with completing data mapping documentation to provide information on the ERP database and fields involved in the integration.
- Identify the information captured in Cityworks requiring review before data are pushed into ERP.

## **TASK 2 – INTEGRATION DEVELOPMENT**

Cityworks and ERP APIs will be used to the maximum extent possible to support the continued functionality of the integration as future updates are made to each software system. The CONSULTANT's Subconsultant will build the integration in a development environment provided by the CONSULTANT using the documentation created in Task 1 by the CONSULTANT and the CITY.

The CONSULTANT, its Subconsultant, and the CITY will support functionality testing and provide input on the workflows. Upon final testing and acceptance, the CONSULTANT's Subconsultant will work with the CITY and CONSULTANT to implement the integration in the production environment. The CONSULTANT will coordinate with its Subconsultant to update Cityworks to support the final integration process established in the CITY's CWOL environment. The CONSULTANT's Subconsultant will have up to 20 weekly 15-minute standup meetings to update the CITY on integration progress and feedback.

### **CONSULTANT Deliverables**

- Establish a development environment for the CONSULTANT's Subconsultant to develop the integration.
- Update Cityworks configuration to support the Subconsultant's integration.
- Support the CITY in their user acceptance testing and feedback to the Subconsultant.
- Attend the weekly standup meetings.
- Subconsultant will develop a working integration in a development environment.
- Subconsultant will provide instructions for user acceptance testing and feedback.
- Subconsultant will update the integration based on the testing then move the completed integration to the production environment upon approval from the CITY.
- Up to 20 weekly standup meetings will be coordinated with the CITY, the CONSULTANT, and its Subconsultant
- For more detail see Attachment 5.

### **CITY Responsibility**

- Have an active Tyler Enterprise ERP support contract.
- Support the CONSULTANT'S Subconsultant with system testing and workflow acceptance.
- Perform user acceptance testing within 20 business days and provide CITY employees with ERP and Cityworks experience for user acceptance testing.
- Attend the weekly standup meetings.

## **TASK 3 – FINAL DOCUMENTATION AND SUPPORT**

The CONSULTANT's Subconsultant will produce an integration design document to support the deployed ERP and Cityworks integration. This Task may be used for up to 40 hours of post-integration support for updates to the integration or to the design documentation or for additional consulting services related to the integration.

The CONSULTANT expects to provide up to 24 hours of as-needed support related to the integration. Individual support tasks will be discussed and agreed to by each party before beginning each task.

### **CONSULTANT Deliverables**

- Support the CITY for up to 20 hours related to the Cityworks and ERP integration.
- Subconsultant will develop the design documentation to support the Cityworks and ERP integration.
- Subconsultant will provide up to 40 hours of support related to the integration.
- For more detail see Attachment 5.

## CITY Responsibility

- Review and accept the integration design documentation within a reasonable timeframe.
- Provide detailed instructions on any updates if the need arises during the work assignment.

## EXCLUSIONS AND CONDITIONS

The following exclusions and conditions apply to the Scope of Professional Services, Fee Estimate, and Schedule:

- The CONSULTANT and its Subconsultant will request multiple data types and information from the CITY and will need timely response to meet targeted completion dates.
- The CITY will be responsible for supplying all hardware and software to support the work for this project. The CITY will make the hardware and software (Cityworks Server, ArcGIS Server, ArcGIS Desktop, SQL Server) for the project available to the CONSULTANT to use while completing the work outlined in this Scope of Work.
- The CITY will make a remote connection available to use throughout this project. The majority of the work on this project will be through remote access.
- The CITY will be responsible for providing a suitable training room with enough Windows-platform desktop/laptop computers and/or tablet/mobile devices to use in training CITY staff.
- The development/deployment of the integration will be provided remotely by the CONSULTANT's Subconsultant. If onsite travel is needed, additional funds will be requested from the CITY.
- Integration will be developed as a .Net console application that will be deployed on a server in the CITY's network with public internet access so it can communicate with Tyler and Cityworks API services. If another integration method such as using an iPaaS system is used, a change in scope and cost will be needed.
- The integration run-time schedule will be configured using Windows Task Scheduler to execute application parameters on a defined schedule that can be altered as needed by CITY staff.
- The CITY is licensed for Tyler Enterprise ERP APIs and can provide supporting documentation.
- The CITY is licensed for Cityworks APIs needed to support this integration.
- The CITY will provide access to the environment where the integration will be deployed and all supporting technologies such as APIs needed to integrate the two solutions.
- All integration functionality will be limited to supported APIs.
- Integration development will be between Cityworks AMS and Tyler Enterprise ERP.
- The CITY is responsible for revisions to the GIS data or data model necessary to support the integrated workflows.
- The CITY will have an active support contract with Tyler to facilitate technical questions during the integration if needed.
- The CONSULTANT's Subconsultant will work directly with the CITY to ensure integration requirements are documented.

Zephyrhills

Jones Edmunds

Tyler Enterprise and Cityworks Integration for Zephyrhills Utilities - Water Meters

Revised: 3/1/2025

| Task                                      | Senior Project<br>Manager | Systems<br>Analyst | Chief<br>Engineer | Senior<br>Admin | Total Hours | Total Labor | Travel<br>Expenses | Sub-Consultant<br>Expenses | Cost       |
|-------------------------------------------|---------------------------|--------------------|-------------------|-----------------|-------------|-------------|--------------------|----------------------------|------------|
| Jones Edmunds 2025 Standard Rates         | \$280                     | \$225              | \$295             | \$125           |             |             |                    | 1.15                       |            |
| Task 1 - Integration Discovery and Design | 2                         | 20                 | 4                 | 4               | 30          | \$ 6,740    |                    | \$ 21,340                  | \$ 31,281  |
| Task 2: Integration Development           | 2                         | 40                 | 4                 | 4               | 50          | \$ 11,240   |                    | \$ 42,040                  | \$ 59,586  |
| Task 3: Final Document and Support        | 2                         | 24                 | 4                 | 4               | 34          | \$ 7,640    |                    | \$ 13,830                  | \$ 23,545  |
| Totals                                    | 6                         | 84                 | 12                | 12              | 114         | \$ 25,620   | \$ -               | \$ 77,210                  | \$ 114,412 |
|                                           |                           |                    |                   |                 |             |             |                    |                            | \$ 114,412 |

## ATTACHMENT 2—PROJECT SCHEDULE

The CONSULTANT expects the Tasks to take approximately 6–9 months to complete. The CONSULTANT will develop a firm timeline with the CITY after receiving the Notice to Proceed.

This Task Assignment shall commence upon Notice to Proceed (NTP) and continue until the Scope of Services is completed and accepted by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays, the CITY's Project Manager shall be notified at once.

| Milestone                                 | Activity<br>Duration<br>(Days) | Days from<br>NTP |
|-------------------------------------------|--------------------------------|------------------|
| Task 1 – Integration Discovery and Design | 40                             | 60               |
| Task 2 – Integration Development          | 200                            | 200              |
| Task 3 – Final Documentation and Support  | 40                             | 280              |



## ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

The CONSULTANT shall provide the name, title, and responsibility for each of the CONSULTANT’s employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. The CONSULTANT shall also provide the contact information for the CONSULTANT’s Project Manager assigned to this project.

| Name                      | Company       | Title               | Responsibility      |
|---------------------------|---------------|---------------------|---------------------|
| Michael Clark, PE         | Jones Edmunds | Senior Engineer     | SME                 |
| Brian Rosenfeld, MS, GISP | Jones Edmunds | Sr. Systems Analyst | Project Management  |
| Suzanne Kaufman, PE       | Jones Edmunds | Senior Manager      | Management          |
| Zach Oyer                 | Jones Edmunds | Systems Analyst     | Analyst             |
| Sarah Parrish             | Jones Edmunds | Sr. Project Manager | Reporting           |
| James McDermott           | Jones Edmunds | Systems Analyst     | Analyst/Reporting   |
| Khan Bouphe, PE, GISP     | Jones Edmunds | Chief Engineer      | Integration Support |

## ATTACHMENT 4—TOTAL COST FOR SERVICES

The CONSULTANT's proposal with a time-and-material total not-to-exceed cost for services, including a detailed breakdown of materials and labor required to complete the Scope of Work, is detailed in Exhibit F, Attachment 1. The labor and materials costs include and identify the number of hours of work by category of professionals performing the services, while adhering to the Unit Labor Rates in Exhibit C to the Professional Services – City-Wide Services Contract.

| Task                                      | Total      |
|-------------------------------------------|------------|
| Task 1 - Integration Discovery and Design | \$ 31,281  |
| Task 2 - Integration Development          | \$ 59,586  |
| Task 3 - Final Documentation and Support  | \$ 23,545  |
| Total                                     | \$ 114,412 |

# ATTACHMENT 5—SUBCONSULTANT SCOPE OF SERVICES



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
[www.timmons.com](http://www.timmons.com)

## LETTER OF AGREEMENT

|           |                              |                  |                                  |
|-----------|------------------------------|------------------|----------------------------------|
| Client:   | JonesEdmunds                 | Date:            | January 24, 2025                 |
| Contact:  | TBD                          | Principal:       | Ronald Butcher                   |
| Phone No: | (540) 629-3955               | Project Manager: | Christopher Long                 |
| Email:    | Christopher.Long@timmons.com | Project Name:    | Tyler Enterprise ERP Integration |

JonesEdmunds,

Timmons Group is pleased to offer this proposal for Cityworks integration with Tyler Enterprise ERP (formerly Munis).

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). Prior to submittal to a public agency, all documents will be sent to the Client, if requested, to ensure a complete understanding by all parties.

We will proceed upon receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

### SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. Any changes required to the Scope of Services must be approved by both parties, in writing, before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

**PAYMENT SCHEDULE:** Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒

FIXED FEE

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

☐

TIME AND MATERIALS

Fees for this Agreement will be billed on a time and materials basis based upon actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

Unless otherwise provided under the terms of this Agreement, Customer shall pay in full each invoice issued hereunder net thirty (30) days from the date of Customer's receipt of such invoice. We reserve the right to stop work on any Client account that becomes sixty (60) days past due.

**EXHIBITS:** The following Exhibits are attached hereto and expressly made part of this Agreement.

CIVIL ENGINEERING | ENVIRONMENTAL | SURVEYING | GIS | LANDSCAPE ARCHITECTURE | CONSTRUCTION SERVICES

1 of 5



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
[www.timmons.com](http://www.timmons.com)

## LETTER OF AGREEMENT

- ☒ EXHIBIT A SCOPE OF SERVICES
- ☒ EXHIBIT B TERMS AND CONDITIONS  
This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.
- ☐ EXHIBIT C REIMBURSEMENT SCHEDULE  
In addition to the Total Fee for the services provided under the Scope of Services above and any General Reimbursements needed, the items and materials listed on the Project Reimbursement Schedule attached as Exhibit C will be invoiced on a monthly basis as applicable.

### REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. The Scope of Services may specify an additional Project Reimbursement Schedule to be attached as Exhibit C if applicable.

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach Christopher Long directly at (540) 629-3955 or via email at [christopher.long@timmons.com](mailto:christopher.long@timmons.com).

\_\_\_\_\_  
Timmons Group

\_\_\_\_\_  
Date

### ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CIVIL ENGINEERING | ENVIRONMENTAL | SURVEYING | GIS | LANDSCAPE ARCHITECTURE | CONSTRUCTION SERVICES

2 of 5



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## EXHIBIT A

### SCOPE OF SERVICES

Under this Agreement, Timmons Group will provide professional services relative to the project with JonesEdmunds (Client) as follows:

#### Phase 1: Integration Discovery and Design

In Phase 1, Timmons Group will work in collaboration with the Client and Cityworks Implementor to review the integration design documentation. Timmons Group will provide a review of the integration design and comments on technical feasibility based on the review.

Deliverables:

- Two reviews of the Cityworks Implementor's integration design
- Up to 20 hours of Cityworks Configuration Consultation

Assumptions:

- Cityworks Implementor will provide an integration design and requirements document that defines the functional requirements the integration will be built to meet.
- The integration design document will illustrate data transfers from Tyler Enterprise ERP to Cityworks and then back to Tyler Enterprise ERP
- Zephyrhills will have reviewed and approved the integration requirements prior to the development of the integration.
- Integration requirements document will include integration acceptance criteria.
- The primary goal of the integration is to import meter related service orders from Tyler as Cityworks Work Orders for meter staff to receive and complete in Cityworks and then update the original service order once completed in Cityworks.

#### Phase 2: Integration Development

In Phase 2, Timmons Group will use the requirements document from Phase 1 to develop the integration between Tyler Enterprise ERP and Cityworks. This integration will be developed and tested in a dev or test environment, whichever is preferred by Client. Upon development and deployment to the Dev environment Timmons Group will host a User Acceptance Period (UAT) where Client will validate that the integration matches the functionality defined under the acceptance criteria in phase 1. Once all acceptance criteria have been met then Timmons Group will work with the Clients Cityworks Implementor to deploy the integration to production. During the integration development phase of the project Timmons Group will host weekly standup calls for up to 20 weeks to facilitate questions between Timmons Group and Zephyrhills to eliminate roadblocks during the development cycle.

Deliverables:

- Up to 20 weekly standup meetings

CIVIL ENGINEERING | ENVIRONMENTAL | SURVEYING | GIS | LANDSCAPE ARCHITECTURE | CONSTRUCTION SERVICES

3 of 5



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F 804.560.1016  
[www.timmons.com](http://www.timmons.com)

## EXHIBIT A

### SCOPE OF SERVICES

- Working integration in the development environment of Client's choice
- UAT instructions for testing the integration and providing feedback to Timmons Group
- Updates to the integration based on UAT feedback
- Cityworks configuration guidance to support the integration development
- Working integration in the Production environment

#### Assumptions:

- Client and Cityworks Implementor will perform any needed Cityworks configuration
- Client will perform UAT to ensure the integration matches the expected functionality
- Client will provide all UAT feedback in a timely manner and UAT is expected to be complete in 20 business days
- Client will provide a tester with the ability to validate integration functionality

#### Phase 3: Final Documentation and Long-Term Support

In the final phase of the project, Timmons Group will produce an integration design document which reflects the custom built application that was deployed to production. Additionally, Timmons Group will supply Client with 40 hours of post go live support. These support hours can be used for the following:

- Updates to the Cityworks dev site integration
- Updates to the Cityworks production site integration
- Updates to the design documentation provided by Timmons Group
- Consultation services on needed Cityworks modifications

Support requests can be submitted to the Timmons Group help desk for scoping and acceptance by the Client team.



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
[www.timmons.com](http://www.timmons.com)

## EXHIBIT A SCOPE OF SERVICES

### Project Assumptions:

- The development/deployment of the integration will be provided remotely using Zoom. If onsite travel is needed additional funds will be added to the scope.
- Integration will be developed as a .Net console application that will be deployed on a server in the Client's network with public internet access so it can communicate with Tyler and Cityworks API services. If another integration method such as using an iPaaS system, a change in scope and cost will be needed.
- The integration run-time schedule will be configured using Windows Task Scheduler to execute application parameters on a defined schedule that can be altered as needed by administrative staff.
- Client is licensed for Tyler Enterprise ERP API's and can provide supporting documentation.
- Client is licensed for Cityworks APIs needed to support this integration.
- Client will provide access to the environment where the integration will be deployed and all supporting technologies such as API's needed to integrate the two solutions.
- All integration functionality will be limited to supported API's.
- Integration development will be between Cityworks AMS and Tyler Enterprise ERP.
- The Client is responsible for revisions to the GIS data or data model necessary to support the integrated workflows.
- The Client will have an active support contract with Tyler to facilitate technical questions during the integration if needed.
- Timmons Group will work directly with the Client to ensure integration requirements are documented by Timmons Group.

Estimated Project Duration is 6 - 9 Months.

| Product Code |                                            |                    |
|--------------|--------------------------------------------|--------------------|
| Fixed Fee    | Phase 1 - Integration Discovery and Design | \$21,340.00        |
| Fixed Fee    | Phase 2: Integration Development           | \$42,040.00        |
| Fixed Fee    | Phase 3: Final Document and Support        | \$13,830.00        |
|              | <b>Total</b>                               | <b>\$77,210.00</b> |

CIVIL ENGINEERING | ENVIRONMENTAL | SURVEYING | GIS | LANDSCAPE ARCHITECTURE | CONSTRUCTION SERVICES

5 of 5



## ATTACHMENT 6—TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the June 11, 2018, Contract are accurate, complete, and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

Dated this 3<sup>rd</sup> day of April 2025.

By: [Signature] (affiant's signature)

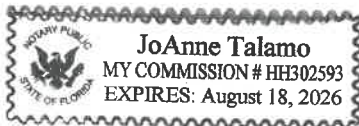
STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE, President and CEO of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 3<sup>rd</sup> day of April, 2025, by Stanley F. Ferreira, Jr., PE, who is personally known to me.

[Signature]  
JoAnne Talamo

COMMISSION SEAL/NUMBER: 44302593



## SIGNATURE

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

### OWNER

CITY of Zephyrhills, Florida

By: \_\_\_\_\_

Charles Proctor, City Council President

Date Approved: \_\_\_\_\_

### ATTEST

By: \_\_\_\_\_

Ricardo Quinones

### CONSULTANT

Jones Edmunds & Associates, Inc.

By: \_\_\_\_\_

Stanley F. Ferreira, Jr., PE  
President & CEO

*S. Kauffman 4/3/25*

### ATTEST

By: \_\_\_\_\_

Linda Lyles, Contracts Specialist

## **CONSENT ITEMS 1.10**

Award of bid No. 26110-052-01 Pasco County RCW Interconnect Project

### **Issue:**

Award of bid No. 26110-052-01 Pasco County RCW Interconnect Project Midsouth Inc.

### **Background:**

The city went out to competitive bid for a reclaimed water project which will connect our RCW system, beginning at the intersection of CR54 and Dairy Rd. and heading west along Eiland Blvd to Simons Rd and connecting to Pasco County.

In addition, this project will continue up Simons Rd to connect to the southern and northern entrances of Abbott Square so they can be provided reclaim water.

### **Attachment(s):**

1. ITB 2025-005 PKG-pasco\_county\_rcw\_interconnect\_project\_(36297930.1)
2. summary-Purchasing(36297942.1)
3. TABULATIONS--Pasco County RCW Interconnect-Simons and Eiland Blvd ((36297928.1)
4. je recommendation(36297927.1)

### **Fiscal Impact:**

The project is currently in the budget for \$3.65M. The low bid came in at \$2,340,931.23, which includes a contingency of \$212,811.93.

Also, the SWFWMD is contributing up to \$880,000.00 as a cost-sharing grant.

### **Staff Recommendation:**

It is the staff's recommendation for City Council to award the bid to Midsouth Inc., as presented.



CITY OF ZEPHYRHILLS  
2025-005  
PASCO COUNTY RCW INTERCONNECT - PROJECT NO. 26110-052-01

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT #85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER #59-6000455

|       |                                                                     |
|-------|---------------------------------------------------------------------|
| I.    | BID REQUIREMENTS .....                                              |
| II.   | INSTRUCTIONS TO BIDDERS.....                                        |
| III.  | PRELIMINARY MATTERS .....                                           |
| IV.   | CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS ..... |
| V.    | CONTRACTOR'S RESPONSIBILITIES .....                                 |
| VI.   | SCOPE OF WORK .....                                                 |
| VII.  | PRICING PROPOSALS .....                                             |
| VIII. | VENDOR RESPONSE .....                                               |

Attachments:

A - ZEPH SAMPLE CHANGE ORDER

B - \_Pasco\_County\_RCW-Interconnect\_Specs\_REBID-DOCS\_022525

C - 2025-02-28\_26110-052-01 Pasco County RCW Interconnect

## 1. BID REQUIREMENTS

Bid documents, plans, and addendums can be viewed and downloaded from the [eProcurement Portal](#). A link to the eProcurement Portal can be found on the City's Website, [www.ci.zephyrhills.fl.us](http://www.ci.zephyrhills.fl.us), Government, Purchasing, Vendor Information, click on the link for OpenGov. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. Click on "Follow" on the [Public Project Page](#) to receive notifications regarding addenda, notices, and questions and answers. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Should you have questions concerning this site, please contact OpenGov customer service. Your response and all required documentation are to be submitted via the eProcurement Portal (*before the deadline listed in the Time Table*) to the City of Zephyrhills.

Each bid must be submitted through the eProcurement Portal and must be accompanied by a certified check on a solvent bank or trust company in accordance with Section 255.051, Florida Statutes, made payable to the City of Zephyrhills, Florida in an amount not less than 5% (percent) of the total bid or a bid bond of like amount, on a form set forth in the contract documents, as a guarantee that if the bid proposal is accepted, the bidder will execute and fill in the proposed contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract. ***Please note, the bid bond amount needs to be spelled out and in numeric amounts. It is not allowed to put in 5% on the bid bond form.***

The bid package language accommodates for all types of services and/or purchases.

**Bid Bond:** A bid bond shall accompany each bid response. The bid bond shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of sixty (60) days after bid closing time. The Bid Bond is to be included in their eProcurement response (electronically). Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

**Insurance:** The Contractor shall, prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified.

The policy's expiration date shall exceed the length of the named project/contract. It shall be the responsibility of the Contractor to insure that all subcontractors comply with the following insurance requirements:

Insurance Requirements for Subcontractors: Due to the recent difficulties in the insurance market which often makes it impossible for smaller subcontractors to meet the requirements accepted by the general contractor, the following program is now in effect:

- A. The general contractor will continue to provide insurance coverage as required by the City.

- B. The general contractor will continue to sign a standard Hold Harmless / Indemnification clause.
- C. The contract/bid document will simply state that the contractor is responsible for insuring that his/her subcontractors are adequately insured and that any action taken against the City would be covered under the contractor's signed Hold Harmless/Indemnification clause.
- D. An exception to #C would be in the case of any subcontractor whose work has a value of 50% of the total project cost, the subcontractor will be required to meet the same insurance requirements imposed upon the general contractor.
- E. The City retains the right to require any subcontractor to provide proof of insurance coverage and to request modifications when deemed necessary.

The insurance certificate shall be endorsed by the Contractor's insurance carrier. All certificates of insurance must be approved by the City of Zephyrhills, Florida and name the City as an additional insured.

**Hold Harmless Clause:** Contractor/vendor shall pay, indemnify and save harmless the City of Zephyrhills, its agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the City, its agents, guests, invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence or fault of the contractor, its agents or employees, committed in connection with this contract, contractor's performance hereof, or any work performed hereunder notwithstanding the negligence of the City. Contractor shall indemnify and save harmless the City of Zephyrhills, its agents or employees, from and against all claims, demands, actions, suits, damages, losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any federal, state or county law, by-law, ordinance or regulation by the contractor, its agents, trainees, invitees, servants or employees.

**Exparte Communication:** Please note that to insure the proper and fair evaluation of a bid proposal, the City of Zephyrhills prohibits exparte communication (i.e., unsolicited) initiated by a bidder to the City official or employee evaluating or considering the bids prior to the time a bid decision has been made. Any communication between bidder and the City will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Any exparte communication may be grounds for disqualifying the offending bidder from consideration or award of the proposal then in evaluation or any future proposal.

## 2. INSTRUCTIONS TO BIDDERS

### 2.1. Proposals

Sealed Proposals should be uploaded through OPENGGOV before the time designated in "Invitation to Bid" for furnishing all transportation, labor, material, and equipment, and performing all operations required for the purchase, construction and completion of the work herein specified and shown on the drawings.

### 2.2. Additional Information or Clarification

Requests for additional information or clarifications must be submitted through the



eProcurement Portal. Requests for additional information or clarification must be received in writing **no later than Friday, April 25, 2025, 10:00 am.**

### 2.3. Equivalent Brand Names

When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval **no later than 10:00 am, on Friday, April 25, 2025.**

### 2.4. Bidder

A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.

### 2.5. Bid Bond

The Bid Bond shall be submitted with the electronic response through the eProcurement Portal. Should you have questions on the eProcurement Portal, contact the OpenGov Support Team via the Support Bubble on the bottom right or email at [procurement-support@opengov.com](mailto:procurement-support@opengov.com). Bidder will not withdraw his bid for a period of (60) sixty days after bids are received unless a different period is stated in the Bidding Requirements or Contract Conditions.

### 2.6. Familiarity with Laws

The bidder is assumed to be familiar with all **Federal, State and local** laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.

### 2.7. Examination of Drawings, Specifications and Site of Work

The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment,

material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.

#### 2.8. Qualifications of Bidder

The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.

#### 2.9. Disqualification of Bidders

No bidder shall submit more than one proposal. Should the City have reasonable grounds for believing a bidder has interests/input in more than one Proposal for the same work will cause rejection of ALL proposals in which such bidder or bidders are believed to be involved. Any or all Proposals will be rejected if there is reason to believe Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.

#### 2.10. Right to Reject Proposal

Right is reserved to reject any or all Proposals and to disregard technical errors.

#### 2.11. Return of Proposal Guaranty

As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.

#### 2.12. Execution of the Agreement

The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.

#### 2.13. Failure to Execute the Agreement

Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect

#### 2.14. Withdrawal of Proposal

A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by clicking on "Unsubmit Proposal" via eProcurement Portal.

#### 2.15. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.

#### 2.16. Basis of Award

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

#### 2.17. Award of Contract

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.

In the event the contract is awarded to this Bidder, he will enter into a formal written agreement with the City in accordance with the accepted bid within ten (10) calendar days after said contract is submitted to him. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

If awarded this contract, It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

It is further agreed where under the contract an additional time is allowed for the completion of any work, the time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection (a).

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts

and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of **\$1000.00** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address or delivered in person to the said Contractor or his authorized representative on the work.

## 2.18. Conditions

The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications", and shall be attached to the bid. Any variations or exceptions shall meet or exceed the plans and specifications.

## 2.19. Quantities

An estimate of the quantities of work to be done and/or materials to be furnished is given in the specifications. It is the result of the City's calculations and is believed to be correct. It is given only as a basis of comparison of bids and the City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

## 2.20. Public Records

In accordance with 119.0701 F.S. Contractor shall:

**IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**RICARDO QUINONES, DEPUTY CITY CLERK**

**CITY OF ZEPHYRHILLS**

**5335 8<sup>TH</sup> STREET**

**ZEPHYRHILLS, FLORIDA 33542**

**[RQUINONES@CI.ZEPHYRHILLS.FL.US](mailto:RQUINONES@CI.ZEPHYRHILLS.FL.US)**

**813-780-0000**

## 2.21. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good replaced and/or corrected, as the case may be by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

## 2.22. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the specifications he will at once make such changes in the Plans and/or Specification, as the Contractor may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

## 2.23. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

## 2.24. Termination (Cause and/or Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.  
If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.  
For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## 3. PRELIMINARY MATTERS

**Delivery of Bonds:** Simultaneously with the execution and delivery of the Agreement, the Contractor shall deliver to the City the required executed Bonds. Additional copies will be furnished, upon request, at the cost of reproduction.

**Before Starting Work:** Before starting the work at the site, the Contractor shall furnish the City with certificates of insurance and schedules as required by the City and a conference will be held to review the above schedules, to establish procedures for handling Applications for Payment and to establish a working understanding between the parties as to the Project. Present at the conference will be the City and its representative, the Contractor and his Superintendent.

Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to the City any conflict, error or discrepancy which he may discover. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality and local conditions that may in any manner affect the Work to be done and represents that he has visited the site.

The City shall give the Contractor a written Notice to Proceed, stating a date on which it is expected that the Contractor will start the work. No work shall be done prior to the date on which the Work is to start.

The Contractor Time shall commence to run on the date of the Notice to Proceed.

#### **4. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS**

##### **4.1. Construction**

It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor/Vendor. They may be altered only by a Modification. The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor/Vendor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor/Vendor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements and reservations of the Contract Documents. No deviation will be allowed from the City's interpretation thereof. The intent of the Contract Documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. The Contractor/Vendor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor/Vendor shall follow the Drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the City. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under this Contract, whether performed either directly by the Contractor/Vendor or by any Subcontractor.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor/Vendor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the City's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Special Conditions, General Conditions, Specifications, including any Addenda, Drawings, Invitation to Bid and Contractors/Vendors Bid. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.



#### 4.2. Insurance

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

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

#### 4.3. Builders' Risk Coverage

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

Liens: The Contractor/vendor shall indemnify and save harmless the City from all claims, demands, causes of action, suits of whatever nature arising out of the services, labor, and materials furnished by the Contractor/vendor or its Subcontractors under this Contract, and from all laborers', materialmen's and mechanics' liens upon the property which the work is located arising out of the services, labor, and materials furnished by the Contractor/vendor or any of its Subcontractors under this Contract; and shall keep said property free and clear of all liens, claims, and encumbrances arising from the performance of this Contract by the Contractor/vendor or its Subcontractors; the Contractor/vendor hereby waiving all rights to claim such lien on the City's properties.

If required, the Contractor shall furnish at the City's option either (a) a good and sufficient release or waiver of lien from itself, every subcontractor, materialman, laborer, and other person furnishing services, labor, or materials in connection with the work or (b) receipts in full, together with an affidavit that the receipts cover all the services, labor, and materials furnished by the Contractor or its Subcontractors for which a lien might be filed except as covered by the releases and waivers of liens; but if any Subcontractor, laborer, materialman, or other person refuses to furnish a waiver or release a receipt in full, the Contractor may furnish a Bond satisfactory to the City to indemnify the City against any claim or lien or otherwise. (c) Surety Bond may be furnished by the Contractor or his Surety as a guarantee that he will execute the work in accordance with the terms of the Contract, and that he shall make all payments for all labor, materials and supplies directly or indirectly for the work. If Surety Bond is required by the City, Contract price will be increased by an amount equal to the cost of securing said Bond.

Definitions: The following terms are respectively defined as follows:

- Contractor: A person, firm or corporation with whom the contract is made by the Owner/City.
- Subcontractor: A person, firm or corporation supplying labor and materials or only labor for at the site of the project for, and under separate contract or agreement with the Contractor.
- Work on (at) the Project: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.
- Owner: Can represent the City of Zephyrhills and/or property/business owners

## **5. CONTRACTOR'S RESPONSIBILITIES**

**Supervision and Superintendence:** The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work and promptly repair any damage done from any cause whatsoever. After acceptance of the work, Contractor's responsibility shall extend to defective or faulty work as later defined in these specifications.

The Contractor shall keep on the Work site at all times during its progress, a competent resident superintendent who shall not be replaced without written consent of the City, under extraordinary circumstances. The Superintendent will be the Contractor's representative at the Site and shall have the authority to act on behalf of the Contractor. He shall be present at the pre-construction conference. All communications given to the Superintendent shall be as binding as if given to the Contractor.

**Labor, Materials, Equipment, and Manufactured Articles:** The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, and

initial operation and completion of the Work. Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the City.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All material and workmanship shall in every respect, be in accordance with what, in the opinion of the City, is in conformity with approved modern practice.

**Contractor's Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

**Use of Premises:** The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall not unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's expense.

**Record Drawings:** The Contractor shall keep one record copy of all Specifications, As-built Drawings, Addenda, Modifications and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the RPR and the Engineer. As-builts shall be delivered to them for the City and Engineer upon completion of the Project. Release of retainage shall be contingent upon delivery of red-lined "as-builts".

**Supplementary Drawings:** When, in the opinion of the City, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer.

The additional drawings and instructions supplied to the Contractor will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work

The supplementary drawings shall be binding upon the Contractor with the same force as the drawings. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor shall be subject to the terms of the agreement.

**Shop or Setting Drawings:** The Contractor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been

indicated and shall furnish the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

**Architect/Engineer's Authority:** The Architect/Engineer shall give all orders and direction contemplated under the contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials that are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications; the determination or decision of the Architect/Engineer shall be a condition precedent to the Contractors to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the contractor under this contract and other Contractors performing work for the City shall be adjusted and determined by the Architect/Engineer.

**Safety and Protection:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons who may be affected thereby.
- All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

Other property, including City property, at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the City, or his duly authorized representatives. He shall notify the Architect/Engineer immediately. Any claim for compensation by the Contractor shall be promptly submitted to the Architect/Engineer for approval.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the City.

#### **SAFETY PLAN**

- A. It is the contractor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America,

and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.

C. **Safety Requirements:**

- A. The Contractor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know / MSDS Sheets to the satisfaction of the City prior to commencement of any single job.
- B. A Contractor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

**Emergencies:** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss.

**Assignability.** The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all of any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

**Mutual Responsibility of Contractors.** If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner or account of any damage alleged to have been sustained, the Owner shall notify the contractor, who shall indemnify and save harmless the Owner against any such claim.

**Subcontractors:** The Contractor shall not employ any Subcontractor against whom the City may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. Within 30 calendar days after the date of the Award of Contract and before the City shall make any partial payments to the Contractor, the Contractor shall furnish to the City in writing for acceptance by the City a list of the names of the Subcontractors proposed for the principal portions of the work. The Contractor shall not make any substitution for any Subcontractor who has been accepted by the City, unless the City determines that there is good cause for doing so.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City to pay or to see to the obligation on the part of the City to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The City may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific work done in accordance with schedule of values.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among Subcontractors or delineating the work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City. The terms of the Contract Documents shall control over any discrepancy in any other document.

**Laws and Regulations:** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the Specifications or drawings are at variance therewith, he shall give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Engineer, he shall bear all costs arising therefrom; however, it will not be his primary responsibility to make certain that the drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

**Permits and Protection of Public:** The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating or in anywise obstructing the streets and alleys. He shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions.

Where there is telephone, telegraph, light or power poles; water mains, conduits, pipe, or drains; or other construction either public or private; in or on the streets or alleys; the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given and all the facilities afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

Unless otherwise expressly provided for in the Specifications, the City will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits will be waived by the City of Zephyrhills. The Contractor must be registered with the City of Zephyrhills Building Department.

**Use of Premises:** The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall not unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's expense.

**Cleaning:** The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site for alteration by the Contract Documents.

**Indemnification:** The Contractor assumes entire responsibility and liability and agrees to indemnify and hold harmless the City and its representatives from loss or damage sustained, or allegedly sustained, by any person or property arising out of, or claimed to have been caused by

or arisen out of, the sole, joint, or concurrent negligence of the Contractor and/or the City, connected with the performance of the work hereunder and agrees to pay all damages, losses, costs and expenses, including attorney's fees allegedly arising in any way out of the performance of the work hereunder by the Contractor and its agents and employees or its Subcontractors, their agents and employees, including but not limited to the following:

- All injuries to persons (including fatal injuries);
- All damages to or by livestock and claims and demands with respect thereto including all damages caused as a result of fences, gates, and gaps left open or insecurely closed.

**Protection of Work and Materials:** Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall be responsible for all materials, equipment and supplies sold and delivered to the City until final inspection of the work and acceptance thereof by the City. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to receipt of delivery, Contractor shall replace same without cost to the City.

**Lands and Right-of-Way:** Prior to the start of construction, the City shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

**Other Prohibited Interests:** No official of the City who is authorized in such capacity and on behalf of the City to negotiate; make, accept or approve or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontracting connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No official who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, insurance contract, or any other contract pertaining to the project.

**Construction Schedule and Periodic Estimates:** Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the City an estimated construction progress schedule in a form satisfactory to the City, showing the proposed dates of commencement and completion of each of the various subdivision of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms mutually agreeable to the Engineer, Contractor and the City: (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments therefore. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

**Payments to Contractor.** (a) At the end of each calendar month during the life of the contract, the contractor will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been



completely performed on the part of the contractor and all parts of the work have been approved by the engineer and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment.

**Payments by Contractor.** The Contractor shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered; and (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest.

**Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

**Decisions in Disagreements:** The Engineer will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the City and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision; which he will render in writing within a reasonable time.

**Changes in the Work:** Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable Bonds shall

be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

**Change of Contract Time:** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time, shall be in writing delivered to the City within five days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Engineer if the City and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided for. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement.

Whenever changes in the work are ordered by written Modification, the extension to the Contract Time, if an extension is to be allowed, shall be noted in the same written Modification.

Claims for extension of Contract Time will be approved only if the work or the event which causes the delay, affects the path of critical events of the project. In such case an extension of time will then be allowed only to equal the number of days by which this path of events is lengthened. If required by the Engineer, Contractor shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify his claim and establish the number of days' delay. The path of critical events mentioned herein is defined as that series of interdependent construction events which must be sequentially performed and which require a longer total time to perform than any other such series. Said extension shall be, as determined by the Engineer, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the detention; however, neither an extension of any time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by the City of the right to abrogate the Contract for delay.

**Weather Conditions:** In the event of temporary suspension of work, or during inclement weather or whenever the Architect/Engineer shall direct, the Contractor will and will cause his subcontractors to carefully protect his and their work and materials against damage or inquiry from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to protect this work, such materials shall be removed and replaced at the expense of the Contractor.

**Photographs of the Project.** If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Section 5 of the Supplemental General Conditions.

**Tests and Inspections:** All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the Contractor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of this Contract.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority

having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor shall give the City notice of readiness therefore. The Contractor shall furnish the City the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without approval of the City, it shall be requested by the City, be uncovered for observation at the Contractor's expense. The cost of such inspections, tests, and approvals shall be borne by the Contractor unless otherwise provided.

The City of Zephyrhills shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**Use and Occupancy Prior to Acceptance by City:** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup or punch list items or other contract requirements.
- B. Secures endorsement from the insurance-carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.

**Acceptance:** Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The contract retainage five (5%) will be released for final payment upon completion of all punch list items.

**General Guarantee:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

**City May Stop the Work:** If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor the sum of **\$1000.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

## 6. SCOPE OF WORK

### 6.1. Pasco County RCW Interconnect

The City of Zephyrhills is seeking a contractor to install a reclaim water line connecting Pasco County and Simons and Eiland Blvd.

#### 1.01 SCOPE OF WORK

A. Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

#### 1.02 THE PROJECT TITLE IS PASCO COUNTY RCW INTERCONNECT

City of Zephyrhills, Pasco County, Florida  
Jones Edmunds Project No. 26110-052-01

A. **Eiland Boulevard/CR54 Reclaimed Water Main:** The Work of this Project includes installing approximately 9,550 linear feet (LF) of 12-inch polyvinyl chloride (PVC) reclaimed water (RCW) force main along Eiland Boulevard from Simons Road to Dairy Road. Horizontal directional drilling (HDD) of approximately 3,300 LF of 12-inch high-density polyethylene (HDPE) will be used to cross Simons Road, Silver Oaks Drive, Eiland Boulevard, Fair Lawns Drive, Fort King Road, US 301 (Gall Boulevard), and various driveways and sidewalks as shown in the Contract Documents. The remaining 6,200 LF of 12-inch pipe will be installed using open-cut installation methods. This will include the installation of 600 LF of 6-inch HDPE lateral mains via HDD at Sta. 37+25 and Sta. 46+66 Eiland Boulevard. The 6-inch lateral mains will include open-cut pipe and fittings as noted on the Drawings. Project restoration will include repairing pavement, resodding of affected areas, and replacing the concrete curb/gutter and sidewalk.

and

B. **Simons Road Reclaimed Water Main:** The Work includes approximately 3,460 LF of 12-inch PVC RCW force main along Simons Road from Eiland Boulevard to Bar S Bar Trail. Installation methods include open cut and HDD as shown in the Drawings. Approximately 360 LF will be installed by HDD and approximately 3,100 LF will be installed by open cut. Project restoration will include repairing pavement, resodding affected areas, and replacing concrete curb/gutter and sidewalk.

**Number of Days for substantial and final completion:** 15 months from Notice to Proceed to Substantial Completion consisting of three months of equipment procurement and 12 months for construction. An additional 30 days from Substantial Completion to final Completion will be allotted.

**Engineer's Estimate:** \$3.1 +/-

**Landscaping/Irrigation Drawings:** There are not any landscaping/irrigation drawings for this project. Per the general note 19 on sheet G2--sod shall be restored by and at the expense of the Contractor to the satisfaction of the Owner. Sod restoration shall be incidental to pipe installation

and can vary depending on inadvertent collateral damage. Bidders shall become familiar with the project base on the Contract Documents and/or a site visit at their own determination. There is no "planting date" specified, however restorations shall be made in a timely manner throughout the progression of the project.

**Allowances:** Testing is estimated at \$30,000; Record Drawing estimated at \$20,000.

**C-153 Compact Fittings** on specification 15155 indicates C-110, and C-153 fittings are acceptable. However, they may not be used in combination with each other on any UG or above ground assembly and must be recorded on the As-Built drawings.

**Temporary / Field Office:** Specification 01500 Temporary Facilities and Controls does not require a Field Office and therefore it is at the discretion of the Contractor.

**DI Fittings**-Cement lined / P-401 Lined: Specification 15155-5, 2.04 indicates either Protector 401 or Cement Lined is acceptable.

**Flow Meter**-Power Source-Specified Flow Meter has a self-contained battery therefore, no electrical service will be required for this device.

**Domestic Materials**-The City's preference is that products are manufactured within the United States. However, this project does not include funding that requires Domestic Products only.

**Coating System:** Above grade piping and vales for the Flow Meter Assembly require coating systems as specified by Specification 09900.

**Above Grade Flange Piping:** Specification 15055-8,2.10 identifies they shall be EPDM, Viton or approved equal.

**Golf Course Turf:** Silverado Golf Course has been contacted and the greens keeper has identified the type of turf in the "rough" areas is No. 419 Bermuda and Bahia (50/50). The Contractor will be required to restore in-kind (with similar type) and expedite immediately after pipe installation and testing is completed.

**Gopher Tortoises:** During the design phase and recent site visits, no evidence of Gopher Tortoises or burrows were present.

Please download all documents to this project for complete details and requirements.

## **7. PRICING PROPOSALS**

**In accordance with the Specifications contained herein,** I certify that any and all information contained in this bid response is true; and I further certify that this bid is made without prior

understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the bid, and certify that I am authorized to sign for the applicant firm. *Please print the following and sign your name.*

**Bidder shall include 10% contingency of total contract sum for any additional materials or labor (if needed) within the scope of the project. Any contingency items shall be approved by written change order (no exceptions). NOTE: To be paid in full upon substantial completion in writing by both parties.**

**PASCO COUNTY RCW INTERCONNECT-SIMONS AND EILAND BLVD**

Construction Itemized Pricing Sheet

| Line Item | Description                                                                                                                       | Quantity | Unit of Measure | Unit Cost | Total |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|-------|
| 1         | Mobilization, Demobilization, Health and Safety Requirements and General Conditions (Not to Exceed 5% of the Base Bid)            | 1        | LS              |           |       |
| 2         | Traffic Control                                                                                                                   | 1        | LS              |           |       |
| 3         | Environmental Protection                                                                                                          | 1        | LS              |           |       |
| 4         | Construction Survey and Layout                                                                                                    | 1        | LS              |           |       |
| 5         | 12-Inch Polyvinyl Chloride (PVC) Reclaimed Water (RCW) Main-Eiland Blvd                                                           | 6,253    | LF              |           |       |
| 6         | Horizontal Directional Drilling (HDD) 12-Inch High-Density Polyethylene (HDPE) RCW Main-Eiland Blvd                               | 3,293    | LF              |           |       |
| 7         | Horizontal Directional Drilling (HDD) 6-Inch High-Density Polyethylene (HDPE) RCW Main Sta. 37+25 and Sta. 46+66 Eiland Boulevard | 604      | LF              |           |       |
| 7         | Flow Meter Assembly                                                                                                               | 1        | LS              |           |       |
| 8         | 12-Inch PVC RCW Main-Simons Road                                                                                                  | 3,090    | LF              |           |       |
| 9         | HDD 12-Inch HDPE RCW Main-Simons Road                                                                                             | 360      | LF              |           |       |
| 10        | Combination Air/Vacuum Valves and Vaults                                                                                          | 15       | EA              |           |       |
| 11        | Concrete Restoration Along Eiland Blvd                                                                                            | 299      | SY              |           |       |

| Line Item    | Description                                         | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|-----------------------------------------------------|----------|-----------------|-----------|-------|
| 12           | Lime Rock Restoration Along Eiland Blvd             | 60       | SY              |           |       |
| 13           | Asphalt Concrete Restoration Along Eiland Blvd      | 166      | SY              |           |       |
| 14           | Yard Restoration/Seeding and Sodding Entire Project | 1        | LS              |           |       |
| 15           | Permit Allowance                                    | 1        | AL              |           |       |
| 16           | Concrete Restoration Along Simons Road              | 380      | SY              |           |       |
| 17           | Testing Allowance - \$30,000                        | 1        | AL              |           |       |
| 18           | Record Drawings Allowance - \$20,000                | 1        | AL              |           |       |
| <b>TOTAL</b> |                                                     |          |                 |           |       |

#### CONTINGENCY

| Line Item    | Description       | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|-------------------|----------|-----------------|-----------|-------|
| 1            | Contingency - 10% | 1        | EA              |           |       |
| <b>TOTAL</b> |                   |          |                 |           |       |

#### PAYMENT & PERFORMANCE BOND

| Line Item    | Description                | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|----------------------------|----------|-----------------|-----------|-------|
| 1            | Payment & Performance Bond | 1        | LS              |           |       |
| <b>TOTAL</b> |                            |          |                 |           |       |

## 8. VENDOR RESPONSE

### 8.1. AIA DOCUMENT A310 - BID BOND\*

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

- [Bid\\_Bond.pdf](#)

\*Response required



#### 8.2. Right to Waive\*

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

☐ Please confirm

\*Response required

#### 8.3. PUBLIC ENTITY CRIMES\*

Please download the below documents, complete, and upload.

- [ZEPH PUBLIC ENTITY CRIME.pdf](#)

\*Response required

#### 8.4. NON-COLLUSIVE AFFIDAVIT\*

Please download the below documents, complete, and upload.

- [Non\\_Collusive.pdf](#)

\*Response required

#### 8.5. DRUG-FREE WORKPLACE \*

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that it does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

☐ Please confirm

\*Response required

8.6. E-VERIFY CERTIFICATION FORM \*

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

**CERTIFICATION**

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

☐ Please confirm

\*Response required

8.7. Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?\*

**If YES, please provide a detailed explanation of any apparent errors or omissions within next question.**

☐ Yes

☐ No

\*Response required

8.8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.

8.9. REFERENCES – Projects of SIMILAR Scope \*

Provide References within the last five (5) years - minimum 5 references

\*Response required

8.10. REFERENCES – Current ACTIVE Projects\*

Provide References within the last five (5) years - minimum 5 references

\*Response required

8.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☐ Please confirm

8.12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion \*  
Please download the below documents, complete, and upload.

- [Federal Debarment Certifica...](#)

\*Response required

8.13. Business Licenses and Certifications

Upload all business licenses and certifications applicable to the bid response.

8.14. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)\*

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012. Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto

☐ Please confirm

\*Response required

8.15. AUDITS AND INSPECTIONS\*

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.

☐ Please confirm

\*Response required

8.16. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT\*

The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

☐ Please confirm

\*Response required

8.17. COPYRIGHT RESTRICTIONS\*

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

☐ Please confirm

\*Response required

8.18. DEPT NOT OBLIGATED TO THIRD PARTIES\*

The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.

☐ Please confirm

\*Response required

#### 8.19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY\*

DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 2, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this Project.

☐ Please confirm

\*Response required

#### 8.20. BYRD ANTI LOBBYING AMENDMENT\*

Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".

☐ Please confirm

\*Response required

#### 8.21. BYRD ANTI-LOBBYING CERTIFICATION\*

Please download the below documents, complete, and upload.

- [BYRD ANTI-LOBBYING CERTIFIC...](#)

\*Response required

#### 8.22. COPELAND ANTI-KICKBACK ACT\*

This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period.

☐ Please confirm

\*Response required

#### 8.23. SMALL & MINORITY BUSINESS AFFIDAVIT\*

Please download the below documents, complete, and upload.

- [Small & Minority Business A...](#)

\*Response required

#### 8.24. WORK HOURS & SAFETY STANDARDS ACT 40 USC 327\*

You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.

☐ Please confirm

\*Response required

#### 8.25. DOMESTIC PREFERENCES\*

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.

☐ Please confirm

\*Response required

#### 8.26. ENVIRONMENTAL REGULATIONS\*

The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the State and/or Federal agency for any loss incurred in connection therewith.

☐ Please confirm

\*Response required

#### 8.27. EQUAL EMPLOYMENT OPPORTUNITY\*

Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

☐ Please confirm

\*Response required

#### 8.28. DELEGATES, CONGRESS OR LEGISLATURE MEMBERS\*

The Vendor shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.

☐ Please confirm

\*Response required

#### 8.29. INSPECTOR GENERAL COOPERATION\*

The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings.

☐ Please confirm

\*Response required

#### 8.30. RECOVERED MATERIALS PROCUREMENT\*

40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conversation and Recovery Act.

☐ Please confirm

\*Response required

#### 8.31. PROHIBITED INTERESTS\*

“Material interest” means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

☐ Please confirm

\*Response required

#### 8.32. TELECOMMUNICATION EQUIPMENT OR SERVICES\*

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services. By confirmation of this regulation issued thereunder, and the assurance by the Contractor pursuant thereto

☐ Please confirm

\*Response required

#### 8.33. RIGHTS AND REMEDIES NOT WAIVED\*

In no event shall the making any payment to the Vendor via the City constitute or be construed as a waiver by the State and/or Federal agency of any breach of covenant or any default which may then exist, on the part of the Vendor, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State and/or Federal agency with respect to such breach or default.

☐ Please confirm

\*Response required

#### 8.34. SEVERABILITY\*

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

☐ Please confirm

\*Response required

#### 8.35. CIVIL RIGHTS ACT OF 1964\*

The Vendor will comply with all requirements imposed by Title VI of the Civil Rights Act of

1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto

☐ Please confirm

\*Response required

#### 8.36. CIVIL RIGHTS ACT OF 1968\*

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

☐ Please confirm

\*Response required

#### 8.37. Addenda / Questions & Responses\*

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☐ Please confirm

\*Response required

#### 8.38. Point of Contact for Solicitation (Name/Email/Phone)\*

\*Response required

#### 8.39. Authorized Signatory\*

\*Response required

#### 8.40. Name and Title of Authorized Signatory\*

Enter the Name and Title of the Authorized Signatory

\*Response required

#### 8.41. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract\*

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

\*Response required





Pasco County RCW Interconnect - Project No. 26110-052-01

Bid Purchasing  
Project ID: 2025-005  
Release Date: Sunday, March 30, 2025 · Due Date: Friday, May 9, 2025 10:00am  
 Posted Sunday, March 30, 2025 3:00am

Bid Unsealed Friday, May 9, 2025 10:00am by OpenGov Bot Pricing Unsealed Friday, May 9, 2025 10:00am by OpenGov Bot  
All dates & times in Eastern Time

< Back to Responses

Midsouth Inc. Response

Pricing unsealed at May 9, 2025 10:00 AM

CONTACT INFORMATION

|                 |                                          |
|-----------------|------------------------------------------|
| Company         | Midsouth Inc.                            |
| Email           | estimating@midsouth.info                 |
| Contact         | Scott Smith                              |
| Address         | 132 Bushnell Plaza<br>Bushnell, FL 33513 |
| Phone           | (352) 446-7272                           |
| Website         | N/A                                      |
| Submission Date | May 9, 2025 8:37 AM (Eastern Time)       |

ADDENDA CONFIRMATION

- Addendum #1  
Confirmed May 7, 2025 12:56 PM by Scott Smith
- Addendum #2  
Confirmed May 7, 2025 12:56 PM by Scott Smith
- Addendum #3  
Confirmed May 7, 2025 12:56 PM by Scott Smith
- Addendum #4  
Confirmed May 7, 2025 12:56 PM by Scott Smith
- Addendum #5  
Confirmed May 7, 2025 12:56 PM by Scott Smith

QUESTIONNAIRE

1. AIA DOCUMENT A310 - BID BOND\*

A certified, signed bid bond is REQUIRED.

Please download the below documents, complete, and upload.

Bid\_Bond.pdf

Bid\_Bond\_Pasco\_County\_RCW\_Interconnect.pdf

2. Right to Waive\*

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

☒ Confirmed

3. PUBLIC ENTITY CRIMES\*

Please download the below documents, complete, and upload.

ZEPH\_PUBLIC\_ENTITY\_CRIME.pdf

Public\_Entity\_Crimes\_Pasco\_County\_RCW\_Interconnect.pdf

4. NON-COLLUSIVE AFFIDAVIT\*

Please download the below documents, complete, and upload.

Non\_Collusive.pdf

**5. DRUG-FREE WORKPLACE \***☒ Pass ☐ Fail

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that it does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

☒ Confirmed

**6. E-VERIFY CERTIFICATION FORM \***☒ Pass ☐ Fail

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

**CERTIFICATION**

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

☒ Confirmed

**7. Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?\***☒ Pass ☐ Fail

If YES, please provide a detailed explanation of any apparent errors or omissions within next question.

No

**8. If YES answered on Errors and Omissions, please provide a detailed explanation of any apparent errors or omissions within next question.**☒ Pass ☐ Fail

N/A

**9. REFERENCES – Projects of SIMILAR Scope \***☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

[📎 Reference - Experience Completed Jobs.pdf](#)

**10. REFERENCES – Current ACTIVE Projects\***☒ Pass ☐ Fail

Provide References within the last five (5) years - minimum 5 references

[📎 Current Project References.pdf](#)

**11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**☒ Pass ☐ Fail

Vendor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

If Vendor is unable to certify - attach explanation on next question.

☒ Confirmed

**12. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion \***☒ Pass ☐ Fail

Please download the below documents, complete, and upload.

[📎 Federal Debarment Certification Form.pdf](#)

[📎 Federal Debarment.pdf](#)

**13. Business Licenses and Certifications**☒ Pass ☐ Fail

Upload all business licenses and certifications applicable to the bid response.

[📎 CGC\\_License\\_260831.pdf](#)

[📎 CUC\\_License\\_260831.pdf](#)

**14. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)\***☒ Pass ☐ Fail

The Contractor will comply with all the requirements imposed by the ADA (42 USC 12012, Et. Seq.) the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto

☒ Confirmed

**15. AUDITS AND INSPECTIONS\***☒ Pass ☐ Fail

Vendors shall permit State and Federal authorized representative(s) to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the Project. Notification to the City's Project Manager will be made by the Vendor if such requests and access is provided.

☒ Confirmed

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>16. CLEAN AIR ACT &amp; FEDERAL WATER POLLUTION CONTROL ACT*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| The Contractor will comply with all requirements imposed by the CLEAN AIR ACT, codified as 42 U.S.C. 7401 et seq and the Federal Water Pollution Control Act (Clean Water Act) 33 U.S.C. 1251-1387, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.                                                                                                                                                                                                                                                                                                                    |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>17. COPYRIGHT RESTRICTIONS*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| No material prepared under this agreement shall be subject to copyright in the United States or any other country.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>18. DEPT NOT OBLIGATED TO THIRD PARTIES*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| The City, State and/or Federal agency shall not be obligated or liable hereunder to any party other than the agency in regards to this Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| DBE Policy: It is the policy of the Department that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 2, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with State and/or Federal funds under this Project.                                                                                                                                                                                                                                                                                                                                          |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>20. BYRD ANTI LOBBYING AMENDMENT*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| Prohibits the use of appropriated funds by recipients of a "Federal Contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract".                                                                                                                                                                                                                                                                                                                                                                                               |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>21. BYRD ANTI-LOBBYING CERTIFICATION*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| Please download the below documents, complete, and upload.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                        |
| <div><div></div><div><a href="#">BYRD ANTI-LOBBYING CERTIFICATION - Copy (1).pdf</a></div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                        |
| <div><div></div><div><a href="#">Byrd_Anti_Lobbying.pdf</a></div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                        |
| <b>22. COPELAND ANTI-KICKBACK ACT*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| This provision prohibits contractors & subcontractors performing work on covered contracts for construction, prosecution, repair, or completion of public buildings, public works or works financed in whole or in part by loans or grants from the United States from in any way inducing an employee to give up any part of the compensation to which he or she is entitled. This also requires contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports of the wages paid to their laborers and mechanics during the preceding payroll period. |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>23. SMALL &amp; MINORITY BUSINESS AFFIDAVIT*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| Please download the below documents, complete, and upload.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                        |
| <div><div></div><div><a href="#">Small &amp; Minority Business Affidavit.pdf</a></div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                        |
| <div><div></div><div><a href="#">Minority Affidavit of Compliance.pdf</a></div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                        |
| <b>24. WORK HOURS &amp; SAFETY STANDARDS ACT 40 USC 327*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| You are aware and will comply with the Work Hours and Safety Standards Act (CWHSSA) which provides laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in a workweek.                                                                                                                                                                                                                                                                                                                                                            |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>25. DOMESTIC PREFERENCES*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase order for work or products under this award.                                                                                                              |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>26. ENVIRONMENTAL REGULATIONS*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| The Vendor certifies that the Project will be carried out in conformance with all applicable environmental regulations included in the securing of any applicable permits. The Vendor will be solely responsible for any liability in the event of non-compliance with the applicable environmental regulations, including the securing of any applicable permits, and will reimburse the State and/or Federal agency for any loss incurred in connection therewith.                                                                                                                                                                      |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>27. EQUAL EMPLOYMENT OPPORTUNITY*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| Vendor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.   |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>28. DELEGATES, CONGRESS OR LEGISLATURE MEMBERS*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| The Vendor shall not permit a member or delegate to the Congress of the United States or the State of Florida Legislature, to any share or part of the Contract or any benefit arising therefrom.                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>29. INSPECTOR GENERAL COOPERATION*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| The Vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes for the compliance to conduct reviews and evaluations on financial; compliance, electronic data processing and performance audits of and preparation of audit reports of the findings.                                                                                                                                                                                                                                                                     |                                                                        |
| <input checked="" type="checkbox"/> Confirmed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                        |
| <b>30. RECOVERED MATERIALS PROCUREMENT*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail |
| 40 CFR part 247, Section 6002 for Procurement of Recovered Materials states a non-federal entity that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal act, as amended by the Resource Conversation and Recovery Act.                                                                                                                                                                                                                                                                                                                      |                                                                        |

☒ Confirmed

### 31. PROHIBITED INTERESTS\*

☒ Pass ☐ Fail

"Material interest" means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Vendor shall not enter into any subcontract or arrangement in connection with the Project or any property included or planned to be included in the project, with any person or entity who was represented before the Vendor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Vendor.

☒ Confirmed**32. TELECOMMUNICATION EQUIPMENT OR SERVICES\***☒ Pass ☐ Fail

The Contractor will comply with all requirements imposed by FAR 85 FR 53126 Defense Department for the use of covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services. By confirmation of this regulation issued thereunder, and the assurance by the Contractor pursuant thereto

☒ Confirmed

### 33. RIGHTS AND REMEDIES NOT WAIVED\*

☒ Pass ☐ Fail

In no event shall the making any payment to the Vendor via the City constitute or be construed as a waiver by the State and/or Federal agency of any breach of covenant or any default which may then exist, on the part of the Vendor, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State and/or Federal agency with respect to such breach or default.

☒ Confirmed

**34. SEVERABILITY\***

☒ Pass ☐ Fail

If any provision of this agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

☒ Confirmed

### 35. CIVIL RIGHTS ACT OF 1964\*

☒ Pass ☐ Fail

The Vendor will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. Seq), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Vendor pursuant thereto

☒ Confirmed

### 36. CIVIL RIGHTS ACT OF 1968\*

☒ Pass ☐ Fail

The Vendor will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, (42 USC 3601, et seq.,) which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex and age.

☒ Confirmed

### 37. Addenda / Questions & Responses\*

☒ Pass ☐ Fail

By clicking on confirm you acknowledge you have downloaded all addendums published and read all questions and responses to this solicitation.

☒ Confirmed

**38. Point of Contact for Solicitation (Name/Email/Phone)\***

☒ Pass ☐ Fail

WM Scott Smith / 863-640-1923 / [scott@midsouth.info](mailto:scott@midsouth.info)

### 39. Authorized Signatory\*

☒ Pass ☐ Fail

WM Scott Smith

## 40. Name and Title of Authorized Signatory\*

☒ Pass ☐ Fail

Enter the Name and Title of the Authorized Signatory

WM Scott Smith, President

**41. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract\***

☒ Pass ☐ Fail

By clicking confirm the Authorized Signatory is certifying that this Response is made without prior understanding, agreement, connections with any corporation, firm or person submitting a Response for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills, the Responder offers and agrees that if the Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

Confirm

## PRICE TABLES

Pasco County RCW Interconnect-Simons and Eiland Blvd

### Construction Itemized Pricing Sheet

| Line Item | Description                                                                                                                                           | Quantity | Unit of Measure | Unit Cost   | Total        |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------|
| 1         | Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety Requirements and General Conditions (Not to Exceed 5% of the Base Bid) | 1        | LS              | \$59,760.00 | \$59,760.00  |
| 2         | Traffic Control                                                                                                                                       | 1        | LS              | \$37,270.00 | \$37,270.00  |
| 3         | Environmental Protection                                                                                                                              | 1        | LS              | \$10,510.00 | \$10,510.00  |
| 4         | Construction Survey and Layout                                                                                                                        | 1        | LS              | \$13,500.00 | \$13,500.00  |
| 5         | 12-Inch Polyvinyl Chloride (PVC) Reclaimed Water (RCW) Main-Eiland Blvd                                                                               | 6253     | LF              | \$119.50    | \$747,233.50 |
| 6         | Horizontal Directional Drilling (HDD) 12-Inch High-Density Polyethylene (HDPE) RCW Main-Eiland Blvd                                                   | 3293     | LF              | \$97.00     | \$319,421.00 |

|       |                                                                                                                                 |      |    |                |              |
|-------|---------------------------------------------------------------------------------------------------------------------------------|------|----|----------------|--------------|
| 7     | Horizontal Directional Drilling (HDD) 6-Inch High Density Polyethylene (HDPE) RCW Main Sta 37+25 and Sta 46+66 Eiland Boulevard | 604  | LF | \$105.70       | \$63,842.80  |
| 8     | Flow Meter Assembly                                                                                                             | 1    | LS | \$123,630.00   | \$123,630.00 |
| 9     | 12-Inch PVC RCW Main-Simons Road                                                                                                | 3090 | LF | \$99.10        | \$306,219.00 |
| 10    | HDD 12-Inch HDPE RCW Main-Simons Road                                                                                           | 360  | LF | \$123.20       | \$44,352.00  |
| 11    | Combination Air/Vacuum Valves and Vaults                                                                                        | 16   | EA | \$6,760.00     | \$108,160.00 |
| 12    | Concrete Restoration Along Eiland Blvd                                                                                          | 299  | SY | \$135.40       | \$40,484.60  |
| 13    | Lime Rock Restoration Along Eiland Blvd                                                                                         | 60   | SY | \$72.90        | \$4,374.00   |
| 14    | Asphalt Concrete Restoration Along Eiland Blvd                                                                                  | 166  | SY | \$93.40        | \$15,504.40  |
| 15    | Yard Restoration/Seeding and Sodding Entire Project                                                                             | 1    | LS | \$131,510.00   | \$131,510.00 |
| 16    | Permit Allowance                                                                                                                | 1    | AL | \$5,000.00     | \$5,000.00   |
| 17    | Concrete Restoration Along Simons Road                                                                                          | 380  | SY | \$124.60       | \$47,348.00  |
| 18    | Testing Allowance - \$30,000                                                                                                    | 1    | AL | \$30,000.00    | \$30,000.00  |
| 19    | Record Drawings Allowance - \$20,000                                                                                            | 1    | AL | \$20,000.00    | \$20,000.00  |
| Total |                                                                                                                                 |      |    | \$2,128,119.30 |              |

Contingency

| Line Item | Description                                 | Quantity | Unit of Measure | Unit Cost    | Total        |
|-----------|---------------------------------------------|----------|-----------------|--------------|--------------|
| 1         | Contingency - 10% (Based on Bid Items 1-19) | 1        | EA              | \$212,811.93 | \$212,811.93 |
| Total     |                                             |          |                 | \$212,811.93 |              |

**Pasco County RCW Interconnect-Simons and Eiland Blvd**

| <b>Line Item</b> | <b>Description</b>                                                                                      |
|------------------|---------------------------------------------------------------------------------------------------------|
|                  | Mobilization, Demobilization, Performance and Payment Bonds, Health and Safety Requirements and General |
| 1                | Conditions (Not to Exceed 5% of the Base Bid)                                                           |
| 2                | Traffic Control                                                                                         |
| 3                | Environmental Protection                                                                                |
| 4                | Construction Survey and Layout                                                                          |
|                  | 12-Inch Polyvinyl Chloride (PVC) Reclaimed Water (RCW)                                                  |
| 5                | Main-Eiland Blvd                                                                                        |
|                  | Horizontal Directional Drilling (HDD) 12-Inch High-Density                                              |
| 6                | Polyethylene (HDPE) RCW Main-Eiland Blvd                                                                |
|                  | Horizontal Directional Drilling (HDD) 6-Inch High Density                                               |
|                  | Polyethylene (HDPE) RCW Main Sta 37+25 and Sta 46+66                                                    |
| 7                | Eiland Boulevard                                                                                        |
| 8                | Flow Meter Assembly                                                                                     |
| 9                | 12-Inch PVC RCW Main-Simons Road                                                                        |
| 10               | HDD 12-Inch HDPE RCW Main-Simons Road                                                                   |
| 11               | Combination Air/Vacuum Valves and Vaults                                                                |
| 12               | Concrete Restoration Along Eiland Blvd                                                                  |
| 13               | Lime Rock Restoration Along Eiland Blvd                                                                 |
| 14               | Asphalt Concrete Restoration Along Eiland Blvd                                                          |
| 15               | Yard Restoration/Seeding and Sodding Entire Project                                                     |
| 16               | Permit Allowance                                                                                        |
| 17               | Concrete Restoration Along Simons Road                                                                  |
| 18               | Testing Allowance - \$30,000                                                                            |
| 19               | Record Drawings Allowance - \$20,000                                                                    |
| <b>Total</b>     |                                                                                                         |

|          |                 | Accurate Drilling Systems |
|----------|-----------------|---------------------------|
| Quantity | Unit of Measure | Unit Cost                 |
| 1        | LS              | \$128,750.00              |
| 1        | LS              | \$68,000.00               |
| 1        | LS              | \$52,000.00               |
| 1        | LS              | \$17,000.00               |
| 6253     | LF              | \$125.00                  |
| 3293     | LF              | \$135.00                  |
| 604      | LF              | \$135.00                  |
| 1        | LS              | \$152,000.00              |
| 3090     | LF              | \$120.00                  |
| 360      | LF              | \$170.00                  |
| 16       | EA              | \$7,800.00                |
| 299      | SY              | \$145.00                  |
| 60       | SY              | \$70.00                   |
| 166      | SY              | \$105.00                  |
| 1        | LS              | \$121,445.00              |
| 1        | AL              | \$5,000.00                |
| 380      | SY              | \$135.00                  |
| 1        | AL              | \$30,000.00               |
| 1        | AL              | \$20,000.00               |



|       | Amici Engineering Contractors, |
|-------|--------------------------------|
| Total | Unit Cost                      |

|              |              |
|--------------|--------------|
| \$128,750.00 | \$127,000.00 |
| \$68,000.00  | \$115,000.00 |
| \$52,000.00  | \$35,000.00  |
| \$17,000.00  | \$40,000.00  |

|              |          |
|--------------|----------|
| \$781,625.00 | \$129.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$444,555.00 | \$112.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$81,540.00  | \$98.00      |
| \$152,000.00 | \$60,000.00  |
| \$370,800.00 | \$119.00     |
| \$61,200.00  | \$169.00     |
| \$124,800.00 | \$4,900.00   |
| \$43,355.00  | \$150.00     |
| \$4,200.00   | \$65.00      |
| \$17,430.00  | \$130.00     |
| \$121,445.00 | \$244,822.00 |
| \$5,000.00   | \$5,000.00   |
| \$51,300.00  | \$150.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

**\$2,575,000.00**

| LLC   | B.R.W. Contracting, INC |
|-------|-------------------------|
| Total | Unit Cost               |

|              |              |
|--------------|--------------|
| \$127,000.00 | \$135,000.00 |
| \$115,000.00 | \$65,000.00  |
| \$35,000.00  | \$25,000.00  |
| \$40,000.00  | \$30,000.00  |

|              |          |
|--------------|----------|
| \$806,637.00 | \$110.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$368,816.00 | \$215.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$59,192.00  | \$135.00     |
| \$60,000.00  | \$131,350.00 |
| \$367,710.00 | \$110.00     |
| \$60,840.00  | \$475.00     |
| \$78,400.00  | \$5,350.00   |
| \$44,850.00  | \$100.00     |
| \$3,900.00   | \$50.00      |
| \$21,580.00  | \$65.00      |
| \$244,822.00 | \$250,000.00 |
| \$5,000.00   | \$5,000.00   |
| \$57,000.00  | \$75.00      |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

**\$2,545,747.00**

|       | Cacique Utilities LLC |
|-------|-----------------------|
| Total | Unit Cost             |

|              |              |
|--------------|--------------|
| \$135,000.00 | \$120,000.00 |
| \$65,000.00  | \$120,000.00 |
| \$25,000.00  | \$20,000.00  |
| \$30,000.00  | \$120,000.00 |

|              |          |
|--------------|----------|
| \$687,830.00 | \$104.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$707,995.00 | \$190.00 |
|--------------|----------|

|              |             |
|--------------|-------------|
| \$81,540.00  | \$100.00    |
| \$131,350.00 | \$80,000.00 |
| \$339,900.00 | \$104.00    |
| \$171,000.00 | \$200.00    |
| \$85,600.00  | \$5,000.00  |
| \$29,900.00  | \$100.00    |
| \$3,000.00   | \$82.00     |
| \$10,790.00  | \$91.00     |
| \$250,000.00 | \$58,000.00 |
| \$5,000.00   | \$5,000.00  |
| \$28,500.00  | \$100.00    |
| \$30,000.00  | \$30,000.00 |
| \$20,000.00  | \$20,000.00 |

**\$2,837,405.00**

|       | Cathcart Construction Company |
|-------|-------------------------------|
| Total | Unit Cost                     |

|              |              |
|--------------|--------------|
| \$120,000.00 | \$115,000.00 |
| \$120,000.00 | \$35,000.00  |
| \$20,000.00  | \$45,000.00  |
| \$120,000.00 | \$40,000.00  |

|              |          |
|--------------|----------|
| \$650,312.00 | \$125.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$625,670.00 | \$150.00 |
|--------------|----------|

|              |             |
|--------------|-------------|
| \$60,400.00  | \$115.00    |
| \$80,000.00  | \$86,500.00 |
| \$321,360.00 | \$125.00    |
| \$72,000.00  | \$215.00    |
| \$80,000.00  | \$7,500.00  |
| \$29,900.00  | \$230.00    |
| \$4,920.00   | \$110.00    |
| \$15,106.00  | \$310.00    |
| \$58,000.00  | \$88,000.00 |
| \$5,000.00   | \$5,000.00  |
| \$38,000.00  | \$230.00    |
| \$30,000.00  | \$30,000.00 |
| \$20,000.00  | \$20,000.00 |

**\$2,470,668.00**

|                  |                                 |
|------------------|---------------------------------|
| y - Florida, LLC | Dallas 1 Corporation dba Dallas |
| Total            | Unit Cost                       |

|              |              |
|--------------|--------------|
| \$115,000.00 | \$129,310.00 |
| \$35,000.00  | \$179,190.00 |
| \$45,000.00  | \$68,050.00  |
| \$40,000.00  | \$66,440.00  |

|              |          |
|--------------|----------|
| \$781,625.00 | \$160.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$493,950.00 | \$160.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$69,460.00  | \$150.00     |
| \$86,500.00  | \$100,520.00 |
| \$386,250.00 | \$150.00     |
| \$77,400.00  | \$250.00     |
| \$120,000.00 | \$9,080.00   |
| \$68,770.00  | \$160.00     |
| \$6,600.00   | \$130.00     |
| \$51,460.00  | \$260.00     |
| \$88,000.00  | \$91,630.00  |
| \$5,000.00   | \$17,690.00  |
| \$87,400.00  | \$150.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

**\$2,607,415.00**

| 1 Construction & Development | DB Civil Construction |
|------------------------------|-----------------------|
| Total                        | Unit Cost             |

|              |              |
|--------------|--------------|
| \$129,310.00 | \$130,000.00 |
| \$179,190.00 | \$40,000.00  |
| \$68,050.00  | \$18,849.00  |
| \$66,440.00  | \$20,000.00  |

|                |          |
|----------------|----------|
| \$1,000,480.00 | \$122.00 |
|----------------|----------|

|              |          |
|--------------|----------|
| \$526,880.00 | \$145.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$90,600.00  | \$90.00      |
| \$100,520.00 | \$110,000.00 |
| \$463,500.00 | \$122.00     |
| \$90,000.00  | \$145.00     |
| \$145,280.00 | \$6,600.00   |
| \$47,840.00  | \$100.00     |
| \$7,800.00   | \$170.00     |
| \$43,160.00  | \$60.00      |
| \$91,630.00  | \$65,000.00  |
| \$17,690.00  | \$5,000.00   |
| \$57,000.00  | \$100.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$3,175,370.00</b> |
|-----------------------|

|       | General Underground |
|-------|---------------------|
| Total | Unit Cost           |

|              |              |
|--------------|--------------|
| \$130,000.00 | \$102,000.00 |
| \$40,000.00  | \$29,000.00  |
| \$18,849.00  | \$20,000.00  |
| \$20,000.00  | \$20,000.00  |

|              |          |
|--------------|----------|
| \$762,866.00 | \$125.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$477,485.00 | \$120.00 |
|--------------|----------|

|              |             |
|--------------|-------------|
| \$54,360.00  | \$70.00     |
| \$110,000.00 | \$55,000.00 |
| \$376,980.00 | \$125.00    |
| \$52,200.00  | \$120.00    |
| \$105,600.00 | \$5,600.00  |
| \$29,900.00  | \$120.00    |
| \$10,200.00  | \$140.00    |
| \$9,960.00   | \$125.00    |
| \$65,000.00  | \$50,000.00 |
| \$5,000.00   | \$5,000.00  |
| \$38,000.00  | \$125.00    |
| \$30,000.00  | \$30,000.00 |
| \$20,000.00  | \$20,000.00 |

|                       |
|-----------------------|
| <b>\$2,356,400.00</b> |
|-----------------------|

|       | Harris-McBurney Company |
|-------|-------------------------|
| Total | Unit Cost               |

|              |              |
|--------------|--------------|
| \$102,000.00 | \$150,000.00 |
| \$29,000.00  | \$26,505.36  |
| \$20,000.00  | \$40,361.76  |
| \$20,000.00  | \$63,648.00  |

|              |          |
|--------------|----------|
| \$781,625.00 | \$170.18 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$395,160.00 | \$184.36 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$42,280.00  | \$197.05     |
| \$55,000.00  | \$123,377.75 |
| \$386,250.00 | \$189.90     |
| \$43,200.00  | \$283.04     |
| \$89,600.00  | \$21,087.28  |
| \$35,880.00  | \$147.52     |
| \$8,400.00   | \$141.44     |
| \$20,750.00  | \$112.77     |
| \$50,000.00  | \$45,888.90  |
| \$5,000.00   | \$7,200.00   |
| \$47,500.00  | \$147.52     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$2,181,645.00</b> |
|-----------------------|



|       | Insituform Technologies, LLC |
|-------|------------------------------|
| Total | Unit Cost                    |

|              |              |
|--------------|--------------|
| \$150,000.00 | \$137,500.00 |
| \$26,505.36  | \$90,000.00  |
| \$40,361.76  | \$39,000.00  |
| \$63,648.00  | \$10,000.00  |

|                |          |
|----------------|----------|
| \$1,064,135.54 | \$150.50 |
|----------------|----------|

|              |          |
|--------------|----------|
| \$607,097.48 | \$156.35 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$119,018.20 | \$127.00     |
| \$123,377.75 | \$162,000.00 |
| \$586,791.00 | \$138.00     |
| \$101,894.40 | \$156.50     |
| \$337,396.48 | \$14,100.00  |
| \$44,108.48  | \$162.35     |
| \$8,486.40   | \$85.90      |
| \$18,719.82  | \$162.35     |
| \$45,888.90  | \$221,182.00 |
| \$7,200.00   | \$9,500.00   |
| \$56,057.60  | \$162.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$3,450,687.17</b> |
|-----------------------|

|       | Kamminga & Roodvoets, Inc. |
|-------|----------------------------|
| Total | Unit Cost                  |

|              |              |
|--------------|--------------|
| \$137,500.00 | \$150,000.00 |
| \$90,000.00  | \$120,000.00 |
| \$39,000.00  | \$80,000.00  |
| \$10,000.00  | \$20,000.00  |

|              |          |
|--------------|----------|
| \$941,076.50 | \$130.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$514,860.55 | \$185.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$76,708.00  | \$150.00     |
| \$162,000.00 | \$125,000.00 |
| \$426,420.00 | \$140.00     |
| \$56,340.00  | \$220.00     |
| \$225,600.00 | \$5,000.00   |
| \$48,542.65  | \$177.00     |
| \$5,154.00   | \$95.00      |
| \$26,950.10  | \$70.00      |
| \$221,182.00 | \$255,900.00 |
| \$9,500.00   | \$5,000.00   |
| \$61,560.00  | \$177.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$3,102,393.80</b> |
|-----------------------|

|       |                |
|-------|----------------|
|       | Killebrew, Inc |
| Total | Unit Cost      |

|              |              |
|--------------|--------------|
| \$150,000.00 | \$160,000.00 |
| \$120,000.00 | \$155,000.00 |
| \$80,000.00  | \$100,000.00 |
| \$20,000.00  | \$55,000.00  |

|              |          |
|--------------|----------|
| \$812,890.00 | \$140.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$609,205.00 | \$180.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$90,600.00  | \$90.00      |
| \$125,000.00 | \$140,000.00 |
| \$432,600.00 | \$150.00     |
| \$79,200.00  | \$185.00     |
| \$80,000.00  | \$7,800.00   |
| \$52,923.00  | \$242.00     |
| \$5,700.00   | \$242.00     |
| \$11,620.00  | \$125.00     |
| \$255,900.00 | \$250,000.00 |
| \$5,000.00   | \$5,000.00   |
| \$67,260.00  | \$235.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$3,047,898.00</b> |
|-----------------------|

|       | Midsouth Inc. |
|-------|---------------|
| Total | Unit Cost     |

|              |             |
|--------------|-------------|
| \$160,000.00 | \$59,760.00 |
| \$155,000.00 | \$37,270.00 |
| \$100,000.00 | \$10,510.00 |
| \$55,000.00  | \$13,500.00 |

|              |          |
|--------------|----------|
| \$875,420.00 | \$119.50 |
|--------------|----------|

|              |         |
|--------------|---------|
| \$592,740.00 | \$97.00 |
|--------------|---------|

|              |              |
|--------------|--------------|
| \$54,360.00  | \$105.70     |
| \$140,000.00 | \$123,630.00 |
| \$463,500.00 | \$99.10      |
| \$66,600.00  | \$123.20     |
| \$124,800.00 | \$6,760.00   |
| \$72,358.00  | \$135.40     |
| \$14,520.00  | \$72.90      |
| \$20,750.00  | \$93.40      |
| \$250,000.00 | \$131,510.00 |
| \$5,000.00   | \$5,000.00   |
| \$89,300.00  | \$124.60     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

**\$3,289,348.00**

|       | Peak Power Services, Inc. |
|-------|---------------------------|
| Total | Unit Cost                 |

|             |              |
|-------------|--------------|
| \$59,760.00 | \$123,762.80 |
| \$37,270.00 | \$40,096.38  |
| \$10,510.00 | \$49,071.20  |
| \$13,500.00 | \$36,000.00  |

|              |          |
|--------------|----------|
| \$747,233.50 | \$107.77 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$319,421.00 | \$211.57 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$63,842.80  | \$124.45     |
| \$123,630.00 | \$161,008.74 |
| \$306,219.00 | \$108.33     |
| \$44,352.00  | \$257.17     |
| \$108,160.00 | \$8,354.22   |
| \$40,484.60  | \$159.63     |
| \$4,374.00   | \$171.68     |
| \$15,504.40  | \$91.52      |
| \$131,510.00 | \$62,724.00  |
| \$5,000.00   | \$5,000.00   |
| \$47,348.00  | \$138.16     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$2,128,119.30</b> |
|-----------------------|

|       | Timm Group |
|-------|------------|
| Total | Unit Cost  |

|              |              |
|--------------|--------------|
| \$123,762.80 | \$150,000.00 |
| \$40,096.38  | \$85,000.00  |
| \$49,071.20  | \$75,000.00  |
| \$36,000.00  | \$35,000.00  |

|              |          |
|--------------|----------|
| \$673,885.81 | \$180.00 |
|--------------|----------|

|              |          |
|--------------|----------|
| \$696,700.01 | \$150.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$75,167.80  | \$100.00     |
| \$161,008.74 | \$135,000.00 |
| \$334,739.70 | \$150.00     |
| \$92,581.20  | \$150.00     |
| \$133,667.52 | \$5,000.00   |
| \$47,729.37  | \$130.00     |
| \$10,300.80  | \$60.00      |
| \$15,192.32  | \$200.00     |
| \$62,724.00  | \$100,000.00 |
| \$5,000.00   | \$5,000.00   |
| \$52,500.80  | \$130.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$2,660,128.45</b> |
|-----------------------|

|       | US Water Services Corporation |
|-------|-------------------------------|
| Total | Unit Cost                     |

|              |              |
|--------------|--------------|
| \$150,000.00 | \$115,000.00 |
| \$85,000.00  | \$68,000.00  |
| \$75,000.00  | \$72,000.00  |
| \$35,000.00  | \$55,500.00  |

|                |          |
|----------------|----------|
| \$1,125,540.00 | \$121.00 |
|----------------|----------|

|              |          |
|--------------|----------|
| \$493,950.00 | \$163.00 |
|--------------|----------|

|              |              |
|--------------|--------------|
| \$60,400.00  | \$60.00      |
| \$135,000.00 | \$140,000.00 |
| \$463,500.00 | \$121.00     |
| \$54,000.00  | \$163.00     |
| \$80,000.00  | \$8,800.00   |
| \$38,870.00  | \$179.00     |
| \$3,600.00   | \$45.00      |
| \$33,200.00  | \$75.00      |
| \$100,000.00 | \$86,250.00  |
| \$5,000.00   | \$3,076.00   |
| \$49,400.00  | \$179.00     |
| \$30,000.00  | \$30,000.00  |
| \$20,000.00  | \$20,000.00  |

|                       |
|-----------------------|
| <b>\$3,037,460.00</b> |
|-----------------------|

|              |
|--------------|
|              |
| <b>Total</b> |

\$115,000.00  
\$68,000.00  
\$72,000.00  
\$55,500.00

\$756,613.00

\$536,759.00

\$36,240.00  
\$140,000.00  
\$373,890.00  
\$58,680.00  
\$140,800.00  
\$53,521.00  
\$2,700.00  
\$12,450.00  
\$86,250.00  
\$3,076.00  
\$68,020.00  
\$30,000.00  
\$20,000.00

|                       |
|-----------------------|
| <b>\$2,629,499.00</b> |
|-----------------------|



May 23, 2025

Karen Miller  
Purchasing Agent  
City of Zephyrhills  
5335 8<sup>th</sup> Street  
Zephyrhills, Florida 33542

RE: City of Zephyrhills  
Pasco County RCW Interconnect  
City of Zephyrhills: ITB 2025-005  
Jones Edmunds Project No.: 26110-052-01  
**Bid Review & Evaluation of Findings**

Dear Ms. Miller,

This letter summarizes the construction contract bids received for the Pasco County RCW Interconnect project. The City of Zephyrhills received 16 bids for the project on Monday, May 5, 2025 at 10:00 am.

**Bid Summary**

The project was advertised, and sixteen (16) contractors submitted a bid for this project. The Total Base Bids for Pasco RCW ranged from **\$2,128,119.30** to **\$3,450,687.17**. The two lowest bids received were evaluated for conformance with the criteria set forth in the bidding documents.

Midsouth, Inc. submitted the lowest total base bid for the Pasco County RCW Interconnect Project for **\$2,128,119.30**.

Jones Edmunds reviewed the submitted bid package provided by Midsouth, Inc., and found the bid responsive. All items were acknowledged on the Bid Form. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida.

Project references were provided to investigate the Contractors' experience, reputation, and performance on past projects. Jones Edmunds contacted the references and would consider the contractor capable of performing the work required for this project.

In addition, Jones Edmunds conducted a D&B report review on Midsouth, Inc., and their report showed the Contractor is at a low to moderate risk for late payments.

Although the final determination regarding awarding a contractor for this project will be made by the City, Jones Edmunds believes Midsouth, Inc.'s bid to be responsive and, based on the findings above, does not take exception to awarding the project to Midsouth, Inc., for the bid price of:

**Total Base Bid Price for Pasco County RCW Interconnect:**

**\$2,128,119.30**

We appreciate the opportunity to provide services to the City of Zephyrhills and look forward to the successful construction of this project.

If you have any questions, please contact me at your convenience by phone at (813) 258-0703 or by email at [gfruecht@jonesedmunds.com](mailto:gfruecht@jonesedmunds.com).

Sincerely,



Gregg S. Fruecht  
Senior Construction Administrator  
Jones Edmunds & Associates, Inc.  
324 S. Hyde Park Avenue, Suite 250  
Tampa, FL 33606  
727-432-1326

CC: Mike Clark – Jones Edmunds  
Chris Seufert-Jones Edmunds  
Ken Fraser-Jones Edmunds

## **CONSENT ITEMS 1.11**

Award of Bid to Hubbard Construction Company

**Issue:**

**Background:**

This project is proposed to rehabilitate a total of 126,565-square-foot apron, taxilane, and taxiway pavement areas. This project will improve the safety and efficiency of the airfield operations in front of t-hangars, 2,3,4 and the FBO admin building. City staff have been working with the FAA to secure BIL funding.

**Attachment(s):**

1. 2.37 Bid Tab, ZPH, Taxilane & Apron Rehab

**Fiscal Impact:**

Budgeted in FY 2025

**Staff Recommendation:**

Staff and Engineer recommend City Council's consideration for approval of the award of bid to Hubbard Construction Company.

May 23, 2025

Ms. Karen Miller  
Purchasing Agent  
City of Zephyrhills  
5335 8th Street  
Zephyrhills, FL, 33542  
PH: 813-780-0000 Ext. 3536

**Subject: Approval of Bid for ZPH Airfield Pavements Rehabilitation**

Dear Karen,

Following our recent review of the bids submitted for the ZPH Airfield Pavement Rehabilitation project, I am pleased to inform you that MDG has completed the evaluation of the three bids received from the contractors listed below:

|                                        |              |
|----------------------------------------|--------------|
| Hubbard Construction Company           | \$649,975.86 |
| C.W. Roberts Contracting, Inc.         | \$764,710.92 |
| Ajax Paving Industries of Florida, LLC | \$818,120.00 |

After careful analysis of the submitted bids, MDG has determined that Hubbard Construction Company submitted the most competitive and comprehensive proposal. Their bid demonstrates a clear understanding of the project requirements, and a competitive pricing structure.

Therefore, MDG recommends City of Zephyrhills to approve the bid from Hubbard Construction Company for the ZPH Airfield Pavement Rehabilitation project. We are confident that their experience and expertise will result in a successful and efficient completion of the project.

We appreciate your cooperation and look forward to the successful collaboration between our teams.

Sincerely,



Ziba Mohammadi, PE  
Principal

**Attachment: Bid Tabulation**

**ZPH-Airfield Pavements Rehabilitation**

|      |                                                                                               |          |      | Engineer's Estimate |              | Hubbard Construction Company |              | Ajax Paving Industries of Florida, LLC |              | C.W. Roberts Contracting, Inc. |              | Percent Engineer's | Average Bid  | Percent Bids | Average Bid |
|------|-----------------------------------------------------------------------------------------------|----------|------|---------------------|--------------|------------------------------|--------------|----------------------------------------|--------------|--------------------------------|--------------|--------------------|--------------|--------------|-------------|
| Item | Description                                                                                   | Quantity | Unit | Unit Cost           | Total        | Unit Cost                    | Total        | Unit Cost                              | Total        | Unit Cost                      | Total        | Difference         | Prices       | Difference   | Unit Prices |
| 1    | Contractor Quality Control Program (CQCP)                                                     | 1        | LS   | \$15,000.00         | \$15,000.00  | \$5,000.00                   | \$5,000.00   | \$5,800.00                             | \$5,800.00   | \$38,232.24                    | \$38,232.24  | -67%               | \$16,344.08  | -69%         | \$16,344.08 |
| 2    | Temporary Pollution, Erosion and Siltation Control                                            | 1        | LS   | \$10,000.00         | \$10,000.00  | \$8,531.27                   | \$8,531.27   | \$1,900.00                             | \$1,900.00   | \$2,487.12                     | \$2,487.12   | -15%               | \$4,306.13   | 98%          | \$4,306.13  |
| 3    | Mobilization                                                                                  | 1        | LS   | \$70,000.00         | \$70,000.00  | \$14,675.64                  | \$14,675.64  | \$99,000.00                            | \$99,000.00  | \$60,180.68                    | \$60,180.68  | -79%               | \$57,952.11  | -75%         | \$57,952.11 |
| 4    | Base Removal (0.25" to 1")                                                                    | 5350     | SY   | \$3.00              | \$16,050.00  | \$1.98                       | \$10,593.00  | \$1.50                                 | \$8,025.00   | \$2.79                         | \$14,926.50  | -34%               | \$11,181.50  | -5%          | \$2.09      |
| 5    | Nominal Asphalt Milling (1" to 2")                                                            | 14200    | SY   | \$3.00              | \$42,600.00  | \$5.95                       | \$84,490.00  | \$5.50                                 | \$78,100.00  | \$4.15                         | \$58,930.00  | 98%                | \$73,840.00  | 14%          | \$5.20      |
| 6    | Crack Repair                                                                                  | 260      | LF   | \$90.00             | \$23,400.00  | \$28.54                      | \$7,420.40   | \$13.50                                | \$3,510.00   | \$13.29                        | \$3,455.40   | -68%               | \$4,795.27   | 55%          | \$18.44     |
| 7    | Safety, Security and Maintenance of Airfield Operations                                       | 1        | LS   | \$20,000.00         | \$20,000.00  | \$54,227.38                  | \$54,227.38  | \$69,000.00                            | \$69,000.00  | \$108,577.80                   | \$108,577.80 | 171%               | \$77,268.39  | -30%         | \$77,268.39 |
| 8    | Survey, Stakeout and As-Built Survey                                                          | 1        | LS   | \$15,000.00         | \$15,000.00  | \$24,587.87                  | \$24,587.87  | \$32,200.00                            | \$32,200.00  | \$28,051.08                    | \$28,051.08  | 64%                | \$28,279.65  | -13%         | \$28,279.65 |
| 9    | Regrade/Compact Existing Lime Rock Base Course                                                | 5350     | SY   | \$10.00             | \$53,500.00  | \$1.76                       | \$9,416.00   | \$5.70                                 | \$30,495.00  | \$2.72                         | \$14,552.00  | -82%               | \$18,154.33  | -48%         | \$3.39      |
| 10   | Asphalt Mix Pavement                                                                          | 1720     | TON  | \$245.00            | \$421,400.00 | \$214.64                     | \$369,180.80 | \$252.00                               | \$433,440.00 | \$213.29                       | \$366,858.80 | -12%               | \$389,826.53 | -5%          | \$226.64    |
| 11   | Emulsified Asphalt Tack Coat                                                                  | 1020     | GAL  | \$10.00             | \$10,200.00  | \$3.78                       | \$3,855.60   | \$3.50                                 | \$3,570.00   | \$3.78                         | \$3,855.60   | -62%               | \$3,760.40   | 3%           | \$3.69      |
| 12   | Temporary Markings (30% Application Rate, Non-Reflective White or Yellow)                     | 500      | SF   | \$30.00             | \$15,000.00  | \$42.26                      | \$21,130.00  | \$43.00                                | \$21,500.00  | \$47.46                        | \$23,730.00  | 41%                | \$22,120.00  | -4%          | \$44.24     |
| 13   | Final Reflective Markings (100% Application Rate, Reflective White or Yellow, Type III Beads) | 500      | SF   | \$15.00             | \$7,500.00   | \$15.63                      | \$7,815.00   | \$16.00                                | \$8,000.00   | \$17.56                        | \$8,780.00   | 4%                 | \$8,198.33   | -5%          | \$16.40     |
| 14   | Black Non-Reflective Marking Outlines                                                         | 1110     | SF   | \$15.00             | \$16,650.00  | \$14.76                      | \$16,383.60  | \$15.00                                | \$16,650.00  | \$16.58                        | \$18,403.80  | -2%                | \$17,145.80  | -4%          | \$15.45     |
| 15   | Sodding                                                                                       | 630      | SY   | \$15.00             | \$9,450.00   | \$20.11                      | \$12,669.30  | \$11.00                                | \$6,930.00   | \$21.73                        | \$13,689.90  | 34%                | \$11,096.40  | 14%          | \$17.61     |
|      | Total                                                                                         |          |      |                     | \$745,750.00 |                              | \$649,975.86 |                                        | \$818,120.00 |                                | \$764,710.92 | -12.80%            | \$744,268.93 | -12.70%      |             |

## **CONSENT ITEMS 1.12**

Award of RFP #2025-004, General Construction, to Four (4) Contractors

### **Issue:**

The City advertised for RFP responses for General Construction Services for all Departments when necessary.

### **Background:**

The City of Zephyrhills advertised via public RFP, for a minimum of three (3) contractors for miscellaneous construction and/or repairs to City facilities, utility lines, etc.

A total of five (5) responses were received, and the evaluation committee approved four (4) of them.

The recommendation of awards would be to the following:

- RCM Utilities
- Razorback LLC.
- National Metering Services (NMS)
- Hometown Services of Florida

### **Attachment(s):**

1. Wirtten Ranking

### **Fiscal Impact:**

The fiscal impact will vary from year to year dependent upon the projects given approval by the City Council.

Projects classified under miscellaneous construction and repair will have a maximum price of \$7,500,000.

### **Staff Recommendation:**

It is the recommendation of staff to the City Council to award the RFP as presented to the four (4) recommendations of the Evaluation Committee.

| Vendor                                       | Total Score |
|----------------------------------------------|-------------|
| Beck                                         | 84.5        |
| Blackwater Construction Services LLC         | 80          |
| Cathcart Construction Company - Florida, LLC | 74.75       |
| Centennial Contractors Enterprises, Inc.     | 74          |
| Foresight Construction Group, Inc.           | 84.25       |
| Friedrich Watkins of Tampa, LLC.             | 84.75       |
| Kokolakis Contracting                        | 86.75       |
| LEGO Construction Co.                        | 77.5        |
| New Vista Builders Group                     | 70          |
| Ryman Construction of Florida, Inc.          | 87.5        |
| SEMCO Construction, Inc.                     | 87.75       |
| The A.D. Morgan Corporation                  | 87.75       |
| Trias Construction LLC                       | 82.5        |
| Wharton-Smith, Inc.                          | 92.75       |
|                                              |             |
| CII Contracting                              | 81.75       |
| Hometown Services of Florida, Inc.           | 87.5        |
| National Metering Services, Inc.             | 83.25       |
| Razorback LLC                                | 86          |
| RCM Utilities, LLC                           | 86.25       |
| The Cao Group, LLC                           | 73.5        |

## **CONSENT ITEMS 1.13**

Award of RFP #2025-004, Construction Manager at Risk (CMAR), to Four (4) Contractors

**Issue:**

Award of RFP #2025-004, Construction Manager at Risk (CMAR), to Four (4) Contractors

**Background:**

The City of Zephyrhills advertised, via public RFP, for a minimum of three (3) CMAR's. A total of fourteen (14) responses were received, and the evaluation committee approved four (4) of them.

The recommendation of awards would be to the following:

- AD Morgan
- Wharton Smith
- Semco Construction
- Ryman Construction of Florida

**Attachment(s):**

1. Wirtten Ranking

**Fiscal Impact:**

The fiscal impact will vary from year to year dependent upon the projects given approval by the City Council.

Projects classified under CMAR will have a maximum price of \$7,500,000/project.

**Staff Recommendation:**

It is the recommendation of staff to the City Council to award the RFP as presented to the four (4) recommendations of the Evaluation Committee.



| Vendor                                       | Total Score |
|----------------------------------------------|-------------|
| Beck                                         | 84.5        |
| Blackwater Construction Services LLC         | 80          |
| Cathcart Construction Company - Florida, LLC | 74.75       |
| Centennial Contractors Enterprises, Inc.     | 74          |
| Foresight Construction Group, Inc.           | 84.25       |
| Friedrich Watkins of Tampa, LLC.             | 84.75       |
| Kokolakis Contracting                        | 86.75       |
| LEGO Construction Co.                        | 77.5        |
| New Vista Builders Group                     | 70          |
| Ryman Construction of Florida, Inc.          | 87.5        |
| SEMCO Construction, Inc.                     | 87.75       |
| The A.D. Morgan Corporation                  | 87.75       |
| Trias Construction LLC                       | 82.5        |
| Wharton-Smith, Inc.                          | 92.75       |
|                                              |             |
| CII Contracting                              | 81.75       |
| Hometown Services of Florida, Inc.           | 87.5        |
| National Metering Services, Inc.             | 83.25       |
| Razorback LLC                                | 86          |
| RCM Utilities, LLC                           | 86.25       |
| The Cao Group, LLC                           | 73.5        |

## **PLANNING DIRECTOR'S REPORT 2.1**

CCC Property Holdings LLC. Chancey Road - Annex, FLU, Rezone

### **Issue:**

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Mark Bentley, Land Use Attorney, on behalf of the property owner, CCC Property Holdings, LLC. The subject site is 13.72 acres More or Less (MOL) and located on the west side of Chancey Road, north of the Correia Drive. See Figure 1 — Aerial Map and Figure 2 — Location Map.1

### **Background:**

### **Attachment(s):**

1. City Council Attachments
2. Chancey Rd Annex, FLUMA, Rezoning Staff Report

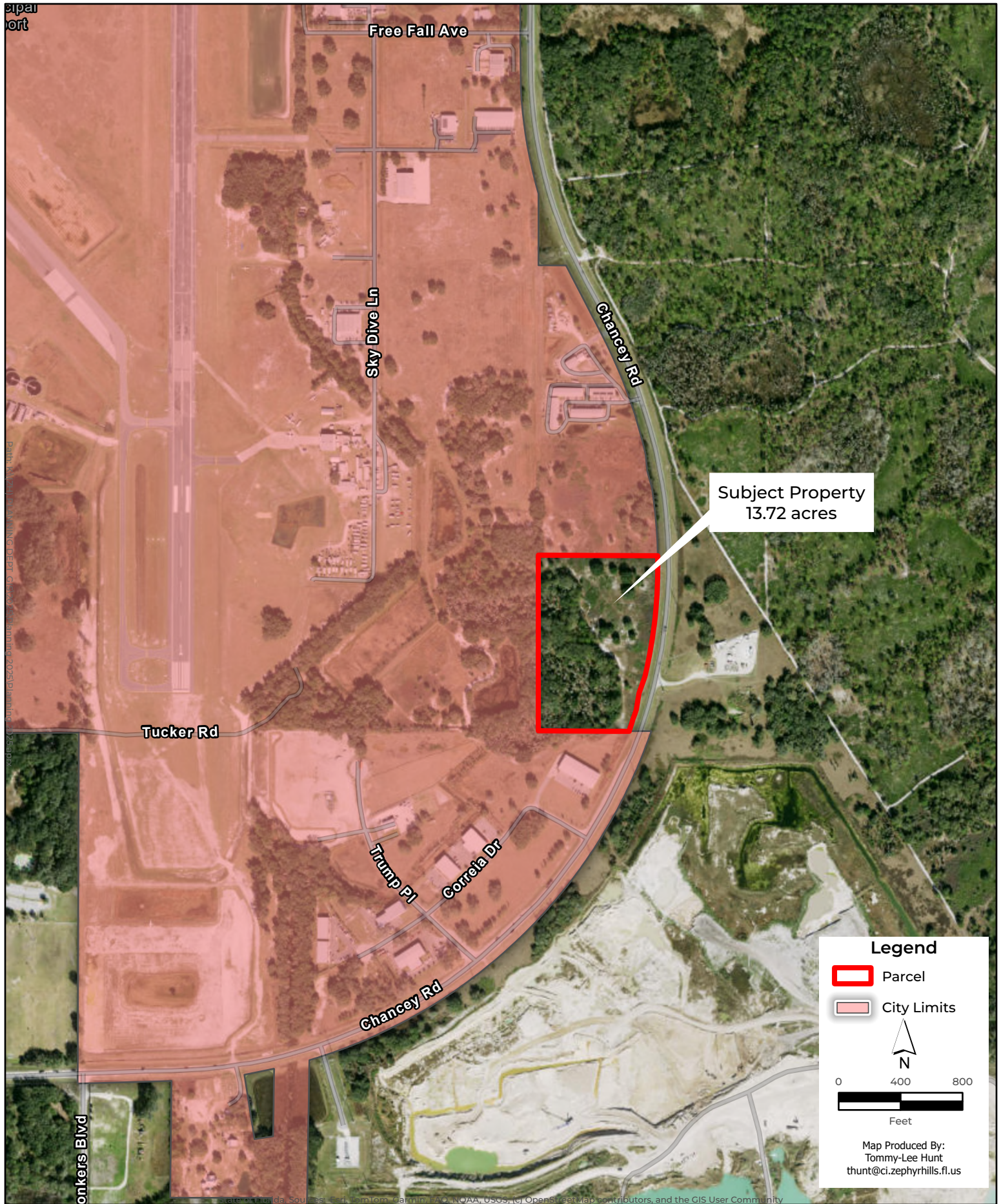
### **Fiscal Impact:**

### **Staff Recommendation:**

Staff recommends approval and direction to advertise for first public hearing.

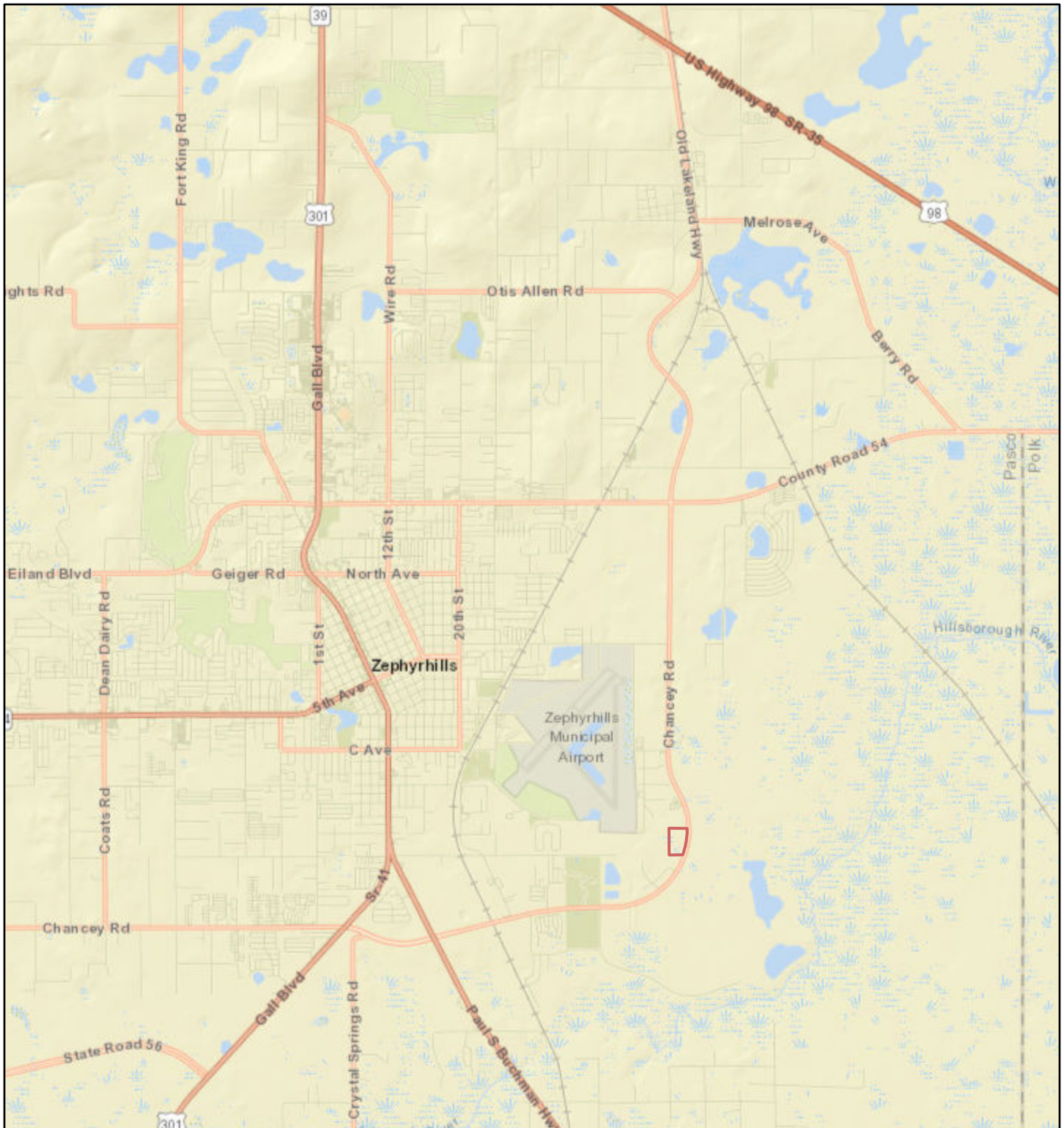
City Council

CCC Property Holdings LLC Annexation Attachments



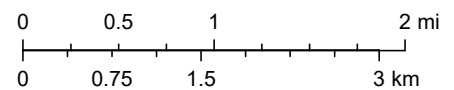


# Chancey Road Annexation

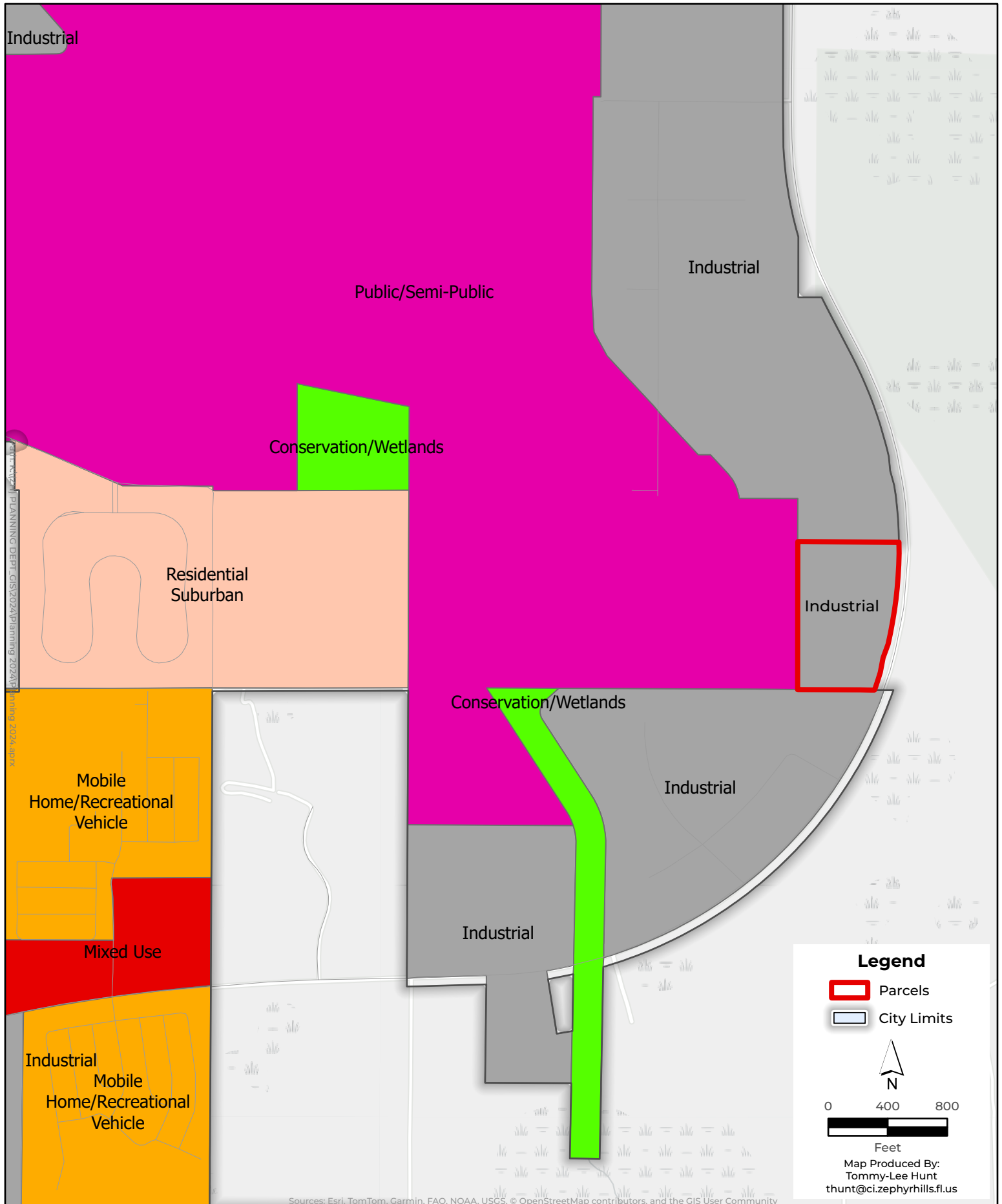


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Esri, HERE, Garmin, INCREMENT P, NGA, USGS, J Edwards



## Proposed Future Land Use

Data Source:  
City of Zephyrhills GIS  
Pasco County GIS

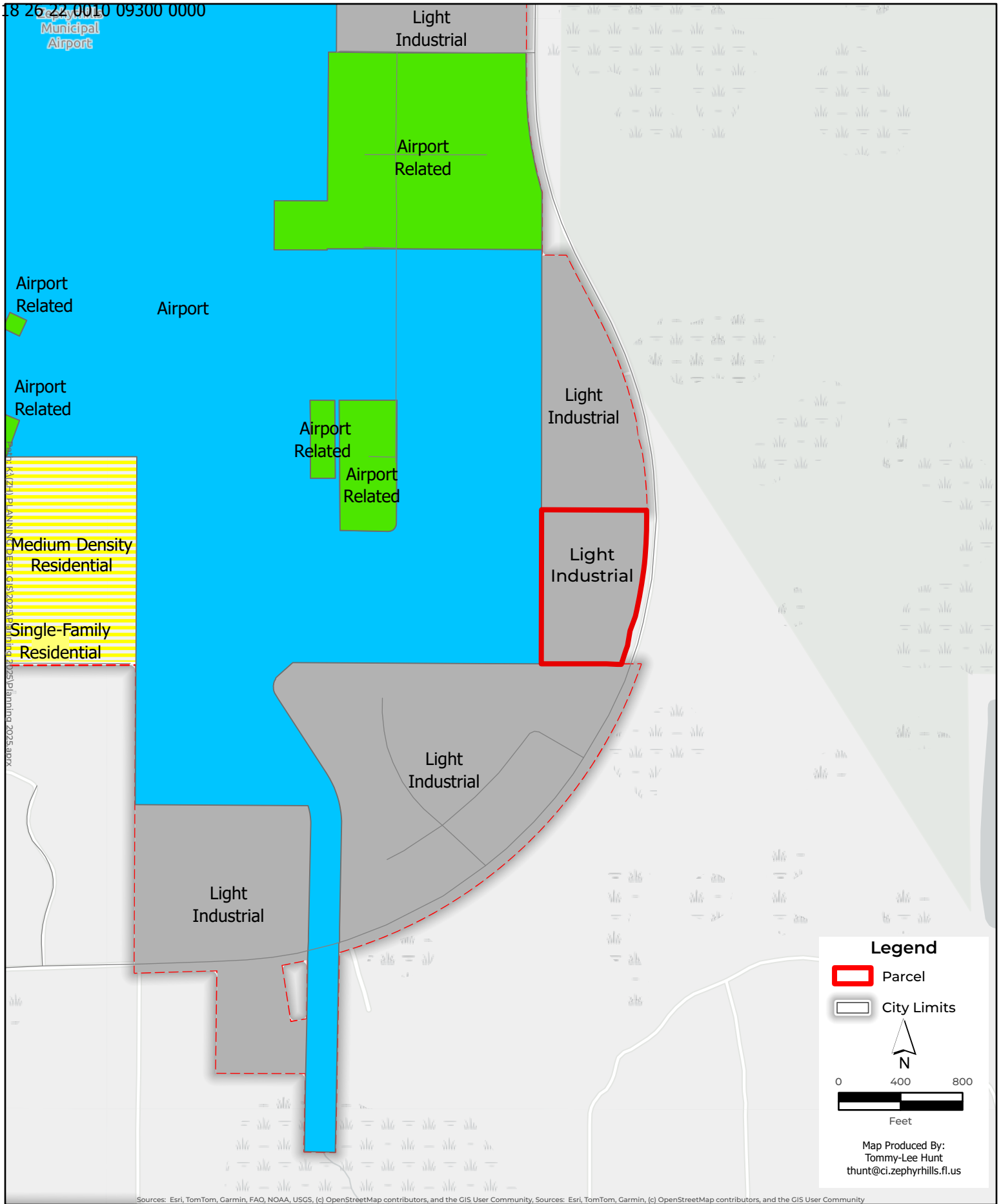
City of Zephyrhills  
5335 8th Street  
Zephyrhills, FL 33542

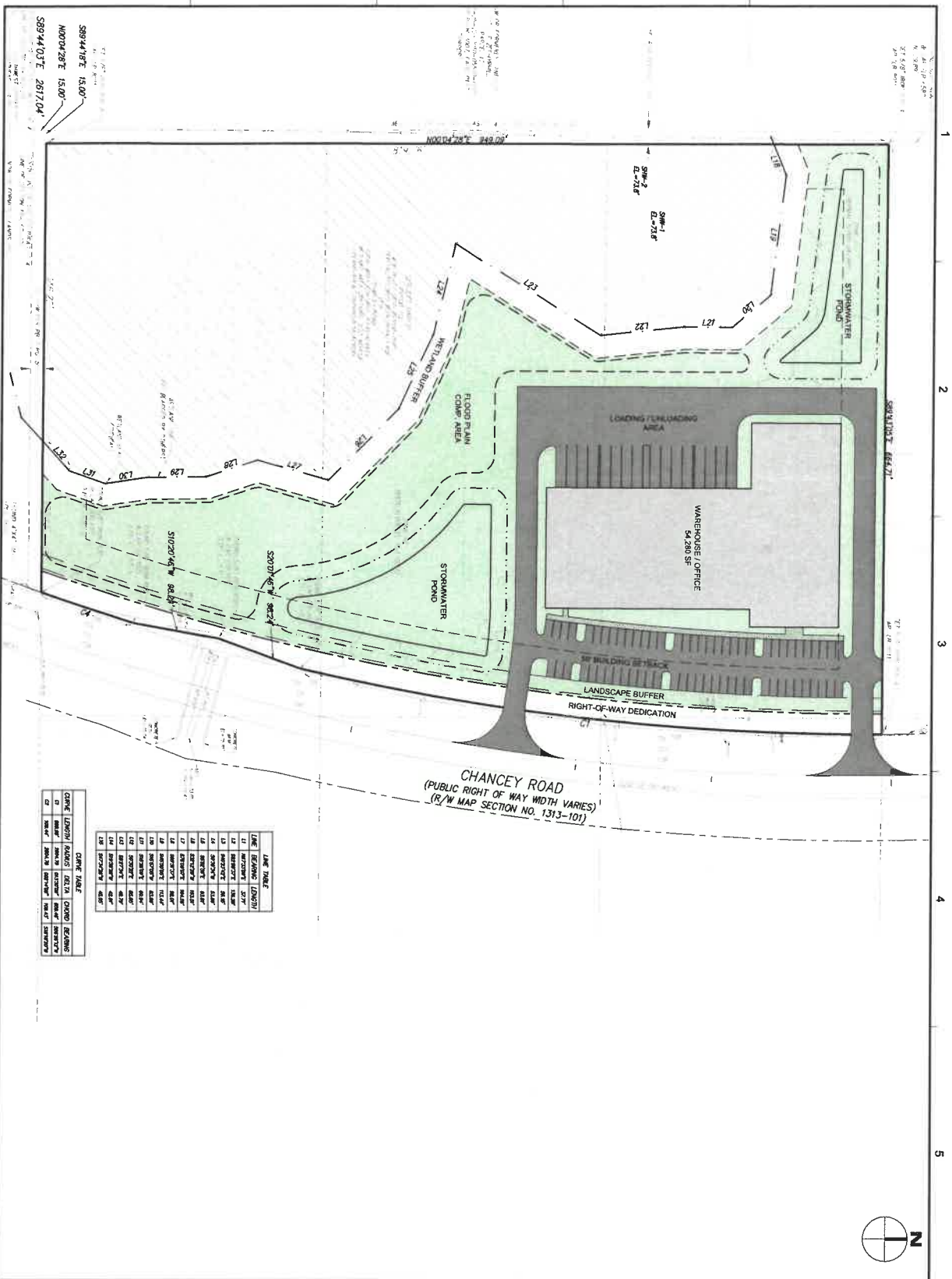
ANX 21-23

April 2025

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Page 185 of 425





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SHEET NO. 1 OF 1

PROJECT NO. 50119020

CONCEPTUAL  
 PLAN 3

TITLE

APPROVED BY

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CCC INDUSTRIES, INC.  
 CCC  
 HEADQUARTERS  
 ZEPHYRHILLS  
 FLORIDA  
 CONCEPTUAL

Dewberry  
 Dewberry Architects Inc.  
 11000 South County Road  
 Suite 100  
 Tampa, FL 33629  
 813.988.8888



## Staff Report

### Memorandum

**To:** City Council and Honorable Mayor

**From:** Tommy-Lee Hunt, GIS/Community Planner

**RE:** ANX 21-23 CCC Property Holdings LLC Annexation, Land Use Map Amendment, and Rezoning

**Date:** June 9th, 2025

## I. BACKGROUND & INFORMATION

### A. History | Application Summary

This Annexation, Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Mark Bentley, Land Use Attorney, on behalf of the property owner, CCC Property Holdings, LLC. The subject site is 13.72 acres More or Less (MOL) and located on the west side of Chancey Road, north of the Correia Drive. See Figure 1 — Aerial Map and Figure 2 — Location Map.<sup>1</sup>



Figure 1 — Aerial Map

<sup>1</sup> 'Figures' contained herein are attached in original format.

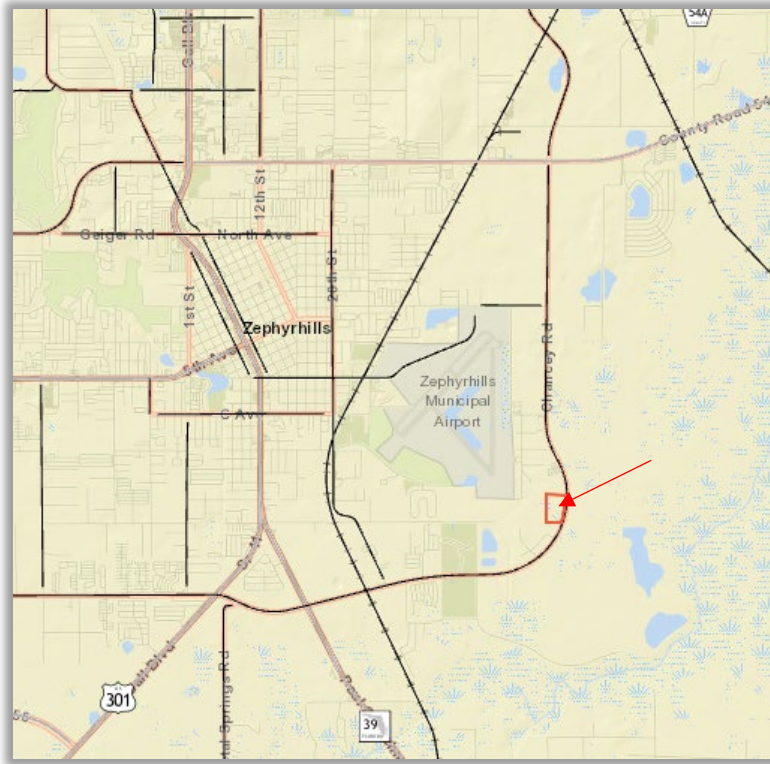


Figure 2 — Location Map

## B. Site Information

|                                  |                                                                                                          |
|----------------------------------|----------------------------------------------------------------------------------------------------------|
| <u>Applicant   Owner:</u>        | CCC Property Holdings LLC                                                                                |
| <u>Location:</u>                 | Southeast area of the city, West side of Chancey Road,<br>Southeast of the Zephyrhills Municipal Airport |
| <u>Parcel ID Number(s):</u>      | 18-26-22-0010-09300-0000                                                                                 |
| <u>Acreage:</u>                  | 13.72 acres MOL                                                                                          |
| <u>Existing Land Use:</u>        | Vacant Industrial                                                                                        |
| <u>Existing Future Land Use:</u> | Pasco County Industrial-Light                                                                            |
| <u>Proposed Future Land Use:</u> | IN (Industrial)                                                                                          |
| <u>Existing Zoning:</u>          | Pasco County AC                                                                                          |
| <u>Proposed Zoning:</u>          | LI (Light Industrial)                                                                                    |

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## II. DETAILED PROJECT DESCRIPTION

The subject property is generally located in the southeast region of the City of Zephyrhills, on the west side of Chancey Road, just southeast of the Zephyrhills Municipal Airport. The subject of this three-part application under review includes approximately 13.72 acres that is currently vacant but zoned AC-Agricultural. The subject property is generally rectangular in shape and is bordered to the north by the site of a proposed marble manufacturer and warehouse; to the west by wetlands from the airport; to the south by other industrial manufacturing and warehouse uses; and east by Chancey Road—a Pasco County maintained road—and a construction facility.

This application identifies Parcel ID Numbers 18-26-22-0010-09300-0000 which includes three individual lots (109, 116, and 125) within its boundary. The site address is 40315 Chancey Road.

The Zephyrhills future land use map indicates the subject area to the north and south of the subject property as Industrial. The City Zoning Map assigns the Light Industrial zoning district to the surrounding areas of the subject property. The applicant proposes to annex this parcel from unincorporated Pasco County into the City of Zephyrhills.

The general area of southeastern Zephyrhills contains a blend of Industrial, Airport, and Airport-related uses. The County jurisdiction of this parcel stretches approximately 645 feet MOL in depth from the west side of the subject property before reaching the right-of-way boundary of Chancey Road. The properties in this area contain Future Land Use Map Plan categories of Industrial, Public/Semi-Public, and Conservation/Wetlands within the Zephyrhills city boundary. The unincorporated county lands that abut the east side of the subject property are currently used for construction services, with the land laying to the northeast having a conservation and recreational use in perpetuity.

## III. PROPOSED DEVELOPMENT

The applicant plans on a warehouse/office building in the form of an L shape. The building will be approximately 54,280 square feet. Employee parking will be on the east side of the building along Chancey Road. On the west side of the building there will be a large loading/unloading area. There will be two stormwater ponds, one to the south and one to the northwest. The applicant proposed two accesses to the parking lot via Chancey Road, however, the northernmost access will be a shared entrance/exit with the industrial user of the parcel to the north. The southernmost access will be an exit only for this site. In addition to the parking lots, the west side of the property will have a wetland buffer and the east side along Chancey Road will have a landscape buffer.

## IV. DATA & ANALYSIS REVIEW

### A. Character Analysis

East – Chancey Road, owned by Pasco County

West – Zephyrhills Municipal Airport

North – Vacant industrial parcel

South – Wetlands and industrial uses.

## **B. Compatibility Analysis/Annexation**

**Annexation:** The proposed annexation portion of the three-pronged petition meets the following criteria set forth under State Statutes, and compiles with the Joint Planning Area agreement between the County of Pasco and City of Zephyrhills.

State Statutes Chapter 171.043 Character of the area to be annexed. A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

1. The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.
2. Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any of the following standards:
  - a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;
  - b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or
  - c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.
3. In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:
  - a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through sparsely developed area; or
  - b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area developed for urban purposes as defined in subsection (2).

Currently the subject property is surrounded on three sides (north, south and west) by city and plant properties that are already located within the city limits. Staff feels that an annexation at this location is reasonable and meets the legal requirements for inclusion into the City boundary. Furthermore, the proposal meets the guidelines as prescribed above.

**Compatibility:** The immediate area of southeast Zephyrhills includes lands that are publicly owned tracts owned by both the city and county. The Pasco County owned land is on the south side of Tucker Road which provides mixed uses until the pavement terminates near Samuel W Pasco Recreation Park.

The general area of this portion of the city includes existing industrial facilities and general businesses. To the west is the Zephyrhills Municipal Airport that abuts to the western boundary of this subject site to be annexed into the City.

1. Future Land Use Map (FLUMA) Amendment

- a) The subject property (13.72 acres) qualifies as a small-scale plan amendment;
- b) The request is to change the subject property's future land use designation from County IL to Industrial and is consistent with the abutting properties, which are:
  - i. Industrial to the north
  - ii. Industrial Light to the east (County)
  - iii. Industrial to the south
  - iv. Public/Semi-Public to the west
- c) The proposed change is consistent with the City of Zephyrhills Comprehensive Plan Goals, Objectives, and Policies;
- d) As verified by Planning Staff and the Utilities Director, John Bostic, utility capacity is available for the proposed petition—unless a more intense industrial use requiring more than 5000 gallons of water per day is anticipated.
- e) Transportation:
  1. Subject property abuts Chancey Road, and a County ROW use permit will be required at the time of site plan review; With the eventual development of this site and the property directly to the north, a shared access via Chancey Road will be established straddling the shared property line between the two parcels. A secondary exit only access via Chancey Road is also proposed for this site.
  2. The industrial warehouse and office facility on this parcel is projected to have 286 daily trips with 42 of those being during AM Peak Hour and 45 trips being during PM Peak Hour according to the traffic impact statement submitted by the applicant. Per the City of Zephyrhills and Pasco County access management guidelines, left and right turns are warranted for the shared access onto Chancey Road.

The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development. It is also consistent and compatible with the land use/development trends of the area as it provides an essential industrial element. See Figure 3 — Proposed FLU Map.

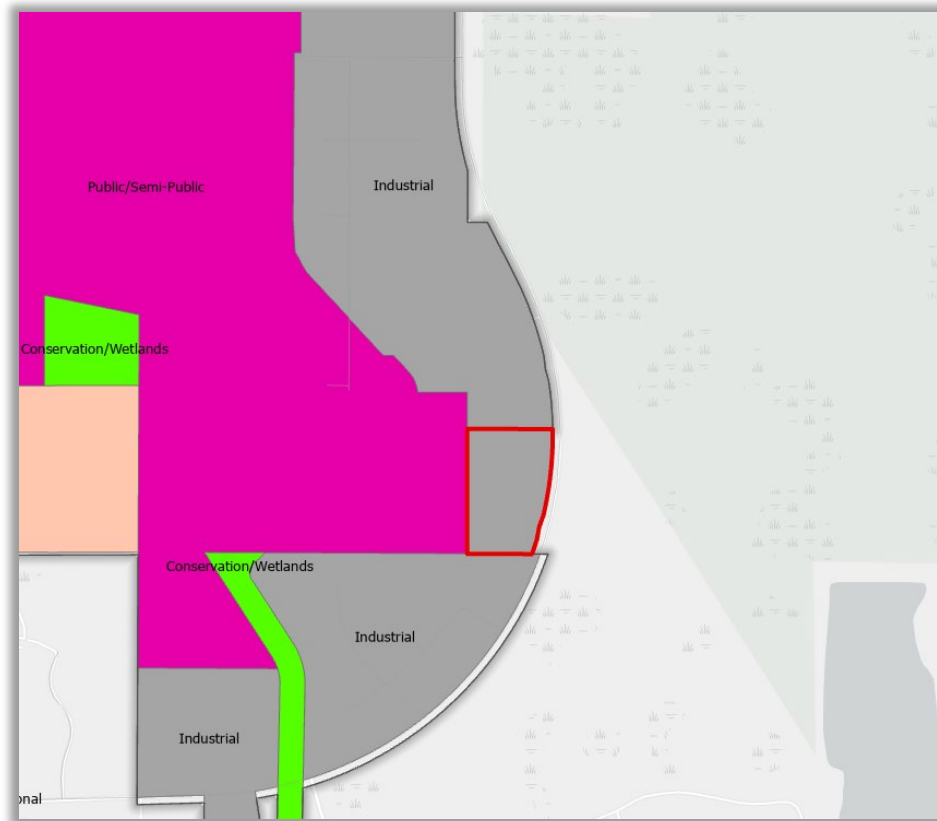


Figure 3 – Proposed FLU Map

## 2. Rezoning

- a) The request is to change the subject property's zoning classification from County AC to LI;
- b) The requested zoning designation is consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are:
  - i. LI to the north
  - ii. I1 to the east (County)
  - iii. LI to the south
  - iv. AP1 to the west;
- c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability.

The proposed zoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances. It is also compatible/consistent with the growth and development trends of the area. As the City grows, the need for industrially zoned properties becomes greater. The rezoning and FLUMA furthers these goals and objectives of the Comprehensive Plan while remaining consistent with the adjacent zoning, while providing



for employment opportunities and increased tax base. See Figure 4 — Proposed Zoning Map.

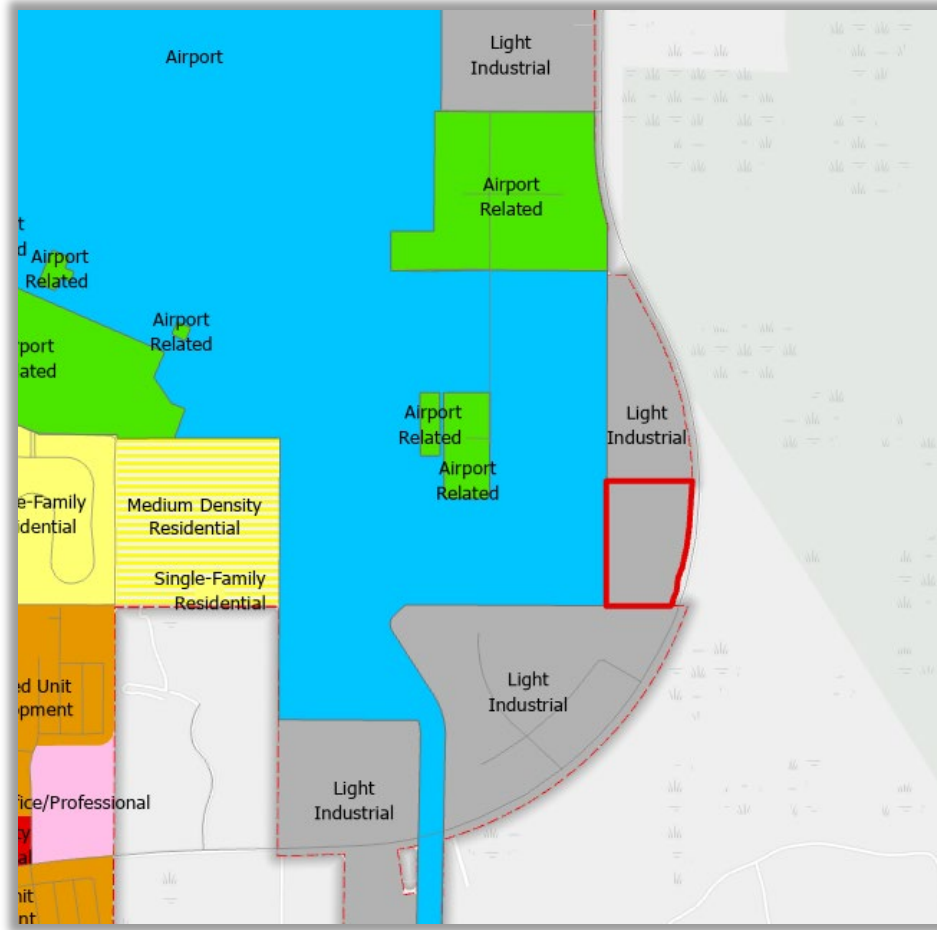


Figure 4 — Proposed Zoning Map

### C. Natural & Historic Resources Analysis

The following site characteristics are provided (An Ecological Resources Assessment Report produced by PACSCON GeoEnvironmental, Inc. (PACSCON) dated December 2024 has been submitted by the applicant and is available upon request):

1. Soil Types – Poorly drained soil (Pomona Fine Sand); Somewhat poorly drained soil (Sparr Fine Sand); Very poorly drained soil (Sellers Mucky Loamy Fine Sand) See M&A report.
2. Flood Plain – A great portion of the subject property is located in Flood Zone “AE” which is within the 100-year flood zone. There is apparent flood related threat.
3. Wetlands | Water Bodies – Per the PACSCON report, there is a forested wetland on the subject annexation property. This wetland spans approximately 50% of the western/southwestern portion of the site.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural resources – There appears to be several potential qualifying habitat areas including but not limited to gopher tortoises. Proper permits shall be obtained prior

to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if such activities are found on site.

#### **D. Public Services Analysis | Impact**

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| POLICE         | Projected general police service demand is within the City's existing service capabilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| FIRE           | It is anticipated that the projected general fire service demand is within the County's existing service capabilities. The city is currently coordinating with the County.                                                                                                                                                                                                                                                                                                                                                                                       |
| WATER          | ACCORDING TO THE APPLICANT AND THE UTILITIES DEPARTMENT, IT IS TOO EARLY TO PROJECT THE ANTICIPATED IMPACT ON THE CITY'S WATER SUPPLY. THE UTILITIES DEPARTMENT HAS AGREED THAT IT IS DIFFICULT TO ESTIMATE THE POTENTIAL IMPACT BASED ON THE PROPOSED USES OF THE FUTURE INDUSTRIAL FACILITY. JOHN BOSTIC, THE UTILITIES DIRECTOR, CONFIRMED THAT THE CURRENT WATER USE PERMIT HAS CAPACITY TO SUPPORT NEW INDUSTRIAL DEVELOPMENT AS LONG AS THE USE DOES NOT REQUIRE INTENSIVE DAILY WATER USE.                                                                |
| SEWER          | Anticipated minimal impact according to the Utilities Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SANITATION     | Future development will be required to utilize City Sanitation services. The city partners with Pasco County for the use of their landfill site. Anticipated impact is minimal.                                                                                                                                                                                                                                                                                                                                                                                  |
| TRANSPORTATION | The proposed project is expected to generate fewer than 100 PM Peak Hour trips and was not required to conduct a Major Traffic Study. Access to the site will be via a shared driveway with the northern adjacent property. The northern adjacent property is currently going through the site plan process for an industrial warehouse and flex space development. There may be an exit-only driveway for this subject site. A 405ft long right turn lane and a 455ft long left turn lane are required to be constructed for the shared access on Chancey Road. |
| SCHOOL         | Industrial impacts on the school system are typically negligible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

#### **E. Comp Plan & LDC Analysis and Verified Applicant Response**

The requested annexation, re-zoning, future land use amendment appears to be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan. A review of the Comprehensive Plan and the Land Development Plan Code has been conducted by the applicant and verified by City Staff. Relevant goals, objectives, and policies are identified below and a brief statement regarding consistency of the proposed amendment has been provided.



## **Implementation**

**Goal LU-1:** To achieve an economically and diversified tax base that ensures:

- b. Recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities; ...*

The proposed CCC development shall meet this goal as it exercises/takes advantage of the emerging industrial opportunities within proximity to the Zephyrhills Municipal Airport.

## ***LAND DEVELOPMENT REGULATIONS***

**Objective LU-1-1** To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

It is Planning Staff's understanding that approval of the requests contained herein will not overburden the demand for public services, please direct specific questions regarding water usage to the Utilities Department. However, the planned improvements are expected to experience an increase in ad valorem property taxes. The proposal should, under Staff's understanding, represent no gross or net taxation on the services offered by the city. Further, this expansion will potentially serve additional residents with employment. It will not create urban sprawl as it is considered an infill light industrial project located in a community with varied development patterns.

## ***POLICY***

Objective LU-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which:

- a. regulate the subdivision of land;
- b. regulate signage;
- c. provide for drainage and storm water management;
- d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;
- e. coordinate future land uses with soil conditions, topography, and availability of facilities and services;
- f. ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- g. protect the limited amount of wetlands and other environmentally sensitive natural resources;
- h. protect the potable well fields by designating appropriate activities and land uses
- i. within well-head protection areas and environmentally sensitive land;
- j. provision of mixed land use designations...
- k. discourage the proliferation of urban sprawl.

The proposed CCC project shall comply with each of the above criteria. The owners/contractors shall submit all plans to the appropriate governmental agencies for review and comment. The proposed project shall comply with all applicable regulations and requirements as required by the reviewing agencies, departments, and adopted codes, ordinances, and regulations as required by city, county, and state regulations. Any revision or amendments necessary shall be positively acted upon to assure compliance in each instance.

## URBAN SUPPORT CLASSIFICATION

### **Industrial (IN)**

The purpose of this category to depict those areas of the city that are now developed, or appropriate to be developed, in an industrial manner; and so as to encourage the reservation and use of consolidated areas for industrial use in a manner and location consistent with surrounding use, transportation facilities, and natural resource characteristics.

**Use Characteristics:** Those uses appropriate to and consistent with this category include:

**Primary Uses:** Research/Development; Light Manufacturing/Assembly; Wholesale/Distribution; Storage/Warehouse;

**Secondary Uses:** Office; Retail Commercial; Personal Business Service; Commercial/Business Service; Transient Accommodations; Public/Semi-Public.

**Locational Characteristics:** This category is generally appropriate to locations with sufficient size to encourage an industrial park type arrangement with provisions for internal service access in locations suitable for light industrial use with minimal adverse impact on adjoining uses, and with good access to transportation and utility facilities such as the major collector, arterial roadway network, rail facilities, airports, and mass transit.

**Buffering:** An appropriate buffer as determined by the Zephyrhills Land Development Code and verified by Staff shall be provided in and between the IN designated lands.

**Zoning Compatibility:** The following zoning districts are compatible with the IN land use category: LI – Light Industrial PUD – Planned Development.

**According to the City of Zephyrhills, Sec. 7.06.04.01. - Landscape buffering and screening, Types B buffers shall be installed. Type B buffer includes a 15-foot wide buffer planted with a single row of shade trees having a maximum spacing of 50 feet on center. A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided with this buffer. The screen may include an opaque fence, wall, hedge, berm or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be spaced a maximum of five feet on center.**

**According to Section 7.07.06 (C), a fence, wall or hedge of a height not exceeding eight (8) feet may be permitted provided that the clear sight triangle is maintained, and in Section 7.07.06 (D), for security purposes, fences in C3, LI, AP1, and AP2 may be topped with barbed wire of not more than three strands, provided the lowest strand is not less than six and one-half feet above grade. (Please note this section of the LDC refers to property perimeter boundaries and does not prohibit a property owner from installing said appurtenances within or inside the property).**

### **OBJECTIVE**

**LU-1-2:** The integrity and quality of life will continue to be maintained in existing and future residential neighborhoods.

The proposed CCC project shall be compatible with the surrounding area and shall not interfere with the integrity of the areas established neighborhoods or quality of life for current residents. Landscaping and buffering/berming shall address all necessary issues stemming from the future improvements, see response to Policy LU-1-2-3-4, below.

## POLICY

**LU-1-2-3-4:** *Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.*

The proposed development of the subject property shall be in compliance with the City's Land Development Code. All construction shall comply with current standards in order to take into consideration the company needs and those of the industrial properties surrounding.

The subject site is bordered on the north and south with an Industrial future land use category and well-established Light Industrial zoned property on two sides, to the west there is a future land use of Public/Semi-Public and Airport zoned property. Staff considers it to be compatible with the surrounding Industrial land use categories, surrounding zoning districts, and the established development pattern of the area, as well as the city's adopted Industrial Corridor Master Plan. The applicant/developer shall provide adequate screening and buffering to adjacent properties. A landscape/buffering plan that demonstrates compliance with all applicable sections of the City's LDC shall be presented to the City for review and approval.

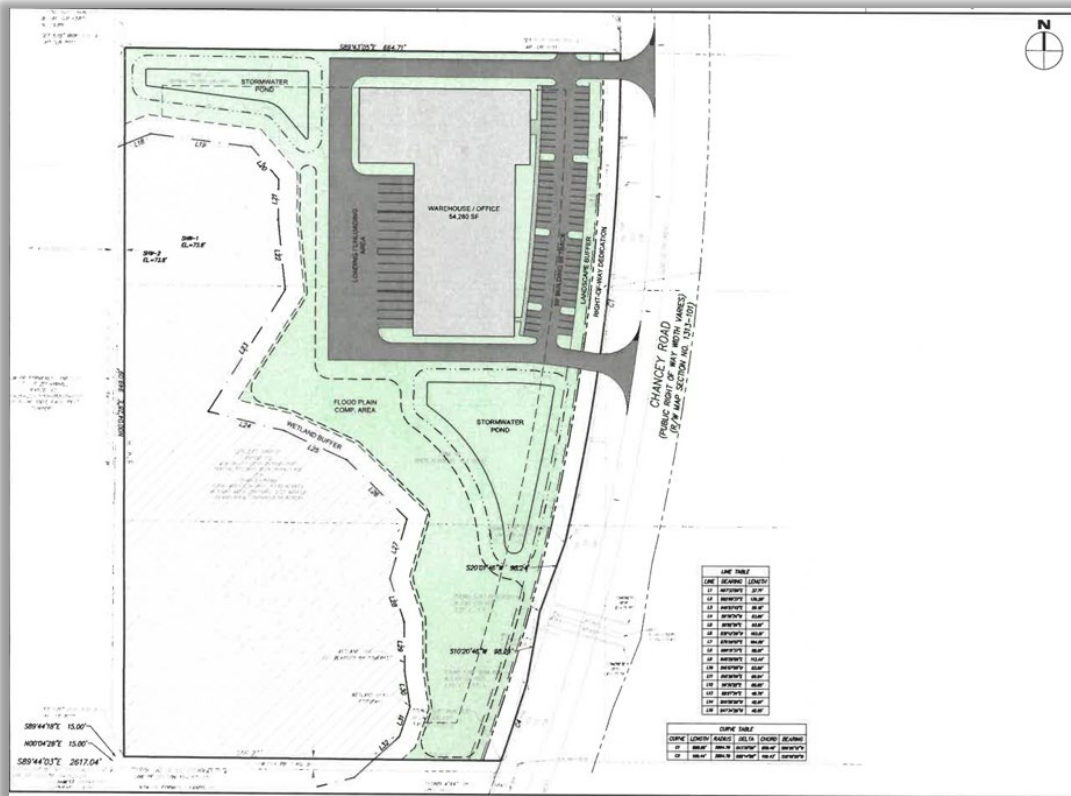


Figure 5 – Proposed Preliminary Conceptual Plan (As of January 2025)

Courtesy Dewberry Engineering

## ARCHAEOLOGICAL AND HISTORICAL RESOURCES

### OBJECTIVE

**LU-1-4:** *The City will develop mechanisms to ensure the protection of archaeological and historical resources.*

The subject property lies outside the historical district and there are no historical structures or archaeological areas identified within the boundaries of the subject property.



Photo 1 – Subject Property viewed from Chancey Rd.

Google Imagery December 2023

## NATURAL RESOURCES

### OBJECTIVE

**LU-1-7:** *All development activities shall ensure the protection of natural resources and potable well fields.*

**LU-1-7-1:** *The clearing of trees and wetland vegetation shall be prohibited unless permits are obtained from the proper governmental entities.*

**LU-1-7-2:** *Species of flora and fauna identified as endangered, threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish Commission, shall be protected through compliance with appropriate Federal and State regulations.*

**LU-1-7-3:** *Consider in land use planning and regulation, the impact if land use on water quality and quantity; the availability of land, water, and other natural resources to meet demands; and the potential for flooding.*

**LU-1-7-4:** *The clearing of trees and wetland vegetation shall be prohibited unless permits are received from appropriate governmental entities.*

**LU-1-7-5:** *The developer/owner of any new development or redevelopment shall be responsible for on-site management of stormwater run-off in a manner so that post-development run-off rates, volumes and pollutant loads do not exceed existing conditions.*

The owner and its contractor shall comply with each of these provisions during the planning, design, engineering, staff review, permitting, construction, and inspection process of the CCC project. The Environmental Resource Report provided by the applicant provides details on findings such as gopher tortoises, eastern indigo snakes, and wood stork nesting sites. Further research/review and possible mitigation/relocation shall be required at the time of site plan review and approval, and prior to commencement of construction.

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## V. RECOMMENDATION

**Site Plan Review Committee** — The SPRC recommended approval of the annexation, rezoning, and Future Land Use Map Amendment at its regularly scheduled meeting on January 21, 2025. The SPRC moved the request forward to the Planning Commission.

**Planning Commission** — The Planning Commission recommended approval of this three-part petition on May 20, 2025. The Planning Commission moved the request forward to the City Council.

**City Council** — June 9<sup>th</sup>, 2025.

**Staff** — Based upon the analysis contained herein, along with supporting documentation, Staff recommends approval of this petition for annexation, rezoning (to LI (Light Industrial)) and FLUMA (to IN (Industrial)).

## PLANNING DIRECTOR'S REPORT 2.2

### Tree Ordinance - Planning Report

#### Issue:

#### A. History | Application Summary:

Staff are initiating a re-write of the City's Tree / Landscaping ordinance that is located in the Land Development Code (Part 7.06.00). City administration asked Staff to look into an assessment of our tree code, which led to Staff performing due diligence on the City's current Code and identifying sections that were in need of review / changes. Staff looked at codes from other communities, considered changes to our current code and also spoke with consultants for recommendations from communities with quality tree ordinance codes. Initially, Staff considered continuing with our current code and making amendments to address identified issues. Some of the key issues that have been identified to review include: tree removal / quantities, enforcement, water conservation, tree mitigation / replanting. In speaking with our consultants, the City of Safety Harbor was recommended as a quality code that has been worked on over the past couple decades with periodic updates to remain current. A copy of the City of Safety Harbor Code is included in the packet as an attachment for review (Please take the time to review prior to the upcoming City Council meeting and see the summary points below).

Part 7.06.00 is the City's existing code and is also attached.

- B. One comment is, should a tree removal permit be required for residential lots? Currently, the City does not require a permit for residential lots, whereas the Safety Harbor code requires everyone to obtain a permit unless they fall under the exemption criteria.
- C. Another comment has to do with the City's current code, which looks at the average number of trees per acre and then allowances of % of trees that may be removed (Sect. 7.06.04 - City LDC). The existing code could remain in place as an opportunity to preserve more trees and potentially reduce development. Staff have deliberated on this table and one comment that has been raised is, should we always be reviewing tree removal from strictly a numbers standpoint or from a quality standard? Perhaps the priority should be identifying the quality trees on a site and attempt to maximize preservation of the quality trees and work the development around those trees. Staff meets with applicants at a pre-application and we discuss our interest of maximizing tree preservation. The other thought we have had is requiring the applicant provide a tree survey with an arborist report (showing the type of tree / quality) and have that submitted and tell the applicant that we want that done prior to any preliminary engineering occurs. Try to prioritize the quality trees on the site and work around them.
- D. Staff will present a PowerPoint with some of the other elements for discussion.
- E. An analysis / list of observations from the City of Safety Harbor Code is provided in the

background section below for review / consideration and as an attachment. I tried to select key elements of their code with the issue and then some comments.

- F. A presentation was made to the Planning Commission and their comments are also provided as an attachment. **A Powerpoint summary will be presented at the June 9th City Council meeting. (See attachment)**

### **Background:**

Staff have conducted a review of the Safety Harbor code and provides the following general observations with the section numbers as a reference to locate. Some of the summaries include a reference that a slide will be provided at the meeting:

- 1.) 153.05(C) - requires a trees survey for development with one of the requirements including the canopy drip line (helpful if you truly want to protect a tree - don't work within the drip line area of the tree - *the City's current code doesn't require this and arborist will say protecting the dripline of a protected tree is essential to the preservation of the tree*);
- 2.) Also a tree condition report is required for every tree surveyed (language is stronger);
- 3.) Sect also requires a statement as to why trees need to be removed versus just an inventory of the trees, size, type and condition - *Agree that justification should be provided for the requested tree removal*);
- 4.) 153.05 - Tree removal permit criteria (*review this section - we will provide a slide summarizing this section*) *Good / clear submittal requirements, fees - different for residential versus non-residential; Arborist provides a tree condition rating as defined in this section of the code*);
- 5.) 153.07 - Nice tree replacement ratio table including increasing rates (*for larger trees - will do a slide summarizing*) Tree removal permit only good for 3 months otherwise you have to re-apply);
- 6.) Sect. 153.07 (D 1 - 8) provides tree replacement ratio based on DBH inch of protected tree removed or where a suitable location on subject site is not suitable a fee in lieu can be paid (See subsections 1 -8 in this section);
- 7.) Sect.153.10 -& 153.16 - Pretty good enforcement section;
- 8.) Sect.153.12 - Specific sect for grand trees and the arborist has to conduct a conditions score. *Grand tree types are listed and a minimum trunk DBH of a minimum of 26". To be classified as a grand tree it must have a condition rating of 3.5 or greater and meet a point total that grand trees are scored by - summarized in this section (See Slide)*;
- 9.) Safety Harbor has a dedicated arborist whereas the Zephyrhills does not but we do have consultants that do have arborists on their team to perform reviews. There is also an increased mitigation / replacement ration for grand trees (*Sect.153.15 - Slide*)
- 10.) Table X-1 - showing all the approved species list for shade and accent trees;
- 10.) Sect. 154.03 - Minimum tree planting table based on lot size / acreage. Table provides the number of shade trees required per lot based on the lot size and also a standard for all other types of development (*maybe a little aggressive - see slide*);
- 11.) Sect. 154.04 Simple to read Parking lot and required buffer strips along different types of roadways - *See slide*)
- 12.) Sect. 154.05 Screening between incompatible uses section - (*Provides a nice alternative*

*with different options on how screening can be achieved - see slide)*

12.) Sect. 154.06 - Open space and preservation of native vegetation section is nice and specific techniques (D) are required for preservation of trees and native vegetation - See slide);

13.) 154.07 - Water conservation techniques - Good section to assist the Zephyrhills with our water shortages with water conservation landscape plan requirements;

14.) 154.08 - Maintenance and enforcement - I like this section: The property owner shall be solely responsible for the continued maintenance of all landscape areas in accordance with the approved plan so as to present a healthy, neat, and orderly appearance, and all landscaped areas are to be kept free from refuse and debris. For required landscape areas which die from lack of maintenance, disease or other natural occurrence, the City shall require re-landscaping. This shall be applicable to all required landscaping, whether installed under the terms of this Code or a previous ordinance. Failure to take such corrective action shall constitute a violation of this Code and may be enforced by any legal means available.

What they don't have is a section that dictates looking at number of trees per acre and they % allowed to be removed but I think this code covers the issue and maybe as we have become more of a built environment maybe that old table in current code isn't necessary??

**Attachment(s):**

1. Tree Ordinance Powerpoint
2. PART 7.06.00. LANDSCAPING (2)
3. LDC safety harbor Tree Ordinance (1)
4. Tree Ordinance General Observations
5. Planning Commission Tree Ordinance Comments

**Fiscal Impact:**

NA

**Staff Recommendation:**

Staff is requesting comments / direction from the Mayor / City Council to proceed with the development of an ordinance with amendments to the City's Tree ordinance.





# Landscape/Tree Ordinance

## Land Development Code Section 7.06.00

City of Zephyrhills City Council

June 9, 2025

# Background & History

- City's tree regulations are dated.
- City Council requested that Staff assess the tree regulations within the LDC.
- Staff reviewed the current code and identified areas in need of amendments.  
Initially, amendments were considered to City's existing code
- The City of Safety Harbor's tree code was recommended as a thorough and efficient example by our consultant.



# Point to Consider – Tree Removal Permit

- City code does not require a permit for tree removal on City residential lots
  - Safety Harbor requires a permit for residential lots
- City Tree Canopy is diminishing
- CRA – ongoing development of a tree planting program
- City has tree mitigation funds available
- Thoughts?



# Point to Consider – Development Tree Removal

- Council Concern with the quantity of trees being removed for development
- Tree removal guidelines are provided in Section 7.06.04 (table to follow)
- The table provides thresholds that looks at the average number of trees/acre (6"+) and allows a tiered percentage to be removed
- The current code allows for the Director to waive the percentages and may require a replacement rate of double the inch per inch basis or financial contribution
- **Every site is different, perhaps tree quality is priority over numbers**
- The importance of tree preservation, the requirement of a tree survey & assessment review prior to engineering review is discussed at the pre-application meetings
- Thoughts?

# Point to Consider – Development Tree Removal

| Average Number of Trees per Acre of Development (6" in caliper or larger) | Percentage Allowed to be Removed                                                                                                                                                                                                             |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Above 40                                                                  | 50%                                                                                                                                                                                                                                          |
| 20 to 40                                                                  | 30%                                                                                                                                                                                                                                          |
| 10 to 19                                                                  | 10%                                                                                                                                                                                                                                          |
| Under 10                                                                  | None, unless the trunk at breast height is within 8 feet of a proposed structure or improvement such as a road, utility line and the like or if the developer agrees to replace any trees removed in accordance with the terms of this part. |

# Enforcement – Sections 7.06.04 & 7.06.03.02

- Contractor is responsible for guaranteeing one year for installation & maintenance of all plant material
- Applicant must have their landscape architect perform a site visit and confirm all plant material & irrigation is compliant with the approved landscape plan
- Penalty fees for tree removal (10" DBH - \$50/inch; 30" and greater - \$150/inch)
  - Planning commission thought the fees could be increased to deter unauthorized removal
- Safety Harbor has good enforcement language that will be proposed in the future ordinance for review



# General Comments

- Require a developer to remove all exempt/invasive trees in the area of the development (PC comment).
- Water Star ordinance – Code currently require grasses like St. Augustine except for retention ponds and road edges. Recommend that we allow Bahia in yards.
- Safety Harbor requires a tree survey but also an accompanying tree condition report with grades that provide for a better review/analysis of the trees to prioritize and preserve.
- PC wants stronger code to require property owners to maintain their landscape.
- Recommendation to utilize a City arborist consultant (when necessary) to get an extra set of “eyes”.
- Safety Harbor requires the tree survey to include the tree and the dripline (critical for saving trees & root networks).

# General Comments cont...

- PC wants a policy like Safety Harbor where the site plan/development needs to justify with good reason why the trees need to be removed.
- Safety Harbor has a sliding scale which dictates the amount of mitigation required that increases with larger trees.
- Safety Harbor has a standard where mitigation is required but only on trees that grade 3.5 out of 5.
- Safety Harbor has a minimum number of trees required on a developed lot based on size.
- Staff discussed a new standard of open space requirement with a tiered amount based on the size of the development — may also assist in tree preservation.



# Staff Review of City and Safety Harbor Tree Ordinances

- Prepared list of general observations from S.H. code
- Presentation to the Planning Commission
- Prepared list of PC comments



# Next Steps

- City Council Comments
- Prepare ordinance
- Consultant review

## **PART 7.06.00. LANDSCAPING**

### **Sec. 7.06.01. Content and purpose.**

- (A) *Generally.* This part is intended to protect trees and their canopies, wetlands and natural resources by regulating the removing of trees, site clearing, landscaping, tree planting and irrigation in the city. This part is also designed to promote the maintenance of native plant species and the removal of exotic and nuisance species.
- (B) *Applicability.* The provisions of this part shall apply to all buildings, development, improvements and land within the limits of the city, (both new residential and commercial development) unless expressly exempted by law. For existing projects, improvements made that are over 51 percent of the existing cost of the appraised property, shall also trigger the use of these guidelines. Note: Under no circumstances are these provisions to be used for the development (new or the improvement) of single or double residential lots.
- (C) *Administrative authority.* The provisions of this part shall be administered and enforced by the official. For purposes of administration of the provisions of this part, the official's designee shall be the Building Official.
- (D) *Conflicts.* If the provisions of this part conflict with other ordinances or regulations, the more stringent limitation or requirement shall govern.

(Ord. 922-05, passed 6-13-2005)

### **Sec. 7.06.02. Characteristics of protected trees and grand trees.**

- (A) *Protected trees.* Protected trees have the following characteristics:
- (1) Twenty-four inches or greater diameter (d.b.h.); and
  - (2) All cypress trees.
    - (a) For protected trees that are six to 23 inches in caliper, the replacement rate shall be one tree for every two protected trees removed.
    - (b) For protected trees that are 24 inches in caliper or greater, the replacement rate shall be two trees for every one protected tree removed (on an inch per inch basis).
    - (c) A certified arborist will be used on projects to determine the health and designation of a tree as protected or grand. When a tree is determined not to be a grand tree, it shall be considered a protected tree if it otherwise meets the requirements of this chapter.
- (B) *Grand trees.* Grand trees have the characteristics set forth in Schedule A.
- (1) Replacement rate for a grand tree shall be double the size, on a caliper inch by caliper inch removed. While more than one tree may be used to replace the necessary number of caliper inches equal to the removed grand tree, the minimum replacement tree size that shall be used for each tree is at least four inches in caliper.

#### **Schedule A. Species and Circumference**

| Species                 | Minimum Circumference |
|-------------------------|-----------------------|
| Cypress (Taxodium spp.) | 120                   |

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|                                     |     |
|-------------------------------------|-----|
| Elm (Ulmus spp.)                    | 120 |
| Holly (Ilex spp.)                   | 85  |
| Magnolia (Magnolia spp.)            | 108 |
| Maple (Acer spp.)                   | 108 |
| Oak (Quercus spp.)                  | 108 |
| Pine (exception: Australian Pine)   | 108 |
| Red Cedar (Juniperus spp.)          | 120 |
| Sweet Gum (Liquidambar styraciflua) | 120 |
| Sycamore (Platanus occidentalis)    | 120 |

- (2) The Director may include additional species by providing standards similar to those in Schedule A above. In determining whether a tree has the requisite circumference to be a grand tree, tree circumference shall be measured at 4½ feet above grade (d.b.h.) and all measurements shall be to the nearest whole inch (round up). The Director shall determine and verify all measurements on trees for grand tree designation.

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.02.01. Exemptions for certain trees.**

Exempt trees include the following:

- (A) Broussonetia papyrifera (male Mulberry);
- (B) Casuarinas sp. (Australian Pine);
- (C) Citrus spp.;
- (D) Camphor spp.;
- (E) Enterolobium contortisiliquum (Ear Tree);
- (F) Eucalyptus spp. (Eucalyptus Tree);
- (G) Melaleuca quinquenervia (punk tree);
- (H) Melia azedarach (China berry);
- (I) Prunus caroliniana (Cherry Laurel);
- (J) Schinus terebinthifolius (Brazilian Pepper);
- (K) Auracaria wrightii (Monkey Puzzle);
- (L) Grevillea robusta (Silk Oak Tree);
- (M) Albizia spp. (Mimosa, Woman's Tongue);
- (N) Syagres romanzoffiana (Queen Palm);
- (O) Prunus serotina (Wild Cherry); and
- (P) Sapium sebiferum (Chinese Tallow).

(Ord. 922-05, passed 6-13-2005)

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### **Sec. 7.06.03. Landscape plan.**

- (A) *General.* Prior to the approval of any site plan, "landscape plans" for the entire parcel and as specified below, shall be submitted, reviewed, revised and approved by the SPR Committee.
- (B) *Nature of required plan.* A landscape plan shall be prepared and/or approved by a registered landscape architect as authorized by F.S. Ch. 481, as amended. The landscape plan shall include sufficient information to determine whether the proposed landscaping is in compliance with the standards and other requirements of this part. The landscape plans shall be submitted as a part of the site plans. Submitted landscape plans shall be drawn at a readable scale and shall include the following:
  - (1) The name, address and telephone number of the owner of the property for which the landscape plan is required;
  - (2) The name, address and telephone number of the landscape architect preparing the landscape plan;
  - (3) The location of the property including the legal description, section, township, range and street address, if known;
  - (4) The location of all existing and proposed structures, all landscape improvements (i.e.: berms, walls, fences, screens, sculptures, fountains, street furnishings, lights, paved areas) parking areas, vehicular use areas and other site improvements;
  - (5) The location of all in-ground, above ground and overhead utilities and irrigation, including structures, sizing, height and types. Use Appendix D for any trees proposed under power lines;
  - (6) General notes and specifications including mulching requirements, instructions for the installation, fertilization and maintenance of all plant materials;
  - (7) A separate tree survey sheet depicting all existing trees on site including those to be removed and trees to be protected and methodology for protection. The tree survey should delineate the following, at a minimum, the location of all existing trees including a palm, pine or oak designation, caliper in inches of each tree six inches d.b.h. or greater, the location of the trunk of the tree and the width of the drip line (canopy). Note: To depict the dripline of the tree one additional spot other than the trunk shot shall be required and an assumed even circumference for the tree will be inferred for that additional spot. Wooded or conservation areas can have the trees on the outer edge of the area surveyed only utilizing two spots for each to avoid mapping of interior trees;
  - (8) A copy of the county soils map depicting the proposed development site and the existing soils will be required and is to be submitted to the city with the landscape plans. If the soils are found to be of poor quality for vegetative growth per the soils map, the soils are to be tested (see division (B)(12) of this section) and amended per the recommendations of the report. Poor drainage condition details shall be included in the landscape plans (See Appendix F for a typical tree planting detail);
  - (9) While it is not required, utilize to the extent possible environmentally sustainable principles and practices, which include "Xeriscape" principles (See § 22);
  - (10) A plant list that provides the scientific and common names, sizes (i.e.: caliper), quantity, special requirements and location of all plant materials existing and proposed and proposed turf grass type that will be utilized to meet the minimum landscaping requirements;
  - (11) Planting and installation details, as needed, to ensure conformance with all required standards, including tree protection and erosion control.
  - (12) If the soils are found to be of poor quality for vegetative growth according to the county soil map, a soils testing report for the existing soil of the proposed site will be required and is to be submitted to

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the city with the landscape plans. The applicant is to work with the local extension agency or independent testing lab to have the existing soil tested and to acquire the report from the testing agency. The following soil information will be requested of the testing agency and included in the report: pH, soluble salts and percentage of sand, silt, clay and organic matter. Soil should be adjusted to meet a pH range of 6.0 to 7.0. Topsoil should fall within the following ranges: sand, 25 percent—53 percent, silt 28 percent—50 percent, clay eight percent—27 percent. Organic matter shall not be less than five percent (Note: as determined by loss on ignition of moisture-free samples dried at 65°C). Per request, the city will provide the contact information for soils testing agencies as a part of the pre-application meeting. The applicant is to amend the existing soil per the recommendations of the soils report to provide for the viability and long-term health of the vegetation being proposed in the landscape plans;

- (13) Information necessary to evaluate compliance with provisions of this part;
- (14) Prior to submitting the landscape plan set for review, the applicant will be required to meet with staff to discuss the proposed project and the applicable landscape requirements in a pre-submittal application meeting;
- (15) A landscape maintenance plan and schedule will be submitted as a part of the landscape plans. As a minimum this information will include scheduling and information on watering, fertilizing, herbicide/pesticide applications, trimming/edging, maintenance and mowing cycle;
- (16) Each landscape plan shall provide that the requested development shall commence within six months from the date of issuance of the permit. Applicant is required to submit in writing for review and approval by the Director should an extension to this time limit be warranted. It is the responsibility of the applicant to apply for the extension and the city is not responsible for notification of an expired permit; and
- (17) In addition to the owner's contact information, the applicant must supply the city with the selected landscape contractor's contact name, phone number and fax number so the city will know who to contact regarding any issues that may arise. Contact information is to be supplied to the city as soon as he or she is hired. A separate application for the landscape plans is not required.

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.03.01. Landscape installation.**

- (A) All plant material shall be grade Florida No. 1 or better pursuant to the Florida Department of Agriculture Grades and Standards for Nursery Plants, which is incorporated herein as reference.
- (B) Installed trees and plants shall be grouped together into landscape plant zones according to water and cultural (soil, climate and light) requirements.
- (C) In accordance with the irrigation standards set forth in this part in § 14, a maximum of 50 percent of the plant material used, other than trees, may be drought tolerant. Native species, suitable for growth in the city, should be encouraged. Appendix B of this part, "A Partial List of Native Plant Materials", which references additional sources, may be used for native plant identification.
- (D) The use of plant species listed in Appendix C, "Florida Exotic Pest Plant Council's List of Invasive Species", is prohibited.
- (E) All landscaping shall be installed in accordance with industry accepted landscape practices.

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- (F) Existing plant material may be used to meet the buffering and landscaping requirements of this section provided there is no reduction in the required percentage of landscaped area or reduction in the number of required trees or shrubs. If existing plant materials are retained, the following standards shall apply:
- (1) All new development shall retain existing plant materials to the maximum extent possible unless storm water management design, necessary grade changes, required infrastructure or approved construction footprints necessitate their removal. Areas of retained plant materials may be preserved in their entirety with all trees, understory and groundcover left intact and undisturbed provided that prohibited plant materials as identified in Appendix D, which may be amended from time to time by the city, are removed; and
  - (2) The protection of existing plant materials shall conform to the tree protection detail found in Appendix E of the ordinance codified herein.
- (G) All height requirements shall be based on the finished grade of the landscaped area.
- (H) New plant material shall meet the following criteria:
- (1) All shade trees used to satisfy landscaping requirements shall have a three-inch caliper trunk, shall be containerized or shall be a transplant using a tree spade and shall be a minimum of ten feet in height at the time of installation. All required shade trees shall be a species having an average mature spread of greater than 20 feet when grown in the city. Where interference with overhead utility lines is probable, understory trees shall be planted with a maximum spacing of 20 feet on center (see Appendix D for trees to be planted under power lines);
  - (2) All proposed multi-trunk trees shall have no less than three trunks and no less than one inch caliper size per trunk and shall be a minimum of six feet in height at the time of installation;
  - (3) Palm trees may be substituted for shade trees at a rate of three palm trees, grouped together, per one shade tree. Palm trees may be substituted for up to 30 percent of the required shade trees. Palms must have a minimum of ten feet of clear trunk at the time of installation;
  - (4) When used as a hedge, shrubs, grown in two-gallon containers, shall be a minimum of 18 inches in height at the time of installation. Shrubs shall be spaced a maximum of 36 inches on center. Where required to visually screen, evergreen shrubs shall be planted in staggered double rows and maintained so as to form a continuous, unbroken, solid visual screen within one year from the time of planting;
  - (5) Ground cover shall be installed to provide a finished appearance and adequate coverage within 90 days, so as to suppress fugitive dust; and
  - (6) Sod shall be used in lieu of seeding for grassed areas. The acceptable sod types are Bahia for retention areas and St. Augustine (i.e. Flortam, Seville and the like) for all other grassed areas.
- (I) Mulch shall be used in conjunction with living plant materials so as to cover exposed soil. Mulch shall be installed to a minimum depth of three inches. Mulch type should be specified on the plans. The mulch should not be placed directly against the plant stem or tree trunk. Mulch shall not be required for annual beds. Stone or gravel may be used to cover a maximum of 20 percent of the landscaped area.
- (J) All required landscape materials shall be installed using planting soil of a type appropriate to the individual plant material and the soil conditions in which the planting is occurring. Soil amendments based upon the recommendation of the soil analysis report are required prior to installation of any landscape materials. Proof of soil amendments necessary to provide adequate soil growing medium shall be provided in booklet format as a part of the submitted plans.
- (K) No one plant species of trees, shrubs or groundcover, excluding turf grass, shall constitute more than 50 percent of any landscape plan.

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- (L) All portions of a parcel upon which development has commenced, but not continued for a period of 30 days shall be planted with a temporary grass species or ground cover to prevent erosion and enhance soil stabilization. Adequate coverage to suppress fugitive dust shall be achieved within 45 days.
  - (M) Any disturbances made during construction to the existing city's right-of-way will require the contractor to provide such amendments to return the right-of-way to its preconstruction condition. This may include, but is not limited to, repairing and regrading site and replacement of damaged vegetation including sod.
  - (N) The project landscape architect shall conduct a final field inspection of the landscape. A certificate of compliance with the requirements of this section shall be provided to the city and the property owner and an "as built" drawing of the landscape shall be provided to the property owner prior to obtaining the certificate of occupancy.

(Ord. 922-05, passed 6-13-2005)

### **Sec. 7.06.03.02. Failure to obtain a permit.**

- (A) Whenever a violation(s) of this part occurs or exists or has occurred or existed, any person individual, entity or otherwise, who has legal, beneficial or equitable interest in the facility or instrumentality causing or contributing to the violation(s) and any person individual, entity or otherwise, who has legal, beneficial or equitable interest in the real property upon which the violation(s) occurs or exists or has occurred or exited, shall be liable for the violation(s).
- (B) Any person who shall commence any work without first obtaining a permit therefor shall, if subsequently permitted to obtain a permit, pay triple the permit fee prescribed for the work. The payment of a triple fee shall not preclude nor be deemed a substitute for prosecution for commencing work without first obtaining a permit.
- (C) The removal of a grand tree or protected tree without a permit is deemed to be an irreparable and irreversible violation. A fine of \$5,000.00 will be imposed for the removal of a grand tree or protected tree without a permit. Fines collected will go to the Parks Department Tree Trust Fund.
- (D) In addition, any person removing a grand tree or protected tree without a permit shall be required to replace the grand tree or protected tree with one or more recommended tree(s) on the same parcel (or on adjacent right-of-way). The number and size of the replacement tree(s) required to be planted shall be double the size, on an inch-by-inch basis, the size (dbh) of the grand tree or protected tree(s) that were removed without a permit. If it is not possible to relocate or replace a grand tree or protected tree with recommended tree(s) on the same (or in adjacent right(s)-of-way), then a contribution shall be made to the Parks Department Tree Trust Fund.
- (E) In lieu of tree replacement on the subject property, the applicant, at the city's option, may replant approved trees on city-owned property or contribute a per tree monetary fee as follows. Fees collected in lieu of replacement shall be placed by the city into the Parks Department Tree Trust Fund for use of tree replacement, use of a trained horticulturalist or arborist, educational purposes regarding trees and/or the enforcement or for the advancement of this part. The fees are hereby established as follows:

|                                       |                            |
|---------------------------------------|----------------------------|
| 10" DBH                               | \$50.00 per inch removed.  |
| Greater than 10" to less than 20" DBH | \$100.00 per inch removed. |
| 20" to less than 30" DBH              | \$125.00 per inch removed. |
| 30" and greater DBH                   | \$150.00 per inch removed. |

- (F) It shall be unlawful for any person, during the development of any project or during the construction of any structures or the improvement of any property, to place solvents, material, machinery or temporary soil



deposits within the dripline of any tree. During construction, improvement or development of the property, the owner or his or her agent(s), shall be required to place visible, physical barriers around all trees designated for retention and these protective structures, where required, shall remain until such time as they are authorized to be removed by the Director or issuance of final certificate of occupancy. Protective structures shall be provided as detailed in Appendix E of this document.

(G) Exceptions.

- (1) Where extenuating circumstances justify, the Director may allow an extension of time for the permit to be obtained in excess of three business days.
- (2) For just cause and in cases involving extreme circumstances and unusual hardship, the Director may waive the triple permit fee (three times the permit fee).

(Ord. 922-05, passed 6-13-2005)

#### Sec. 7.06.04. Tree removal guidelines.

In conjunction with any development, building or land clearing, a percentage of trees as defined herein, may be removed in accordance with the following table. Removal of any trees over these guideline percentages may require replacement at a rate of double the inch-per-inch basis or financial contribution to the Parks Department Tree Trust Fund. The waiving of the percentages detailed in these guidelines is at the discretion of the Director.

| Average Number of Trees per Acre of Development (6" in caliper or larger) | Percentage Allowed to be Removed                                                                                                                                                                                                             |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Above 40                                                                  | 50%                                                                                                                                                                                                                                          |
| 20 to 40                                                                  | 30%                                                                                                                                                                                                                                          |
| 10 to 19                                                                  | 10%                                                                                                                                                                                                                                          |
| Under 10                                                                  | None, unless the trunk at breast height is within 8 feet of a proposed structure or improvement such as a road, utility line and the like or if the developer agrees to replace any trees removed in accordance with the terms of this part. |

#### Sec. 7.06.04.01. Landscape buffering and screening.

- (A) The buffering and screening requirements of this section shall apply to all new development except single and two family lots not part of an approved overall development plan.
- (B) All portions of each site, which are not devoted to buildings, sidewalks, paving or special landscape features shall be grassed.
- (C) Buffer types.

|   | Subject Property's District or Use | Adjacent District or Use |   |   |   |   |   |   |   |
|---|------------------------------------|--------------------------|---|---|---|---|---|---|---|
|   |                                    | 1                        | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Agricultural districts             | —                        | — | — | — | — | — | — | — |
| 2 | Commercial districts               | A                        | A | A | A | D | B | C | C |
| 3 | Professional office districts      | A                        | A | A | A | D | B | C | C |
| 4 | Industrial districts               | B                        | B | B | B | D | B | C | C |
| 5 | Public rights-of-way               | —                        | D | D | D | — | * | D | D |

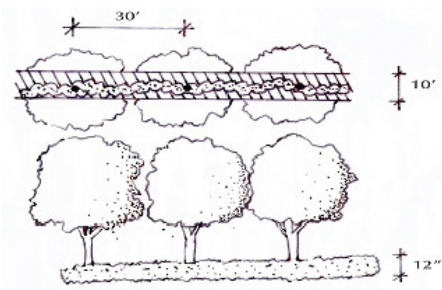
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(Supp. No. 2, Update 1)

|                                                                                                                                                        |                                                  |   |   |   |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---|---|---|---|---|---|---|---|
| 6                                                                                                                                                      | Service stations convenience stores gas stations | B | B | B | B | * | B | C | C |
| 7                                                                                                                                                      | Class I mining operations                        | C | C | C | C | D | C | C | C |
| 8                                                                                                                                                      | Residential districts                            | A | B | B | C | D | C | C | A |
| *Refer to § 12(B)(5) of this part for specific right-of-way buffer requirements for automotive service stations and convenience stores with gas pumps. |                                                  |   |   |   |   |   |   |   |   |

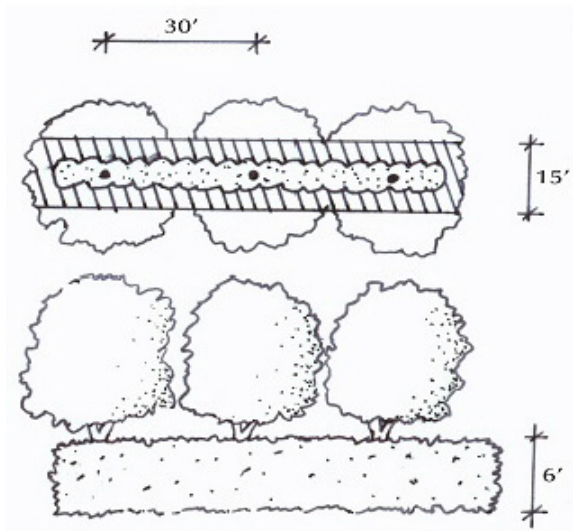
- (1) *Type A buffer.* A ten-foot wide buffer with a single row of shade trees spaced a maximum of 50 feet on center and a continuous row of evergreen shrubs with a minimum height of 18 inches at installation with a maximum spacing of 36 inches on center.

#### Type A Buffer



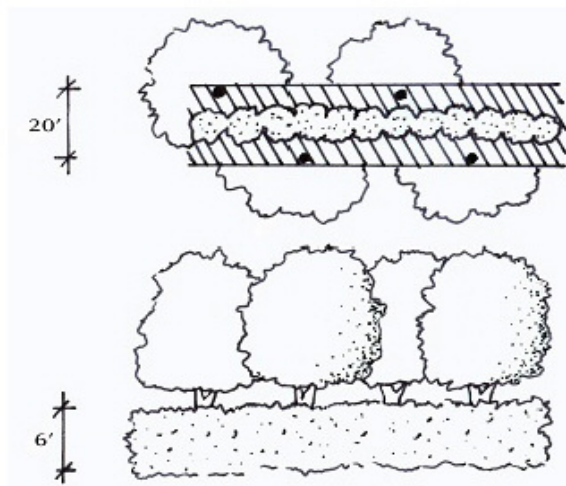
- (2) *Type B buffer.*
- (a) A 15-foot wide buffer planted with a single row of shade trees having a maximum spacing of 50 feet on center. A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided with this buffer. The screen may include an opaque fence, wall, hedge, berm or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be spaced a maximum of five feet on center.
  - (b) For interior lots within a platted industrial park, the minimal type B landscape buffer may be reduced to five feet to fit within the minimum ten-foot wide setbacks. All planning and screening requirements of this section shall remain the same.

### Type B Buffer



- (3) *Type C buffer.* A 20-foot wide buffer planted with two staggered rows of shade trees with a maximum spacing of 50 feet on center (Note: See the drawing below. There is to be 100 feet between trees in the same row, but the two rows are to be staggered such that the second row of trees is to be placed halfway (50 feet) between the trees of the top row). A visual screen designed to be 80 percent opaque within one year and a minimum of six feet in height at installation shall also be provided within the buffer. The screen may include an opaque fence, wall, hedge, berm or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight feet in height. Shrubs that are used to provide a visual screen shall be placed a maximum of five feet on center.

### Type C Buffer



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- (4) *Type D buffer (right-of-way buffer).* This landscape buffer shall be required adjacent to any road right-of-way external to the development project and adjacent to any access roads internal to a commercial development.
- (a) The minimum width of the right-of-way buffer shall vary according to the ultimate width of the abutting right-of-way as indicated below:
    - 1. A right-of-way width from zero to 99 feet wide requires a minimum ten-foot wide buffer:
    - 2. A right-of-way width of 100 feet or more requires a minimum 15-foot wide buffer; and
    - 3. Developments of 15 acres or more require a minimum 20-foot wide buffer regardless of the width of the right-of-way.
  - (b) Shade trees shall be planted with a maximum spacing of 50 feet on center. Palms may be substituted for up to 30 percent of the required shade trees and shall be planted in clusters with a minimum of three palms per cluster with a maximum spacing of eight feet on center. A maximum distance of 50 feet shall be maintained between all types of tree plantings. The remainder of the buffer shall be landscaped with shrubs, at a minimum rate of five shrubs per tree or palms, ground cover and sod.
  - (c) No more than 50 percent of the required landscape area may be grassed, with the balance shall be landscaped in shrubs and ground covers. Note: This requirement will be reviewed on a case by case basis and a special exception can be submitted for those sites that cannot meet this requirement.
  - (d) A masonry wall, not to exceed eight feet in height, may be located within a required Type D buffer (right-of-way buffer) to separate a residential development from an arterial or collector road. Landscaping shall be provided along the right-of-way side closest to the wall. Shrubs shall be planted at a minimum rate of 40 shrubs for every 100 lineal feet of wall or fraction thereof. The shrubs may be planted in groupings or in a row. Where possible, sidewalks located adjacent to the masonry wall shall be separated from the masonry wall by a single row of trees, spaced 50 feet on center. The trees shall be planted to provide shade along the sidewalk. Palms may be substituted for trees at a rate of three palm trees, grouped together, per one tree. Palms may be substituted for up to 30 percent of the required trees. Vines and groundcover may also be incorporated into the landscaping. It is not the intent of this requirement to obscure from view decorative elements such as emblems, tile molding and wrought iron.
- (5) *Automotive service stations and convenience stores with gas pumps buffer.* Automotive service stations and convenience stores with gas pumps shall be buffered from surrounding uses.
- (a) Right-of-way buffer landscaping:
    - 1. A landscape buffer, a minimum of 15 feet in width, shall be required between the public right-of-way and the development project.
    - 2. Shade trees shall be planted in a single row with a maximum spacing of 50 feet on center. Palms may be substituted for up to 30 percent of the required shade trees and shall be planted in clusters with a minimum of three palms per cluster with a maximum spacing of eight feet on center. A maximum of 50 feet shall be maintained between all types of tree clusters.
    - 3. All portions of each site, which are not devoted to buildings, sidewalks, paving or special landscape features, shall be sodded. However, no more than 50 percent of the required landscape area may be sodded, the balance shall be landscaped in shrubs and ground covers.

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4. Refer to division (C) of this section for all buffering requirements from adjacent property.
- (6) *Vehicular use area (VUA)*. A minimum of ten percent of the VUA is to be landscaped with one shade tree per 200 square feet of VUA. The landscape requirements for the VUA consist of one landscaped island per a maximum of ten parking spaces. Each island is to be eight feet wide by 20 feet long and will contain one shade tree with either shrubs or ground cover beneath the tree.
- (7) *Foundation planting*. Foundation plantings are to include one understory tree per 20 feet of building lineal feet and shrubs and ground cover to fill in the remaining foundation planting area.
- (8) *Sidewalks and the like*. Sidewalks and other impervious areas shall not occupy any part of a required A, B, C or D buffer, except when:
- (a) Driveways and sidewalks are constructed perpendicular to the buffer and provide direct access to the parcel or adjacent parcels; and/or
  - (b) A meandering sidewalk, bike trail or nature trail is provided within the buffer and the buffer width is increased by the equivalent sidewalk or trail width.
- (9) *Service function areas*. Areas of nonresidential development that are utilized as loading areas or docks, outdoor storage, trash collection, mechanical equipment, trash compaction, recycling or other service functions shall be screened and out of view from adjacent properties at ground level and from public rights-of-way by a masonry wall a minimum of six feet in height. Industrial parks shall be exempt from the requirements of this section.
- (10) *Retention areas*.
- (a) All human-made dry and wet retention areas that are within 20 feet of the public right-of-way or located within a required buffer shall be landscaped. If the retention area is within 20 feet of a public right-of-way and runs parallel to the public right-of-way, then a Type D buffer will be used and a Type A buffer will be used on the remaining sides of the retention area. Retention ponds may contain special site features, such as fountains and reflecting pools. Existing natural vegetation may be used in lieu of new plantings.
  - (b) Retention/detention ponds and swales shall be permitted within a required buffer provided they are consistent with the following criteria:
    - 1. Retention/detention ponds and swales shall not exceed 50 percent of the square footage of any required side, rear or front yard landscape buffer except where existing native vegetation is retained at natural grade;
    - 2. Retention/detention ponds and swales shall not exceed, at any location within the required buffer, 70 percent of the required buffer width;
    - 3. To reduce soil erosion and visually soften the edge of the water, trees shall be planted along the banks of the pond/retention area at a minimum rate of one tree per 50 lineal feet of pond bank; and
    - 4. The banks of dry retention areas shall be sodded to the pond bottom. Wet retention areas shall be sodded to the high water line. Bahia grass may be used or planted in retention/detention areas, drainage areas and wetland setback and mitigation areas.
  - (c) Storm water retention/detention areas with slopes that require fencing by Southwest Florida Water Management District requirements shall be enclosed with a transparent six-foot decorative metal or vinyl coated chain link fence. Unfinished, galvanized chain link fencing shall not be permitted.

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- (d) All retention ponds that require fencing will also require a Type A buffer on the outside of the fence.

- (11) *Clear site triangles*. Where a driveway/accessway intersects a road right-of-way or where two public road rights-of-way intersect, vegetation, structures and non-vegetative visual screens shall not be located as to interfere with the clear site triangle, as defined in the city's Land Development Code.

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.04.02. Plant substitutions.**

- (A) Due to occasional plant availability problems, approved landscape plans may require minor revisions. Minor revisions to planting plans can be submitted for staff-level review if there is no reduction in the quality of plant material or no significant change in size or location of plant materials and if the revised plant material are of the same general category (i.e. shade, ornamental or evergreen trees) and have the same general design characteristics (i.e. mature height, crown spread) as the materials being replaced. Revised plant material must also be compatible with the area to ensure healthy tree growth.
- (B) If these criteria are not fulfilled, changes to the approved plans must be resubmitted and reviewed again.
- (C) A revised landscape plan that depicts the proposed plant substitutions with supporting text explaining the need for the change in plant material and a list of the original plant material and the proposed plant substitutions will be submitted for review by staff. While a special exception will not be required for minor revisions, staff reserves the right to require a special exception should they determines the proposed changes warrant it.

(Ord. 922-05, passed 6-13-2005; Ord. 1368-18, passed 8-27-2018)

#### **Sec. 7.06.04.03. Irrigation design standards.**

- (A) In-ground irrigation systems shall be utilized for new development including commercial development and single- and multi-family lots. Irrigation shall be provided for all proposed landscape material.
- (B) The Florida Irrigation Society (FIS) standards, which are incorporated herein by reference, should be used for all irrigation design and installation procedures, except where the requirements of this part supersede the FIS standards.
- (C) An irrigation site plan, drawn at a readable scale, shall be submitted illustrating the proposed irrigation zones, delineating micro-irrigation zones and areas utilizing all other irrigation techniques. The plan should indicate the irrigation water source. Existing development with newly irrigated landscape and turf areas shall not be required to submit an irrigation plan.
- (D) Where available, reclaimed wastewater shall be used for landscape irrigation and shall comply with the requirements of this section.
- (E) The irrigation system shall be designed to accommodate separate landscape plant zones based on differing water requirements. Turf areas shall be on separate irrigation zones from other landscape plant zones.
- (F) Sprinkler spacing shall not exceed 55 percent of the sprinklers' diameter of coverage.
- (G) Sprays and rotors shall have matching application rates within each irrigation zone. Sprays and rotors shall not be combined on the same irrigation zone.

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- (H) All irrigation systems shall be designed to avoid overspray, runoff or other similar conditions where water flows onto or over adjacent property, non-irrigated areas, walkways, roadways, structures or water features. Narrow areas (four feet wide or less) shall be irrigated with micro-irrigation only.
  - (I) Irrigation control equipment shall include an operable and functioning automatic irrigation controller having program flexibility such as repeat cycles and multiple program capabilities. Automatic irrigation controller(s) shall have a battery back-up to retain the irrigation programs. Automatic control systems shall be equipped with operable and functioning rain and wind sensor devices. These devices shall be placed in areas where they can be exposed to natural rainfall and winds. As the technology improves, moisture sensing devices to cut-off irrigation when ground conditions do not warrant watering are encouraged.
  - (J) The irrigation system shall be maintained and managed to ensure efficient water use and to prevent wasteful practices. These include, but are not limited to, resetting the automatic controller according to season, cleaning irrigation filters, testing the rain and wind sensors, monitoring, adjusting and repairing the irrigation equipment to ensure the efficiency of the system is maintained, replenishing mulch, utilizing turf and landscape best management practices, including plant pruning and cutting grass around sprinkler heads.
  - (K) A registered landscape architect or irrigation contractor shall conduct a final field inspection of the irrigation system. A certificate of compliance with the requirements of this article shall be provided to the city and the property owner and an "as built" drawing of the irrigation system shall be provided to the property owner and city prior to obtaining the certificate of occupancy.

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.04.04. Approval process.**

Landscape plans will be required in conjunction with a site plan. Approval of the landscape plan will be governed by the procedures established for a site plan in the city's Land Development Plan. The city reserves the right to hold-up the certificate of occupancy until such time as the site plan meets the city's approval.

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.04.05. Reserved.**

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.04.06. Enforcement.**

- (A) The contractor is responsible for overseeing the installation and maintenance of required plants per the approved landscape plan and for a one year guarantee on all required plant material; if any required plant material dies within the first year, the contractor must replace it/them.
- (B) The city and the contractor must meet on site upon completion of the landscape installation for an inspection. The contractor must contact the city to establish the inspection time.
- (C) The City Inspector has the right to reject the plant material if it does not meet this part and to hold the certificate of occupancy until all required plants are properly installed to the Inspector's satisfaction.
- (D) Failure to replace dead and diseased plants will be a violation of this part.

(Ord. 922-05, passed 6-13-2005)

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**Sec. 7.06.05. Landscape maintenance.**

- (A) All landscaping, including those areas located in the public right-of-way as approved through the applicable development review process, shall be maintained by an entity other than the city.
- (B) The landscape maintenance plan and schedule submitted as a part of the ordinance will be utilized to direct the on-going maintenance of the landscaping and irrigation.
- (C) All required landscaping shall be maintained in a healthy condition in perpetuity as per the approved landscape plan.
- (D) All installed landscaping shall be neat and orderly in appearance and kept free of refuse, debris, disease, pests and weeds and shall be fertilized and irrigated to maintain plants in a healthy condition.
- (E) On-going maintenance to prevent the establishment of prohibited exotic species is required.
- (F) Any plant materials of any type and kind required by these regulations shall be replaced within 30 days of their demise and/or removal.
- (G) Paving, treating or covering a required landscaped area in any way that renders it impervious is prohibited.
- (H) Parking of vehicles shall not be permitted in required landscaped areas.
- (I) It shall be the responsibility of the owner to remove any dead, diseased or dangerous trees or shrubs or parts thereof, which overhang or interfere with traffic control devices or public sidewalks.
- (J) All pruning should be accomplished according to horticultural standards. Trees should be pruned only as necessary to promote good health. Trees may be periodically pruned or thinned in order to reduce leaf mass in preparation for tropical storms. All pruning shall be accomplished by a certified arborist in accordance with National Arborists Standards.

(Ord. 922-05, passed 6-13-2005)

**Sec. 7.06.05.01. Reserved.**

(Ord. 922-05, passed 6-13-2005)

**Sec. 7.06.05.02. Reserved.**

(Ord. 922-05, passed 6-13-2005)

**Sec. 7.06.05.03. Reserved.**

(Ord. 922-05, passed 6-13-2005)

**Sec. 7.06.05.04. Xeriscape principles.**

It is the intent of this part to assist the town in achieving water conservation through proper plant selection, installation and maintenance practices. The following xeriscape principles will serve as the primary means of achieving water conservation:

- (A) Appropriate planning and design;
- (B) Limiting turf to locations where it provides functional benefits;



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- (C) Efficient in-ground irrigation systems;
  - (D) Use of soil amendments to increase the water holding capacity of the soil;
  - (E) Use of mulches where appropriate;
  - (F) Use of drought-tolerant plants; and
  - (G) Appropriate and timely maintenance.
- (Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.05.05. Special exception.**

- (A) A special exception to the landscape ordinance can be filed when one or more of the following conditions apply:
  - (1) The site(s) involve space limitations or unusually shaped parcels;
  - (2) Topography, soil, vegetation or other site conditions are such that full compliance is impossible or impractical;
  - (3) Due to a change of use of an existing site, the required buffer is larger than can be provided; and/or
  - (4) Safety considerations are involved.
- (B) A "justification statement" must be submitted as a part of the special exception request. In this statement the applicant must describe which of the requirements set forth in the ordinance codified hererin will be met with modifications, which project conditions justify the use of alternatives and how the proposed measures equal or exceed normal compliance.
- (C) The city staff will review the special exception and can recommend approval, approval with conditions or denial of the petition to the Planning Director. Based upon the recommendation and additional review, the Planning Director will make the final decision on the special exception petition.

(Ord. 922-05, passed 6-13-2005)

#### **Sec. 7.06.05.06. Appeals process.**

Appeals shall be provided by part 11.17.00 of the city's Land Development Code.

#### **Appendix A. Recommended Tree List**

Note: A \* denotes genera containing some species native to Central Florida

\*Ash (*Fraxinus* spp.)

\*Bay Tree (*Persea* spp.)

Bottlebrush (*Callistemon* spp.)

Chinese Fan Palm (*Livistona chinensis*)

Crepe Myrtle (*Lagerstoemia indica*)

\*Cypress (*Taxodium* spp.)

Date Palm (*Phoenix* spp.)

\*Dogwood (*Cornus* spp.)

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\*Elm (Ulmus spp.)  
 European Fan Palm (Chamoerops humilis)  
 \*Holly (Ilex spp.)  
 \*Hornbeam (Carpinus spp.)  
 Jerusalem Thorn (Parkinsonia aculeate)  
 \*Loblolly Bay (Gorgonia lasianthus)  
 \*Magnolia (Magnolia spp.)  
 \*Maple (Acer spp.)  
 \*Needle Palm (Rhapidophyllum hystrix)  
 \*Oak (Quercus ssp.)  
 \*Pine, except Austrian Pine (Pinus spp.)  
 Podocarpus (Podocarpus spp.)  
 \*Redbud (Cercis canadensis)  
 \*Red Cedar (Juniperus spp.)  
 \*River Birch (Betula nigra)  
 \*Sabal/Cabbage Palm (Sabal palmetto)  
 \*Sweet Gum (Liquidambar styraciflua)  
 \*Washington Palm (Washingtonia robusta)  
 \*Wax Myrtle (Myrica cerifera)  
 \*Willow (Salix spp.)  
 (Ord. 922-05, passed 6-13-2005)

**Appendix B. Pasco County - Native Plant Materials**  
 (information provided from the Florida Native Plant Society - County Search-Webpage)

Key:

FN - fern, TS - small tree, TL - large tree, WF - wildflower, GC - groundcover, GR - grass, SH - shrub, VN - vine,  
 AQ - aquatic  
 w - does well in moist places, W - requires moist places, naturally a wetland species  
 A - aquatic, good for planting in an area that is typically flooded such as a pond  
 d - relatively drought tolerant, may need supplemental moisture during very dry periods, D - very drought  
 tolerant  
 s - some salt tolerance, S - high salt tolerance  
 B - butterfly plant (larval food or nectar source)  
 L - provides food or good cover for wildlife <BR

| Species | Form | Wet<br>Tolerance | Dry<br>Tolerance | Salt<br>Tolerance | Butterfly<br>Plant | Wildlife<br>Plant | Photo | More Info |
|---------|------|------------------|------------------|-------------------|--------------------|-------------------|-------|-----------|
|---------|------|------------------|------------------|-------------------|--------------------|-------------------|-------|-----------|

|                                                               |    |   |   |   |   |   |                  |                                           |
|---------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Acacia<br>farnesiana sweet<br>acacia                          | TS |   | D | S | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Acer rubrum red<br>maple                                      | TL | W |   |   |   | L | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Acrostichum<br>danaeifolium<br>giant leather<br>fern          | FN | W |   | S |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Adiantum<br>capillus-veneris<br>Venus<br>maidenhair fern      | FN |   |   |   |   |   | USF<br>Herbarium |                                           |
| Aletris lutea<br>yellow colic-root                            | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Allium<br>canadense wild<br>onion, meadow<br>garlic           | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Amorpha<br>fruticosa false<br>indigo-blush,<br>bastard-indigo | SH | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Amorpha<br>herbacea<br>cluster/spike<br>indigo-bush           | WF |   |   |   |   |   | USF<br>Herbarium |                                           |
| Amsonia ciliata<br>slimpod,<br>bluestar, blue<br>dogbane      | WF |   |   |   |   |   | USF<br>Herbarium |                                           |
| Andropogon<br>brachystachyus<br>short-spike<br>bluestem       | GR | W |   |   |   |   | UF<br>Herbarium  | Institute for<br>Regional<br>Conservation |
| Andropogon<br>glomeratus<br>bushy bluestem                    | GR | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Andropogon<br>virginicus<br>broomsedge<br>bluestem            | GR | W |   |   |   |   |                  | Institute for<br>Regional<br>Conservation |

|                                                   |    |   |   |   |   |   |                  |                                           |
|---------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Apios americana<br>American<br>groundnut          | VN | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Aralia spinosa<br>devil's-<br>walkingstick        | SH |   |   | S | B |   | USF<br>Herbarium | Dave's<br>Garden                          |
| Arisaema<br>triphyllum jack-<br>in-the-pulpit     | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Aristida<br>spiciformis<br>bottlebrush<br>grass   | GR | W |   |   |   |   | USF<br>Herbarium |                                           |
| Aristida stricta<br>var. beyrichiana<br>wiregrass | GR | W | D |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Asclepias<br>humistrata<br>sandhill<br>milkweed   | WF |   | D |   | B |   | USF<br>Herbarium |                                           |
| Asclepias<br>perennis aquatic<br>milkweed         | WF | W |   |   | B |   | USF<br>Herbarium |                                           |
| Asclepias<br>tuberosa<br>butterflyweed            | WF |   | D | S | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Asimina obovata<br>flag pawpaw                    | SH |   | D |   |   | L | USF<br>Herbarium | Archbold<br>Biological<br>Station         |
| Asimina pygmaea<br>dwarf pawpaw                   | TS |   |   |   |   | L | USF<br>Herbarium |                                           |
| Asplenium<br>platyneuron<br>ebony<br>spleenwort   | FN | W | D |   |   |   | USF<br>Herbarium |                                           |
| Baccharis<br>halimifolia<br>groundsel bush        | SH | W | D | S |   |   | USF<br>Herbarium | Hernando<br>Chapter                       |
| Bacopa<br>caroliniana blue<br>waterhyssop         | GC | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Baptisia lecontii<br>wild indigo                  | WF |   |   |   |   |   | USF<br>Herbarium |                                           |

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|------------------------------------------------------------|----|---|---|---|---|---|---------------|-------------------------------------|
| Bejaria racemosa tarflower                                 | SH | W | D |   |   |   | USF Herbarium | Institute for Regional Conservation |
| Berlandiera subacaulis common greeneyes, Florida greeneyes | WF |   | D |   |   |   | USF Herbarium | Institute for Regional Conservation |
| Blechnum serrulatum swamp fern                             | FN | W |   |   |   | L | USF Herbarium | Institute for Regional Conservation |
| Boehmeria cylindrica small-spike false-nettle              | WF | W |   |   | B |   | USF Herbarium | Institute for Regional Conservation |
| Callicarpa americana beautyberry                           | SH | W | D | S |   | L | USF Herbarium | Hernando Chapter                    |
| Campsis radicans trumpet-vine                              | VN | W | D | S |   |   | USF Herbarium | Floridata.com                       |
| Canna flaccida golden canna                                | WF | W |   |   | B |   | USF Herbarium | Institute for Regional Conservation |
| Carphephorus corymbosus costal-plain chaffhead             | WF |   | D |   | B |   | USF Herbarium | Institute for Regional Conservation |
| Carphephorus odoratissimus vanilla-plant, deer's tongue    | WF | W | D |   | B |   | USF Herbarium |                                     |
| Carphephorus paniculatus deer tongue, hairy trilisa        | WF | W | D |   | B |   | USF Herbarium | Institute for Regional Conservation |
| Carpinus caroliniana hornbeam                              | TS | W |   |   |   | L | USF Herbarium | US Forest Service fact sheet        |
| Celtis laevigata hackberry, sugarberry                     | TL | W |   |   | B |   | USF Herbarium | Institute for Regional Conservation |

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|-----------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Cephalanthus<br>occidentalis<br>buttonbush                      | SH | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Cercis<br>canadensis<br>redbud                                  | TS |   | D |   | B |   | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Chamaecrista<br>fasciculata<br>sleeping plant,<br>partridge-pea | WF |   | D |   | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Chiococca alba<br>snowberry                                     | SH | W | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Chionanthus<br>virginicus fringe<br>tree                        | TS | W |   |   |   | L | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Chrysopsis<br>gossypina hairy<br>goldenaster                    | WF |   | D | S |   |   | USF<br>Herbarium |                                           |
| Chrysopsis<br>scabrella rough-<br>leaf goldenaster              | WF |   | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Chrysopsis<br>subulata leafy<br>goldenaster                     | WF |   | D | S |   |   | USF<br>Herbarium |                                           |
| Cladium<br>jamaicense saw-<br>grass                             | GR | W |   | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Clematis<br>baldwinii pine-<br>hyacinth                         | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Clematis<br>catesbyana<br>virgin's-bower                        | WF |   |   |   |   |   | USF<br>Herbarium |                                           |
| Clematis<br>virginiana<br>Virginia virgin's-<br>bower           | VN |   |   |   |   |   | USF<br>Herbarium |                                           |
| Commelina<br>erecta sandhill<br>dayflower                       | WF |   | D |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Conocarpus<br>erectus<br>buttonwood                             | TS | W | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |

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|---------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Conoclinium<br>coelestinum<br>mistflower                | WF | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Coreopsis<br>floridana Florida<br>tickseed              | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Coreopsis<br>leavenworthii<br>Leavenworth's<br>tickseed | WF | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Cornus florida<br>flowering<br>dogwood                  | TS | W | D |   |   | L | USF<br>Herbarium | UF Extention<br>Service (EDIS)            |
| Cornus foemina<br>stiff cornel,<br>swamp<br>dogwood     | TS | W |   |   | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Crataegus<br>marshallii<br>parsley<br>hawthorn          | TS | W |   |   |   | L | USF<br>Herbarium |                                           |
| Crinum<br>americanum<br>string lily,<br>swamp lily      | WF | W |   | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Dalea carnea<br>hammock<br>prairie-clover               | WF | W | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Dalea feayi<br>prairie-clover                           | WF |   | D |   | B |   | USF<br>Herbarium |                                           |
| Dalea pinnata<br>summer farewell                        | WF |   | D |   | B |   | USF<br>Herbarium |                                           |
| Diospyros<br>virginiana<br>persimmon                    | TS | W | D |   |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Doellingeria<br>reticulata white-<br>top aster          | WF |   |   |   |   |   | USF<br>Herbarium |                                           |
| Dryopteris<br>ludoviciana<br>southern wood<br>fern      | FN | W |   |   |   |   | USF<br>Herbarium |                                           |
| Dyschoriste<br>oblongifolia<br>twinflower,              | GC | W | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |

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|------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| oblongleaf<br>twinflower                                   |    |   |   |   |   |   |                  |                                           |
| Eragrostis<br>elliottii Elliott's<br>lovegrass             | GR | W | D | S |   | L |                  | Institute for<br>Regional<br>Conservation |
| Eragrostis<br>spectabilis<br>purple lovegrass              | GR | W | D |   |   | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Erigonum<br>tomentosum<br>wild buckwheat                   | WF |   | D |   | B |   | USF<br>Herbarium |                                           |
| Eryngium<br>yuccifolium<br>button<br>snakeroot             | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Erythrina<br>herbacea<br>coralbean,<br>Cherokee bean       | SH |   | D | S | B | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Eugenia axillaris<br>white stopper                         | SH |   | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Euonymus<br>americanus<br>American<br>strawberry-<br>blush | SH | W |   |   |   |   | USF<br>Herbarium | Floridata.com                             |
| Eustoma<br>exaltatum<br>seaside gentian                    | WF | W |   | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Flaveria linearis<br>yellowtop                             | WF | W | D | S | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Forestiera<br>segregata<br>Florida privet                  | SH | W | D | S | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Fraxinus<br>caroliniana<br>water ash                       | TS | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Gaillardia<br>pulchella<br>blanket-flower,<br>gaillardia   | WF |   | D | S | B |   | USF<br>Herbarium |                                           |



|                                                                   |    |   |   |   |   |   |               |                                     |
|-------------------------------------------------------------------|----|---|---|---|---|---|---------------|-------------------------------------|
| Gaberia heterophylla garberia                                     | SH |   | D | S | B | L | USF Herbarium |                                     |
| Gelsemium sempervirens yellow jesamine, Carolina jasamine         | VN | W | D |   | B |   | USF Herbarium |                                     |
| Gordonia lasianthus loblolly-bay                                  | TL | W |   |   |   | L | USF Herbarium | Institute for Regional Conservation |
| Habenaria repens water-spider rein orchid                         | WF | W |   |   |   |   | USF Herbarium | OrchidWeb                           |
| Helenium amarum pasture sneezeweed                                | WF | W |   |   |   |   | USF Herbarium |                                     |
| Helenium flexuosum winged sneezeweed                              | WF | W | D |   |   |   | USF Herbarium |                                     |
| Helenium pinnatifidum southeastern sneezeweed                     | WF | W |   |   |   |   | USF Herbarium | Institute for Regional Conservation |
| Helianthus angustifolius swamp sunflower; narrow-leaved sunflower | WF | W |   |   | B | L | USF Herbarium |                                     |
| Heliotropium curassavicum seaside heliotrope                      | WF | W |   | S | B |   | USF Herbarium |                                     |
| Heliotropium polyphyllum pineland heliotrope                      | WF | W | D | S | B |   | USF Herbarium | Institute for Regional Conservation |
| Hibiscus coccineus scarlet hibiscus                               | WF | W |   |   |   | L | USF Herbarium | Floridata.com                       |

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|---------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Hypericum<br>brachyphyllum<br>coastalplain St.<br>John's-wort | SH | W |   | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Hypericum<br>hypericoides St.<br>Andrew's-cross               | WF | W | D |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Hypericum<br>myrtifolium<br>myrtle-leaf St.<br>John's-wort    | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Hypericum<br>reductum<br>matted<br>sandweed                   | WF |   | D |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Hypericum<br>tetrapetalum<br>four-petal St.<br>Peter's-wort   | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Ilex ambigua<br>Carolina holly,<br>sand holly                 | TS |   | D |   |   | L | USF<br>Herbarium |                                           |
| Ilex cassine<br>dahoon holly                                  | TS | W | D |   | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Ilex glabra<br>inkberry,<br>gallberry                         | SH | W | D | S |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Ilex opaca<br>American holly                                  | TL |   | D |   |   | L | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Ilex vomitoria<br>yaupon holly                                | TS | W | D | S |   | L | USF<br>Herbarium | FDEP                                      |
| Ipomoea<br>cordatotriloba<br>tievine                          | VN | W |   |   |   |   | USF<br>Herbarium |                                           |
| Ipomoea<br>hederifolia<br>scarlet<br>morningglory             | VN |   | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Ipomoea<br>imperati beach<br>morningglory                     | VN |   | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |

|                                                                                                          |    |   |   |   |   |   |                  |                                           |
|----------------------------------------------------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Ipomoea<br>pescaprae<br>subsp.<br>brasiliensis<br>railroadvine,<br>lavender<br>goatfoot<br>morning-glory | GC |   | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Ipomoea<br>sagittata glades<br>morning-glory                                                             | VN | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Ipomopsis rubra<br>standing-cypress                                                                      | VN |   | D |   |   |   | USF<br>Herbarium |                                           |
| Iris hexagona<br>prairie iris                                                                            | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Itea virginica<br>Virginia-willow                                                                        | SH | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Iva frutescens<br>bigleaf marsh-<br>elder                                                                | WF | W | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Juncus effusus<br>soft rush                                                                              | GR | W |   | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Juniperus<br>virginiana<br>eastern red<br>cedar                                                          | TL |   | D | S |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Justicia angus<br>Everglades<br>water-willow,<br>pineland water-<br>willow                               | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Kosteletzkya<br>virginica<br>saltmarsh<br>mallow                                                         | SH | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Lachnanthes<br>caroliana<br>redroot                                                                      | WF | W | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Laguncularia<br>racemosa white<br>mangrove                                                               | TS | W |   | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |

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|--------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Liatris elegans<br>blazing-star                              | WF |   | D |   | B |   | USF<br>Herbarium |                                           |
| Liatris garberi<br>Garber's blazing-<br>star                 | WF | W | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Liatris gracilis<br>slender blazing-<br>star                 | WF | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Liatris<br>graminifolia<br>blazing-star                      | WF |   |   |   | B |   |                  |                                           |
| Liatris pauciflora<br>blazing-star                           | WF |   | D |   | B |   | USF<br>Herbarium |                                           |
| Liatris spicata<br>spiked blazing-<br>star                   | WF | W | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Liatris tenuifolia<br>blazing-star                           | WF |   | D |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Licania michauxii<br>gopher-apple                            | GC |   | D | S | B | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Lilium catesbaei<br>pine lily                                | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Liquidambar<br>styraciflua<br>sweetgum                       | TL | W | D |   |   |   | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Liriodendron<br>tulipifera tulip-<br>tree, yellow-<br>poplar | TL | W |   |   |   |   | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Lobelia<br>cardinalis<br>cardinal flower                     | WF | W |   |   | B | L | USF<br>Herbarium | Floridata.com                             |
| Lonicera<br>sempervirens<br>coral<br>honeysuckle             | VN |   | D |   | B | L | USF<br>Herbarium |                                           |
| Lupinus diffusus<br>sky blue lupine                          | WF |   | D | S | B |   | USF<br>Herbarium |                                           |
| Lycium<br>carolinianum<br>Christmasberry                     | SH | W | D | S |   |   | USF<br>Herbarium | Hernando<br>Chapter                       |

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|---------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Lyonia<br>ferruginea rusty<br>lyonia              | SH |   | D |   | B | L | USF<br>Herbarium |                                           |
| Lyonia lucida<br>fetterbush, shiny<br>lyonia      | SH | W | D | S |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Lythrum alatum<br>var. lanceolatum<br>loosestrife | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Magnolia<br>grandiflora<br>southern<br>magnolia   | TL |   | D |   |   | L | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Magnolia<br>virginiana<br>sweet-bay               | TL | W |   |   | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Melanthera<br>nivea snow<br>squarestem            | WF | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Mimosa<br>strigillosa<br>herbaceous<br>mimosa     | GC | W | D |   | B |   | USF<br>Herbarium |                                           |
| Mitchella repens<br>partridge berry               | GC | W | D |   |   | L | USF<br>Herbarium | Connecticut<br>Botanical<br>Society       |
| Monarda<br>punctata dotted<br>horsemint           | WF |   | D | S | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Morus rubra red<br>mulberry                       | TL | W |   |   |   | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Muhlenbergia<br>capillaris<br>hairgrass           | GR | W | D | S |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Myrica cerifera<br>wax myrtle                     | SH | W | D | S | B | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Nephrolepis<br>exaltata wild<br>Boston fern       | FN | W |   |   |   |   | USF<br>Herbarium | Floridata.com                             |
| Nuphar advena<br>cowlily,<br>spatterdock          | AQ | A |   |   |   |   | USF<br>Herbarium |                                           |
| Nymphaea<br>mexicana yellow<br>water-lily         | AQ | A |   |   |   |   | USF<br>Herbarium |                                           |

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|--------------------------------------------------------|----|---|---|---|---|---|---------------|-------------------------------------|
| Nymphaea odorata white water-lily                      | AQ | A |   |   |   |   | USF Herbarium | Floridata.com                       |
| Nymphoides aquatica floating hearts                    | AQ | A |   |   |   |   | USF Herbarium |                                     |
| Oplismenus hirtellus bristle basketgrass               | GR |   |   |   |   |   | USF Herbarium |                                     |
| Opuntia humifusa prickly-pear cactus                   | WF |   | D |   |   |   | USF Herbarium | Institute for Regional Conservation |
| Opuntia stricta erect prickly-pear cactus              | WF |   | D | S |   |   | USF Herbarium |                                     |
| Osmunda cinnamomea cinnamon fern                       | FN | W |   |   |   | L | USF Herbarium |                                     |
| Osmunda regalis var. spectabilis royal fern            | FN | W |   |   |   | L | USF Herbarium |                                     |
| Palafoxia feayi palafox                                | SH |   | D |   |   |   | USF Herbarium |                                     |
| palafoxia integrifolia many-wings                      | WF |   | D |   |   |   | USF Herbarium |                                     |
| Parthenocissus quinquefolia woodbine, Virginia creeper | VN | W | D |   |   |   | USF Herbarium | Institute for Regional Conservation |
| Paspalum vaginatum seashore paspalum                   | GR | W | D |   |   |   |               | UF - info                           |
| Passiflora incarnata passion vine                      | VN |   | D | S | B | L | USF Herbarium | Hernando Chapter                    |
| Passiflora suberosa corky passion-flower               | VN |   | D | S | B | L | USF Herbarium | Hernando Chapter                    |
| Peltandra virginica green arum                         | AQ | A |   |   |   |   | USF Herbarium |                                     |

|                                                       |    |   |   |   |   |   |                            |                              |
|-------------------------------------------------------|----|---|---|---|---|---|----------------------------|------------------------------|
| Penstemon multiflorus<br>mayflower beardtongue        | WF |   | D |   | B |   | USF Herbarium              |                              |
| Persea borbonia<br>red bay                            | TL | W | D | S | B | L | USF Herbarium              | US Forest Service fact sheet |
| Persea humilis<br>scrub bay                           | TS |   | D | S | B | L | USF Herbarium              |                              |
| Persea palustris<br>swamp bay                         | TS | W |   |   | B | L | USF Herbarium              |                              |
| Phoebanthus grandiflorus<br>phoebanthus               | WF |   | D |   | B |   | USF Herbarium              |                              |
| Photinia pyrifolia<br>red chokeberry                  | SH | W |   |   |   |   | USF Herbarium              |                              |
| Phyla nodiflora<br>frogfruit                          | GC | W | D | S | B |   | USF Herbarium              |                              |
| Piloblephis rigida<br>pennyroyal                      | WF |   | D |   | B |   | USF Herbarium              |                              |
| Pinus clausa<br>sand pine                             | TL |   | D | S |   | L | USF Herbarium              | Hernando Chapter             |
| Pinus elliottii<br>slash pine                         | TL | W | D | S |   | L | Biological Research Assoc. | Hernando Chapter             |
| Pinus palustris<br>longleaf pine                      | TL |   | D |   | B | L | USF Herbarium              | Hernando Chapter             |
| Pityopsis graminifolia<br>silk-grass                  | WF |   | D |   | B |   | USF Herbarium              |                              |
| Poinsettia cyathophora<br>painted-leaf                | WF |   | D |   |   |   | USF Herbarium              |                              |
| Pontederia cordata<br>pickerelweed                    | AQ | A |   |   | B | L | USF Herbarium              | Hernando Chapter             |
| Prunus caroliniana<br>cherry-laurel,<br>laurel cherry | TS |   | D |   | B | L | USF Herbarium              | US Forest Service fact sheet |
| Prunus serotina<br>black cherry                       | TL |   | D |   | B | L | USF Herbarium              | US Forest Service fact sheet |

|                                                                       |    |   |   |   |   |   |                  |                                           |
|-----------------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Prunus<br>umbellata hog<br>plum, flatwoods<br>plum                    | TS |   | D |   | B | L | USF<br>Herbarium |                                           |
| Psychotria<br>nervosa shiny-<br>leaf wild-coffee                      | SH | W | D | S | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Psychotria<br>sulzeri dull-leaf<br>wild-coffee                        | SH | W |   |   |   | L | USF<br>Herbarium |                                           |
| Ptelea trifoliata<br>water-shed,<br>wafer-ash                         | TS |   | D |   |   |   | USF<br>Herbarium | US Forest<br>Service fact<br>sheet        |
| Pteridium<br>aquilinum<br>bracken fern                                | FN |   | D | S |   |   | USF<br>Herbarium |                                           |
| Quercus<br>champanii<br>Chapman's oak                                 | TS |   | D | S |   | L | USF<br>Herbarium |                                           |
| Quercus<br>geminata sand<br>live oak                                  | TS |   | D | S |   | L | USF<br>Herbarium | NC State<br>University                    |
| Quercus incana<br>bluejack oak                                        | TL |   | D |   |   | L | USF<br>Herbarium |                                           |
| Quercus laevis<br>turkey oak                                          | TL |   | D |   |   | L | USF<br>Herbarium |                                           |
| Quercus<br>laurifolia laurel<br>oak                                   | TL | W | S | A |   | L | USF<br>Herbarium | UF Extention<br>Service (EDIS)            |
| Quercus<br>michauxii basket<br>oak, swamp<br>chestnut oak,<br>cow oak | TL | S |   |   |   | L | USF<br>Herbarium | Floridata.com                             |
| Quercus<br>myrtifolia myrtle<br>oak                                   | TS |   | D |   |   | L | USF<br>Herbarium |                                           |
| Quercus<br>virginiana live<br>oak                                     | TL | S | D | S | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Rapanea<br>punctata<br>myrsine                                        | SH | S | D | S |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |



|                                                        |    |   |   |   |   |   |                  |                                           |
|--------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Rhapidophyllum<br>hystrix needle<br>palm               | SH | S |   |   |   | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Rhexia cubensis<br>meadow-beauty                       | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Rhexia mariana<br>pale meadow-<br>beauty               | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Rhizophora<br>mangle red<br>mangrove                   | TS | W |   | S |   |   | USF<br>Herbarium |                                           |
| Rhus copallinum<br>winged sumac                        | SH |   | D |   |   |   | USF<br>Herbarium | US Forest<br>service act<br>sheet         |
| Rhynchospora<br>colorata fineleaf<br>whitetop sedge    | WF | W |   |   |   |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Rivina humilis<br>rouge plant                          | SH |   | D | S | B | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Rudbeckia hirta<br>blackeyed-susan                     | WF |   |   |   |   | L | USF<br>Herbarium |                                           |
| Ruellia<br>caroliniensis<br>Carolina<br>wildpetunia    | WF | W | D |   | B |   | USF<br>Herbarium |                                           |
| Sabal minor<br>dwarf palmetto                          | SH | W |   | S |   | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Sabal palmetto<br>cabbage palm                         | TL | W | D |   |   | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Sabatia<br>bartramii<br>Bartram's<br>marsh-pink        | WF | W |   | S |   |   | USF<br>Herbarium |                                           |
| Sagittaria<br>lancifolia lance-<br>leaved<br>arrowhead | AQ | A |   |   |   | L | USF<br>Herbarium |                                           |
| Sagittaria<br>latifolia wapato,<br>common<br>arrowhead | AQ | A |   |   |   | L | USF<br>Herbarium | Connecticut<br>Botanical<br>Society       |
| Salvia coccinea<br>scarlet sage,<br>tropical sage      | WF |   | D | S | B |   | USF<br>Herbarium | Floridata.com                             |

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|                                                              |    |   |   |   |   |   |                  |                                           |
|--------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Salvia lyrata<br>lyre-leaved sage                            | WF | W | D |   | B |   | USF<br>Herbarium | Floridata.com                             |
| Sambucus nigra<br>var. canadensis<br>elderberry              | SH | W |   |   |   | L | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Sapindus<br>saponaria<br>wingleaf<br>soapberry               | SH |   | D | S |   |   | USF<br>Herbarium |                                           |
| Saururus<br>cernuus lizard's-<br>tail                        | AQ | W |   |   |   |   | USF<br>Herbarium |                                           |
| Scirpus<br>cyperinus<br>woolgrass                            | GR | W |   |   |   | L | USF<br>Herbarium |                                           |
| Scutellaria<br>integrifolia<br>rough skullcap                | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Senna ligustrina<br>privet senna                             | SH | W | D |   | B |   | USF<br>Herbarium |                                           |
| Serenoa repens<br>saw palmetto                               | SH | W | D | S | B | L | USF<br>Herbarium | Hernando<br>Chapter                       |
| Sesuvium<br>portulacastrum<br>sea-purslane                   | GC | W |   | S |   |   | USF<br>Herbarium |                                           |
| Sideroxylon<br>reclinatum<br>smooth<br>buckthorn             | TS | W | D | S |   | L | USF<br>Herbarium | Palmetto<br>Article - C.<br>Hugel         |
| Sideroxylon<br>tenax buckthorn                               | TS |   | D | S |   | L | USF<br>Herbarium | Palmetto<br>Article - C.<br>Hugel         |
| Silphium<br>asterisus starry<br>rosinweed                    | WF |   | D |   |   |   | USF<br>Herbarium |                                           |
| Silphium<br>compositum<br>kidneyleaf<br>rosinweed            | WF |   | D |   |   |   | USF<br>Herbarium |                                           |
| Sisyrinchium<br>angustifolium<br>pointed blue-<br>eyed-grass | GC | W | D | S | B |   | USF<br>Herbarium |                                           |

|                                                             |    |   |   |   |   |   |                  |                                           |
|-------------------------------------------------------------|----|---|---|---|---|---|------------------|-------------------------------------------|
| Solidago<br>fistulosa hollow<br>goldenrod                   | WF | W |   | S | B |   | USF<br>Herbarium |                                           |
| Solidago odora<br>var. chapmanii<br>sweet goldenrod         | WF | W |   |   | B |   | USF<br>Herbarium |                                           |
| Solidago<br>sempervirens<br>seaside<br>goldenrod            | WF | W | D | S | B |   | USF<br>Herbarium |                                           |
| Sophora<br>tomentosa var.<br>truncata yellow<br>necklacepod | SH | W | D | S | B | L | USF<br>Herbarium |                                           |
| Sorghastrum<br>secundum<br>lopsided<br>Indiangrass          | GR | W | D | S |   |   | USF<br>Herbarium |                                           |
| Spartina<br>alterniflora<br>saltmarsh<br>cordgrass          | GR | W | D | S |   | L | USF<br>Herbarium |                                           |
| Spartina bakeri<br>sand cordgrass                           | GR | W |   | S |   | L | USF<br>Herbarium |                                           |
| Spartina patens<br>marshhay<br>cordgrass                    | GR | W |   | S |   | L |                  |                                           |
| Sporobolus<br>junceus<br>pineywoods<br>dropseed             | GR |   | D |   |   |   |                  |                                           |
| Symphyotrichum<br>adnatum<br>scaleleaf aster                | WF |   |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Symphyotrichum<br>carolinianum<br>climbing aster            | VN | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |
| Symphyotrichum<br>dumosum bush<br>aster                     | WF | W |   |   |   |   | USF<br>Herbarium |                                           |
| Symphyotrichum<br>elliottii Elliott's<br>aster              | WF | W |   |   | B |   | USF<br>Herbarium | Institute for<br>Regional<br>Conservation |

|                                                                           |    |   |   |   |   |   |                                  |                                           |
|---------------------------------------------------------------------------|----|---|---|---|---|---|----------------------------------|-------------------------------------------|
| Taxodium<br>ascendens pond<br>cypress                                     | TL | W | D | S |   | L | Biological<br>Research<br>Assoc. | US Forest<br>Service fact<br>sheet        |
| Taxodium<br>distichum bald<br>cypress                                     | TL | W | D |   |   | L | USF<br>Herbarium                 | US Forest<br>Service fact<br>sheet        |
| Teucrium<br>canadense<br>wood-sage                                        | WF | W |   | S |   |   | USF<br>Herbarium                 |                                           |
| Thalia geniculata<br>alligator flag                                       | AQ | A |   |   |   | L | USF<br>Herbarium                 |                                           |
| Thelypteris<br>kunthii<br>widespread<br>maiden fern                       | FN | W |   |   |   | L | USF<br>Herbarium                 | Institute for<br>Regional<br>Conservation |
| Tilia americana<br>var. caroliniana<br>American<br>basswood               | TL | W |   |   | B |   | USF<br>Herbarium                 | US Forest<br>Service fact<br>sheet        |
| Tradescantia<br>ohiensis Ohio<br>spiderwort                               | WF | W | D |   |   |   | USF<br>Herbarium                 |                                           |
| Triadenum<br>virginicum<br>marsh St. John's-<br>wort                      | WF | W |   |   |   |   | USF<br>Herbarium                 |                                           |
| Trichostema<br>dichotomum<br>forked bluecurls                             | WF |   | D |   | B |   | USF<br>Herbarium                 | Institute for<br>Regional<br>Conservation |
| Tripsacum<br>dactyloides<br>eastern<br>gamagrass,<br>Fakahatchee<br>grass | GR | W |   | S |   | L | USF<br>Herbarium                 | Hernando<br>Chapter                       |
| Ulmus alata<br>winged elm                                                 | TL | W | D |   | B | L | Biological<br>Research<br>Assoc. | US Forest<br>Service fact<br>sheet        |
| Ulmus<br>americana<br>American elm                                        | TL | W | D |   | B |   | USF<br>Herbarium                 | US Forest<br>Service fact<br>sheet        |
| Uniola<br>paniculata sea<br>oats                                          | GR |   | D | S |   |   | USF<br>Herbarium                 |                                           |

|                                                     |    |   |   |   |   |   |                  |                     |
|-----------------------------------------------------|----|---|---|---|---|---|------------------|---------------------|
| Vaccinium<br>arboreum<br>sparkleberry               | TS |   | D | S | B | L | USF<br>Herbarium |                     |
| Vaccinium<br>corymbosum<br>highbush<br>blueberry    | SH | W |   |   |   | L | USF<br>Herbarium | Hernando<br>Chapter |
| Vaccinium<br>darrowii<br>Darrow's<br>blueberry      | SH | W | D |   |   | L | USF<br>Herbarium |                     |
| Vaccinium<br>myrsinites shiny<br>blueberry          | SH |   | D |   | B | L | USF<br>Herbarium |                     |
| Vaccinium<br>stamineum<br>deerberry                 | SH |   |   |   |   | L | USF<br>Herbarium |                     |
| Verbena<br>tampensis<br>Tampa vervain               | WF |   | D |   | B |   | USF<br>Herbarium |                     |
| Verbesina<br>virginica<br>frostweed                 | WF | W | D | S | B |   | USF<br>Herbarium |                     |
| Vernonia<br>angustifolia<br>narrow-leaf<br>ironweed | WF |   | D |   | B |   | USF<br>Herbarium |                     |
| Vernonia<br>gigantea tall<br>ironweed               | WF | W |   |   | B |   | USF<br>Herbarium |                     |
| Viburnum<br>nudum possum<br>haw                     | SH | W |   |   |   |   | USF<br>Herbarium | Florida DEP         |
| Viburnum<br>obovatum small<br>viburnum              | SH | W | D |   | B | L | USF<br>Herbarium | Florida DEP         |
| Viburnum<br>rufidulum<br>southern black<br>haw      | SH |   |   |   |   |   | USF<br>Herbarium | Florida DEP         |
| Viola lanceolata<br>long-leaf violet                | WF | W |   |   |   |   | USF<br>Herbarium |                     |
| Viola sororia<br>violet                             | WF | W |   |   |   |   | USF<br>Herbarium |                     |

|                                                        |    |   |   |   |   |   |                            |                                     |
|--------------------------------------------------------|----|---|---|---|---|---|----------------------------|-------------------------------------|
| Woodwardia areolata netted chain fern                  | FN | W |   |   |   | L | USF Herbarium              |                                     |
| Woodwardia virginica chain fern                        | FN | W |   |   |   |   | USF Herbarium              |                                     |
| Ximenia americana tallowwood                           | SH |   | D | S |   | L | USF Herbarium              | Hernando Chapter                    |
| Yucca filamentosa Adam's needle                        | WF |   | D | S | B |   | USF Herbarium              |                                     |
| Zamia pumila arrowroot, coontie                        | GC |   | D | S | B |   | Biological Research Assoc. |                                     |
| Zanthoxylum clava-herculis Hercules-club               | TS | W | D | S | B | L | USF Herbarium              |                                     |
| Zanthoxylum fagara wild lime                           | TS |   | D | S | B |   | USF Herbarium              | Institute for Regional Conservation |
| Zephyranthes atamasca var. treatiae Treat's zephyrlily |    | W |   |   |   |   | USF Herbarium              |                                     |
| Zephyranthes simpsonii Simpson's zephyrlily            | WF | W | D |   |   |   | USF Herbarium              |                                     |

(Ord. 922-05, passed 6-13-2005)

**Appendix C. Florida Exotic Pest Plant Council's List of Invasive Species for Central Florida**  
(Prohibited Plants for Landscape Plan)

| Scientific Name                  | Common Name       | EPPC Cat. | Gov. List | Reg. Dist. |
|----------------------------------|-------------------|-----------|-----------|------------|
| Abrus precatorius                | rosary pea        | I         |           | C, S       |
| Albizia julibrissin              | mimosa, silk tree | I         |           | N, C       |
| Albizia lebeck                   | woman's tongue    | I         |           | C, S       |
| Ardisia crenata (= A. crenulata) | coral ardisia     | I         |           | N, C       |
| Asparagus densiflorus            | asparagus-fern    | I         |           | C, S       |
| Bauhinia variegata               | orchid tree       | I         |           | C, S       |
| Bischofia javanica               | bischofia         | I         |           | C, S       |

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|                                                                          |                                 |   |         |         |
|--------------------------------------------------------------------------|---------------------------------|---|---------|---------|
| <i>Casuarina equisetifolia</i>                                           | Australian pine                 | I | P       | N, C, S |
| <i>Casuarina glauca</i>                                                  | suckering Australian pine       | I | P       | C, S    |
| <i>Cinnamomum camphora</i>                                               | camphor-tree                    | I |         | N, C, S |
| <i>Colocasia esculenta</i>                                               | wild taro                       | I |         | N, C, S |
| <i>Cupaniopsis anacardioides</i>                                         | carrotwood                      | I | N       | C, S    |
| <i>Dioscorea alata</i>                                                   | winged yam                      | I | N       | N, C, S |
| <i>Dioscorea bulbifera</i>                                               | air-potato                      | I | N       | N, C, S |
| <i>Eichhornia crassipes</i>                                              | water-hyacinth                  | I | P       | N, C, S |
| <i>Eugenia uniflora</i>                                                  | Surinam cherry                  | I |         | C, S    |
| <i>Ficus microcarpa</i> (F. nitida and F. retusa var. nitida misapplied) | laurel fig                      | I |         | C, S    |
| <i>Hydrilla verticillata</i>                                             | hydrilla                        | I | P, U    | N, C, S |
| <i>Hygrophila polysperma</i>                                             | green hygro                     | I | P, U    | N, C, S |
| <i>Hymenachne amplexicaulis</i>                                          | West Indian marsh grass         | I |         | C, S    |
| <i>Imperata cylindrica</i> (I. brasiliensis misapplied)                  | cogon grass                     | I | N, U    | N, C, S |
| <i>Ipomoea aquatica</i>                                                  | waterspinach                    | I | P, U    | C       |
| <i>Jasminum dichotomum</i>                                               | Gold Coast jasmine              | I |         | C, S    |
| <i>Jasminum fluminense</i>                                               | Brazilian jasmine               | I |         | C, S    |
| <i>Lantana camara</i>                                                    | lantana, shrub<br>verbena       | I |         | N, C, S |
| <i>Ligustrum lucidum</i>                                                 | glossy privet                   | I |         | N, C    |
| <i>Ligustrum sinense</i>                                                 | Chinese privet, hedge<br>privet | I |         | N, C, S |
| <i>Lonicera japonica</i>                                                 | Japanese honeysuckle            | I |         | N, C, S |
| <i>Lygodium japonicum</i>                                                | Japanese climbing fern          | I | N       | N, C, S |
| <i>Lygodium microphyllum</i>                                             | Old World climbing fern         | I | N       | C, S    |
| <i>Macfadyena unguis-cati</i>                                            | cat's claw vine                 | I |         | N, C, S |
| <i>Melaleuca quinquenervia</i>                                           | melaleuca, paper bark           | I | P, N, U | C, S    |
| <i>Melia azedarach</i>                                                   | Chinaberry                      | I |         | N, C, S |
| <i>Mimosa pigra</i>                                                      | catclaw mimosa                  | I | P, N, U | C, S    |
| <i>Nephrolepis cordifolia</i>                                            | sword fern                      | I |         | N, C, S |
| <i>Nephrolepis multiflora</i>                                            | Asian sword fern                | I |         | C, S    |
| <i>Paederia foetida</i>                                                  | skunk vine                      | I | N       | N, C, S |
| <i>Panicum repens</i>                                                    | torpedo grass                   | I |         | N, C, S |
| <i>Pennisetum purpureum</i>                                              | Napier grass                    | I |         | C, S    |
| <i>Pistia stratiotes</i>                                                 | waterlettuce                    | I | P       | N, C, S |

|                                                                  |                                                          |   |      |         |
|------------------------------------------------------------------|----------------------------------------------------------|---|------|---------|
| Psidium cattleianum (=P. littorale)                              | strawberry guava                                         | I |      | C, S    |
| Psidium guajava                                                  | guava                                                    | I |      | C, S    |
| Pueraria montana (=P. lobata)                                    | kudzu                                                    | I | N, U | N, C, S |
| Rhodomyrtus tomentosa                                            | downy rose-myrtle                                        | I | N    | C, S    |
| Ruellia brittoniana (may also be referred to R. tweediana)       | Mexican petunia                                          | I |      | N, C, S |
| Sapium sebiferum                                                 | popcorn tree,<br>Chinese tallow tree                     | I | N    | N, C, S |
| Scaevola sericea (=Scaevola taccada var. sericea, S. frutescens) | scaevola, half-flower,<br>beach naupaka                  | I |      | C, S    |
| Schefflera actinophylla (=Brassaia actinophylla)                 | schefflera,<br>Queensland umbrella tree                  | I |      | C, S    |
| Schinus terebinthifolius                                         | Brazilian pepper                                         | I | P, N | N, C, S |
| Senna pendula (=Cassia coluteoides)                              | climbing cassia,<br>Christmas cassia,<br>Christmas senna | I |      | C, S    |
| Solanum tampicense (=S. houstonii)                               | wetland night shade,<br>aquatic soda apple               | I | N, U | C, S    |
| Solanum viarum                                                   | tropical soda apple                                      | I | N, U | N, C, S |
| Syngonium podophyllum                                            | arrowhead vine                                           | I |      | C, S    |
| Syzygium cumini                                                  | jambolan, Java plum                                      | I |      | C, S    |
| Thespesia populnea                                               | seaside mahoe                                            | I |      | C, S    |
| Tradescantia fluminensis                                         | white-flowered<br>wandering jew                          | I |      | N, C    |
| Urochloa mutica (= Brachiaria mutica)                            | Pará grass                                               | I |      | C, S    |

(Ord. 922-05, passed 6-13-2005)

#### Appendix D. Recommended Trees for Power Line Planting

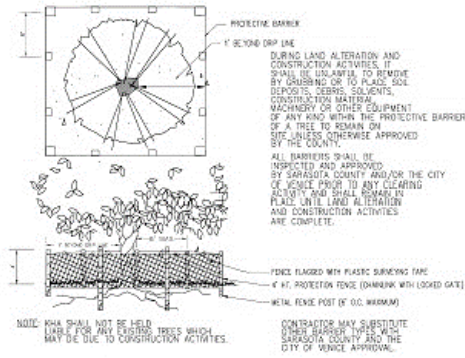
Crepe Myrtle (Lagerstroemia indica)  
 Bottlebrush (Callistemon spp.)  
 Jerusalem Thorn (Parkinsonia aculeata)  
 Wax Myrtle (Myrica cerifera)  
 Chickasaw Plum (Prunus angustifolia)  
 Redbud (Cercis canadensis)  
 Yaupon Holly (Ilex vomitoria)  
 (Ord. 922-05, passed 6-13-2005)

#### Appendix E: Tree Protection Detail

(Supp. No. 2, Update 1)

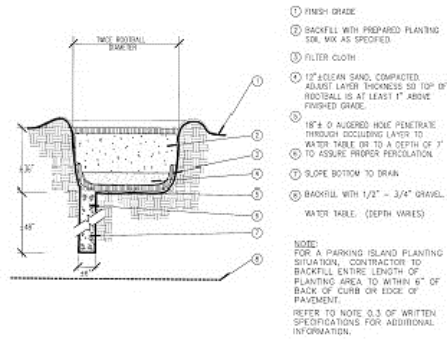
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(Ord. 922-05, passed 6-13-2005)

## Appendix F: Poor Drainage Condition Detail



(Ord. 922-05, passed 6-13-2005)

# City of Safety Harbor Grand Tree Ordinance

## Where can I find the city's tree ordinance?

The regulations pertaining to Protected Trees is in [Section 153](#) of the city Land Development Code. The regulations pertaining to Grand Trees are in Section 153.12 of the Land Development Code.

## What is a Grand Tree?

To be considered for Grand Tree status, a tree must have a minimum DBH (diameter at breast height) of 26-inches, a condition rating of at least 3.5, and meet the point requirements for the species. The following table details the point requirement each species of tree must meet to be considered a Grand Tree.

**Table 1.0**  
(Per Section 153.13 of Land Development Code)

| SPECIES                                                          | MINIMUM TOTAL POINTS TO QUALIFY FOR GRAND TREE STATUS |
|------------------------------------------------------------------|-------------------------------------------------------|
| Live Oak ( <i>Quercus virginiana</i> )                           | 145                                                   |
| Sand Live Oak ( <i>Quercus geminata</i> )                        | 145                                                   |
| Southern Magnolia ( <i>Magnolia grandiflora</i> )                | 120                                                   |
| Sweetbay ( <i>Magnolia virginiana</i> )                          | 120                                                   |
| Bald Cypress ( <i>Taxodium distichum</i> )                       | 115                                                   |
| Pignut Hickory ( <i>Carya glabra</i> )                           | 130                                                   |
| Southern Red Cedar ( <i>Juniperus silicicola</i> )               | 115                                                   |
| American Elm ( <i>Ulmus americana</i> )                          | 130                                                   |
| Longleaf Pine ( <i>Pinus palustris</i> )                         | 115                                                   |
| Slash Pine ( <i>Pinus elliotii</i> ) (including variety 'densa') | 115                                                   |

## How are Grand Tree points calculated?

Grand Tree points are obtained by adding the DBH, crown height, average crown spread, and the condition rating. If the potential Grand Tree meets the minimum points required for the species, the tree has reached Grand Tree status. The [Grand Tree Qualifying](#) form is used to determine if a tree meets Grand Tree status. This form, or a [No Grand Tree Removal](#) form are required for all building permits.

## Can a Grand Tree be removed?

A [Tree Removal Permit](#) is required to remove a Protected Tree or Grand Tree in the City of Safety Harbor. To be removed, a Grand Tree must:

- Pose a safety hazard to pedestrians, buildings, vehicle traffic, or are within the visibility triangle OR
- Threaten to cause disruption of public services or utility services OR

- Be removed in order to construct improvements that are proposed as a result of:
  - Need for access immediately around the proposed structure for construction equipment OR
  - Need for access to the building site for construction equipment OR
  - Essential grade changes; surface water drainage and utility installations OR
  - Location of the primary building pad, primary foundation line, swimming pool, patio pad, or that portion of the driveway within the path of the garage or carport entrance, and these structures cannot be relocated OR
- Staff finds it to be in the best interest of the general public's health, safety, and welfare that the tree be removed.
- The application fee for a grand tree removal permit is \$25 for a residential parcel and \$100.00 for all other parcels.

### What if the Grand Tree is hazardous?

Hazardous trees, regardless of their trunk diameter cannot attain Grand Tree status as they would not meet the condition rating requirement. Only trees with a condition rating of 3.5 or higher can attain Grand Tree status.

### Is a permit required to prune a Grand Tree?

No permit is required to prune a Grand Tree; however, a [Grand Tree Pruning Affidavit](#) is required to prune any limb on a Grand Tree that is 6-inches or more in diameter (measured at the base of the limb). The Grand Tree Pruning Affidavit must be completed by an Arborist certified by the International Society of Arboriculture. Homeowners can prune limbs less than 6-inches in diameter without submitting a pruning affidavit.

### What are the replacement requirements for Grand Trees?

When a grand tree is approved for removal, the tree shall be replaced with new tree plantings. Where a suitable location for replanting on the property is not available, a fee in lieu should be paid as specified in code section 153.07(D)(1) plus a flat fee payment into the city tree bank. The flat fee is \$1500 for homesteaded properties and \$3000 for all other properties.. Mitigation can be a combination of planting replacement trees and payment of the inch per inch removal fee. The table below shows the number of replants required for Grand Tree removals.

| GRAND TREE REPLACEMENT RATIO<br>TABLE |                   |
|---------------------------------------|-------------------|
| TRUNK DIAMETER<br>(DBH)               | REPLACEMENT RATIO |
| 26"-40"                               | 3:1               |
| 41"-50"                               | 4:1               |
| 51" OR GREATER                        | 5:1               |

(5) Where the applicant's property is within the subdivision or industrial park which meets the following criteria:

- (a) At least 80% of the lots or the properties in the subdivision or industrial park are built on; and
- (b) At least 80% of the lots or the properties in the subdivision or industrial park that are built on or have no sidewalks; and
- (c) The construction of sidewalks in the subdivision or industrial park is not included in the City's five-year capital improvements program; and
- (d) The boundaries of in a subdivision or industrial park for purposes of this section shall be determined by the approved site plan or plat for the subdivision or industrial park.

(6) The property is served by an alternative pedestrian system.

(C) All requests for the waiver of sidewalk construction shall include written public notice in accordance with the requirements of [Section 225.00](#) of this Code.

(D) Sidewalk waivers are subject to a fee-in-lieu. The fee-in-lieu shall be calculated by multiplying the linear feet of the street frontage where a sidewalk waiver was approved by \$50.00, excluding the width of the driveway. Sidewalk fee-in-lieu payments are due within five (5) business days of City Commission approval of the sidewalk waiver. Fees collected in lieu of a sidewalk shall be placed in a fund established as the "City Sidewalk Bank" and shall be used for new sidewalk construction within the City.

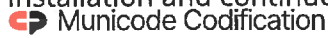
(Ord. No. 2012-09, § 6, 5-21-2012; Ord. No. 2019-20, § 4, 1-21-2020 ; Ord. No. 2021-02, § 4, 6-21-2021 )

## 153.00 - Tree protection and preservation.

modified

- (A) The purpose of this [Section 153.00](#) et seq. together with [Section 154.00](#) et seq. is to establish regulations in the City that will have the effect of protecting, promoting and maintaining a healthy, diverse and mature canopy of native and naturalized hardwood and evergreen tree species. Trees preserve the ecological balance of the environment, control erosion, sedimentation and stormwater runoff, provide shade, reduce heat and glare, reduce flooding, enhance property values and aesthetics, abate noise pollution, and buffer incompatible land uses.
- (B) The intent of this [Section 153.00](#) et seq. and [Section 154.00](#) et seq. is to protect the general health, safety, and welfare of the citizens of Safety Harbor by establishing minimum standards for the protection and preservation of trees, ensure the adequacy of tree numbers, preserve

the canopy, encourage the planting of new trees, the protection of natural plant communities, and the installation and continued maintenance of landscaping within the City in order to:



- (1) Improve the aesthetic appearance of commercial, governmental, industrial, and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment;
  - (2) Improve environmental quality by recognizing the numerous beneficial effects of tree protection and preservation, and landscaping upon the environment, including:
    - (a) Improving air and water quality through such natural processes as photosynthesis and mineral uptake;
    - (b) Maintaining permeable land areas essential to surface water management and aquifer recharge, including reduction in stormwater runoff;
    - (c) Reducing and reversing air, noise, heat and chemical pollution, including the removal of atmospheric carbon dioxide, through the biological filtering capacities of trees and other vegetation;
    - (d) Promoting energy conservation through the creation of shade, thereby reducing heat gain in or on buildings or paved areas;
    - (e) Reducing the temperature of the microclimate through the process of evapotranspiration; and
    - (f) Encouraging the conservation of water through the use of site specific plants, various planting and maintenance techniques, and efficient watering systems.
  - (3) Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development;
  - (4) Establish procedures and standards for the administration and enforcement of these sections;
  - (5) Promote the creative site development concepts in order to promote water and energy conservation;
  - (6) Preserve existing natural trees and vegetation and incorporate native plants, plant communities and ecosystems into landscape design where possible; and
  - (7) Promote landscaping methods that provide for the preservation of existing plant communities, re-establishment of native plant communities, use of site specific plant materials, use of pervious paving materials and other xeriscape concepts in order to promote water conservation.
- (C) It shall be unlawful to cut down, damage, poison, or in any other manner, destroy or cause to be destroyed any trees, except in accordance with the provisions of Sections [153.00](#) et seq.

## Safety Harbor, FL

~~Ord. No. 2015-03, adopted March 16, 2015, repealed Section 153.00, which consisted of sections 153.00—153.11, in its entirety to read as herein set out. Former Section 153.00 pertained to similar subject matter and derived from the original Land Development Document codified herein.~~

### 153.01 Definitions.

For the purpose of this [Section 153.00](#) et seq. and [Section 154.00](#) et seq. the following definitions shall apply:

- (A) *Approved Arborist* means a trained professional knowledgeable and equipped to provide proper tree care, including pruning, planning and other functions to maintain tree health, who is certified by the International Society of Arboriculture (ISA) or the American Society of Consulting Arborists (ASCA).
- (B) *City Staff* means the Community Development Director or his or her designee.
- (C) *City Tree Bank* means funds accrued from fines and mitigation payments made to the City under the terms of Sections 153.05 and 153.07.
- (D) *Clear Trunk* is the measurement from the ground to the area where the live fronds emerge from the trunk of a palm tree.
- (E) *Critical Root Zone* is the area under the tree that the trees crown extends to, the edge of the trees dripline.
- (F) *Crown* means the main mass of branching or foliage of a tree.
- (G) *Dead Tree* means a tree with no foliage.
- (H) *Development Permit* means any building permit or site plan approval authorizing the construction of any new parking space, the expansion of the gross floor area of a building, the alteration or enlargement of a building envelope, or the alteration of a site configuration through site redesign (right-of-way clearing, easement clearing, mining, borrow pit or lake construction, etc.) or other changes (including grubbing).
- (I) *Diameter Breast Height ("DBH")* means the diameter, in inches, of a tree measured at 4.5 feet above the existing grade. If the tree forks between four and one-half and two feet above ground level, DBH is measured below the swell resulting from the fork. Trunks that fork below two feet shall be considered multi-trunk trees. DBH for multi-trunk trees shall be determined by measuring each trunk immediately above the fork and adding the total diameters of the four largest trunks.
- (J) *Drip Line* means the perpendicular line that extends downward from the outermost tips of the tree branches to the ground.

(K)



- (L) *Excessive Pruning* means the pruning or removal of more than twenty-five percent (25%) of the live crown (live branches) of a tree in any one year.
- (M) *Grubbing* means the excavation or removal of any type of rooted vegetation from land by digging, raking, dragging or otherwise disturbing the roots of such vegetation and the soil in which such roots are located.
- (N) *Hazardous Tree* means a tree with uncorrectable defects in the overall health or structure of the tree severe enough to pose present danger to people or buildings under normal conditions as determined by an Approved Arborist.
- (O) *Multi-Trunk Tree* means any self-supporting woody plant reaching a minimum height of 15 feet having two or more distinct trunks originating below breast height (4½ feet above grade) and growing from a single root mass.
- (P) *New parking lot*: The construction or addition of three (3) or more parking stalls for uses other than single family or duplex dwellings.
- (Q) *No Tree Verification* means a signed notarized statement by a property owner, or his agent, stating that no trees exist upon the property.
- (R) *No Tree Removal Verification* means a signed notarized statement by the property owner, or his agent, upon application for a Development Permit certifying that although protected trees exist on the property for which Development Permit is sought, removal of the protected trees is not required for construction purposes.
- (S) *Plant Community* means a natural association of plants that are dominated by one or more prominent species, or a characteristic physical attribute.
- (T) *Protective Barrier* means a physical structure limiting access to a protected area, composed of suitable materials which assures compliance with the intent of [Section 153.00](#) et seq. of this Code and meets the requirements of the City tree barricade detail.
- (U) *Protected Tree* means any living native shade tree set forth on the table below having a DBH of 4 inches or greater or Sabal Palm/Cabbage Palm (Sabal Palmetto), or Paurotis Palm with a clear trunk of five (5) feet or more. Protected Tree does not include any tree that is specifically excluded from protection herein or is a Dead Tree.

Table: Protected Tree

Table Legend:

Species: Includes the plant's botanical name followed by the common name.

**Use:** Describes whether a tree is a shade tree (ST) or an accent (A) tree. A shrub shall be considered a large shrub (LS) if it has a mature height of five (5) feet or greater. A shrub shall be considered a small screening shrub (S) if it has a mature height of less than five (5) feet.

**Soil:** Xeric (X) is characterized by soils with coarse texture such as sandy soils and soils with good drainage. Xeric soils are typically infertile. Mesic (M) soils are medium textured loamy soils with a mixture of sand, silt and clay particles. They have average fertility and drainage. Hydric (H) soils are dominated by fine-textured clay particles, have poor drainage (retain water) and high fertility. It is important to match the tree to its soil type.

**Drought:** Drought refers to a tree's ability to survive drought periods. A tree with a high drought tolerance can survive extended drought periods. However, even the most drought tolerant plants should receive irrigation in urban areas.

**pH:** Soil pH is a measure of a soil's acidity (AC) or alkalinity (AL). The pH scale ranges from 0—14 with 7.0 being neutral and measurements below 7.0 acidic soil and above 7.0 alkaline. Most trees prefer acidic soils but some grow well in soils that are slightly alkaline (SA).

**Light:** Light describes a tree's light needs. Some trees prefer full sun and will only flower in full sun (SUN) while other trees either need partial shade (PS) or full shade (SH).

**Salt:** Salt refers to a tree's ability to withstand aerosol salt spray. Some trees grow in areas of direct salt spray while other trees can only tolerate minimal salt in the air.

 EXPAND

| Scientific Name                  | Common Name    | Native | Use | Soil | Drought | pH    | Light  | Salt |
|----------------------------------|----------------|--------|-----|------|---------|-------|--------|------|
| <i>Acer rubrum and cultivars</i> | Red Maple      | Yes    | ST  | M-H  | MOD     | AC    | SUN/PS | LOW  |
| <i>Acer saccharinum</i>          | Silver Maple   | Yes    | ST  | M-H  | MOD     | AC    | SUN/PS | LOW  |
| <i>Acoelorrhaphes wrightii</i>   | Paurotis Palm  | Yes    | A   | M-H  | MOD     | AC    | SUN    | MOD  |
| <i>Carya glabra</i>              | Pignut Hickory | Yes    | ST  | X-M  | HIGH    | AC-SA | SUN/PS | MOD  |



| Safety Harbor, FL<br>Municipality Name                                                                                                  | Common Name                            | Native | Use  | Soil | Drought | pH    | Light     | Salt |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------|------|------|---------|-------|-----------|------|
|  Municipicode Codification<br><i>Carya illinoensis</i> | Pecan                                  | Yes    | ST   | X-M  | HIGH    | AC-AL | SUN/PS    | LOW  |
| <i>Celtis laevigata</i>                                                                                                                 | Sugarberry                             | Yes    | ST   | M-H  | HIGH    | AC-AL | SUN/PS    | HIGH |
| <i>Diospyros virginiana</i>                                                                                                             | Persimmon,<br>Common Persimmon         | Yes    | ST   | M    | HIGH    | AC-AL | SUN       | HIGH |
| <i>Ilex x attenuata</i>                                                                                                                 | Eagleston Holly                        | Yes    | ST   | M-H  | MOD     | AC-SA | SUN/PS/SH | MOD  |
| <i>Ilex opaca</i>                                                                                                                       | American Holly                         | Yes    | ST   | M    | HIGH    | AC-SA | SUN/PS/SH | HIGH |
| <i>Juniperus silicicola</i><br>or <i>virginiana</i><br>Cultivars                                                                        | Southern Redcedar,<br>Eastern Redcedar | Yes    | ST-A | X-M  | HIGH    | AC-AL | SUN/PS    | HIGH |
| <i>Liquidambar styraciflua</i>                                                                                                          | Sweetgum                               | Yes    | ST   | M-H  | MOD     | AC-SA | SUN/PS    | MOD  |
| <i>Magnolia grandiflora</i><br>Cultivars                                                                                                | Southern Magnolia,<br>Magnolia         | Yes    | ST-A | X-M  | MOD     | AC-SA | SUN/PS    | HIGH |
| <i>Magnolia virginiana</i>                                                                                                              | Sweetbay,<br>Swamp Magnolia            | Yes    | ST   | H    | LOW     | AC    | SUN/PS    | LOW  |
| <i>Nyssa sylvatica</i>                                                                                                                  | Blackgum, Black Tupelo                 | Yes    | ST   | M-H  | HIGH    | AC    | SUN/PS    | MOD  |
| <i>Pinus elliottii</i>                                                                                                                  | Slash Pine                             | Yes    | ST   | X-M  | HIGH    | AC-SA | SUN/PS    | HIGH |

| Safety Harbor, FL                                                                                                                 | Common Name                        | Native | Use | Soil | Drought | pH    | Light  | Salt |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------|-----|------|---------|-------|--------|------|
|  Municode Codification<br><i>Pinus palustris</i> | Longleaf Pine                      | Yes    | ST  | X-M  | HIGH    | AC-SA | SUN    | HIGH |
| <i>Pinus taeda</i>                                                                                                                | Loblolly Pine                      | Yes    | ST  | M    | MOD     | AC    | SUN    | MOD  |
| <i>Platanus occidentalis</i>                                                                                                      | Sycamore                           | Yes    | ST  | M-H  | MOD     | AC-AL | SUN    | MOD  |
| <i>Quercus austrina</i>                                                                                                           | Bluff Oak                          | Yes    | ST  | M-H  | MOD     | AC    | FS/PS  | MOD  |
| <i>Quercus geminata</i>                                                                                                           | Sand Live Oak                      | Yes    | ST  | X-M  | HIGH    | AC    | FS/PS  | LOW  |
| <i>Quercus incana</i>                                                                                                             | Bluejack Oak                       | Yes    | ST  | X-M  | HIGH    | AC    | FS/PS  | MOD  |
| <i>Quercus laurifolia</i>                                                                                                         | Laurel Oak,<br>Diamond Leaf<br>Oak | Yes    | ST  | M-H  | MOD     | AC-SA | FS/PS  | LOW  |
| <i>Quercus laevis</i>                                                                                                             | Turkey Oak                         | Yes    | ST  | X    | HIGH    | AC    | FS     | LOW  |
| <i>Quercus lyrata</i>                                                                                                             | Overcup Oak                        | Yes    | ST  | M-H  | MOD     | AC    | FS/PS  | MOD  |
| <i>Quercus michauxii</i>                                                                                                          | Swamp Chestnut<br>Oak              | Yes    | ST  | M-H  | MOD     | AC    | FS/PS  | MOD  |
| <i>Quercus myrtifolia</i>                                                                                                         | Myrtle Oak                         | Yes    | ST  | X-M  | HIGH    | AC    | FS/PS  | MOD  |
| <i>Quercus nigra</i>                                                                                                              | Water Oak                          | Yes    | ST  | M-H  | MOD     | AC-SA | SUN/PS | LOW  |
| <i>Quercus shumardii</i>                                                                                                          | Shumard Oak                        | Yes    | ST  | M-H  | MOD     | AC-AL | SUN/PS | MOD  |
| <i>Quercus virginiana</i><br>Cultivars                                                                                            | Live Oak                           | Yes    | ST  | X-M  | HIGH    | AC-AL | SUN/PS | HIGH |

| Safety Harbor, FL<br>Municode Codification | Common Name  | Native | Use | Soil | Drought | pH    | Light  | Salt |
|--------------------------------------------|--------------|--------|-----|------|---------|-------|--------|------|
| <i>Taxodium ascendens</i>                  | Pond Cypress | Yes    | ST  | H    | HIGH    | AC-SA | SUN/PS | MOD  |
| <i>Taxodium distichum</i>                  | Baldcypress  | Yes    | ST  | M-H  | MOD     | AC-SA | SUN/PS | MOD  |
| <i>Ulmus alata</i>                         | Winged Elm   | Yes    | ST  | M-H  | HIGH    | AC-AL | SUN/PS | MOD  |
| <i>Ulmus Americana</i>                     | American Elm | Yes    | ST  | M-H  | HIGH    | AC-AL | SUN/PS | MOD  |
| <i>Ulmus parifolia and cultivars</i>       | Lacebark Elm | No     | ST  | M    | MOD     | AC-AL | SUN/PS | MOD  |

- (V) *Pruning* means the horticultural practice involving the selective removal of parts of a tree such as branches, buds, or roots, and shall include trimming of trees.
- (W) *Remove or Effective Removal* means to cut down, damage, top, poison, replace, replant, or effectively remove through excessive injury, or in any manner destroy or cause to be destroyed any living Protected Tree.
- (X) *Screening* means a visual buffer erected between potential incompatible uses utilized to shield or obscure for the purpose of reducing the impact of noise, dust, glare and visual pollution. The screen may consist of walls, fences, and berms of densely planted vegetation.
- (Y) *Shade Tree* means a hardwood tree that reaches a minimum height of twenty-five (25) feet at maturity, provides relief from direct sunlight for at least six (6) months each year and is included in Protected Tree table.
- (Z) *Shrub* means a woody plant that usually remains low and produces shoots or trunks from the base; it is not usually tree-like nor single-stemmed.
- (AA) *Top or Topping* means the removal of any portion of one or more major vertical tree branches or the removal of more than one-third ( $\frac{1}{3}$ ) of the tree's leaf canopy.
- (BB)

**Safety Harbor, FL**  
Tree means any erect standing woody plant together with its root system of a species which normally attains a minimum overall height at maturity of at least 15 feet, including all Mangroves, Sabal Palms, Cabbage Palms, Sabal Palmetto, and that is located within the City's jurisdiction.

(CC) *Tree Condition Rating* means the City Arborist's assessment of the tree's overall structure and systemic health which takes into account the species, appearance, and unique features of the tree as set forth in this Article.

(DD) *Tree Removal* means any act which causes a tree to die within a period of 2 years; such acts include, but are not limited to, cutting, inflicting damage upon a root system by machinery, storage of materials, or soil compaction, changing of the natural grade above or below a root system or around the trunk, inflicting damage on a tree, permitting infection or pest infestation, excessive pruning, or paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a tree as determined by an Approved Arborist.

(EE) *Tree Removal Permit* means a permit issued by the City allowing the permit holder to remove the trees described therein.

(FF) *Tree Removal Permit Application* means the application submitted to the City to obtain a Tree Removal Permit. The application shall be in the form prescribed by the City.

(Ord. No. 2016-10, § 1, 6-6-2016; Ord. No. 2018-13, § 2, 8-20-2018)

**Editor's note—** See editor's note following Section 153.00.

#### **153.02 Maintenance and pruning of protected trees for all properties within the city.**

- (A) Owners of private property shall be responsible for the maintenance of trees on their private property and in abutting rights-of-way. Where support staking and guying of vegetation is provided at the time of installation, the stakes and guys shall be removed no later than one year after installation to prevent damage to the vegetation. Owners of private property who are responsible for the maintenance of trees on private property and in abutting rights-of-way shall not be required to pay any permitting or replacement fees if the owner can prove by substantial competent evidence the tree was fatally damaged by any public utility company.
- (B) All trees shall be maintained free from physical damage or injury, including damage or injury arising from lack of water, chemical exposure, insects, disease, blight or other cause. Exceptions regarding damage due to lack of water shall be made when water consumption is limited by emergency orders or declarations by state or local agencies.
- (C) Except for storm mitigation for those tree species listed as exempt, or following a declared state of emergency in which trees become damaged in such a way that topping or excessive pruning by or at the direction of a governmental agency becomes necessary, it shall be unlawful for any person to cut down, damage, top, poison or in any manner destroy or cause

to be destroyed any protected tree regardless of condition with a DBH of 4 inches or more without a Tree Removal Permit. Not more than twenty-five percent (25%) of the tree canopy shall be trimmed or pruned in any year, except for the purpose of removing dead limbs. There shall be no topping of any Protected Trees. Protected Trees destroyed by improper pruning shall be replaced with the same species minimum two-inch DBH based on the Tree Replacement Ratio in [subsection] 153.07(D).

- (D) It is unlawful for a property owner to allow any tree or tree branch that is in such diseased or dead condition so as to be in danger of falling upon any right-of-way or the property of another.
- (E) It shall be unlawful to directly or indirectly dispose of tree trimmings in the right-of-way, onto the property of another, upon any street or alley, or into waters within the City, the municipal storm sewer system, and/or Tampa Bay. This Subsection shall not be construed to prohibit the placement of tree trimmings in the right-of-way as a temporary measure awaiting collection as otherwise provided in this Code or the Safety Harbor City Code. This subsection shall not be construed to prohibit the use of mulching lawn equipment.
- (F) Any individual or entity performing Pruning or other tree maintenance activities for hire shall conform to industry techniques as specified by the American National Standards Institute (ANSI) A300: Tree, Shrub and other Woody Plant Maintenance Standard Practices Part 1—10. Flush cuts (pruning cuts that remove the branch collar) and stub cuts (pruning that leaves a limb stub) are improper pruning techniques and are prohibited.
- (G) No palm frond shall be removed from a palm that emanates from the trunk at or above a 90-degree angle that is perpendicular to the trunk unless the frond is dead or severely chlorotic. Where a frond is touching an energized wire, blocking a sign or creating a safety hazard, fronds may be removed outside of this configuration.
- (H) Any individual or entity performing Pruning or other tree maintenance activities for hire shall conform to the current safety standards as defined in ANSI Z133.1 2006, as may be amended and shall have a Best Management Practices (BMP) certificate issued by Pinellas County.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016; Ord. No. 2021-18, § 3, 12-20-2021)

**Editor's note**— See editor's note following Section 153.00.

### **153.03 Exemptions.**

The provisions of [Section 153.00](#) et seq. shall not apply to the following:

- (A) Trees under 4 inches DBH, except and unless the tree is a replacement tree under Section 153.06(E);
- (B) Pruning of trees as normal maintenance, provided such pruning does not result in excessive pruning, mutilation, death, or removal of the tree or otherwise violates Section 153.02(C) herein;

(C) Due to their status as exotic species or invasive species, any trees listed on the Florida Exotic Pest Plant Council most recent Invasive Plant List I and II are not protected tree species; and

(D) Pruning following a declared state of emergency or storm in which trees become damaged in such a way that topping or excessive pruning becomes necessary by or at the direction of a governmental agency.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016)

**Editor's note—** See editor's note following Section 153.00.

#### 153.04 Removal of exotic invasive plant species.

- (A) It shall be unlawful to plant or cause to be planted within the City limits the following exotic and nuisance plant species: Brazilian Pepper tree (*Schinus terebinthifolius*), Punk tree (*Melaleuca quinquenervia*), Australian pine tree (*Casuarina equisetifolia*), Chinese Tallow (*Sapium sebiferum*).
- (B) During the site construction process all invasive exotic plants as listed below 'List of Target Invasive Exotic Plant Species' shall be removed. After the issuance of the certificate of occupancy, the property owner shall control re-growth of invasive exotic plants in perpetuity.

##### List of Target Exotic Invasive Plant Species

- Australian pine (*Casuarina spp.*)
- Air Potato (*Dioscorea bulbifera*)
- Brazilian pepper (*Schinus terebinthifolius*)
- Carrotwood (*Cupaniopsis anacardiopsis*)
- Caster bean (*Ricinus communis*)
- Chinaberry (*Melia azedarach*)
- Chinese tallow (*Sapium sebiferum*)
- Laurel fig (*Ficus retusa 'nitida'*)
- Punk (*Melaleuca quinquenervia*)
- Ceaser's Weed (*Urena lobata*)
- (C) For those platted lots that are less than ½ acre in size where a Tree Removal Permit is issued, the owner or applicant shall remove all existing Brazilian Pepper (*Schinus terebinthifolius*) trees from the lot and remove to the extent practicable any existing air potato vines (*Dioscorea bulbifera*).

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016)

**Editor's note—** See editor's note following Section 153.00.



 Municipal Code. Not pursuant to Section 153.03, it shall be unlawful for any person to cause any Protected Tree to be Removed without first obtaining a Tree Removal Permit.

- (B) Any person wishing to obtain a Tree Removal Permit to Remove a Protected Tree shall submit a written Tree Removal Permit Application to the City in the form approved by the City Manager accompanied by a Tree Removal Permit Application fee of \$25.00 for residential parcels and \$100.00 for all other parcels, and pay any replacement fees required by Section 153.07.
- (C) Where a Development Permit is required, the Tree Removal Permit Application shall contain the following minimum information:
- (1) A tree survey reviewed and approved by a certified Arborist showing the following:
    - (a) The shape and dimensions of the lot or parcel;
    - (b) The location of existing structures and improvements;
    - (c) The location and DBH of all trees on site and within 25' of the property line, identified by botanical or common name;
    - (d) The location of the canopy drip line;
    - (e) Any proposed tree removal and replacement program;
    - (f) Tree Condition Rating for Protected Trees assigned by the City Arborist in accordance with subsection 153.05(3) below;
    - (g) Any additional information deemed necessary by the City Manager, or his designee; and
  - (2) A statement as to why the tree(s) are proposed to be removed.
  - (3) The Tree Condition Rating shall be assigned by the City Arborist in accordance with the City's tree condition rating guide maintained by the City Arborist and shall range from a low of 0.0 to a maximum of 6.0, with 0 being a Dead Tree and 6.0 being a specimen tree. Increments of 0.5 shall be used to increase accuracy. In determining the Tree Condition Rating, the City Arborist shall consider the following:
    - (a) Elements of structure: The presence of cavities; decayed wood; split, cracked, or rubbing branches; branch arrangements and attachments; evenly spaced scaffold branches as opposed to several branches emanating from the same area of the trunk; codominant stems as opposed to single leader trunk; and presence of branch ridge as opposed to included bark.
    - (b) Elements of systemic health related to the trees overall energy system measured by net photosynthesis as opposed to respiration including the following indicators of healthy systemic systems: live crown ratio (the percentage live crown a tree has

- (D) Where a site plan application is required under Section 229 of this Code, the applicant shall follow the procedures set forth therein.
- (E) City Staff shall have the authority to withhold issuance of Tree Removal Permit Application where a Development Permit is required until site plan approval has been granted.
- (F) Prior to the issuance of a Tree Removal Permit, City Staff shall conduct an on-site inspection.
- (G) Prior to the removal of any tree(s), City Staff shall inspect the site in accordance with the requirements of Section 153.08.
- (H) The tree removal permit must be displayed on site.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016; Ord. No. 2018-13, § 3, 8-20-2018)

**Editor's note—** See editor's note following Section 153.00.

#### **153.06 Permit criteria.**

- (A) In reviewing a Tree Removal Permit Application, City Staff shall approve a Tree Removal Permit only when one or more of the following criteria are met:
  - (1) The Protected Tree(s) to be removed pose a safety hazard to pedestrians or vehicular traffic, threaten to cause disruption of public services or utility services, pose a safety hazard to persons or buildings or are within the visibility triangle;
  - (2) The Protected Tree(s) to be Removed are weakened by age, fire or other injury or are in major decline, have a fatal and communicable disease, a fatal and communicable insect infestation, or have a defective structure that is a hazard; or
  - (3) The Protected Trees to be Removed must be Removed in order to construct improvements that are proposed as a result of:
    - (a) Need for access immediately around the proposed structure for construction equipment;
    - (b) Need for access to the building site for construction equipment;
    - (c) Essential grade changes;
    - (d) Surface water drainage and utility installations; or
    - (e) Location of primary building pad, primary foundation line, swimming pool, patio pad, or that portion of the driveway within the path of the garage or carport entrance, and these structures cannot be relocated.
- (B) City Staff may deny a Tree Removal Permit even if one of the above factors is met where there is a need for visual screening between incompatible uses as identified in [Section 154.00](#) et seq.





(C) City Staff, upon a determination that Tree Removal Permit Application is to be denied, shall state the basis for such denial specifically and shall notify the applicant in writing of the criteria upon which the denial is predicated.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016)

**Editor's note—** See editor's note following Section 153.00.

#### 153.07 Permit conditions.

- (A) As a condition of granting the Tree Removal Permit, City Staff shall require the replacement of the tree(s) to be removed as outlined in Section (D)(1) below.
- (B) The replacement tree(s) shall be a Protected Tree and shall meet the requirements of Sections 154.02(A) and (B).
- (C) Any and all Tree Removal Permits, issued by the City shall expire within three (3) months of the Tree Removal Permit issue date. Any Tree Removal after the expiration of a Tree Removal Permit requires a new Tree Removal Permit Application and new Tree Removal Permit under the terms of [Section 153.00](#) et seq. If a new Tree Removal Permit is not obtained, Tree Removal conducted pursuant to an expired Tree Removal Permit shall be subject to the penalties in Section 153.10.
- (D) Except as specifically provided in this Section, all Protected Trees Removed pursuant to a Tree Removal Permit shall be replaced as follows: Tree Replacement Ratio based on the DBH inch of Protected Tree Removed or, where a suitable location for replanting on the property is not available, a fee in lieu thereof shall be paid in the amount calculated pursuant to subsections (1) through (8) below. Replacement trees shall be of a size as outlined in Section 154.02(A) and (B). Payments into the tree fund are due at time of tree removal permit issuance. Replacement trees for sites that are not associated with a building permit for new development are required to be planted within three months of tree removal permit issuance. Replacement trees for sites that are associated with a building permit for new development are required to be planted prior to the issuances of a Certificate of Occupancy. If replacement trees are installed on developed properties, the applicant shall guarantee the survival of the replacement trees and a follow-up, on-site inspection by City Staff at yearly intervals for two (2) years after planting may be conducted to ensure compliance. All replacement trees shall be regulated as Protected Trees regardless of whether they are less than four (4) inches at DBH. Replacement Trees shall be planted within three (3) months of the issuance of the Tree Removal Permit.

Failure to comply with these provisions will subject the applicant to penalties under this Section 153.10 and all applicable civil penalties as well as replanting and additional monitoring of replacement trees if necessary. Fees collected in lieu of replacement shall be placed in a fund established as the "City Tree Bank." Such fees are established as follows:

## Safety Harbor, FL

[EXPAND](#)

| #  | Municode Codification Species | DBH | Replacement Cost Per Inch | Total Cost | Total Replacement Trees |
|----|-------------------------------|-----|---------------------------|------------|-------------------------|
| 1. | Live Oak                      | 44" | \$50.00                   | \$2,200.00 | 5                       |
| 2. | Live Oak                      | 41" | \$50.00                   | \$2,050.00 | 5                       |
| 3. | Laurel Oak                    | 14" | \$20.00                   | \$280.00   | 2                       |
| 4. | Laurel Oak                    | 8"  | \$10.00                   | \$80.00    | 1                       |
| 5. | Laurel Oak                    | 7"  | \$10.00                   | \$70.00    | 1                       |
|    |                               |     |                           | \$4,680.00 | 14                      |

A suitable location is found to replace ten (10) protected trees on-site, leaving four trees for the replacement fund. The average cost per trees being removed for this site is \$936. The property owner will pay \$3,744 to replace four trees.

*Example of a property without a Homestead Exemption for Ad Valorem Tax Purposes: A property owner receives a permit to remove five protected trees as listed below:*

[EXPAND](#)

| #  | Species    | DBH | Replacement Cost Per Inch | Total Cost | Replacement Trees |
|----|------------|-----|---------------------------|------------|-------------------|
| 1. | Live Oak   | 44" | \$100.00                  | \$4,400.00 | 5                 |
| 2. | Live Oak   | 41" | \$100.00                  | \$4,100.00 | 5                 |
| 3. | Laurel Oak | 14" | \$40.00                   | \$560.00   | 2                 |
| 4. | Laurel Oak | 8"  | \$20.00                   | \$160.00   | 1                 |
| 5. | Laurel Oak | 7"  | \$20.00                   | \$140.00   | 1                 |

| DBH Tree Removed                 | Tree Replacement Ratio | Inch per Inch Tree Replacement Fee for Properties with Homestead Exemption for Ad Valorem Tax Purposes | Inch per Inch Tree Replacement Fee for all Other Properties |
|----------------------------------|------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| 4 inches to less than 10 inches  | 1:1                    | \$10.00                                                                                                | \$20.00                                                     |
| 10 inches to less than 20 inches | 2:1                    | <a href="#">20.00</a>                                                                                  | <a href="#">40.00</a>                                       |
| 20 inches to less than 30 inches | 3:1                    | 30.00                                                                                                  | <a href="#">60.00</a>                                       |
| 30 inches to less than 40 inches | 4:1                    | <a href="#">40.00</a>                                                                                  | <a href="#">80.00</a>                                       |
| 40 inches and greater            | 5:1                    | 50.00                                                                                                  | <a href="#">100.00</a>                                      |

(2) Except as provided in Section 153.07(D)(3), where a property cannot replace the number of trees based on the Tree Replacement Ratio, the property owner will pay the Inch per Inch Tree Replacement Fee for the difference of inches not replaced. Where a partial Tree Replacement Ratio was reached, the Inch Per Inch Tree Replacement Fee will be prorated by the same percentage of Tree Replacement Ratio reached. For site plan applications where an Inch per Inch Tree Replacement Fee is being paid, the Inch per Inch Tree Replacement Fee shall be based on the average value of the total Protected Trees on the site pursuant to Section 153.07(D)(1) with a condition rating of 2.5 or higher that are being Removed, multiplied by the number of Protected Trees that are not being replaced on site.

*Example of a property with a Homestead Exemption for Ad Valorem Tax Purposes:* A property owner receives a permit to remove five protected trees as listed below:

|                   |                                 |     |                              |            |                      |
|-------------------|---------------------------------|-----|------------------------------|------------|----------------------|
| Safety Harbor, FL | Species<br>Unicode Codification | DBH | Replacement Cost Per<br>Inch | Total Cost | Replacement<br>Trees |
|                   |                                 |     |                              | \$9,360.00 | 14                   |

A suitable location is found to replace ten (10) protected trees on-site, leaving four trees for the replacement fund. The average cost per trees being removed for this site is \$1,872. The property owner will pay \$7,488 to replace four trees.

- (3) A property owner who receives a homestead exemption the first year eligible for homestead exemption, may provide proof of homestead exemption to the City and receive a rebate for the difference in the Tree Replacement Fee paid at the time of the Tree Removal Permit and the Tree Replacement Fee for properties with a homestead exemption. Such rebate shall only be available if the Tree Removal Permit was issued to the same property owner who later obtains and provides proof of a homestead exemption.
- (4) Where the Protected Tree is a Live Oak measuring 26 inches or greater in DBH and is not Removed pursuant to Section 153.06(A)(1) or (2); there shall be no pro rata reduction in the Inch Per Inch Replacement Fee as described in 153.07(D)(2) and the full Tree Replacement Ratio shall be achieved or else the full Tree Replacement Fee shall be paid.
- (5) Where the tree is a Sabal Palmetto (Cabbage Palm or Sabal Palm), it shall be replaced with another Sabal Palm with five (5) feet of clear trunk or more or one protected replacement tree, or, in lieu of replacement, a fee of \$10.00 per DBH inch removed shall be collected. A protected shade tree shall not be replaced with a sabal palm.
- (6) When a Tree Removal Permit is approved for a Hazardous Tree and the number of existing healthy trees meet the minimum shade tree requirements specified in Sec. 154.03, no trees will be required to be planted and the replant requirement shall be waived, with a flat fee of \$100.00 per tree. In lieu of the \$100.00 flat fee, a minimum two-inch Protected Tree may be planted on the property.
- (7) Where the Protected Tree to be Removed is part of a site plan for new development, on a lot larger than 1 acre in size, that preserves at least 30 percent of existing Protected Trees on site having a DBH of 20 inches or greater and where each finished parcel meets the minimum tree requirements established by Section 154.03 of this Code, the Inch Per Inch Replacement Fee shall be waived.

(E)

Donated Trees—When a tree or trees are to be Removed pursuant to a Tree Removal Permit, the City may accept, as a donation, such trees for replanting on City property or for temporary planting at a tree farm for future City use. If such donation is accepted by the City, the property owner will pay a fee to cover the cost of relocation and care of said trees. The property owner will be credited DBH inch for DBH inch against the replacement requirements prescribed in this Section 153.07.

(F) The City Tree Bank Funds will be used by the City for one of the following purposes:

- (1) To purchase trees for use on city property or for use in a City sponsored reforestation program within the City limits;
- (2) For the payment of fees by the City to a landscape professional or certified arborist for educating City Staff or the general public with regard to tree protection and preservation; or
- (3) For such other services or programs deemed by the City Manager to further the intent of [Section 153.00](#) et seq.

Notwithstanding the foregoing, no more than 50% of fees collected in lieu of tree replacement shall be used for anything other than the purchase of trees for use on City property, or for the use in a City sponsored reforestation program.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2015-09, § 1, 5-4-2015; Ord. No. 2016-10, § 1, 6-6-2016; Ord. No. 2018-13, § 4; 8-20-2018; Ord. No. 2021-18, § 4, 12-20-2021)

**Editor's note**— See editor's note following Section 153.00.

#### **153.08 Tree protection during construction.**

All development and redevelopment on parcels shall comply with the following tree protection requirements:

- (A) It shall be unlawful for any person in the construction of any structures or other improvements to place solvents, material, construction machinery, or temporary soil deposits within the Critical Root Zone.
- (B) Before any development activity begins, a Tree Removal Permit shall be required and a Protective Barrier shall be erected by the developer around all Protected Trees on site and, if the adjacent property owner consent, off site Protect Trees within twenty-five (25) feet of the property line, and other protected environmental areas during site clearing to create a protective radius and shall remain in place until land alteration, site clearing and construction activities are complete. The Protective Barrier shall remain until such time as they are authorized to be removed by City Staff or until the issuance of a final Certificate of Occupancy. A fine of up to \$250.00 per day shall be assessed to the property owner

and/or contractor of record for trees without a Protective Barrier or when existing Protective Barriers have been knocked down or removed or when unauthorized materials have been placed within the Protective Barrier.

Safety Harbor, FL

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- (C) Installation of artificial barriers such as protective barricades, fences, posts or walls shall not destroy or irreversibly harm the root system of Protected Trees. Footers for walls shall end at the point where larger roots are encountered, and the roots shall be bridged. Post holes and trenches located close to Protected Trees shall be adjusted to avoid damage to major roots.
- (D) In addition to the above requirements, during construction, no attachments or wires shall be attached to any Protected Tree.
- (E) All roots to be removed during the site clearing phase shall be severed clean at the perimeter of the designated protective radius.
- (F) A five-inch layer of mulch shall be applied over the surface of exposed roots of Protected Trees during the site clearing phase.
- (G) A protective dry well and drainage/aeration system shall be provided where Protected Trees will be adversely affected by raising the grade.
- (H) A protective retaining wall shall be constructed at the perimeter of the protective radius around a Protected Tree where the Protected Tree will be adversely affected by lowering the grade.
- (I) All pruning of Protected Trees during development shall be supervised by an Approved Arborist.
- (J) The City shall require the submittal of a tree preservation plan for all protected trees on property and within twenty-five (25) feet of the property prepared by an approved arborist prior to commencement of construction. The tree preservation plan shall describe how the construction impacts will be mitigated.
- (K) When a utility must cross a Critical Root Zone of a Protected Tree in good health, directional boring or tunneling shall be required to avoid the tree roots. Sewer lines may be exempted from this requirement, if the functionality of the line will be diminished as a result of this requirement.
- (L) If new construction necessitates the Pruning or Removal of an off-site tree either in the right of way or on adjacent property and the owner of the adjacent property consents, the owner of the property under construction shall be responsible for all costs (including, but not limited to, permitting and contractor costs) associated with the Pruning or Removal of the off-site tree.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016; Ord. No. 2021-18, § 5, 12-20-2021)



(A) No building permit shall be issued without an approved Tree Removal Permit or one of the following verifications:

- (1) If there are no Protected Trees on the property, an applicant for building permit shall submit a notarized statement of No Tree Removal Verification.
- (2) If all Protected Trees that exist on the property will not be removed, an applicant for building permit shall submit a notarized statement of No Tree Removal Verification.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016)

Editor's note— See editor's note following Section 153.00.

#### **153.10 Enforcement.**

- (A) City Staff has the authority to withhold the final Certificate of Occupancy if the provisions set forth in [Section 153.00](#) et seq., including conditions of any Tree Removal Permits issued, have not been complied with.
- (B) Whenever City Staff determines that a violation of [Section 153.00](#) et seq. has occurred, City Staff shall cause such violations to be corrected by complying with the following procedure:
- (1) Written Notice: Immediately issue written notice in the manner specified in Section 162.12, Florida Statutes, as may be amended, to the alleged violator stating the nature and location of the violation and specifying what remedial steps are necessary to bring the project into compliance. Such person shall immediately commence the recommended remedial action and shall have two (2) working days after receipt of said notice, or such longer time as may be allowed by the City Staff, to complete the remedial action set forth in said notice.
  - (2) Remedial Work and Stop Work Orders: If a subsequent violation occurs during the 2 working days, or if remedial work specified in the notice of violation is not completed within the time allowed, or if clearing, development of land, or any site alteration is occurring without a required Tree Removal Permit, City Staff shall issue a Stop Work Order immediately. Said Stop Work Order shall contain the grounds for its issuance, and shall set forth the nature of the violation. The Stop Work Order shall be directed not only to the person owning the land upon which the violation is occurring, but also shall be directed to the person or firm actually performing the physical labors of the development activity, directing him to cease and desist all or any portion of the work upon all or any geographical portion of the project, whichever is greater, except such remedial work as is deemed necessary to bring the violation into compliance.

(C) Subsection (B) above shall be supplemental and shall not prohibit the City from enforcing Section 153.00 et seq. by any other legal procedure including, but not limited to, the procedure provided by Chapter 2, Article III, Sections 2.10.01 through 2.10.11 of the Safety Harbor City Code, and/or Chapter 162, Florida Statutes.

(D) For the Removal of any Protected Tree in violation of this Code, City Staff shall ensure that the proper permitting procedure is henceforth followed, and the property owner shall be charged four (4) times the Tree Removal Permit fee specified in Section 153.05(B) and Tree Replacement Fee specified in Sec. 153.07(D)(1).

(E) In addition to all other available remedies, any individual or entity for hire that Removes any Protected Tree in violation of this Code shall be subject to a progressive fine as listed below:

*First offense:* \$1,000.00 fine and a three-month suspension on submitting Tree Removal Permit Applications.

*Second offense:* \$2,000.00 fine and a six-month suspension on submitting Tree Removal Permit Applications.

*Third and all future offenses:* \$3,000.00 fine and one-year suspension on submitting Tree Removal Permit Applications.

All fines must be paid prior to the approval of any future Tree Removal Permits.

(F) Any individual or entity for hire that improperly prunes a cabbage palm within a commercial or multi-family development shall be subject to a fine of \$100.00 per tree.

(G) In any prosecution for the removal of a Protected Tree without a Tree Removal Permit, each tree so removed will constitute a separate offense, and mitigation shall be required per Section 153.07.

(H) In addition to other remedies and notwithstanding the existence of an adequate remedy at law, the City may seek injunctive relief in the Circuit Court to enforce the provisions of this section.

(I) All fines are due within three (3) months of the date of the violation letter or, if appealed, within thirty (30) days of the final order on the appeal.

(J) All fines for the Removal of Protected Trees in violation of this Code shall constitute a lien upon the premises served if the fines remain unpaid fifteen (15) days beyond due date. The City Clerk may file with the Clerk of the Circuit Court of the County a Claim of Lien. The Claim of Lien shall contain the legal description of the premises served, the amount of the fines, plus administrative fees, penalties, and attorney's fees. All recorded fines shall bear interest at the current judgment rate.



Any applicant for a Tree Removal Permit adversely affected by a decision of City Staff in the application or interpretation of any of the provisions of Sections [153.00](#) et seq., with the exception of Section 153.10, may appeal the decision to the City Commission by filing notice of their appeal with the City Manager within sixty (60) days of the date the decision is rendered. The notice of appeal shall state the basis for the appeal and all pertinent facts surrounding the appeal.

(Ord. No. 2015-03, § 1, 3-16-2015; Ord. No. 2016-10, § 1, 6-6-2016)

Editor's note— See editor's note following Section 153.00.

#### 153.12 Grand trees.

- (A) *Intent:* The City Commission finds that Grand Trees as defined herein increase the value of properties where they grow and provide superior aesthetic and ecological benefits to these properties and the surrounding community and as such are a valuable natural resource that enhance the quality of life and the general welfare of the citizens of Safety Harbor. It is the intent of the City Commission to encourage the protection of the maximum number of Grand Trees within the City by regulating the performance of activities that may adversely impact the condition of a Grand Tree or cause its unwarranted removal.
- (B) *Applicability:* Any site where new construction is proposed, or land alteration is to occur is required to have each tree that meets the minimum requirements of species and trunk diameter for a Grand Tree graded by an Approved Arborist for overall condition and scored for total points to determine if the tree is a Grand Tree. The grand tree scoring worksheets shall be maintained by the City Arborist. The calculations for all trees meeting the species and trunk diameter requirements for a Grand Tree must be provide even if the tree does not have the requisite condition rating or total points to attain Grand Tree status. The calculations are due at the time of first submittal for projects requirement site plan approval. For projects not requiring site plan approval, the calculations are due at the time the application is made for a land alteration permit or building permit. The City retains the right to reject Grand Tree assessments that are incomplete or do not adhere to current industry standards for tree assessment.

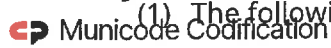
( [Ord. No. 2021-18](#), § 8, 12-20-2021)

#### 153.13 Evaluation of grand tree status.

- (A)

To achieve the designation of a Grand Tree a tree must meet the minimum qualifications defined below.

## Safety Harbor, FL



(1) The following tree species shall be considered for Grand Tree Status:

- a) Live Oak (*Quercus virginiana*)
- b) Sand live oak (*Quercus genminata*)
- c) Southern magnolia (*Magnolia grandiflora*)
- d) Sweetbay (*Magnolia virginiana*)
- e) Bald cypress (*Taxodium distichum*)
- f) Pignut hickory (*Carya glabra*)
- g) American elm (*Ulmus americana*)
- h) Southern red cedar (*Juniperus silicicola*)
- i) Longleaf pine (*Pinus palustris*)
- j) Slash pine (*Pinus elliottii*)

- (2) The tree must have a minimum trunk DBH of at least 26 inches to be a candidate for Grand Tree status.
- (3) The tree must have a condition rating of 3.5 or greater, as established in Section 153.05(C) (3).
- (4) The tree must accumulate the number of points based on the Grand Tree Worksheet and summarized below:
  - a) Measure the tree's trunk diameter in inches at DBH.
  - b) Measure in feet the widest cross section of the tree's crown as projected vertically down to the ground and the narrowest cross section of the crown projected vertically down to the ground. Add the total feet for both measurements and divide by two to get the average crown spread expressed in feet.
  - c) Measure the highest point of the crown using an altimeter, clinometer or other measuring device that will give an accurate measurement in feet of the highest point of the tree's crown.
  - d) Add the numbers for inches of trunk diameter, feet of the average crown spread, feet for the total height of the tree and add the condition rating and if the point totals equal or exceed the minimum number of total points for the species as defined in the following table, the tree is a grand tree.

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| <div> <div> <div>Safety Harbor, FL</div> <div>  Municode Codification </div> </div> </div> | Minimum Total Points for Grand Tree Status |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Live Oak ( <i>Quercus virginiana</i> )                                                                                                                                      | 145                                        |
| Sand live oak ( <i>Quercus genminata</i> )                                                                                                                                  | 145                                        |
| Southern magnolia ( <i>Magnolia grandiflora</i> )                                                                                                                           | 120                                        |
| Sweetbay ( <i>Magnolia virginiana</i> )                                                                                                                                     | 120                                        |
| Bald cypress ( <i>Taxodium distichum</i> )                                                                                                                                  | 115                                        |
| Pignut hickory ( <i>Carya glabra</i> )                                                                                                                                      | 130                                        |
| American elm ( <i>Ulmus americana</i> )                                                                                                                                     | 130                                        |
| Southern red cedar ( <i>Juniperus silicicola</i> )                                                                                                                          | 115                                        |
| Longleaf pine ( <i>Pinus palustris</i> )                                                                                                                                    | 115                                        |
| Slash pine ( <i>Pinus elliottii</i> )                                                                                                                                       | 115                                        |

( Ord. No. 2021-18, § 9, 12-20-2021)

**153.14 Permit required.**

- (A) Unless exempt pursuant to 153.03, it shall be unlawful for any person to cause any Grand Tree to be removed without first obtaining a Grand Tree Removal Permit.
- (B) Any person wishing to obtain a Grand Tree Removal Permit to remove a Grand Tree shall submit a written Tree Removal Permit Application to the City in the form approved by the City Manager accompanied by a Tree Removal Application Fee of \$25.00 for residential parcels and \$100.00 for all other parcels, and pay any replacement fees required by Section 153.15(C). The application shall include the following information:
  - (1) A site plan drawn to a minimum scale of 1" = 20 feet, of showing the parcels and lots, existing and proposed grades, all proposed structures including buildings, vehicular use areas, walkways, overhead and underground utilities, retention ponds, swales and any other structures on the property.
  - (2)

All Grand Trees shall be identified on the survey as "GT". Trees proposed for removal shall be identified.

## Safety Harbor, FL

 (3) A tree inventory listing each Grand Tree by size (DBH), species (botanical and common name).

- (4) A Grand Tree Worksheet for each grand tree.
  - (5) An explanation as to how the proposed Grand Tree Removal meets the criteria in Section 154.14(C) for each tree proposed to be removed.
- (C) The application shall be field checked by the City Arborist or by an approved arborist hired by the city to determine if the tree(s) proposed for removal achieve the designation of a Grand Tree as defined in Section 153.13. A Grand Tree may be removed from a site when one or more of the following criteria are met:
- (1) The Grand Tree(s) to be removed pose a safety hazard to pedestrians or vehicular traffic, threaten to cause disruption of public services or utility services, pose a safety hazard to persons or buildings or are within the visibility triangle;
  - (2) The Grand Trees to be Removed must be Removed in order to construct improvements that are proposed as a result of:
    - (a) Need for access immediately around the proposed structure for construction equipment;
    - (b) Need for access to the building site for construction equipment;
    - (c) Essential grade changes;
    - (d) Surface water drainage and utility installations; or
    - (e) Location of primary building pad, primary foundation line, swimming pool, patio pad, or that portion of the driveway within the path of the garage or carport entrance, and these structures cannot be relocated.
  - (3) Staff finds it to be in the interest of the general public's health, safety and welfare that the tree be removed.
- (D) The City Arborist shall review the Grand Tree Removal Permit application and provide the applicant with written notification of the city's approval or denial of the permit application for each tree requested for removal within 21 calendar days of receipt of the completed permit application. Upon the determination that a tree(s) being requested for removal on a Grand Tree Removal Permit application is to be denied, the City Manager shall state the basis for such a denial citing the specific criteria for removal as enumerated herein and shall notify the applicant. in writing, of their right to appeal the decision.
- (E) An approved Grand Tree Removal permit shall be valid for a period of one hundred eighty (180) days from the issuance date. If the tree(s) has not been removed by the end of the one hundred eighty-day period, then the existing permit shall expire and a new application must

be filed if the applicant still desires to remove the tree(s). The City will have the option to re-inspect the tree(s) to determine if the tree(s) still warrant removal based on the current criteria in [Section 153.00](#). et seq. or the City can choose to approve the new permit request based on the former decision to grant the permit.

- (F) If a Grand Tree is located at a site that will be impacted by development related activities, but the activities will not necessitate the removal of the Grand Tree, then a No Grand Tree Removal Verification Form must be completed. The trees identified on the form shall be provided protection e.g., tree barricades. as provided herein.

( Ord. No. 2021-18, § 10, 12-20-2021)

**153.15 Mitigation standards for removal of a grand tree.**

- (A) When a Grand Tree is approved for removal, the tree shall be replaced with new tree plantings per the following replacement ratios:

 EXPAND

| Trunk diameter (DBH) removed | Replacement Ratio |
|------------------------------|-------------------|
| 26"—40"                      | 3:1               |
| 41"—50"                      | 4:1               |
| 51" or greater               | 5:1               |

- (B) The replacement trees shall be of a species from the list in Section 153.13(A)(4)(D) and be Florida Grade #1 or better as defined in the Florida Division of Plant Industry's Florida Grades and Standards for Nursery Stock. If replacement trees are installed, the applicant shall guarantee the survival of the replacement trees for a period of two years after inspection and approval by the City. The trees must be maintained in a healthy growing condition, or the applicant shall continue to plant new trees at the location until the required numbers of replacement trees are established. Failure to comply with these provisions will subject the applicant to civil remedy penalties as defined in Section 153.10. Where a suitable location for replanting on the property is not available, a fee in lieu thereof shall be paid. Payments into the tree fund are due at time of tree removal permit issuance. Replacement trees for sites that are not associated with a building permit for new development are required to be planted within three months of tree removal permit issuance. Replacement trees for sites that are associated with a building permit for new development are required to be planted prior to the issuance of a Certificate of Occupancy. A combination of new tree plantings and payment to the tree bank is acceptable.

Fees collected in lieu of replacement shall be placed in the "City Tree Bank" as described in Section 153.07(D).

Grand Tree removals shall be subject to the Inch Per Inch Tree Removal fees in Section 153.07(D). In addition, a flat fee shall be paid into the "City Tree Bank" of \$1,500 for properties with a homestead exemption and \$3,000 for all other properties.

- (C) Failure to comply with these provisions will subject the applicant to penalties under this Section 153.10 and all applicable civil penalties as well as replanting and additional monitoring of replacement trees if necessary.

( Ord. No. 2021-18, § 11, 12-20-2021)

#### **153.16 Prohibited acts, penalties, civil remedy.**

- (A) It shall be unlawful for any person, without having first obtained a permit as provided herein, to remove, cut down, damage, poison, effectively remove through excessive injury, or to cause to be removed, cut down, damaged, poisoned or effectively removed through excessive injury any Grand Tree and it shall be unlawful for any person to damage or cause to be damaged a Grand Tree by performing improper maintenance to a Grand Tree as defined herein. Any person(s) found guilty of such actions will be liable for the penalties provided in subsection (B), or for such other fines or penalties as provided by law.
- (B) The city may seek through civil action a civil penalty from any person who removes or effectively removes or causes to be removed a Grand Tree without first obtaining a permit or who damages a Grand Tree as described in Section 153.05(A), above. The person shall pay to the City a civil penalty equal to the total value of the tree(s) illegally removed or damaged. The value shall be determined according to the appraisal methodologies as established in the Council of Tree and Landscape Appraisers' current edition of the Guide For Plant Appraisal, edited, published and copyrighted by the International Society of Arboriculture. This remedy is supplemental to any other remedies or enforcement actions the City may have to enforce the provisions of [Section 153.00](#), et seq.

( Ord. No. 2021-18, § 12, 12-20-2021)

#### **153.17 - Grand tree maintenance and tree preservation plans. :**

- (A) Any maintenance performed on a Grand Tree shall be subject to the minimum standards of Section 153.02. When the critical root zone of a grand tree will be disturbed affected roots must be severed by clean pruning cuts at the point where construction impacts the roots. Roots can be pruned by utilizing a root-pruning machine designed for this purpose or by hand digging a trench and pruning roots with a pruning saw, chain saw, or other equipment designed for tree pruning. Roots located within the critical root zone that will be impacted by construction, must be pruned to a depth of 18 inches below the existing grade or to the depth of disturbance if less than 18 inches from the existing grade.

(B)



Any activities that will impact the critical root zone of a Grand Tree such as excavations for utilities or irrigation lines, open trenching, grubbing of rooted vegetation, addition of fill material, heavy equipment traversing over the critical root zone, or any and all other activities that will impact the critical root zone must be performed under the direct supervision of a Certified Arborist.

- (C) Prior to conducting maintenance on limbs of a Grand Tree that measure 6 inches or more in diameter measured at the base of the limb, a Certified Arborist shall submit an affidavit detailing any work of an arboricultural nature that will be performed on the tree.
- (D) All development or redevelopment on parcels where a Grand Tree is located shall comply with the tree protection during construction requirements of Section 153.08.
- (E) Any violations of Section 153.12 through [153.17](#) shall be subject to the penalties and civil remedy provisions set forth in Section 153.16.

( Ord. No. 2021-18, § 13, 12-20-2021)

## 154.00 - Landscaping and screening.

- (A) No site plan approval shall be issued unless a landscape plan has been approved in accordance with the requirements of Sections [154.00](#) through 154.07.
- (B) Landscape plans shall be prepared by landscape architects registered in accordance with the requirements of Chapter 481, Part II, Florida Statutes or persons otherwise exempt thereunder and shall include the following minimum information:
  - (1) The necessary drainage information required by the City Engineer.
  - (2) The existing and proposed parking spaces, access aisles, driveways, and other vehicular use areas, including their surface construction material.
  - (3) The location, height, use and gross floor area of all buildings to be serviced.
  - (4) The location of water sources and type of irrigation proposed.
  - (5) The size, type, spacing, location, and open space calculations of all proposed and existing landscaping.
- (C) All required landscaping shall be maintained by a one hundred percent (100%) automatic irrigation system. Such systems shall be equipped with a rain gauge trip switch which will not allow irrigation during a rain event, and shall utilize drip irrigation where appropriate in accordance with Section 154.06. Hose bibs may be approved as an alternative by the Community Development Director where deemed appropriate, if located within fifty (50) feet of all required landscaping.

(Ord. No. 2015-04, § 1, 3-16-2015)

**154.01    Reserved for future use.**

## 154.02 Plant material.

- (A) All trees shall have a minimum of two-inch trunk diameter measured six (6) inches above grade, a minimum crown of four (4) feet, minimum height of eight (8) feet upon planting, and a minimum nursery grade of Florida #1 or better according to current edition of *Grades and Standards for Nursery Plants*, published by the Florida Department of Agriculture and Consumer Services Division of Plant Industry. Trees shall be selected from the approved species listed in Tables X-1 or X-2 unless alternative planting material is authorized by the Community Development Director. No more than twenty-five (25) percent of new required trees shall be of a single species of tree or palms. Existing trees which are preserved and new trees which are provided in excess of the required number of trees shall not be subject to this limitation. Plant material should be selected based on its compatibility with current and anticipated site conditions. Priority should be given to native species.

### LEGEND:

Species: Includes the plant's Scientific Name followed by the Botanical Name.

Native: Classifies whether a tree or shrub is native to Pinellas County or North or Central Florida (YES) or is exotic (NO) meaning not native to North America.

Use: Describes whether a tree is a shade tree (ST) or an accent (A) tree. A shrub shall be considered a large shrub (LS) if it has a mature height of five (5) feet or greater. A shrub shall be considered a small screening shrub (S) if it has a mature height of less than five (5) feet.

Soil: Xeric (X) is characterized by soils with coarse texture such as sandy soils and soils with good drainage. Xeric soils are typically infertile. Mesic (M) soils are medium textured loamy soils with a mixture of sand, silt and clay particles. They have average fertility and drainage. Hydric (H) soils are dominated by fine-textured clay particles, have poor drainage (retain water) and high fertility. It is important to match the tree to its soil type.

Drought: Drought refers to a tree's ability to survive drought periods. A tree with a high drought tolerance can survive extended drought periods. However, even the most drought tolerant plants should receive irrigation in urban areas.

pH: Soil pH is a measure of a soil's acidity (AC) or alkalinity (AL). The pH scale ranges from 0—14 with 7.0 being neutral and measurements below 7.0 acidic soil and above 7.0 alkaline. Most trees prefer acidic soils but some grow well in soils that are slightly alkaline (SA).



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 Light: Light describes a tree's light needs. Some trees prefer full sun and will only flower in full sun (SUN) while other trees either need partial shade (PS) or full shade (SH).  
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Salt: Salt refers to a tree's ability to withstand aerosol salt spray. Some trees grow in areas of direct salt spray while other trees can only tolerate minimal salt in the air.

EXPAND

**TABLE X-1: APPROVED SPECIES LIST FOR SHADE AND ACCENT TREES**

\* Indicates Protected Tree under [Section 153.00](#) et seq.

| Scientific Name                   | Botanical Name                     | Native | Use | Soil | Drought | pH        | Light  | Salt |
|-----------------------------------|------------------------------------|--------|-----|------|---------|-----------|--------|------|
| <i>Acacia farnesiana</i>          | Sweet Acacia,<br>Huisache          | YES    | A   | X-M  | HIGH    | AC-<br>AL | SUN    | MOD  |
| <i>Acer rubrum</i> *              | Red Maple*                         | YES    | ST  | M-H  | MOD     | AC        | SUN/PS | LOW  |
| <i>Callistemon<br/>citrinus</i>   | Bottlebrush, Red<br>Bottlebrush    | NP     | A   | X-M  | HIGH    | AC-<br>AL | SUN    | MOD  |
| <i>Callistemon<br/>viminalis</i>  | Weeping<br>Bottlebrush             | NO     | A   | X-M  | MOD     | AC-<br>SA | SUN    | MOD  |
| <i>Carya glabra</i> *             | Pignut Hickory*                    | YES    | ST  | X-M  | HIGH    | AC-<br>SA | SUN/PS | MOD  |
| <i>Carya illinoensis</i> *        | Pecan*                             | YES    | ST  | X-M  | HIGH    | AC-<br>AL | SUN/PS | LOW  |
| <i>Celtis laevigata</i> *         | Sugarberry*                        | YES    | ST  | M-H  | HIGH    | AC-<br>AL | SUN/PS | HIGH |
| <i>Diospyros<br/>virginiana</i> * | Persimmon,<br>Common<br>Persimmon* | YES    | ST  | M    | HIGH    | AC-<br>AL | SUN/PS | HIGH |
| <i>Elaeocarpus<br/>decipiens</i>  | Japanese<br>Blueberry              | No     | A   | All  | Mod     | AC-<br>AL | SN-PS  | Unk. |

# Safety: Approved Species List for Shade and Accent Trees

Indicates Protected Tree under [Section 153.00](#) et seq.

| Scientific Name                                                   | Botanical Name                                           | Native | Use  | Soil | Drought | pH    | Light     | Salt |
|-------------------------------------------------------------------|----------------------------------------------------------|--------|------|------|---------|-------|-----------|------|
| <i>Eriobotrya japonica</i>                                        | Loquat                                                   | NO     | ST   | X-M  | MOD     | AC-AL | SUN/PS    | MOD  |
| <i>Ilex cassine</i> *                                             | Dahoon Holly*                                            | YES    | ST   | M-H  | MOD     | AC-SA | SUN/PS/SH | MOD  |
| <i>Ilex cornuta</i><br>"Burfordii"                                | Burford Holly                                            | NO     | A    | M    | HIGH    | AC-AL | SUN/PS    | MOD  |
| <i>Ilex opaca</i> *                                               | American Holly*                                          | YES    | ST   | M    | HIGH    | AC-SA | SUN/P/SHS | HIGH |
| <i>Ilex vomitoria</i><br>Cultivars                                | Yaupon Holly,<br>Tree Yaupon,<br>Weeping Yaupon<br>Holly | YES    | A    | X-M  | HIGH    | AC-AL | SUN/PS/SH | HIGH |
| <i>Juniperus silicicola</i><br>or <i>virginiana</i><br>Cultivars* | Southern<br>Redcedar,<br>Eastern<br>Redcedar*            | YES    | ST-A | X-M  | HIGH    | AC-AL | SUN/PS    | HIGH |
| <i>Lagerstroemia indica</i> Cultivars                             | Crape Myrtle                                             | No     | A    | X-M  | HIGH    | AC-AL | SUN       | MOD  |
| <i>Ligustrum japonicum</i>                                        | Japanese Privet,<br>Wax Privet, Wax-<br>Leaf Privet      | NO     | A    | X-M  | HIGH    | AC-SA | SUN/PS    | MOD  |
| <i>Liquidambar styraciflua</i> *                                  | Sweetgum*                                                | YES    | ST   | M-H  | MOD     | AC-SA | SUN/PS    | MOD  |

# Society: APPROVED SPECIES LIST FOR SHADE AND ACCENT TREES

Indicates Potential Tree under [Section 153.00](#) et seq.

| Scientific Name                           | Botanical Name                        | Native | Use  | Soil | Drought | pH    | Light  | Salt |
|-------------------------------------------|---------------------------------------|--------|------|------|---------|-------|--------|------|
| <i>Magnolia grandiflora</i><br>Cultivars* | Southern Magnolia,<br>Magnolia*       | YES    | ST-A | X-M  | MOD     | AC-SA | SUN/PS | HIGH |
| <i>Magnolia virginiana</i> *              | Sweetbay,<br>Swamp Magnolia*          | YES    | ST   | H    | LOW     | AC    | SUN/PS | LOW  |
| <i>Myrica cerifera</i>                    | Wax Myrtle                            | YES    | A    | X-M  | MOD     | AC-AL | SUN/PS | HIGH |
| <i>Nerium oleander</i><br>Cultivars       | Oleander                              | NO     | A    | X-M  | HIGH    | AC-AL | SUN/PS | MOD  |
| <i>Nyssa sylvatica</i> *                  | Blackgum, Black Tupelo*               | YES    | ST   | M-H  | HIG     | AC    | SUN/PS | MOD  |
| <i>Peltophorum pterocarpum</i>            | Yellow Poinciana                      | NO     | ST   | M    | HIGH    | AC-AL | SUN    | LOW  |
| <i>Pinus elliotii</i> *                   | Slash Pine*                           | YES    | ST   | X-M  | HIGH    | AC-SA | SUN/PS | HIGH |
| <i>Pinus palustris</i> *                  | Longleaf Pine*                        | YES    | ST   | X-M  | HIGH    | AC-SA | SUN    | HIGH |
| <i>Pinus taeda</i> *                      | Loblolly Pine*                        | YES    | ST   | M    | MOD     | AC    | SUN    | MOD  |
| <i>Platanus occidentalis</i> *            | Sycamore*                             | YES    | ST   | M-H  | MOD     | AC-AL | SUN    | MOD  |
| <i>Podocarpus macrophyllus</i>            | Podocarpus Tree,<br>Yew, Japanese Yew | NO     | A    | X-M  | HIGH    | AC-AL | SUN/PS | HIGH |

# Safety: APPROVED SPECIES LIST FOR SHADE AND ACCENT TREES

Indicates Protected Tree under [Section 153.00](#) et seq.

| Scientific Name                         | Botanical Name                      | Native | Use | Soil | Drought | pH    | Light  | Salt |
|-----------------------------------------|-------------------------------------|--------|-----|------|---------|-------|--------|------|
| <i>Prunus angustifolia</i>              | Chickasaw Plum                      | YES    | A   | X-M  | HIGH    | AC-AL | SUN/PS | LOW  |
| <i>Prunus caroliniana</i>               | Cherry Laurel                       | YES    | A   | X-M  | HIGH    | AC-SA | SUN/PS | MOD  |
| <i>Quercus geminata</i>                 | Sand Live Oak                       | YES    | ST  | X-M  | HIGH    | AC    | FS/PS  | LOW  |
| <i>Quercus laurifolia</i>               | Laurel Oak,<br>Diamond Leaf Oak     | YES    | ST  | M-H  | MOD     | AC-SA | FS/PS  | LOW  |
| <i>Quercus laevis</i>                   | Turkey Oak                          | YES    | ST  | X    | HIGH    | AC    | FS     | LOW  |
| <i>Quercus nigra</i>                    | Water Oak                           | YES    | ST  | M-H  | MOD     | AC-SA | SUN/PS | LOW  |
| <i>Quercus virginiana</i><br>Cultivars* | Live Oak*                           | YES    | ST  | X-M  | HIGH    | AC-AL | SUN/PS | HIGH |
| <i>Raphiolepis umbellata</i>            | Round-Leaf Hawthorn, Yedda Hawthorn | NO     | A   | X-M  | MOD     | AC-AL | SUN/PS | MOD  |
| <i>Taxodium ascendens</i> *             | Pond Cypress*                       | YES    | ST  | H    | HIGH    | AC-SA | SUN/PS | MOD  |
| <i>Taxodium distichum</i> *             | Bladcypress*                        | YES    | ST  | M-H  | MOD     | AC-SA | SUN/PS | MOD  |
| <i>Ulmus alata</i>                      | Winged Elm                          | YES    | ST  | M-H  | HIGH    | AC-AL | SUN/PS | MOD  |

## Safety Harbor, FL TABLE X-1: APPROVED SPECIES LIST FOR SHADE AND ACCENT TREES

Indicates Protected Tree under [Section 153.00](#) et seq.

| Scientific Name                       | Botanical Name                 | Native | Use | Soil | Drought | pH    | Light  | Salt |
|---------------------------------------|--------------------------------|--------|-----|------|---------|-------|--------|------|
| <i>Ulmus Americana*</i>               | American Elm*                  | YES    | ST  | M-H  | HIGH    | AC-AL | SUN/PS | MOD  |
| <i>Ulmus Americana var. floridana</i> | Florida Elm                    | YES    | ST  | M-H  | MOD     | AC-AL | SUN/PS | MOD  |
| <i>Ulmus parvifolia</i><br>Cultivars  | Chinese Elm                    | NO     | ST  | X-M  | HIGH    | AC-AL | SUN/PS | MOD  |
| <i>Viburnum obovatum</i>              | Walter's Viburnum,<br>Blackhaw | YES    | A   | M    | HIGH    | AC-AL | PS     | LOW  |

 EXPAND

## TABLE X-2: APPROVED SPECIES LIST FOR PALM TREES

| Scientific Name               | Botanical Name | Native | Use | Soil | Drought | pH    | Light  | Salt |
|-------------------------------|----------------|--------|-----|------|---------|-------|--------|------|
| <i>Acoelorrhaphe wrightii</i> | Paurotis Palm  | NO     | A   | M-H  | MOD     | AC-SA | SUN/PS | LOW  |
| <i>Bismarckia nobilis</i>     | Bismarck Palm  | NO     | A   | M    | HIGH    | AC-SA | SUN/PS | MOD  |
| <i>Butia capitata</i>         | Pindo Palm     | NO     | A   | X-M  | HIGH    | AC-SA | SUN/PS | HIGH |

## Safety: Approved Species List for Palm Trees

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| Scientific Name                   | Botanical Name                                          | Native | Use | Soil | Drought | pH        | Light     | Salt |
|-----------------------------------|---------------------------------------------------------|--------|-----|------|---------|-----------|-----------|------|
| <i>Chrysalidocarpus lutescens</i> | Areca Palm,<br>Yellow Butterfly<br>Palm, Bamboo<br>Palm | NO     | A   | M-H  | MOD     | AC-<br>SA | SUN/PS/SH | MOD  |
| <i>Livistona chinensis</i>        | Chinese Fan<br>Palm, Fountain<br>Palm                   | NO     | A   | X-M  | HIGH    | AC-<br>AL | SUN/PS    | MOD  |
| <i>Phoenix canariensis</i>        | Canary Island<br>Date Palm                              | NO     | A   | X-M  | HIGH    | AC-<br>SA | SUN       | MOD  |
| <i>Phoenix dactylifera</i>        | Date Palm                                               | NO     | A   | X-M  | HIGH    | AC-<br>SA | SUN       | HIGH |
| <i>Phoenix reclinata</i>          | Senegal Date<br>Palm                                    | NO     | A   | X-M  | MOD     | AC-<br>AL | SUN/PS    | MOD  |
| <i>Phoenix robellini</i>          | Pygmy Date<br>Palm                                      | NO     | A   | X-M  | MOD     | AC-<br>SA | SUN/PS    | LOW  |
| <i>Sabal palmetto</i>             | Sabal Palm,<br>Cabbage Palm                             | YES    | A   | X-H  | HIGH    | AC-<br>AL | SUN/PS/SH | HIGH |

(B) Trees shall be separated from buildings, overhead utility lines, and sidewalks as follows:

(1) *Shade Trees.*

- (a) The main trunks of new shade trees shall be set back at least twenty (20) feet from overhead utility lines and buildings.
- (b) The main trunks of new shade trees shall be set back at least five (5) feet from the nearest edge of an existing sidewalk.
- (c) New paving shall be setback a minimum of ten (10) feet from the main trunk of existing shade trees that are retained.

(2)

**Accent Trees.** The main trunks of new accent trees shall be set back ten (10) feet from buildings.

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**(3) Palms.** The trunks of palms with small crowns, having a crown diameter of 12 feet or less, shall be set back at least five (5) feet from overhead utility lines and buildings. The trunks of palms with large spreading crowns, having a crown diameter of greater than 12 feet, shall be set back at least fifteen (15) feet from overhead utility lines and buildings, as approved by the City.

- (C) All shrubs shall be Florida #1 grade or better. Hedges, where required, shall form a continuous, unbroken, solid visual screen within one (1) year of planting, being maintained thereafter to specification. Shrubs shall be selected from the approved species listed in Table X-3 unless alternative planting material is authorized by the Community Development Director.

 EXPAND

| TABLE X-3: APPROVED SPECIES LIST FOR SHRUBS |                                  |        |     |      |         |       |        |      |
|---------------------------------------------|----------------------------------|--------|-----|------|---------|-------|--------|------|
| Scientific Name                             | Botanical Name                   | Native | Use | Soil | Drought | pH    | Light  | Salt |
| <i>Buxus microphylla</i>                    | Boxwood                          | NO     | S   | X-M  | MOD     | AC-SA | SUN/PS | LOW  |
| <i>Camellia japonica</i>                    | Camellia                         | NO     | LS  | M    | MOD     | AC-SA | PS     | LOW  |
| <i>Carissa grandiflora</i>                  | Natal Plum,<br>Common Carissa    | NO     | LS  | X-M  | HIGH    | AC-AL | PS     | HIGH |
| <i>Carissa macrocarpa</i>                   | Dwarf Natal Plum                 | NO     | S   | X-M  | HIGH    | AC-AL | PS     | HIGH |
| <i>Coccoloba uvifera</i>                    | Seagrape                         | YES    | LS  | X-M  | HIGH    | AC-AL | SUN/PS | HIGH |
| <i>Elaeagnus pungens</i>                    | Silverthorn,<br>Thorny Elaeagnus | NO     | LS  | X-M  | HIGH    | AC-AL | SUN/PS | HIGH |

# Society: APPROVED SPECIES LIST FOR SHRUBS

 Municode Codification

| Scientific Name                         | Botanical Name                                                         | Native | Use  | Soil | Drought | pH    | Light  | Salt    |
|-----------------------------------------|------------------------------------------------------------------------|--------|------|------|---------|-------|--------|---------|
| <i>Feijoa sellowiana</i>                | Feijoa, Pineapple Guava                                                | NO     | LS   | X-M  | HIGH    | AC-SA | SUN/PS | HIGH    |
| <i>Forestiera segregata</i>             | Florida Privet, Ink Bush                                               | YES    | LS   | M    | HIGH    | AC-AL | SUN/PS | MOD     |
| <i>Hamelia patens</i>                   | Firebush, Scarletbush                                                  | YES    | LS   | X-M  | MOD     | AC-AL | SUN/SH | LOW     |
| <i>Hibiscus rosa-sinensis</i> Cultivars | Chinese Hibiscus, Hibiscus, Tropical Hibiscus                          | NO     | LS   | M    | MOD     | AC-SA | PS     | LOW     |
| <i>Ilex cornuta</i> Cultivars           | Chinese Holly, Burford Holly, Carissa Holly, Dwarf Chinese Holly, etc. | NO     | LS-S | X-H  | MOD     | AC-SA | SUN/PS | MOD/LOW |
| <i>Ilex vomitoria</i> Cultivaris        | Yaupon Holly, Dwarf Yaupon                                             | YES    | LS-S | X-M  | HIGH    | AC-SA | SUN/PS | HIGH    |
| <i>Illicium floridanum</i>              | Red Anise, Florida Anise                                               | YES    | LS   | M    | MOD     | AC-SA | PS/SH  | LOW     |
| <i>Illicium parviflorum</i>             | Yellow Anise, Florida Anise                                            | YES    | LS   | M    | MOD     | AC-SA | PS/SH  | LOW     |
| <i>Ixora coccinea</i>                   | Ixora                                                                  | NO     | LS   | X-M  | MOD     | AC-SA | SUN/PS | MOD     |
| <i>Jasminum multiflorum</i>             | Downy Jasmine, Star Jasmine                                            | NO     | LS   | X-M  | MOD     | AC-AL | SUN/PS | LOW     |



# Safety: Approved, FLE Species List for Shrubs

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| Scientific Name                         | Botanical Name                                                                                          | Native | Use  | Soil | Drought | pH        | Light  | Salt     |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------|--------|------|------|---------|-----------|--------|----------|
| <i>Juniperus chinensis</i><br>Cultivars | Torulosa<br>Juniper, Blue<br>Vase Juniper,<br>Parsonii Juniper,<br>etc.                                 | NO     | LS-S | X-M  | HIGH    | AC-<br>AL | SUN/PS | HIGH/MOD |
| <i>Ligustrum japonica</i>               | Japanese Privet,<br>Wax Privet, Wax-<br>Leaf Privet                                                     | NO     | LS   | X-M  | HIGH    | AC-<br>SA | SUN/PS | MOD      |
| <i>Nandina domestica</i><br>Cultivars   | Heavenly<br>Bamboo, Scared<br>Bamboo                                                                    | NO     | S    | M    | MOD     | AC-<br>SA | SUN/PS | LOW      |
| <i>Nerium oleander</i><br>Cultivars     | Oleander, Dwarf<br>Oleander                                                                             | NO     | LS-S | X-M  | HIGH    | AC-<br>AL | SUN/PS | MOD      |
| <i>Philodendron selloum</i>             | Selloum                                                                                                 | NO     | LS   | M    | MOD     | AC-<br>SA | PS/SH  | LOW      |
| <i>Philodendron x</i>                   | "Xanadu"                                                                                                | NO     | S    | M    | MOD     | AC-<br>SA | SH     | LOW      |
| <i>Pittosporum tobira</i> Cultivars     | Pittosporum,<br>Japanese<br>Pittosporum,<br>Varigated<br>Pittosporum,<br>Wheeler's Dwarf<br>Pittosporum | NO     | LS-S | X-M  | HIGH    | AC-<br>AL | PS     | MOD      |
| <i>Plumbago auriculata</i>              | Plumbago, Sky<br>Flower, Cape<br>Plumbago                                                               | NO     | LS   | X-M  | MOD     | AC-<br>SA | SUN/PS | LOW      |

## Society: APPROVED SPECIES LIST FOR SHRUBS

 Municode Codification

| Scientific Name                 | Botanical Name                          | Native | Use | Soil | Drought | pH        | Light  | Salt |
|---------------------------------|-----------------------------------------|--------|-----|------|---------|-----------|--------|------|
| <i>Podocarpus macrophyllus</i>  | Podocarpus,<br>Yew, Japanese<br>Yew     | NO     | LS  | X-M  | HIGH    | AC-<br>AL | SUN/PS | HIGH |
| <i>Raphiolepis indica</i>       | Indian Hawthorn                         | NO     | S   | X-M  | HIGH    | AC-<br>AL | PS     | MOD  |
| <i>Russelia equisetiformis</i>  | Firecracker Plant                       | NO     | S   | X-M  | HIGH    | AC-<br>AL | SUN    | HIGH |
| <i>Schefflera Arboricola</i>    | Schefflera,<br>Dwarf Schefflera         | NO     | S   | X-M  | HIGH    | AC-<br>SA | SUN/PS | MOD  |
| <i>Serenoa repens</i>           | Saw Palmetto,<br>Silver Saw<br>Palmetto | YES    | LS  | X-M  | HIGH    | AC-<br>AL | SUN/PS | HIGH |
| <i>Ternstroemia gymnanthera</i> | Cleyera,<br>Japanese<br>Ternstroemia    | NO     | LS  | X-M  | MOD     | AC-<br>SA | PS/SH  | LOW  |
| <i>Viburnum odoratissimum</i>   | Sweet Viburnum                          | NO     | LS  | X-M  | HIGH    | AC-<br>AL | SUN/PS | LOW  |
| <i>Viburnum suspensum</i>       | Sandankwa<br>Viburnum                   | NO     | LS  | M    | LOW     | AC-<br>AL | PS     | LOW  |
| <i>Zamia Floridana</i>          | Coonite                                 | YES    | S   | X-M  | HIGH    | AC-<br>AL | PS     | HIGH |

(D) All screening material shall have a minimum height of thirty-four inches (34") with a seven (7) gallon container upon planting, being Florida #1 grade or better. The material shall form a continuous, unbroken, solid visual screen within one (1) year of planting, being maintained

- (E) Ground covers shall achieve one hundred (100) percent coverage within twelve (12) months of installation.

(Ord. No. 2015-04, § 3, 3-16-2015; Ord. No. 2021-18, § 6, 12-20-2021)

**154.03 Minimum tree requirements.**

- (A) In residential, commercial or industrial areas, the standards in this section shall be met prior to the issuance of a Certificate of Occupancy for new construction and prior to the approval of a final inspection for any property improvement that requires a site plan amendment in excess of 50 percent of the property's value as shown on the records of the property appraiser.
- (B) A minimum number of shade trees shall be required based on development type and area. The minimum number of shade trees shall be as shown below, unless a greater number of trees are required to meet the screening, off-street vehicle use area landscaping or other landscaping requirements in other sections of the code. Within the Community Redevelopment District (CRD) except the Traditional Neighborhood Development-1 and Traditional Neighborhood-2 districts, should site conditions or spatial requirements for shade trees conflict, the minimum number of shade trees may be substituted at a ratio of 3:1 with accent trees, approved native palm trees, or another comparable native landscaping plan approved by the Community Development Director.


EXPAND

| Development Type                                 | Number of Shade Trees per Lot or Development |
|--------------------------------------------------|----------------------------------------------|
| Single-Family                                    |                                              |
| >1 acre (43,560 sq. ft.)                         | 6 per gross acre                             |
| >¾ acre (32,760 sq. ft.)—1 acre (43,560 sq. ft.) | 5                                            |
| >½ acre (21,780 sq. ft.)—¾ acre (32,760 sq. ft.) | 4                                            |
| >¼ acre (10,890 sq. ft.)—½ acre (21,780 sq. ft.) | 3                                            |

|                                                                                                                                     |                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Safety Harbor, FL</b><br> Municode Codification | <b>Number of Shade<br/>Trees per Lot or<br/>Development</b> |
| >5,000—10,890 sq. ft.                                                                                                               | 2                                                           |
| 5,000 sq. ft. or less                                                                                                               | 1                                                           |
| All other development                                                                                                               | 6 per gross acre*                                           |

\* If the site is less than an acre, the minimum tree requirement will be proportionate to the site acreage.

- (C) Unless otherwise specifically stated elsewhere in this Code, any healthy Protected Tree left in good growing condition on the site may be counted toward these minimum numbers.
- (D) On a lot or property which contains an approved retention/detention pond, the requirements of this section shall be lessened by the area of such pond to be measured from the top of the bank.
- (E) Unless City Staff recommends otherwise based on proximity of a proposed tree to overhead power lines or other obstructions, all required trees will be of the shade/canopy type and will in accordance with the standards and specifications of Section 154.02(A).
- (F) The minimum tree planting requirements set forth in this section shall be integrated with the requirements of Section 153.07.
- (G) The requirements of this section shall be further lessened at the direction of the Community Development Director where public easements are incorporated into a private parcel of land.

(Ord. No. 2015-04, § 4, 3-16-2015; Ord. No. 2016-10, § 2, 6-6-2016)

#### **154.04 Parking lot landscaping.**

- (A) *[Visual relief required.]* Parking lot landscaping is required to provide visual relief from building mass and paved areas; eliminate or minimize potential nuisances such as dirt, litter, noise, and glare; reduce adverse impacts of noise, odor, or danger from fires; and to assist in reducing air pollution hazards. The provisions of this Section shall apply to an off-street parking area or other vehicular use area for which site plan approval is required.
- (B) *Perimeter Landscaping.* On any parcel providing an off-street parking area or other vehicular use area, the following perimeter landscaping is required:
  - (1) A minimum five-foot wide landscape buffer strip shall be provided with an average buffer width as follows:

|  Municode Codification<br>REQUIRED BUFFER STRIP | AVERAGE WIDTH IN<br>FEET <sup>(1)</sup> |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Adjacent to Public Right-of-Way:                                                                                                 |                                         |
| Alley or local street                                                                                                            | 5                                       |
| Collector street or minor arterial roadway                                                                                       | 10                                      |
| Major arterial roadway                                                                                                           | 15                                      |
| Designated scenic/noncommercial corridor                                                                                         | 20                                      |
| Adjacent to interior property line                                                                                               | 5                                       |
| Adjacent to property zoned or currently used primarily for residential or institutional purpose <sup>(2)</sup>                   | 10                                      |

<sup>(1)</sup> To be measured as the distance between the nearest boundary of the abutting right-of-way and the off-street parking area in the front and measured at right angles to the interior property lines. A reduction in buffer strip width of up to 50 percent may be permitted by the City Commission where there is a landscaped parkway of no less than ten (10) feet between a sidewalk and the curb or edge of pavement or the subject of the site plan application involves the adaptive re-use of an existing building with a legal nonconforming parking area.

<sup>(2)</sup> The required ten-foot wide buffer strip may be reduced to five (5) feet in width when substituted by a six-foot high opaque, decorative fence, wall, or similar structure and planted with one shrub or vine every five (5) linear feet along with one (1) shade tree every twenty-five (25) linear feet or fraction thereof. If a wall is used, it must be constructed with a lintel on grade to protect the tree's root system and be set back a minimum of two (2) feet from the edge of any sidewalk. The remaining areas shall be surfaced with grass or other acceptable ground cover.

- (2) The landscape buffer strip shall contain a screening device of at least two (2) feet in height and no greater than three (3) feet in height along the entire length of the landscape buffer strip that is adjacent to a public right-of-way. For landscape buffer strips that abut a local or collector street, a continuous hedge using small shrubs placed no more than thirty (30) inches on center may be used as a screening device. For landscape buffer strips that abut a minor or major arterial roadway a frontage wall or landscape berm shall be used as a screening device along the entire buffer length exclusive of permitted driveways, pedestrian openings, or any significant natural feature to be retained. Frontage walls shall

be a minimum of two (2) feet from any sidewalk. Frontage walls shall be constructed of stone, brick, or stucco with a decorative finish and muted color that blends in with the landscape design.

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- (3) If a frontage wall is used, an average of one (1) shrub or vine shall be planted every five (5) feet, but such plants need not be spaced evenly five (5) feet apart. Such shrubs or vines shall be planted along the street side of such barrier unless they are of sufficient height at the time of planting to be readily visible over the top of such barrier.
  - (4) A landscape buffer strip that is adjacent to a public right-of-way shall contain one (1) shade tree for every forty (40) feet of frontage except for properties adjacent to a Scenic/Non-Commercial corridor where the standard shall be no less than one (1) shade tree for every thirty-five (35) feet of frontage. Shade trees shall be spaced at least thirty-five (35) feet on center from another shade tree. If the TRC determines that the required number of shade trees cannot be accommodated because of an existing or potential future growth conflict, the applicant may substitute three accent trees or palm trees for every shade tree that is required.
  - (5) The minimum number of trees in required landscape buffer strips adjacent to an interior property line shall be one (1) Protected Tree for each fifty (50) linear feet or fraction thereof or one (1) accent tree for each fifteen (15) linear feet or fraction thereof.
  - (6) Where a new parking lot abuts land zoned or used for residential or institutional purposes, the screening requirements listed under Section 154.04 shall apply.
  - (7) The remainder of the required landscape area shall be landscaped with grass, ground cover, or other approved landscape treatment.
  - (8) A maximum of twenty-five (25) percent of the width of a required buffer may be used for stormwater retention/detention provided the required composition of the buffer is maintained.
- (C) *[New parking lots.]* New parking lots containing ten (10) or more spaces shall be designed in such a manner as to divide and break up the expanse of paving at strategic points to guide traffic flow and direction as follows:
- (1) *Terminal Islands.* Each row of parking spaces shall end in a terminal landscaped island that measures a minimum of eight (8) feet in width from back of curb to back of curb, and spans the length of the adjacent parking space.
  - (2) *Interior Islands.* An interior island measuring at least eight (8) feet in width from back of curb to back of curb and spanning the entire length of the adjacent parking space shall be provided for each ten (10) parking spaces. The required area of interior islands may be added to terminal islands or combined with other interior islands to form larger planting areas.
  - (3)

**Divider Medians.** If a surface parking lot contains more than fifty (50) spaces, a continuous landscaped divider median no less than ten (10) feet in width from back of curb to back of curb shall be provided between every other row of abutting rows of parking spaces. The required square footage of divider medians can be combined with other required parking lot landscaped areas in lieu of providing a divider median.

(4) *Required Landscaping.* Parking lots shall be landscaped according to the following standards:

- (a) At least fifty (50) percent of the total required on-site parking spaces shall be located within fifty (50) feet from the trunk of a shade tree. Each island or divider median, if applicable, shall contain at least one (1) shade tree or two (2) accent trees.
- (b) All landscape islands shall have one-hundred (100) percent coverage with shrubs planted with a maximum spacing of three (3) feet on center or a ground cover with a maximum spacing of one (1) foot on center, excluding turf, that have a maximum height of three (3) feet for driver visibility except that divider medians may be interrupted by brick or paver block walkways if needed to provide safe pedestrian access.
- (c) All required landscape areas shall be protected by the use of curbing or wheel stops. Curbing or wheel stops shall be located a minimum of two (2) feet from a tree, shrub or vine.
- (d) The TRC may require the installation of turf blocks or other preservation measures where necessary to protect the critical root zone of an existing tree.

(Ord. No. 2015-04, § 4, 3-16-2015; Ord. No. 2019-20, § 5, 1-21-2020)

#### **154.05 Screening.**

- (A) All uses shall provide screening between potentially incompatible uses in accordance with the requirements of this Section.
- (B) Screening for the length of the development area along the perimeter property lines shall be provided under the following circumstances:
  - (1) Commercial and Community Service uses shall screen against the following zoned or used land:
    - (a) Residential.
    - (b) Office.
    - (c) Institutional.
  - (2) Institutional, Multifamily, and Mobile Home Park uses shall screen against the following zoned or used land:
    - (a) Residential except multifamily, mobile home and recreational vehicle.



(d) Industrial.

(3) Industrial uses shall screen against the following zoned or used land:

(a) Residential.

(b) Office.

(c) Institutional.

(d) Commercial.

(e) Community Service.

(C) Screening shall consist of one or a combination of the following:

(1) A minimum eight-foot wide buffer strip planted with one (1) Protected Tree every twenty-five (25) feet and a continuous screen maintained at a minimum height of between four (4) and six (6) feet above grade. The required screen shall be spaced at five (5) feet on center. The remaining areas shall be surfaced with grass, ground cover, or with at least two (2) inches of wood chips or bark;

(2) A minimum three-foot wide buffer erected with a minimum six-foot high, opaque, decorative fence wall or similar structure planted with one shrub or vine every fifteen (15) linear feet along with one (1) tree every fifty (50) linear feet. The remaining areas shall be surfaced with grass, ground cover, or with at least two (2) inches of wood chips or bark;

(3) A minimum four-foot high berm with a slope not exceeding thirty (30) degrees planted with trees, shrubs and ground cover;

(4) A minimum 15-foot wide natural area left completely undisturbed. The existing natural vegetation shall be sufficient to provide at least eighty (80%) percent opaqueness between two (2) and six (6) feet above grade;

(5) A vegetated wetland which straddles property lines may be utilized to satisfy the screening requirement provided it is left completely undisturbed;

(D) Screening shall not be required which conflicts with fence height limitations or required visibility triangles.

(Ord. No. 2015-04, § 4, 3-16-2015)

#### **154.06 Open spaces and preservation of native vegetation.**

(A) All open spaces and drainage areas shall be stabilized in order to prevent erosion, sand infiltration into the public drainage system, and to permit water to permeate into the ground.

(B)



Large open spaces shall be left in a natural state, including ground cover and understory, where determined feasible by the City. The following upland communities, even when small in terms of area, are significant in terms of wildlife habitat and shall be preserved in an internal state when encroachment by developed areas can be avoided:

- (1) Longleaf Pine/Xeric Oak.
  - (2) Sand Pine.
  - (3) Pine/Mesic Oak.
  - (4) Xeric Oak.
  - (5) Oak/Pine/Hickory.
  - (6) Temperate Hardwood.
- (C) The following techniques can be required in the preservation of trees and other native vegetation:
- (1) The installation of drain tiles.
  - (2) Dry well construction.
  - (3) Terracing.
  - (4) Retaining walls.
  - (5) A reduction in grade change.
  - (6) Shallow excavation and fill.
  - (7) Tunneling as opposed to trenching.
  - (8) The removal of exotic and nuisance species of vegetation.
- (D) Natural areas shall be protected during construction by silt barriers, solid or ribboned barricades (2" x 2" stakes 3 feet high placed 4 feet apart), or other appropriate measures; and shall remain in a natural state upon completion of construction.

(Ord. No. 2015-04, § 4, 3-16-2015)

**154.07 Water conservation techniques.**

- (A) The purpose of this Section is to address water conservation. A water conservation landscape will help implement the following objectives:
- (1) Promote water-efficient landscaping; and
  - (2) Proactively reduce water usage; and
  - (3) Increase irrigation efficiency; and
  - (4) Educate the public in the need for and benefits of a water-efficient landscape; and
  - (5) Preserve existing plant communities.
- (B) Definitions for Section 154.07.

- (1) *Automatic controller*: A mechanical or electronic timer, capable of operating valve stations to set the days and length of time of a water application.
  - (2) *Emitter*: The drip irrigation fittings that deliver water slowly from the system to the soil.
  - (3) *Ground cover*: Plants, other than turfgrass, normally reaching an average maximum height of not more than twenty-four (24) inches in maturity.
  - (4) *Infiltration rate*: The rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).
  - (5) *Irrigation system*: A permanent, artificial watering system designed to transport and distribute water to plants.
  - (6) *Mulch*: Nonliving organic and synthetic materials customarily used in landscape design to retard erosion and retain moisture.
  - (7) *Pervious paving materials*: A porous asphaltic or concrete surface and a high-void aggregate base which allows for rapid infiltration and temporary storage of rain on, or runoff delivered to, paved surfaces.
  - (8) *Rain sensor equipment*: A low voltage electrical component placed in the circuitry of an automatic lawn irrigation system which is designed to turn off a sprinkler controller when it rains enough to meet the needs of the landscape.
  - (9) *Site specific plant*: A selection of plant material that is particularly well suited to withstand the physical growing conditions that are normal for that location.
  - (10) *Soil texture*: The classification of soil based on the percentage of sand, silt, and clay in the soil.
  - (11) *Turf*: Continuous plant coverage consisting of grass species suited to growth in Pinellas County.
  - (12) *Vegetation, native*: Any plant species with a geographic distribution indigenous to all, or part, of the State of Florida.
- (C) The following activities shall be exempt from the terms of this Section:
- (1) Sites that compute an area less than a 1,000 square foot area for water conserving planting;
  - (2) One-family and two-family dwellings.
- (D) The following water conservation techniques shall be utilized in the implementation of the landscape requirements of Sections [154.00](#) through 154.07 in order to conserve water:
- (1) A soil analysis shall be used to provide information that will enable proper plant selection. This analysis shall indicate soil texture, approximate soil infiltration rate, percentage of organic matter, measurement of pH, and total soluble salts. The local County Extension Service should be consulted;

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- (2) Areas of native vegetation shall be preserved;
- (3) Plants with similar water and cultural (soil, climate, sun, and light) characteristics shall be grouped together and irrigated separately based upon their water requirements. Site specific plants shall be utilized as landscape species;
- (4) The landscape plan shall indicate the various water usage zones based upon the following water requirements:
  - (a) HIGH - plants associated with moist soils and require supplemental water in addition to natural rainfall to survive;
  - (b) MODERATE - plants which survive on natural rainfall with supplemental water during seasonal dry periods;
  - (c) LOW - plants which survive on natural rainfall.
- (5) The irrigation system shall be designed to correlate to the organization of plants into the various water requirement zones;
- (6) Moisture/rain sensor and/or rain shut-off switch equipment shall be required on all automatic irrigation systems;
- (7) The use of low volume, emitter, or target irrigation is recommended for trees, shrubs and groundcovers;
- (8) Turf areas shall be irrigated on separate irrigation zones from tree, shrub, and groundcover beds;
- (9) The use of freeze and drought tolerant plant species shall be utilized most frequently;
- (10) Turf areas shall be consolidated and limited to those areas on the site that receive pedestrian traffic, provide for recreational use, provide soil erosion control, and where used as a design unifier;
- (11) Mulches shall be used to retain moisture, reduce weed growth, and prevent erosion. Mulch can also be used where conditions are not adequate or conducive for growing quality turf or groundcovers;
- (12) Landscaping shall be watered and fertilized only as needed, and excessive watering shall be avoided;
- (13) Irrigation shall occur in accordance with all applicable water restrictions, including but not limited to restrictions imposed by Pinellas County or the Southwest Florida Water Management District;
- (14) Shrubs shall be pruned to the intended height;
- (15) An irrigation system with an automatic controller shall be required except that low water use zones may be permitted to provide a readily available water supply within fifty (50) feet;

Landscaping shall be watered and fertilized only as needed, and excessive watering shall be avoided;

- (13) Irrigation shall occur in accordance with all applicable water restrictions, including but not limited to restrictions imposed by Pinellas County or the Southwest Florida Water Management District;
  - (14) Shrubs shall be pruned to the intended height;
  - (15) An irrigation system with an automatic controller shall be required except that low water use zones may be permitted to provide a readily available water supply within fifty (50) feet;
  - (16) The use of pervious paving materials shall be considered where appropriate;
  - (17) Berm designs shall incorporate the use of a concave top where landscaping is used;
  - (18) A regular maintenance schedule shall be provided which includes checking, adjusting, and repairing irrigation equipment; resetting the automatic controller; aerating and dethatching turf areas; replenishing mulch; fertilizing; pruning and weeding in all landscape areas.
- (E) Prior to the issuance of a Certificate of Occupancy the landscape architect or other professional responsible for the landscaping plan shall conduct a field observation and provide the Building Official with a certificate of substantial completion/compliance.

(Ord. No. 2014-04, §§ 4, 5, 3-16-2015)

**154.08 Maintenance and enforcement.**

- (A) The property owner shall be solely responsible for the continued maintenance of all landscape areas in accordance with the approved plan so as to present a healthy, neat, and orderly appearance, and all landscaped areas are to be kept free from refuse and debris. For required landscape areas which die from lack of maintenance, disease or other natural occurrence, the City shall require re-landscaping. This shall be applicable to all required landscaping, whether installed under the terms of this Code or a previous ordinance. Failure to take such corrective action shall constitute a violation of this Code and may be enforced by any legal means available.
- (B) No Final Certificate of Occupancy shall be issued until all required landscaping is installed in accordance with the approved plan.

(Ord. No. 2014-04, § 4, 3-16-2015)

## Tree Ordinance General Observations

Staff have conducted a review of the Safety Harbor code and provides the following general observations with the section numbers as a reference to locate. Some of the summaries include a reference that a slide will be provided at the meeting:

1.) 153.05(C) - requires a trees survey for development with one of the requirements including the canopy drip line (helpful if you truly want to protect a tree - don't work within the drip line area of the tree - the City's current code doesn't require this and arborist will say protecting the dripline of a protected tree is essential to the preservation of the tree); 2.) Also a tree condition report is required for every tree surveyed (language is stronger);

3.) Sect also requires a statement as to why trees need to be removed versus just an inventory of the trees, size, type and condition - Agree that justification should be provided for the requested tree removal);

4.) 153.05 - Tree removal permit criteria (review this section - we will provide a slide summarizing this section) Good / clear submittal requirements, fees - different for residential versus non-residential; Arborist provides a tree condition rating as defined in this section of the code);

5.) 153.07 - Nice tree replacement ratio table including increasing rates (for larger trees - will do a slide summarizing) Tree removal permit only good for 3 months otherwise you have to reapply);

6.) Sect. 153.07 (D 1 - 8) provides tree replacement ratio based on DBH inch of protected tree removed or where a suitable location on subject site is not suitable a fee in lieu can be paid (See subsections 1 -8 in this section);

7.) Sect. 153.10 - & 153.16 - Pretty good enforcement section;

8.) Sect. 153.12 - Specific sect for grand trees and the arborist has to conduct a conditions score. Grand tree types are listed and a minimum trunk DBH of a minimum of 26". To be classified as a grand tree it must have a condition rating of 3.5 or greater and meet a point total that grand trees are scored by - summarized in this section (See Slide);

9.) Safety Harbor has a dedicated arborist whereas the Zephyrhills does not but we do have consultants that do have arborists on their team to perform reviews. There is also an increased mitigation / replacement ration for grand trees (Sect. 153.15 - Slide) 10.) Table X-1 - showing all the approved species list for shade and accent trees;

10.) Sect. 154.03 - Minimum tree planting table based on lot size / acreage. Table provides the number of shade trees required per lot based on the lot size and also a standard for all other types of development (maybe a little aggressive - see slide);

11.) Sect. 154.04 Simple to read Parking lot and required buffer strips along different types of roadways - See slide) 12.) Sect. 154.05 Screening between incompatible uses section - (Provides a nice alternative with different options on how screening can be achieved - see slide)

12.) Sect. 154.06 - Open space and preservation of native vegetation section is nice and specific techniques (D) are required for preservation of trees and native vegetation - See slide);

13.) 154.07 - Water conservation techniques - Good section to assist the Zephyrhills with our water shortages with water conservation landscape plan requirements;

14.) 154.08 - Maintenance and enforcement - I like this section: The property owner shall be solely responsible for the continued maintenance of all landscape areas in accordance with the approved plan so as to present a healthy, neat, and orderly appearance, and all landscaped areas are to be kept free from refuse and debris. For required landscape areas which die from lack of maintenance, disease or other natural occurrence, the City shall require re-landscaping. This shall be applicable to all required landscaping, whether installed under the terms of this Code or a previous ordinance. Failure to take such corrective action shall constitute a violation of this Code and may be enforced by any legal means available.

What they don't have is a section that dictates looking at number of trees per acre and they % allowed to be removed but I think this code covers the issue and maybe as we have become more of a built environment maybe that old table in current code isn't necessary??

Planning Commission Tree  
Ordinance Comments

We had a Planning Commission meeting on April 15<sup>th</sup> where we brought a discussion item: Tree / Landscape ordinance. I'll provide a recap of the meeting for you and then also some of the discussion points that came up. I began with an overview / synopsis and some background of some of the history on our Tree / Landscape Ordinance and some of the meetings along with some of the discussions that had been brought up about the code and specifically tree removal. I provided in the packets a copy of the City's code and a copy of the City of Safety Harbor Code. We explained that Staff had done an analysis / assessment of our code and then looked at other codes and talked with our consultants. In speaking with Tammy Vrana, who lives in Safety Harbor, she indicated that they had a good ordinance and had been tweaked over the past years. I got a copy of the ordinance and felt it was well done, easy to understand and is put together pretty well. There are certainly parts of our code that are well done and the same for Safety Harbor. In my agenda memo I also provided a list of general observations hi-lighting major parts of the Safety Harbor code that I liked.

We continued the discussion by going through the City's current code and discussing the details / standards and what we like and don't like along with some of the issues that have been brought up (ie the tree removal / % table) We then went through the Safety Harbor code and discussed the key elements of their code. The following is a summary list of discussion points brought up by the Planning Commission members:

- 1.) Discussion on exempt / evasive trees with a general recommendation that a developer / builder should be required to remove evasive trees from the area of development;
- 2.) Lengthy discussion on the City's water shortage issues and where we are at with the WUP permit with SWFWMD and the new water star ordinance. In this discussion we also brought up turf and how the City's current code only allows for Bahia sod in retention ponds and all other areas are required to have other turf that are traditionally "water thirsty" We discussed (and already have implemented (without codification) discussing with developers / builders using alternative turf like Bahia even in residential projects. The Planning Commission was very supportive of code amendments to help preserve water;

- 3.) Tree removal- lengthy discussion about comments raised on tree removal and promoting tree preservation. Discussed the existing ZHll tree removal table that allows %'s of tree to be removed based on the avg number of trees per acre. Planning Commission supportive of tree preservation and there was also a lot of discussion about also looking at every site holistically to assess how tree preservation should be accomplished. Continued discussion on this about quality of the tree versus numbers (ie if there is a water oak that is a good looking / established tree but 30 years old it near its' life cycle) and maybe that should be considered;
- 4.) Staff discussion on trees is being had at the pre-application stage and discussing the importance that the City has on carefully assessing trees and developing a plan to maximize tree preservation. Staff also suggested that the first step of developing a site with a survey is also a tree survey that can be presented / reviewed by Staff early on before any of the engineering occurs. The intent would be is to locate the quality trees on the property and develop a plan to maximize their protection and try and move the development away from the priority trees;
- 5.) Staff recommended and the Planning Commission agreed that maybe not on every project but when there are a significant number of trees on the property to have our own arborist (consultant) be involved early on and review the tree survey / proposed tree removal;
- 6.) Discussed the Safety Harbor tree removal that requires a tree conditions assessment (with a grade) that is provided for every tree in the arborist report that the Planning Commision liked;
- 7.) Planning Commision wants staff to investigate opportunities to strengthen the Code that would require property owners to maintain their landscape / irrigation along with enforcement (as necessary);
- 8.) Planning Commission had concerns about HOA's / CDD's allowed to have a lenient policy in removing street trees;
- 9.) Discussion on tree removal permit and no requirement currently in the City on residential properties whereas the Safety Harbor Code requires a permit for everyone. There was mixed feelings on this;



- 10.) Recommendation by the Planning Commission to ensure that Staff and maybe our consultants review the landscape plan to confirm that the right trees are being planted in the right place;
- 11.) Discussed both City's tree removal fees and maybe the fee should be increased to discourage removal;
- 12.) The Planning Commission feels trees are an asset to the community and enforcement should be increased and recommended that the fines / enforcement should be looked at with: City Manager, Planning, Code enforcement and Attorney;
- 13.) General comments discussed:
  - a.) Tree survey for Safety Harbor requires the tree survey to reflect the tree dripline. The Planning Commission feels that this is important (especially with the larger trees) for protection of the root system is imperative for the survival of the tree (post development);
  - b.) Planning Commission liked Safety Harbor requirement where development needs to justify with good reasons why the tree removal is required and options considered;
  - C.) The Planning Commission seemed to like the way Safety Harbor looked at tree removal with a sliding scale of increased tree mitigation based on the size of the tree removed;
  - D.) Discussed the Safety Harbor Code and that protected trees are required to be mitigated for but only with a conditions score of at least 3.5 out of 5;
  - E.) Planning Commission liked the Safety Harbor code that broke down lot sizes and tree planting requirements;
  - F.) Open space requirements was discussed and liked by the Planning Commission of having standards to set aside native land / landscaping to be preserved as part of a development.

This is a summary of some of the major points discussed. We missed a few Planning Commission members that were asked to provide comments if they have them. We plan to bring back a draft at the next Planning Commission meeting for their review / final comments and then bring to City Council.

## **BUSINESS ITEMS 3.1**

### **Rezone Butterfield Properties - FIRST READING**

**ORDINANCE NO. 1500-25 " AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE. "**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1500-25 on the First Reading

#### **Issue:**

Proposed Rezoning from Office Professional (OP) to R-3 (Medium Density Residential) for 02-26-21-0050-00000-0010 & 02-26-21-0050-00000-0020 (portion thereof)

#### **Background:**

This rezoning petition is for two parcels at the intersection of North Avenue and 12th Street, totaling about 14,545.8 square feet. The applicant seeks to rezone the property from OP (Office Professional) to R3 (Medium Density Residential) to allow for the development of multi-family residential housing.

The property was previously zoned R-3 before being rezoned to OP in 1992 via Ordinance 567-1992. This current rezoning proposal seeks to restore the original R-3 zoning designation. Staff finds the proposed R-3 zoning to be more appropriate for the area, as residential development will have a lower traffic and intensity impact than office and/or commercial uses—particularly important given the site's proximity to the identified Hot Spots intersection of 12th Street and North Avenue.

Access to the site will be provided through a rear access drive located along the eastern property boundary, which will help minimize traffic impacts along 12th Street. The change supports compatibility with the surrounding mix of residential and light commercial uses and aligns with the City's long-term planning goals.

Facts at a Glance:

- Location: Intersection of North Avenue and 12th Street, City of Zephyrhills, FL
- Parcel IDs: 02-26-21-0050-00000-0010 (lot 1) & 02-26-21-0050-00000-0020 (lot 2, south 44.70 ft.)
- Current Zoning: OP (Office Professional)
- Proposed Zoning: R3 (Medium Density Residential)
- Total Acreage: Approximately 0.33 acres (14,545.8 square feet)
- Existing Use: Vacant
- Surrounding Uses: A mix of single-family residential, mobile home units, and nearby commercial uses including a convenience store.

#### Zoning Overview:

##### Current Zoning (OP):

The OP zoning district is intended for office and professional uses such as medical, financial, and administrative services. Limited residential uses may be permitted but are typically secondary to commercial intent.

##### Proposed Zoning (R3):

The R3 zoning district accommodates medium-density residential development, including single-family, duplex, and multi-family dwellings. This district is appropriate for areas supported by adequate infrastructure and services.

#### Consistency with Comprehensive Plan:

The proposed rezoning aligns with the City's Future Land Use Map and Comprehensive Plan, which support medium-density residential development in this area. The shift from OP to R3 reflects current land use trends and enhances opportunities for needed housing options.

#### Development Standards (R3):

- Minimum Lot Area: 6,000 square feet
- Minimum Lot Width: 60 feet
- Maximum Density: 7.0 dwelling units (DU) per acre (detached)/10.5 DU (attached) per acre
- Front Yard Setback: 20 feet (detached) 30 feet (attached)
- Side Yard Setback: 10 feet
- Rear Yard Setback: 10 feet
- Maximum Height: 30 feet

\*These standards ensure compatibility with surrounding land uses while supporting appropriately scaled development.

#### **Attachment(s):**

1. RZ 17-25 Butterfield Properties Staff Report June 9 2025

## 2. Ordinance 1500-15 Butterfield Rezoning(36332557.1)

### **Fiscal Impact:**

Minimal

### **Staff Recommendation:**

Staff recommends approval of the rezoning request from OP to R3 for Parcel IDs 02-26-21-0050-00000-0010 and 02-26-21-0050-00000-0020 (south 44.70 feet, the remaining portion of this lot is already assigned a zoning designation of R-3). The proposed zoning is consistent with the City's goals of promoting infill development, expanding housing availability, and aligning zoning with the area's existing residential character. Additionally, the proposed change will have a reduced impact on the surrounding transportation network, particularly the Hot Spots intersection of 12th Street and North Avenue, compared to office and/or commercial uses.

# Staff Report

## Memorandum

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**To:** Honorable Mayor and City Council

**From:** Rodney V. Corriveau, AICP – Principal Planner

**RE:** RZ 17-25 Rezone from Office Professional (OP) to R-3 (Medium Density Residential)  
Butterfield Properties

**RE:** 02-26-21-0050-00000-0010 & 02-26-21-0050-00000-0020 (portion thereof) <sup>1</sup>

**Date:** June 9, 2025

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### I. Executive Summary

This staff report evaluates a rezoning application submitted by Butterfield Investments Inc. for two parcels at the intersection of North Avenue and 12th Street, totaling about 14,545.8 square feet. The applicant seeks to rezone the property from **OP (Office Professional)** to **R3 (Medium Density Residential)** to allow for the development of multi-family residential housing.

The property was previously zoned **R-3** before being rezoned to **OP** in **1992** via **Ordinance 567-1992**. This current rezoning proposal seeks to restore the original **R-3** zoning designation. Staff finds the proposed R-3 zoning to be more appropriate for the area, as residential development will have a lower traffic and intensity impact than office and/or commercial uses—particularly important given the site's proximity to the identified **Hot Spots intersection of 12th Street and North Avenue**.

**Access to the site will be provided through a rear access drive located along the eastern property boundary**, which will help minimize traffic impacts along **12th Street**. The change supports compatibility with the surrounding mix of residential and light commercial uses and aligns with the City's long-term planning goals.

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<sup>1</sup> Note: RE # 02-26-21-0050-00000-0020 (lot 2) rezoning is for the southerly 44.70 feet only, the remaining portion of this lot is already assigned a zoning designation of R-3.

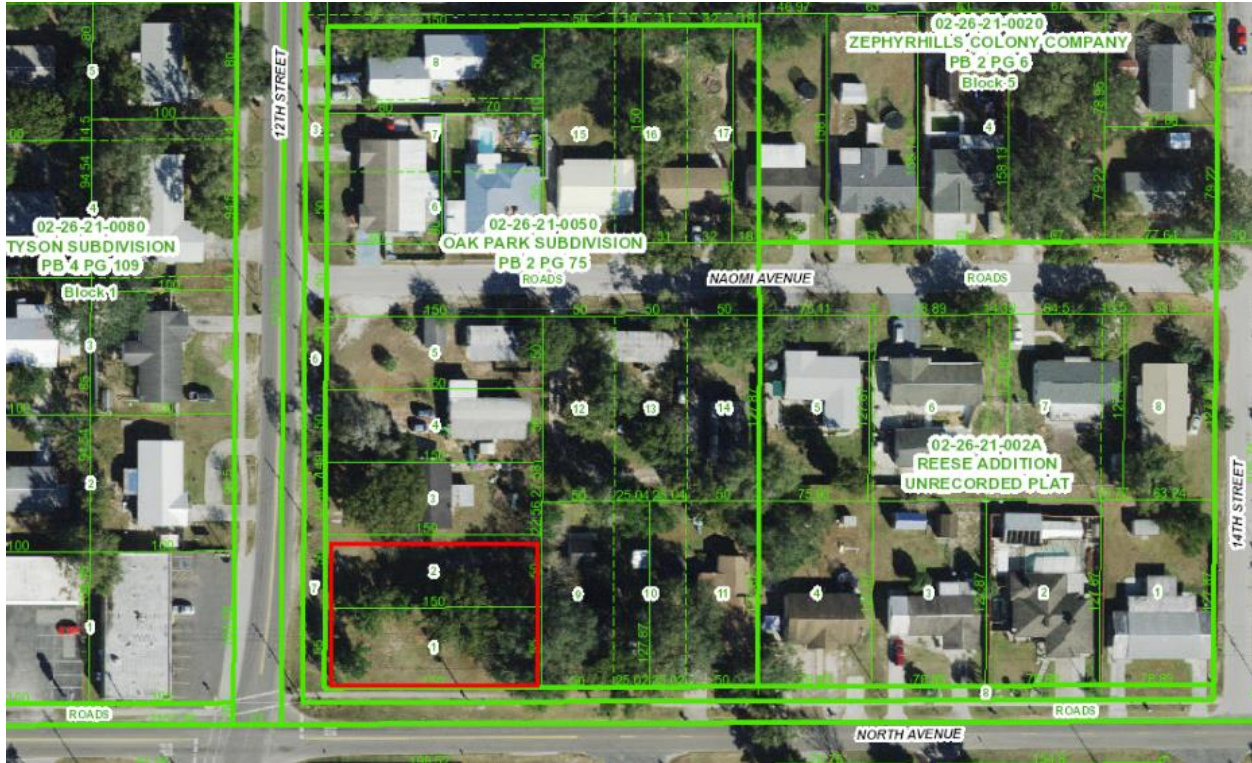


Image 1 – Property Overview @ North Ave. And 12<sup>th</sup> St.

## II. Property Overview

- **Location:** Intersection of North Avenue and 12th Street, City of Zephyrhills, FL
- **Parcel IDs:** 02-26-21-0050-00000-0010 (lot 1) & 02-26-21-0050-00000-0020 (lot 2, south 44.70 ft.)
- **Current Zoning:** OP (Office Professional)
- **Proposed Zoning:** R3 (Medium Density Residential)
- **Total Acreage:** Approximately 0.33 acres (14,545.8 square feet)
- **Existing Use:** Vacant
- **Surrounding Uses:** A mix of single-family residential, mobile home units, and nearby commercial uses including a convenience store.

## III. Zoning & Comp Plan Analysis

### Current Zoning (OP):

The OP zoning district is intended for office and professional uses such as medical, financial, and administrative services. Limited residential uses may be permitted but are typically secondary to commercial intent.

**Proposed Zoning (R3):**

The R3 zoning district accommodates medium-density residential development, including single-family, duplex, and multi-family dwellings. This district is appropriate for areas supported by adequate infrastructure and services. Please see Map 1, Proposed Zoning on the next page.

**Consistency with Comprehensive Plan:**

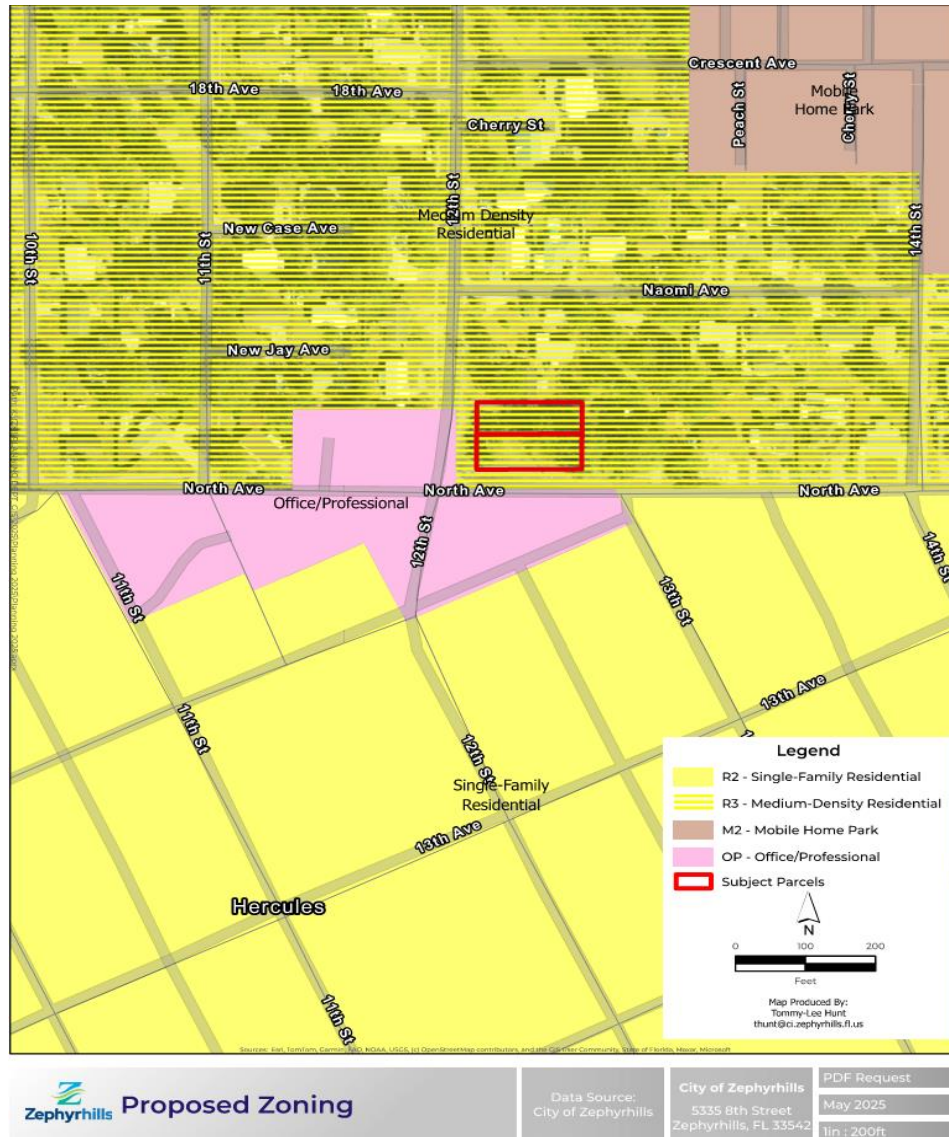
The proposed rezoning aligns with the City's Future Land Use Map and Comprehensive Plan, which support medium-density residential development in this area. The shift from OP to R3 reflects current land use trends and enhances opportunities for needed housing options.

**IV. Development Standards (R3)**

- **Minimum Lot Area:** 6,000 square feet
- **Minimum Lot Width:** 60 feet
- **Maximum Density:** 7.0 dwelling units (DU) per acre (detached)/10.5 DU (attached) per acre
- **Front Yard Setback:** 20 feet (detached) 30 feet (attached)
- **Side Yard Setback:** 10 feet
- **Rear Yard Setback:** 10 feet
- **Maximum Height:** 30 feet

These standards ensure compatibility with surrounding land uses while supporting appropriately scaled development.





Map 1 – Proposed Zoning

## V. Staff Recommendation

Staff recommends **approval** of the rezoning request from **OP to R3** for Parcel IDs 02-26-21-0050-00000-0010 and 02-26-21-0050-00000-0020 (south 44.70 feet, the remaining portion of this lot is already assigned a zoning designation of R-3). The proposed zoning is consistent with the City's goals of promoting infill development, expanding housing availability, and aligning zoning with the area's existing residential character. Additionally, the proposed change will have a reduced impact on the surrounding transportation network, particularly the **Hot Spots intersection of 12th Street and North Avenue**, compared to office and/or commercial uses.



**ORDINANCE NO.: 1500-25**

**AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY REZONING TWO PARCELS TOTALING APPROXIMATELY 14,545.8 SQUARE FEET (0.33 ACRES), MORE OR LESS, FROM OP (OFFICE PROFESSIONAL) TO R3 (MEDIUM DENSITY RESIDENTIAL), LOCATED AT THE INTERSECTION OF NORTH AVENUE AND 12TH STREET, BEING PARCEL NUMBERS 02-26-21-0050-00000-0010 AND THE SOUTH 44.70 FEET OF PARCEL 02-26-21-0050-00000-0020, IN ZEPHYRHILLS, FLORIDA; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been given authority by the State of Florida pursuant to Chapters 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the landowner, together with approval of the City Council of said rezoning duly expressed by Ordinance; and

**WHEREAS**, the City Council gave due public notice of hearings on the proposed rezoning as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

**WHEREAS**, Butterfield Investments Inc., owner of the subject parcels located at the intersection of North Avenue and 12th Street, has requested a rezoning from OP (Office Professional) to R3 (Medium Density Residential) to allow for the development of multi-family residential units; and

**WHEREAS**, the subject parcels were originally zoned R-3 prior to being rezoned to OP in 1992 via Ordinance 567-1992, and this rezoning restores the original designation; and

**WHEREAS**, the City Council of the City of Zephyrhills finds that the proposed zoning change is consistent with the City's Comprehensive Plan and Land Development Code, and that R3 zoning is more appropriate for the area due to the proximity to the "Hot Spots" intersection of North Avenue and 12th Street and the anticipated lower intensity of residential use compared to office and/or commercial uses; and

**WHEREAS**, the Planning Department has reviewed the application and determined the proposed rezoning supports the City's goals for infill development and compatibility with surrounding land uses, which include a mix of single-family homes, mobile homes, and commercial uses; and

**WHEREAS**, the zoning amendment is consistent with the goals, objectives and policies of the Comprehensive Plan; and

**WHEREAS**, the City Council desires to hereby formally adopt the amendment to the City's Zoning Map.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.**

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

**Section 2. Authority.**

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

**Section 3. Amendment.**

The official Zoning Map of the City of Zephyrhills is hereby amended to rezone the following described property from OP (Office Professional) to R-3, (Medium Density Residential):

**Parcel/Tax ID Numbers:**

- 02-26-21-0050-00000-0010
- 02-26-21-0050-00000-0020 (the south 44.70 feet of said lot)

**Location:** Intersection of North Avenue and 12th Street, Zephyrhills, FL 33542.

**Size:** Approximately 14,545.8 square feet (0.33 acres), more or less.

**Zoning Change:** From OP (Office Professional) to R3 (Medium Density Residential).

**Legal Description:** Lot 1 and the south 44.70 feet of Lot 2 in OAK PARK SUBDIVISION, as recorded in Plat Book 2, Page 75, Public Records of Pasco County, Florida.

**Acreage:** 0.33 acre, m.o.l.

**Section 4. Conflicts.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Severability.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

**Section 6. Effective Date.**

This Ordinance shall become effective immediately upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1500-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9<sup>th</sup> day of June 2025.

Attest: \_\_\_\_\_  
Ricardo Quinones, City Clerk

\_\_\_\_\_  
Charles E. Proctor, Council President

The foregoing Ordinance No. 1500-25 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 23<sup>rd</sup> day of June 2025.

Attest: \_\_\_\_\_  
Ricardo Quinones, City Clerk

\_\_\_\_\_  
Charles E. Proctor, Council President

The foregoing Ordinance No. 1500-25 was approved by me this 23<sup>rd</sup> day of June 2025.

\_\_\_\_\_  
Melonie Bahr Monson, Mayor

Approved as to legal form and content

\_\_\_\_\_  
Matthew E. Maggard, City Attorney

## CITY MANAGER'S REPORT 4.1

Utility Services Agreement 45-25-18 Evans/Orsi

### **Issue:**

The City of Zephyrhills is in need of additional water pumping capacity to meet the anticipated demands of both residential and commercial growth. The Evans/Orsi landowners have a desire to develop their properties and have 4 wells on site with a permitted capacity of 790,000 gpd.

The proposed development is anticipated to use approximately 650,000 gpd, leaving 140,000 gpd for the city to utilize.

### **Background:**

City staff was approached by representatives of Belmar Development, Inc., Suntech Investments, Inc., Freemar Development, Inc., Sunfield Homes, Inc., and Evans Properties, Inc. regarding supplying utility services to their nearly 900 acre proposed development. In exchange for the city supplying utility services to the development, the property owners are transferring their capacity to the city.

The agreement has the following conditions:

- Property owners will transfer their WUP's to the City;
- Property owners are not required to make a capacity reservation payment;
- The city will modify (increase) the WUP as approved by SWFWMD;
- The city will allocate a maximum of 650,000 gpd to the development;
- The city will reserve up to 650,000 gpd for a maximum of 15 years; It may be extended for extenuating circumstances;
- The city may reduce allocation to property owners by pro rata, if the City's WUP is reduced by SWFWMD;
- The developer of each phase is responsible for connecting to the city water and wastewater systems at the designated locations;
- The city will pay for city-requested upsizing of lines;
- Connection to the city's reclaimed water system is required;
- Each phase developer will be responsible for paying the water and wastewater capacity fees;
- Each owner will be responsible for payment to the City for water and wastewater used at the established rate, as amended;
- The owner is allowed to use non-potable water for agricultural use if the owner uses their own well;
- Both parties agree to work together to locate the wetland monitoring as required by SWFWMD;

- The constructed water and wastewater lines will become part of the City's system.

**Attachment(s):**

1. Utility Service Agreement (USA) for Orsi-Evans FINAL(36339135.1)
2. Triple J Legal Description w Less Out
3. Evans- Greer Hill 1-2-3-
4. Drake Legal Description
5. Valley Oaks Deed

**Fiscal Impact:**

There are no expected fiscal impacts at this time.

**Staff Recommendation:**

Staff recommends approval of the Utilities Services Agreement #45-25-18 as presented.

## **WATER AND WASTEWATER SERVICE AGREEMENT**

**THIS WATER AND WASTEWATER SERVICE AGREEMENT** (this “**Agreement**”) is made and entered into by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, hereinafter referred to as the “**City**,” and **BELMAR DEVELOPMENT, INC.**, a Florida corporation, **SUNTECH INVESTMENTS, INC.**, a Florida corporation, **FREEMARR DEVELOPMENT, INC.**, a Florida corporation, **SUNFIELD HOMES, INC.**, a Florida corporation, and **EVANS PROPERTIES, INC.**, a Florida corporation, whose respective addresses are as set forth below, each individually a “**Owner**” or hereinafter referred to collectively as “**Owners**.”

### **W I T N E S S E T H**

**WHEREAS**, Owners are collectively the owners of the real property more particularly described on Exhibit “A” and hereinafter referred to as the “**Property**”; and

**WHEREAS**, Owners are collectively the holder of certain Water Use Permits permitted by the Southwest Florida Water Management District (the “**District**”), specifically Water Use Permit Nos. 20007326.006(.007), 200007730.005, 20003381.004 and 20003382.006 (collectively, the “**Owner WUPs**”); and

**WHEREAS**, the Property is currently used for various bona fide agricultural activities, which may include, without limitation, orange groves, row crops, hay fields and cattle operations, which require water to maintain such agricultural activities; and

**WHEREAS**, the City has identified a shortage in potable water capacity for its growth over its planning horizon and has filed an application to modify its existing water use permit, known as District Water Use Permit No.20006040.011(.012 pending approval) (the “**City WUP**”), to increase the water capacity available to the City pursuant to the City WUP; and

**WHEREAS**, the City’s wells which are the subject of the City WUP are located within the District’s Northern Tampa Bay Water Use Caution Area, which is a “restricted allocation area” as defined at Section 373.037 and which limits the amount of groundwater that can be withdrawn unless certain criteria are met; and

**WHEREAS**, in order to assist the City in gaining the ability to obtain additional, permitted potable water capacity from the District pursuant an amendment to the City WUP, Owners are willing to consent to the termination and withdrawal of the Owner WUPs and forego their rights thereunder, provided that the City provides Owners the potable water and wastewater services as set forth herein pursuant to the terms and conditions hereof; and

**WHEREAS**, Owners may, over time, proceed with the planning and/or construction of various development(s) on the Property (the “**Developments**”), all of which lie in unincorporated Pasco County near the City limits and within the City’s Utility Service Area; and

**WHEREAS**, in conjunction with and, as a condition to Owners consenting to the termination and withdrawal of the Owner WUPs and foregoing their rights thereunder, the City and Owners are desirous of entering into an agreement to provide for the provision of central water supply and wastewater services to the Property for agricultural purposes until the Property is developed for the Developments as more specifically set forth herein; and

**WHEREAS**, the City is willing to provide potable water and wastewater service to the Property for such agricultural purposes and for the Developments on the terms and conditions set forth herein; and

**WHEREAS**, it is necessary and in the public interest for the use of the Property for agricultural purposes and for the orderly development and construction of the Developments for the Property to be provided water and wastewater services from the City through a utility service agreement with Owners.

**NOW, THEREFORE**, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and conditions set forth in this Agreement, the City and Owners intending to be legally bound thereby, agree as follows:

**I. WHEREAS CLAUSES; WASTEWATER REFERENCES**

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement. References to “Wastewater” throughout this Agreement are interchangeable with, and also refer to “Sewer”, and are intended to apply to the applicable references to “wastewater” or “sewer” as either such term are used in the City’s Code of Ordinances or Land Development Code.

**II. SCOPE OF PROJECT**

The project shall consist of the provision of potable water and wastewater services by the City to the Property. The operation, design, and construction of the City’s water production and wastewater facilities shall be accomplished in such a manner so as to adequately meet the service demands of the Developments. Owners intend to initially use the Property on an interim basis for agricultural purposes and to thereafter, construct in phases not more than 2,500 single-family detached residential units (or the equivalent thereof for other uses within the Developments) unless otherwise agreed to be serviced by the City, and various, clubhouses, amenities and pools. The capacity reserved for the parties constituting Owners shall be allocated among the Owners in accordance with Section III(c) below. The maximum capacity allocated to Owners shall not

exceed 650,000 gallons per day and any use by Owners must be metered. The City shall ensure that its water and wastewater treatment facilities outside of the Property are sufficient to provide the water and wastewater services contemplated herein to timely meet with the projected needs of the Developments as more specifically set forth herein. Additionally, the City shall ensure that at all times during the pendency of this Agreement that its Utility Service Area includes the entirety of the Property.

### III. OBLIGATIONS RELATING TO POTABLE WATER AND WASTEWATER

(a) Acknowledgment of Existing Capacity under Owner WUPs; Contingent Service Commitment Fees and Corresponding Credits. The City agrees to provide, and Owners agree to receive from the City, potable water and wastewater services, subject to the conditions and limitations set forth herein, for the Property. The City acknowledges that the modifications to the City WUP at the levels requested would not be possible without Owners consenting to the termination and withdrawal of the Owner WUPs. As such, the City is willing to, and does hereby, waive its customary requirement that Owners make a capacity reservation payment or pay any (potable) water capacity (or any other water impact) fees in conjunction with the provision of potable water and/or wastewater services set forth hereunder to the Property and the Developments. Nevertheless, the developer of each phase of the Developments (each individually, a “**Phase Developer**” or collectively, the “**Phase Developers**”) shall ensure that the City is paid the sum of fifty percent (50%) of the total water capacity fees and one hundred percent (100%) of the total wastewater capacity fees (based on the City’s potable water and wastewater capacity fee schedule in existence as of the date the reservation payment is paid for each phase of the Development.

(b) Capacity Reservation Duration. The City acknowledges that Owners have executed certain documents to forego their rights set forth in the Owner WUPs (terminating and withdrawing the Owner WUPs) contingent upon the parties’ execution of this Agreement and the City timely and fully discharging its obligations hereunder. Owners’ execution of such documents required by the District to terminate and withdraw the Owner WUPs pursuant to the terms and conditions hereof shall be effective to guarantee to Owners their respective potable and wastewater capacities as set forth on Exhibit “B” (the “**Reservation Capacity Table**”) for an initial period not to exceed fifteen (15) years that is intended to roughly coincide with the term of the pending amendment to the City WUP (the “**Reservation Period**”); provided, however, that (a) if development is continuing in good faith within the Developments as of the expiration of such fifteen (15) year period, then the Reservation Period shall be automatically extended for a longer term that is equal to any subsequent extension to the term of the City WUP (or a new water use



permit with the District that has the effect of replacing the City WUP) and (b) the Reservation Period shall be extended automatically for any period occurring during the Reservation Period in which there is a building moratorium or a government shutdown which directly prevents or materially impairs the ability of the Developments or the utility project contemplated hereby to proceed. Regardless of the expiration of the Reservation Period, the City shall be irrevocably committed to reserve capacity for, and provide service to (subject to the construction of the facilities by the Phase Developers required herein), any phases of development within the Developments that have either (xx) obtained site plan, construction plan, preliminary plat or final plat approval prior to the expiration of the Reservation Period or (yy) paid all of the water capacity fees and wastewater capacity fees for such phase(s) as required by Section III(a) hereof. The Parties understand and agree that the District has the right to reduce the City's WUP if it determines, in accordance with adopted SWFWMD rules, that the City WUP has caused a surface watercourse, aquifer, surface water, or spring to drop below an adopted minimum flow or level. If at any time the City's WUP is reduced by the District for the foregoing reason, the Owners allocation of future use under this agreement shall be reduced pro rata (ex., if the Owners allocation under this agreement accounts for ten percent (10%) of the City's WUP and the District reduces the City's WUP by 100,000 gallons per day, the Owners allocation will be reduced by 10,000 gallons per day.)

(c) Connections to the Water System. At the time of development of each phase of the Developments (as evidenced by the City's issuance of final non-appealable construction plan approval for a phase of the Developments within its portion of the Property), the applicable Phase Developer shall be responsible for constructing and connecting its potable water distribution facilities for its part of the Developments to the City's existing potable water system at a location adjacent to the Property along (a) 23<sup>rd</sup> Street near Richland Road, (b) Richland Road near 23<sup>rd</sup> Street or (c) Otis Allen Road at the south boundary of the Property, or at another location reasonably approved by the respective Owner, the applicable Phase Developer and City's Utilities Department. However, the City agrees to pay for any oversizing of the water system requested by the City only if such request for oversizing provides service or capacity to users outside of the Developments or provides capacity in excess of the total capacities set forth in the Capacity Reservation Table. The applicable Phase Developer shall provide sizing appropriate to handle subsequent phases of the Developments. Each premise or parcel within the Development will be provided with individual meter service connections. Owners and the City agree to work cooperatively with one another to determine the locations of the potable water distribution facilities within the Property and the points of connection to the City's potable water system.

(d) Charges for Water Services. For each part of the Developments, each Owner and/or its successors in interest agree to pay the City for potable water services actually used at a rate as established from time to time by the Zephyrhills City Council in accordance with the City's utility regulations. Water services shall include those day-to-day operations and maintenance activities provided by the City to supply, pump, transmit, and distribute water for potable supply and fire protection, in accordance with local, State, and Federal regulations. Contingent and subject to the approval by the District and the Florida Department of Environmental Protection ("FDEP"), City shall allow Owner to use non-potable water for agricultural use if Owner agrees to using the Owner's own well and distribution system separate from the potable water system. The supply of such water for agricultural use shall be from the existing agricultural well site or such other sites that are acceptable to the City and Owners. In addition, each Owner and its respective successors in interest agrees to pay all inspection fees, service connection costs, user charges, security deposits, and meter installation charges established by the Zephyrhills City Council for the provision of such potable water services.

(e) Connections to Wastewater System. At the time of development of each phase of the Developments (as evidenced by the City's issuance of final, non-appealable construction plan approval for a phase of the Developments within its portion of the Property), the applicable Phase Developer shall be responsible for constructing its wastewater collection systems for its part of the Developments, along with any gravity and force main wastewater lines, as well as lift stations as necessary for its part of the Developments to connect to the City's existing wastewater system at a location adjacent to the Property that is along (a) 23<sup>rd</sup> Street near Richland Road or (b) Otis Allen Road at the south boundary of the Property, or at another location reasonably approved by the respective Owner, the applicable Phase Developer and the City's Utilities Department. All utility infrastructure improvements must meet City specifications and design standards. However, the City agrees to pay for any oversizing costs of the wastewater system requested by the City that provides service or capacity to users outside of the Developments or provides capacity in excess of the total capacities set forth in the Capacity Reservation Table. The connections to the wastewater system shall also include connections to the City's reclaimed water system at points of connection that are acceptable to Owners and the City, and the City agrees to provide reclaimed water services to the Property and Developments; provided, however, that Owners acknowledge that the provision of reclaimed water to the Developments is subject to the availability of reclaimed water flow in the City's reclaimed water system.

(f) Charges for Wastewater Treatment Services. Each Owner and/or its successors in interest agree to pay the City for wastewater treatment services actually used at a rate as established from time to time by the Zephyrhills City Council in accordance with the City's utility regulations. Wastewater treatment services shall include those day-to-day operations and maintenance activities provided by the City to collect, treat, and properly dispose of wastewater in accordance with applicable local, State, and Federal regulations. In addition, the Owner and its successors in interest agree to pay all inspection fees, service connection costs, user charges, capacity fees, security deposits, and wastewater lateral installation charges established by the City for the provision of such wastewater treatment services.

(g) Cooperation. The parties hereto agree and acknowledge that the District may require certain wetland monitoring within the Property as a condition of the City WUP and they will work together in good faith to agree upon to be installed and the easements that may be reasonably necessary to implement the City WUP after the issuance of the same. In any event, Developers shall have the right to approve of the locations of the wells, and the form and location of the easements, within the Property needed to implement the City WUP. If requested by the City after the execution of this Agreement and the issuance of the City WUP, Owners agree to enter into a voluntarily annexation agreement with the City on terms and conditions as are acceptable to the City and Owners and are consistent with the number of units to be served hereunder.

#### IV. OBLIGATIONS RELATIVE TO POTABLE WATER AND WASTEWATER SERVICES BY PHASE DEVELOPERS

(a) Within the Developments or the Property, each applicable Phase Developer will reserve, or otherwise obtain, all necessary easement and permits, construct, install, and convey to the City (if applicable) all lines necessary to provide its portion of the Developments with potable water and wastewater service as provided for in a City-approved utility plan, and will bear all costs and expenses thereof, including engineering fees, legal fees, labor, and materials. Installation of potable water and wastewater infrastructure within a particular phase of the Developments or the Property shall not be commenced until plans and specifications therefore have been submitted to and approved, in writing, by the City and other appropriate agencies having jurisdiction.

(b) Prior to commencing construction of any off-site potable and wastewater utility improvements as contemplated hereby, the applicable Phase Developer, or a contractor for the Phase Developer, shall post a performance bond or other financial assurance acceptable to the City in the amount equal to 125% of the estimated cost of such improvements. Thereafter,

the amount of the bond or other financial assurance may be reduced from time to time as improvements are completed and accepted by the City. In the event that the City, another property owner, or another developer constructs a portion of such utility improvements prior to the Phase Developer doing so, then the Phase Developer shall not be required to construct such portion of such utility improvements in accordance with this Agreement.

(c) Subject to the terms and conditions hereof, the applicable Phase Developers shall construct and install all potable water and wastewater infrastructure necessary to tie into the City's existing water and wastewater facilities and shall bear all costs and expenses thereof, including engineering fees, permitting fees, and construction costs. Installation of these lines shall not be commenced until plans and specifications thereof have been submitted to and approved, in writing, by the City and other appropriate agencies having jurisdiction. These facilities shall be located in existing City easements or rights-of-way or in easements or rights-of-way acquired by the Owner or the applicable Phase Developer. The right of the Owner or applicable Phase Developer to construct facilities in City easements or rights-of-way shall not be unreasonably withheld by the City.

(d) Upon completion of the lines and other facilities constructed for provision of water and wastewater service to the applicable phase of the Developments by the applicable Phase Developer, the lines shall be inspected by the City and certified by the applicable Phase Developer's engineers. Upon determination by the City that such lines have been properly installed by the applicable Phase Developer in accordance with approved plans and specifications, potable water and wastewater service will be provided to the lines, provided the applicable Phase Developer has performed and fulfilled all its obligations imposed upon the Owner or Phase Developer under the terms of this Agreement, relevant laws, rules, regulations, and ordinances.

(e) It is agreed that, at such time as the lines constructed for provision of service to the Developments, or any portion thereof, are connected to and become a part of the City's water and wastewater system, all such lines and all permits, engineering drawings, and other property owned by the Owners or the Phase Developers, in connection therewith, shall henceforth be deemed to be owned by the City, and title and ownership shall automatically vest in the City without the necessity of any separate instrument of conveyance or separate instrument of assignment or transfer, and the City shall have the full privilege of all of the easements and rights-of-way occupied by such facilities. It being the further understanding of the parties, that at such time as such lines, or any part or portion thereof, are used to provide potable water and wastewater service to the Development, such lines shall be deemed to be owned by the City in

their entirety as fully and completely as if installed and paid for by the City, except that the Owner, the applicable Phase Developers and their successors and/or assigns reserve the right to use these lines for the purpose set forth in this Agreement. The applicable Owner or Phase Developer shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignments, or other instruments of conveyance, free and clear of all liens and encumbrances. Notwithstanding the foregoing, the City shall only take ownership and maintenance responsibilities of the utility infrastructure being installed pursuant to this Agreement if the infrastructure is built to City specifications, using City's design and materials standards. If any of the utility infrastructure is installed or constructed in a manner inconsistent with the City's specifications, the Phase Developer shall retain ownership and perpetual maintenance responsibility of the applicable portion of the utility system being installed pursuant to this Agreement.

(f) After ownership and title to any portion of the lines within the Developments are vested in the City as set forth above, all responsibility for repair and maintenance of such part or portion as have been installed in appropriate easements or rights-of-way shall be borne by the City, provided that the City shall not, by this Agreement, waive or otherwise affect or diminish its rights and remedies under any Maintenance Bond, Performance Bond, letter of credit, or other guarantee of performance regarding such lines which has been provided to the City in accordance with the requirements of its subdivision or other applicable development ordinance. Furthermore, each Phase Developer agrees to post a one (1) year maintenance bond in an amount equal to fifteen (15) percent of the total cost of all utility improvements for its applicable phase. It is further agreed that each applicable Phase Developer shall assign to the City, for the use and benefit of the City and its successors and assigns, each and every construction warranty obtained by such Phase Developer in connection with the installation of the lines and facilities.

(g) Each Owner and its successors in interest agree that they shall not directly or indirectly engage in the operation of potable water or wastewater services within or serving the Developments or the Property.

(h) Each applicable Phase Developer shall conduct a pre-application meeting with the City utility director prior to the design and permitting to determine what oversizing the City may request and be obligated to pay for in accordance with this Agreement as part of such phase(s) being proposed. Within forty-five (45) days after such meeting and at the sole option of the City, the City may provide notice to the applicable Owners and to the applicable Phase Developer, that the City is requesting the applicable Phase Developer to increase the capacity or size of potable water or wastewater lines beyond the capacity or size required for provision of

service to the Developments. In any event, the capacity or size of potable water or wastewater lines shall be sufficient to adequately service the Developments on the Property. If such oversizing is timely requested by the City, the City shall reimburse the applicable Phase Developer for the costs associated with oversizing requested by the City that, but in any event, the City shall only be obligated to reimburse the applicable Phase Developer for the material and labor costs (no labor costs shall be included unless the oversizing is for additional utility facilities and not simply just increasing a utility line size) associated with such oversizing that provides service or capacity to users outside of the Developments or which provides capacity in excess of the total capacities set forth in the Capacity Reservation Table. The cost of the excess capacity shall generally be determined by the Phase Developer using commercially reasonable efforts to secure at least three (3) competitive bids for construction of the facilities to be oversized; provided, however, that the Phase Developer and City may also establish the cost of the excess capacity by comparing the quantities and amounts awarded in comparable projects located in Pasco County, Florida, as reasonably determined by the City. In determining any oversizing cost, the City and Phase Developer shall consider alternates for lines sized to serve only the requirements of the Developments and for lines of the size requested by the City. The City may also request oversizing pursuant to this Agreement after the expiration of such forty-five (45) day period and up to the City's issuance of a first round of comments to the construction plans for the applicable phase of utility improvements, but in such an event, the City shall be obligated to pay for all additional design, permitting and construction costs incurred due to any such delinquent oversizing request.

(i) Subject to the City's agreement to provide water to serve the agricultural uses within the Property as set forth above and further subject to the express terms hereof concerning the waiver of potable water capacity (and other potable water impact) fees, in the event that a Phase Developer, at its expense, constructs interim potable water or wastewater facilities to serve the Developments or the Property, the Phase Developer agrees that any and all related construction costs, including design, permitting, and certification costs, will not be eligible for any cash reimbursement from the City nor any commitment fee, capacity fee or impact fee credits, and such Phase Developer agrees that such facilities shall only be temporary; i.e., utilized only until service is available from the City.

#### V. CONDITIONS PRECEDENT

(a) Obligations of the City to provide wastewater services as set forth herein shall be subject to all requirements imposed upon the City's system by law and the following condition precedent:

1. The issuance of all required permits by the FDEP and other regulatory agencies having jurisdiction.

(b) The obligation of the City to provide potable water service as set forth herein shall be subject to the issuance of all required permits by the District.

#### VI. MISCELLANEOUS

(a) Any notice, statement, demand, or other communication required or permitted to be delivered or served or given by either party hereto to the other shall be deemed delivered or served or given if mailed in any general or branch United States Post Office enclosed in a registered or certified envelope addressed to the respective parties as follows:

|                 |                                                                                                                                                                                       |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:           | City of Zephyrhills<br>Attn: City Manager<br>5335 8th Street<br>Zephyrhills, FL 33542                                                                                                 |
| With copy to:   | Shumaker, Loop & Kendrick, LLP<br>Attn: Matthew E. Maggard, Esq.<br>13134 US Highway 301<br>Dade City, FL 33525                                                                       |
| Owner:          | Belmar Development, Inc.<br>Suntech Investments, Inc.<br>Freemarr Development, Inc.<br>Sunfield Homes, Inc.<br>9040 Tryfon Blvd., A104<br>Trinity, FL 34655<br>Attn: Patricia O. Buck |
| With a copy to: | Hobby & Hobby, P.A.<br>Attn: Clarke G. Hobby, Esq.<br>109 N. Brush St., Suite 250,<br>Tampa, FL 33602                                                                                 |
| Owner:          | Evans Properties, Inc.<br>Attn: Ron Edwards<br>660 Beachland Blvd.<br>Suite 301<br>Vero Beach, FL 32963                                                                               |

Notwithstanding the foregoing, each party shall be entitled to change such address by notice given pursuant to this paragraph.

(b) Covenants and agreements contained herein, including any City-approved utility plans, shall run with the lands of the Property, and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. As to the specific rights to connect the Developments or the Property to the systems of the City and the responsibilities accompanying such rights, they shall run with those portions of the described lands and shall be designated by each Owner, either through specifically assigning such rights and responsibilities in connection with any sale of a portion of such land or by itself constructing units or other structures to be connected to the systems upon a portion of such lands.

(c) This Agreement shall be subject to the applicable requirements of the City's Code of Ordinances and the City's Land Development Code, and the same are incorporated herein by reference. In the event of any conflict between the terms of this Agreement and the applicable provisions of the Code of Ordinances or the City's Land Development Code, the provisions of the Code of Ordinances or City's Land Development Code shall control.

(d) In the event the City's performance of this Agreement is prevented or interrupted by consequence of an act of God, or of the public enemy, or national emergency, allocation or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government, except the City, or public or governmental authority or commission or board or agency or agent or official or officer, or judgment or a restraining order or injunction of any court, the City shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

(e) This Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto and the provision hereof shall constitute covenants running with the land for the benefit of the heirs, successors, and assigns of the parties. The "**Effective Date**" of this Agreement is the date on which both parties hereto have executed this Agreement.

(f) The duties of the parties hereto to observe or perform any of their respective obligations under this Agreement shall be excused for a period equal to the period of prevention, delay or stoppage due to causes beyond their respective control (other than financial reasons) including, without limitation, by reason of strikes, unavailability of materials, civil riots, civil commotion, work stoppages arising out of collective bargaining strikes, governmental order or decree, war, invasion, fire or other casualty, inclement weather conditions, or acts of God, provided that the performing party has taken steps that are reasonable under the circumstances to mitigate the effects of such delay situation, including by way of example ordering materials subject to delays in delivery in advance to avoid substantial delay to the extent reasonably possible; provided, however, the mere existence of the Covid-19 pandemic in and of itself is not grounds for a force majeure delay. The provisions of this section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.



(g) THE CITY AND DEVELOPERS, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM ON ANY MATTERS ARISING OUT OF OR IN ANY WAS CONNECTED WITH THIS AGREEMENT.

(h) Exhibits:

“A” - Parcel Identification Numbers for the Property  
“B” - Reservation Capacity Table

[Remainder of page is intentionally left blank. Signatures to follow]

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing Agreement on the date noted below.

CITY OF ZEPHYRHILLS, FLORIDA

By: \_\_\_\_\_  
Charles E. Proctor, Council President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricardo Quinones, City Clerk

Approved as to Form and Content

By: \_\_\_\_\_  
Matthew E. Maggard  
City Attorney

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing Agreement on the date noted below.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

BELMAR DEVELOPMENT, INC., a Florida corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[ADDITIONAL EXECUTION PAGES TO FOLLOW]

**OWNER:**

SUNTECH INVESTMENTS, INC., a Florida corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[ADDITIONAL EXECUTION PAGES TO FOLLOW]

**OWNER:**

FREEMARR DEVELOPMENT, INC., a  
Florida corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

[ADDITIONAL EXECUTION PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing Agreement on the date noted below.

**OWNER:**

SUNFIELD HOMES, INC., a Florida corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

[ADDITIONAL EXECUTION PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing Agreement on the date noted below.

**OWNER:**

EVANS PROPERTIES, INC., a Florida corporation

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**

Pasco County Property Appraiser Nos.

Belmar Development, Inc./Suntech Investments, Inc./Freemarr Development, Inc./Sunfield Homes, Inc.

19-25-22-0000-00400-0010

13-25-21-0010-09900-0000

13-25-21-0010-11100-0010

13-25-21-0010-11800-0000

18-25-22-0000-00400-0000

19-25-22-0000-00400-0000

24-25-21-0000-00100-0000

23-25-21-0000-01100-0000

23-25-21-0010-11300-0000

23-25-21-0010-12500-0000

24-25-21-0010-06900-0000

24-25-21-0010-10600-0010

24-25-21-0010-11900-0000

25-25-21-0000-00800-0000

25-25-21-0000-00800-0030

25-25-21-0000-00900-0000

25-25-21-0000-00900-0010

25-25-21-0000-00900-0020

25-25-21-0000-00900-0021

25-25-21-0000-00900-0030

25-25-21-0010-00700-0100

25-25-21-0010-00800-0000

25-25-21-0010-02500-0010

26-25-21-0000-00400-0000

26-25-21-0010-00100-0000

26-25-21-0010-00100-0010

26-25-21-0010-00200-0000

26-25-21-0010-00500-0000

26-25-21-0010-03100-0010

26-25-21-0010-07800-0050

Evans Properties, Inc.

23-25-21-0000-00200-0000

23-25-21-0010-06500-0000

24-25-21-0000-00600-0000

24-25-21-0000-00700-0000

24-25-21-0010-02300-0000

See attached legal descriptions and chain of title documents.



**EXHIBIT “B”**

Reservation Capacity Table

| <b><u>Owner(s)</u></b>                                                                                                   | <b><u>Potable and Wastewater Capacity Reserved</u></b> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Belmar Development, Inc., Suntech Investments, Inc., Freemarr Development, Inc., and Sunfield Homes, Inc. (collectively) | 1954 single-family units (or equivalent)               |
| Evans Properties, Inc.                                                                                                   | 546 units single-family units (or equivalent)          |

## Exhibit A

### Parcel A:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 25 South, Range 21 East; thence along the South line of said Southwest 1/4 of the Southeast 1/4, run South 89°58'34" West, 517.43 feet to the East boundary of Hampton Court, an unrecorded subdivision; thence along said East boundary run North 01°29'20" East, 1133.73 feet to a point 100.0 feet South of the Southerly right of way line of U.S. Highway 98; thence parallel with said right of way, run South 57°47' East, 138.0 feet; thence North 01°29'20" East, 100.0 feet to the Southerly right of way line of U.S. Highway 98; thence along said line run South 57°47' East, 211.0 feet; thence South 04°19'57" West, 240.02 feet; thence South 57°47' East, 250.0 feet to the East line of aforesaid Southwest 1/4 of the Southeast 1/4; thence along said line run South 00°16'40" West, 674.43 feet to the Point of Beginning, being a portion of Tracts 99, 110, 115, 126 and the road right of way adjacent to said tracts in Zephyrhills Colony Company Subdivision, as recorded in Map Book 1, Page 55, Public Records of Pasco County, Florida;

LESS the following described parcel as described in O.R. Book 5608, Page 581, Public Records of Pasco County, Florida: Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 25 South, Range 21 East, Pasco County, Florida; thence along the South line of said Southwest 1/4 of the Southeast 1/4; run South 89°58'34" West, 517.43 feet to the East boundary of Hampton Court, an unrecorded subdivision, thence along said East boundary, run North 01°29'20" East, 986.93 feet for a Point of Beginning; thence continue North 01°29'20" East, 146.80 feet to a point 100.00 feet South of the Southerly right of way line of U.S. Highway 98; thence parallel with said right of way line run South 57°47'00" East, 138.00 feet; thence North 01°29'20" East, 100.00 feet to the Southerly right of way line of U.S. Highway 98; thence along said line run South 57°47'00" East, 211.00 feet; thence South 04°19'57" West, 240.02 feet; thence parallel to said right of way line, run North 57°47'00" West, 335.15 feet to the Point of Beginning.

AND

### Parcel B:

All that part of the East 1/2 of the Southeast 1/4 of Section 13, Township 25 South, Range 21 East, lying South and West of U.S. Highway 98;

LESS the following described parcel as described in O.R. Book 5692, Page 156, Public Records of Pasco County, Florida: Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 25 South, Range 21 East, Pasco County, Florida; thence along the West line thereof North 00°16'40" East, 674.43 feet for a Point of Beginning; thence continue North 00°16'40" East, 250.00 feet to the Southerly right of way line of U.S. Highway 98; thence along said line, South 57°47'00" East, 207.00 feet; thence leaving said line, South 00°16'40" West, 250.00 feet; thence North 57°47'00" West, 207.00 feet to the Point of Beginning.

AND

### Parcel C:

All that part of the Southwest 1/4 of the Southwest 1/4 of Section 18, Township 25 South, Range 22 East, Pasco County, Florida, lying South and West of U.S. Highway 98.

AND

### Parcel D:

All that part of the North 1/2 of Section 19, Township 25 South, Range 22 East, lying West of Appaloosa Trails Subdivision, as recorded in Plat Book 16, Pages 149 and 150, Public Records of Pasco County, Florida; AND that part of the North 1/2 of said Section 19, lying West of the Northerly extension of the West boundary of said Appaloosa Trails Subdivision, EXCLUDING any portion lying North of U.S. Highway 98.

## Exhibit A

(Continued)

AND

Parcel E:

The Southeast 1/4 of the Northeast 1/4; AND the Northeast 1/4 of the Northwest 1/4; AND the North 1/2 of the Northeast 1/4, all being in Section 24, Township 25 South, Range 21 East, Pasco County, Florida.

AND

Parcel F:

Tracts 118 and 123, Section 13, Township 25 South, Range 21 East, Zephyrhills Colony Company Lands, as per map or plat thereof recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida; AND the East 1/2 of that part of a platted right of way 30 feet in width lying West of and adjacent to said Tracts 118 and 123.

PARCELS A, B, C, D AND E ALSO KNOWN AS:

Parcel 1: A parcel of land lying within Sections 13 and 24, Township 25 South, Range 21 East, and Sections 18 and 19, Township 25 South, Range 22 East, Pasco County, Florida, being more particularly described as follows: For a Point of Reference commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 13, Township 25 South, Range 21 East, Pasco County, Florida; thence along the South boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 13, North 89°59'02" West, a distance of 517.43 feet to the East boundary of Hampton Court, an unrecorded subdivision, for a Point of Beginning; thence along the East boundary of said Hampton Court, North 01°31'46" East, a distance of 986.31 feet to the Southwesterly corner of the Jorge Reyes Jr. Parcel as described in O.R. Book 5608, Page 581, Public Records of Pasco County, Florida; thence along the Southerly boundary of said Jorge Reyes Jr. Parcel, the Southerly boundary of the Jorge Reyes-Negron and Ida I. Reyes Parcel as described in O.R. Book 5492, Page 390, Public Records of Pasco County, Florida, and the Southerly boundary of the Harl P. and Diana R. Wigfall Parcel as described in O.R. Book 5692, Page 156, Public Records of Pasco County, Florida, South 57°44'45" East, a distance of 792.08 feet to the Southeasterly corner of said Harl P. and Diana R. Wigfall Parcel; thence along the East boundary of said Harl P. and Diana R. Wigfall Parcel, North 00°19'05" East, a distance of 250.57 feet to the Southerly right of way line of U.S. Highway No. 98 (per F.D.O.T. Map Section 1407-201); thence along the Southerly right of way of said U.S. Highway 98, South 57°44'36" East, a distance of 2,314.94 feet to the Northerly extension of the West boundary of Appaloosa Trails Subdivision, as recorded in Plat Book 16, Pages 149 and 150, Public Records of Pasco County, Florida; thence along the Northerly extension of the West boundary of said Appaloosa Trails Subdivision and the West boundary of said Appaloosa Trails Subdivision, South 00°00'26" East, a distance of 1,570.05 feet; thence continue along West boundary of said Appaloosa Trails Subdivision the following two courses and distances: 1) South 89°43'24" East, 59.80 feet; 2) South 00°01'37" West, 659.85 feet to the South boundary of the Northwest 1/4 of said Section 19; thence along said South boundary of the Northwest 1/4 of said Section 19, North 89°59'47" West, a distance of 889.75 feet; to the Southwest corner of the Northwest 1/4 of said Section 19; thence along the South boundary of the Northeast 1/4 of said Section 24, North 89°58'17" West, a distance of 1,322.67 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 24; thence along the West boundary of the Southeast 1/4 of the Northeast 1/4 of said Section 24, North 00°19'21" East, a distance of 1,325.53 feet to the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 24; thence along the South boundary of the North 1/2 of the Northeast 1/4 of said Section 24, North 89°58'39" West, a distance of 1,322.61 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 24, thence along the South boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 24, North 89°47'57" West, a distance of 1,325.04 feet to the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 24; thence along the West boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 24, North 00°19'56" East, a distance of 1,323.64 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 24; thence along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 24, South 89°52'28" East, a distance of 1,324.88 feet to the Northwest corner of the North 1/2 of the Northeast 1/4 of said Section 24; thence along the South boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 13, South 89°59'02" East, a distance of 805.13 feet to the Point of Beginning.

## Exhibit A

(Continued)

AND

PARCEL F ALSO KNOWN AS:

Parcel 2:

All of Tracts 118 and 123, of Zephyrhills Colony Company Lands Subdivision, of Section 13, Township 25 South, Range 21 East, as per map or plat thereof recorded in Plat Book 2, Page 1, Pasco County, Florida, AND the East 1/2 of a platted right of way, 30 feet in width, lying West of and adjacent to said Tracts 118 and 123, being described as follows: For a Point of Reference commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence along the South boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 13, North 89°59'02" West, a distance of 1,322.56 feet to the Northwest corner of the North 1/2 of the Northeast 1/4 of Section 24, Township 25 South, Range 21 East, Pasco County, Florida; thence along the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Section 24, North 89°52'28" West, a distance of 1,324.88 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 24; thence along the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 13, North 00°21'52" East, a distance of 15.00 feet for a Point of Beginning; thence continue along the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 13, North 00°21'52" East, a distance of 655.70 feet to the Westerly extension of the North boundary of said Tract 118; thence along the Westerly extension of the North boundary of said Tract 118 and the North boundary of said Tract 118, South 89°53'25" East, a distance of 662.25 feet to the Northeast corner of said Tract 118; thence along the East boundary of said Tracts 118 and 123, South 00°20'55" West, a distance of 655.88 feet to the Southeast corner of said Tract 123; thence along the South boundary of said Tract 123, and the Westerly extension thereof, North 89°52'28" West, a distance of 662.43 feet to the Point of Beginning.

Parcel Identification Number: 24-25-21-0000-00100-0000

LESS AND EXCEPT THE REAL PROPERTY DESCRIBED ON THE FOLLOW TWO PAGES

## EXHIBIT 'A'

F.P. NO. 443368-4 S.R. 700/35/U.S.98 PASCO COUNTY DESCRIPTION

PARCEL 101

RIGHT OF WAY

That portion of lands described in Official Record Book 8292, Page 1294, Public Records of Pasco County, Florida, being a portion of the Northwest 1/4 of Section 19, Township 25 South, Range 22 East, Pasco County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 19, Township 25 South, Range 22 East, Pasco County, Florida, being marked by a 2 1/2" Iron Pipe with no identification; thence S 89°32'03" E, along the North line of said Northwest 1/4 of Section 19, a distance of 146.83 feet to an intersection with the Southerly existing Right of Way line of State Road 700/State Road 35 (U.S. 98) per Florida State Road Department Right of Way Map Section 1407-201; thence S 57°43'07" E, along said Southerly right of way line, 349.70 feet to the POINT OF BEGINNING; thence continue S 57°43'07" E, along said Southerly right of way line, 442.25 feet to the East line of said lands described in Official Record Book 8292, Page 1294, Public Records of Pasco County, Florida; thence S 00°02'38" W, along said East line, 27.19 feet; thence N 57°43'07" W, 456.76 feet; thence N 32°16'53" E, 23.00 feet to the POINT OF BEGINNING.

Containing 10339 square feet, more or less.

## EXHIBIT 'B'

F.P. NO. 443368-4 S.R. 700/35/U.S.98 PASCO COUNTY DESCRIPTION

PARCEL 801

PERMANENT EASEMENT

That portion of lands described in Official Record Book 8292, Page 1294, Public Records of Pasco County, Florida, being a portion of Tracts 110, 111, 113, 114, 115, 126, 127 and 128, ZEPHYRHILLS COLONY COMPANY, in Section 13, Township 25 South, Range 21 East, Pasco County, Florida, as recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 13, Township 25 South, Range 21 East, Pasco County, Florida, being marked by a 1" Iron Pipe with no identification; thence S 00°19'29" W, along the East line of said Southeast 1/4 of Section 13, a distance of 2560.32 feet to an intersection with the Southerly existing Right of Way line of State Road 700/State Road 35 (U.S. 98) per Florida State Road Department Right of Way Map Section 1407-201; thence N 57°43'07" W, along said Southerly right of way line, 157.25 feet to the POINT OF BEGINNING; thence S 32°16'53" W, 10.00 feet; thence N 57°43'07" W, 40.00 feet; thence N 32°16'53" E, 10.00 feet to said Southerly right of way line; thence S 57°43'07" E, along said right of way line, 40.00 feet to the POINT OF BEGINNING.

Containing 400 square feet, more or less.

## PROPERTY DESCRIPTION:

Parcel ID 24-25-21-0000-00600-0000 GREER HILL 1&3

The Southeast 1/4 of the Northwest 1/4 of Section 24, Township 25 South, Range 21 East, Pasco County, Florida.

AND

Parcel ID 24-25-21-0000-00700-0000 GREER HILL 2

The Southwest 1/4 of the Southeast 1/4 of Section 24, Township 25 South, Range 21 East, Pasco County, Florida.

AND

Parcel ID 24-25-21-0010-02300-0000 GREER HILL 1&3

All of Tracts 23, 24, 25, 26, 39, 40, 41, 42, 55, 56, 57, 58, 72, 72, 73, and 74, ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION of Section 24, Township 25 South, Range 21 East, Pasco County, Florida, as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida, AND the South 60 feet of Tracts 9 and 10 of said ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION of Section 24.

AND

Parcel ID 23-25-21-0000-00200-0000 GREER HILL 1&3

The Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 25 South, Range 21 East, Pasco County, Florida.

AND

Parcel ID 23-25-21-0010-06500-0000 GREER HILL 1&3

All of Tracts 65, and 80, ZEPHYRHILLS COLONY COMPANY LANDS SUBDIVISION of Section 23, Township 25 South, Range 21 East, Pasco County, Florida, as recorded in Plat Book 2, Page 1, Public Records of Pasco County, Florida.

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### **PARCEL 1:**

BEGIN at the Northwest corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 25 South, Range 22 East, Pasco County, Florida; thence N.00°13'31"E., 660.99 feet; thence N.00°14'00"E., 660.86 feet to the South boundary of SUNBURST HILLS as recorded in Plat Book 13, Pages 47-49 of the Public Records of Pasco County, Florida; thence N.89°57'19"E. along said South Boundary, 2757.88 feet to the Westerly right-of-way line of County Road 35-A; thence S.08°10'02"E. along said right-of-way line, a distance of 99.23 feet; thence S.89°57'19"W., 450 feet; thence S.00°14'00"W., 589.13 feet to the South boundary of the North 1/2 of said Southwest 1/4; thence N.89°23'27"W., 213.24 feet; thence S.06°30'45"E., 667.75 feet; thence N.89°22'07"W., 2187.52 feet to the POINT OF BEGINNING.

#### **TOGETHER WITH:**

#### **PARCEL 2:**

COMMENCE at the Southwest corner of the North 1/2 of the Southwest 1/4 of Section 19, Township 25 South, Range 22 East, Pasco County, Florida; thence N.00°14'00"E., 660.86 feet to the South boundary of SUNBURST HILLS as recorded in Plat Book 13, Pages 47-49 of the Public Records of Pasco County, Florida; thence N.89°57'19"E. along said South boundary, 2757.88 feet to the Westerly right-of-way of County Road 35-A, thence S.08°10'02"E. along said right-of-way line, a distance of 99.23 feet to the POINT OF BEGINNING; thence S.89°57'19"W., 450 feet, thence S.00°14'00"W., 588.32 feet, more or less, to the South boundary of the North 1/2 of the Southeast 1/4 of said Section 19; thence S.89°24'50"E., 537.7 feet to the aforementioned Westerly right-of-way line of County Road 35-A, thence N.08°10'02"W. along said right-of-way line, 600.25 feet to the POINT OF BEGINNING.



BID - \$100.00  
Doc - \$0.70

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION



COLONIAL BANK, N.A.,

Case No. 51-2008-CA-0837-ES

Plaintiff,

Div. 5,

Documentary Tax Pd. \$ 0.70  
Intangible Tax Pd.  
Paula S. O'Neill, Clerk & Comptroller, Pasco County  
By T. Malone Deputy Clerk

v.

PRIORITY DEVELOPERS, INC.,  
SIBLINGS, LLC, AND  
FREDERIC C. STRECK,

Defendants.

CERTIFICATE OF TITLE

The undersigned clerk of the court certifies that he or she executed and filed a certificate of sale in this action on November 10, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Pasco County, Florida, described as follows:

DESCRIPTION:

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
12/22/10 10:23am 1 of 5  
OR BK 8491 PG 519

That portion of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 lying Northeast of Wire Road, TOGETHER WITH that portion of the Southeast 1/4 of the Southwest 1/4 lying Northeast of Wire Road, TOGETHER WITH Tracts 125 and 126, ZEPHYRHILLS COLONY COMPANY LANDS, as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida, ALL being in Section 23, Township 25 South, Range 21 East;

AND

The North 3/4 of the Northwest 1/4 of the Northeast 1/4, TOGETHER WITH that portion of Tracts 5, 6, 11 and 12, ZEPHYRHILLS COLONY COMPANY LANDS, as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida, ALL lying North and East of Wire Road, ALL being in Section 26, Township 25 South, Range 21 East;

TOGETHER WITH an easement for Ingress and egress over and across the West 35.00 feet of the South 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 25 South, Range 21 East, and the West 20.00 feet of Tract 36, ZEPHYRHILLS COLONY COMPANY LANDS, as recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida, ALL lying in Section 26, Township 25 South, Range 21 East.

R.FM.DC

AND BEING TOGETHER WITH the vacated rights of way recorded in Minute Book 15, pages 122 through 124, Public Records of Pasco County, Florida, described as follows;

That portion of the vacated right of way running North and South along the centerline of Section 23, Township 25 South, Range 21 East for the South 5/8 of a mile thereof that lies West of Tract 125, ZEPHYRHILLS COLONY COMPANY LANDS in said Section 23 and as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

AND

The West 15.00 feet of that portion of the vacated right of way running North and South on the East 1/4 mile of Section 23, Township 25 South, Range 21 East for the South 5/8 of a mile thereof that lies East of Tract 126, ZEPHYRHILLS COLONY COMPANY LANDS in said Section 23 and as recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

AND

The vacated 15.00 foot right of way lying East of Tracts 5 and 12, ZEPHYRHILLS COLONY COMPANY LANDS in Section 26, Township 25 South, Range 21 East, as recorded in Plat Book 2, Page 6, Public Records of Pasco County, Florida, said vacation recorded in Official Record Book 1290, Page 737 through 740, Pasco County Records.

AND

Section 23: The S-1/2 of SE-1/4 of SE-1/4

AND

Section 24: The NE-1/4 of SW-1/4 LESS the N-1/2 of NW-1/4 of NE-1/4 of SW-1/4, and the N-1/2 of SE-1/4 of SW-1/4, and the S-1/2 of SW-1/4 of SW-1/4

AND

Section 25: The W-1/2 of NW-1/4 of NW-1/4 LESS the South 214 feet thereof.

AND

Section 26: The E-1/2 of NE-1/4, and the N-1/2 of NE-1/4 of SE-1/4

AND

The S-1/2 of NE-1/4 of NW-1/4 of SE-1/4 LESS (a) the South 166 feet of the East 265 feet, and (b) the West 125 feet of the South 165 feet, and (c) the North 125 feet, all in the S-1/2 of NE-1/4 of NW-1/4 of SE-1/4

AND

The East 235 feet of the North 125 feet, of the S-1/2 of NE-1/4 of NW-1/4 of SE-1/4, all in Section 26, Township 25 South, Range 21 East, Pasco County, Florida.

AND

The South 80.00 feet of the East 65.00 feet of Tract 106, Zephyrhills Colony Company Lands Subdivision of Section 24, Township 25 South, Range 21 East, as per plat recorded in Plat Book 1, Page 55, Public Records of Pasco County, Florida.

AND

The South 80.00 feet of the West 15.00 feet of the vacated right-of-way lying East of and adjacent to said Tract 106.

LESS AND EXCEPT

Commence at the Southwest corner of the North 3/4 of the NE 1/4 of the NE 1/4 of said Section 26, thence N00°13'18"E along the West line of said NE 1/4 of the NE 1/4 a distance of 993.95 feet to the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 26, thence N00°22'12"E along the West line of the said SE 1/4 of the SE 1/4 of said Section 23 a distance of 331.68 feet, thence N00°17'26"E still along said West line 331.90 feet to the Northwest corner of the South 1/2 of the said SE 1/4 of the SE 1/4 of said Section 23, thence N89°54'31"E along the North line of said South 1/2 a distance of 1,329.62 feet to the Northeast corner of said South 1/2, thence S89°59'21"E along the North line of the South 1/2 of the SW 1/4 of the SW 1/4 of said Section 24 a distance of 1,324.31 feet to the Northeast corner of said South 1/2, thence S00°15'44"W along the East line of said SW 1/4 of the SW 1/4 of said Section 24 a distance of 661.06 feet to the Southeast corner of the SW 1/4 of the SW 1/4 of said Section 24, thence S89°58'34"W along the common line between Sections 24 & 25 a distance of 15.00 feet, thence S00°17'19"W along the East line of Tracts 7, 10 & 23 a distance of 736.23 feet, to the Point of Beginning, thence continue S00°17'19"W along the East line of Tracts 23 & 26 a distance of 351.96 feet, thence N89°57'42"W 1,293.79 feet to the West line of Tract 25 of said ZEPHYRHILLS COLONY COMPANY LANDS, thence N00°14'15"E along the said West line 155.02 feet, thence N90°00'00"E 83.89 feet, thence N00°16'44"E 100.00 feet to the Point of Curvature of a curve to the right having a Radius of 230.00 feet and a Central Angle of 21°24'00", thence along said curve 85.91 feet, thence S76°25'41"E 101.46 feet to a point on a curve concaved to the Westerly having a Radius of 2,060.00 feet, a Central Angle of 01°03'36", a Chord Bearing of N15°20'06"E and a Chord Distance of 38.11 feet, thence along said curve 38.11 feet, thence S89°57'42"E 1085.57 feet to the Point of Beginning.

AND (SIBLINGS, LLC PROPERTY)

PARCEL 1

The South 790.00 feet of the Southwest 1/4 of the Southwest 1/4, LESS AND EXCEPT the South 380.00 feet of the East 400.00 feet thereof AND LESS Road Right-Of-Way, Section 25, Township 25 South, Range 21 East, Pasco County, Florida, AND LESS AND EXCEPT the following described parcel: Commence at the Southwest Corner of Section 25; thence N.89°50'38"E., 922.79 feet; thence N.00°14'05"E., 381.72 feet; thence N.89°58'22"E., 160.00 feet for a POINT OF BEGINNING; thence N.00°14'05"E., 410.00 feet; thence S.89°58'22"E., 240.00 feet; thence S.00°14'05"W., 410.00 feet; thence S.89°58'22"E., 240.00 feet to the POINT OF BEGINNING.

OR BK  
3 8491  
of Pg  
5 521

OR BK 8491 Pg 522

PARCEL 2

Begin at the Northwest corner of the Southwest 1/4 of Section 25, Township 25 South, Range 21 East, Pasco County, Florida; thence run East, 860.00 feet; thence run South, 230.00 feet; thence run East 300.70 feet; thence run South, 1620.00 feet; thence run West, 1160.70 feet; thence run North, 1850.00 feet to the POINT OF BEGINNING. LESS AND EXCEPT that portion of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 25 South, Range 21 East, Pasco County, Florida being described as follows: Commencing at the Southwest corner of said Section 25; thence N.00°13'07"E., along the West boundary thereof, a distance of 1679.40 feet for a POINT OF

BEGINNING; thence continue N.00°13'07"E., a distance of 418.00 feet; thence S.89°57'43"E., a distance of 260.00 feet; thence S.00°13'07"W., a distance of 418.00 feet; thence N.89°57'43"W., a distance of 260.00 feet to the POINT OF BEGINNING.

PARCEL 3

That part of the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 25 South, Range 21 East, Pasco County, Florida, Bounded on the North by Parcel 1 as above described and bounded on the South by Parcel 2 as above described, consisting of a strip of land approximately 14 feet in width North to South and 1083.92 feet in length East to West.

PARCEL 4

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 25 South, Range 21 East, Pasco County, Florida being described as follows: Commencing at the Southwest Corner of said Section 25; thence N.00°13'07"E., along the West Boundary thereof, a distance of 1679.40 feet for a POINT OF BEGINNING; thence continue N.00°13'07"E., a distance of 418.00 feet; thence S.89°57'43"E., a distance of 260.00 feet; thence S.00°13'07"W., a distance of 418.00 feet; thence N.89°57'43"W., a distance of 260.00 feet to the POINT OF BEGINNING.

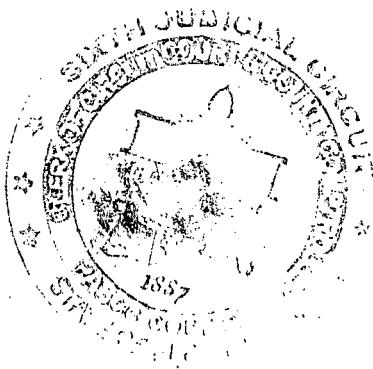
was sold to Sunfield Homes, Inc., and Freemarr Development, Inc., 3600 Galileo Drive, Suite 104, New Port Richey, Florida 34655.

WITNESS my hand and the seal of the court on DEC 21 2010, 2010.

Prepared By:  
Frederick T Reeves PA  
5709 Tidalwave Drive  
New Port Richey Florida 34652

PAULA S. O'NEIL  
Clerk of the Circuit Court &  
County Comptroller

By: *Terre Malone*  
Deputy Clerk



Copies to:

Mark R. King, Esq.

Aaron M. Jacobs, Esq.

Frederick T. Reeves, Esq.

H. Clyde Hobby, Esq.

OR BK **8491** PG **523**  
5 of 5

## CITY MANAGER'S REPORT 4.2

### Chicken Ordinance

#### **Issue:**

A discussion took place at the May 12th Council meeting regarding the keeping of backyard chickens. Council directed staff to draft ordinance language and bring back to a future meeting for discussion. Attached is the proposed ordinance language and associated application.

The proposed rules are as follows:

- The keeping of chickens shall be allowed only in the following residential zoning districts: **Fill in the districts**
- No roosters shall be allowed on any property within the city at any time.
- Any property having live chickens thereon shall have chicken coops or pens on said property, in the rear yard only, constructed in a manner to keep the chickens housed therein at all times. Each chicken coop or pen must have at least four (4) square feet of space per chicken kept on the property. Chickens shall be allowed outside the coops or pens periodically between sunrise and sunset, only, so long as the same are properly confined on the property with an impenetrable fence. No chicken pen shall exceed fifty (50) square feet in area.
- The coop must be no taller than six (6) feet from the ground.
- Any property on which live chickens are allowed must be properly maintained and properly remove waste products and ensure proper vegetative ground covers are maintained at all times. Any property on which a live chicken is kept that has more than one hundred (100) square feet of defoliated ground, outside a chicken pen or chicken coop area, shall be in violation of this section.
- No property shall have more than five (5) live chickens thereon at any time.
- Live chickens shall not be slaughtered or processed for consumption on any property within the city at any time.
- The coop shall be set back a minimum of 20 feet from side and rear lot lines.
- The on-site sale of eggs or any chicken products shall be prohibited.
- These requirements shall not be waived or varied.
- These regulations do not affect deed restrictions or covenants concerning chickens.
- Chickens will be removed after three (3), separate violation events as determined by the City's Code Enforcement Officer.

#### **Background:**

**Attachment(s):**

1. Amended Chicken Ordinance
2. Backyard Chicken Application

**Fiscal Impact:**

No fiscal impact is expected.

**Staff Recommendation:**

Staff recommends accepting the proposed language and approval to advertise for a new Backyard Chicken Ordinance.

**Sec. XXX-XX - Keeping live chickens.**

The keeping of live chickens within the city shall at all times be in accordance with this section.

(1) It shall be a violation of this Code of Ordinances to have, keep, maintain, or allow live chickens to be on any property within the city limits, except as provided in this section.

(2) The keeping of chickens shall be allowed only the following residential zoning districts: **Fill in the districts**

(3) No roosters shall be allowed on any property within the city at any time.

(4) Any property having live chickens thereon shall have chicken coops or pens on said property, in the rear yard only, constructed in a manner to keep the chickens housed therein at all times. Each chicken coop or pen must have at least four (4) square feet of space per chicken kept on the property. Chickens shall be allowed outside the coops or pens periodically between sunrise and sunset, only, so long as the same are properly confined on the property with an impenetrable fence. No chicken pen shall exceed fifty (50) square feet in area.

(5) The coop must be no taller than six (6) feet from the ground.

(5) Any property on which live chickens are allowed must be properly maintained to properly remove waste products and to ensure proper vegetative ground covers are maintained at all times. Any property on which a live chicken is kept that has more than one hundred (100) square feet of defoliated ground, outside a chicken pen or chicken coop area, shall be in violation of this section.

(6) No property shall have more than five (5) live chickens thereon at any time.

(7) Live chickens shall not be slaughtered or processed for consumption on any property within the city at any time.

(8) The coop shall be set back a minimum of 20 feet from side and rear lot lines.

(9) The on-site sale of eggs or any chicken products shall be prohibited.

(10) These requirements shall not be waived or varied.

(11) These regulations do not affect deed restrictions or covenants concerning chickens.

(12) Chickens will be removed after three (3), separate violation events as determined by the City's Code Enforcement Officer.

(13) The resident must complete the Residential Backyard Chicken Application.





## Residential Backyard Chicken Application

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### RULES & REGULATIONS

- The keeping of live chickens within the city shall at all times be in accordance with this section.
- It shall be a violation of this Code of Ordinances to have, keep, maintain, or allow live chickens to be on any property within the city limits, except as provided in this section.
- The keeping of chickens shall be allowed only the following residential zoning districts: **Fill in the districts**
- No roosters shall be allowed on any property within the city at any time.
- Any property having live chickens thereon shall have chicken coops or pens on said property, in the rear yard only, constructed in a manner to keep the chickens housed therein at all times. Each chicken coop or pen must have at least four (4) square feet of space per chicken kept on the property. Chickens shall be allowed outside the coops or pens periodically between sunrise and sunset, only, so long as the same are properly confined on the property with an impenetrable fence. No chicken pen shall exceed fifty (50) square feet in area.
- The coop must be no taller than six (6) feet from the ground.
- Any property on which live chickens are allowed must be properly maintained to properly remove waste products and to ensure proper vegetative ground covers are maintained at all times. Any property on which a live chicken is kept that has more than one hundred (100) square feet of defoliated ground, outside a chicken pen or chicken coop area, shall be in violation of this section.
- No property shall have more than five (5) live chickens thereon at any time.
- Live chickens shall not be slaughtered or processed for consumption on any property within the city at any time.
- The coop shall be set back a minimum of 20 feet from side and rear lot lines.
- The on-site sale of eggs or any chicken products shall be prohibited.
- These requirements shall not be waived or varied.
- These regulations do not affect deed restrictions or covenants concerning chickens.
- Chickens will be removed after three (3), separate violation events as determined by the City's Code Enforcement Officer.

**I have read, understand, and agree to comply with the City of Zephyrhills Ordinance XXXX-xx.**

\_\_\_\_\_  
Registrant Signature

\_\_\_\_\_  
Date

## **CITY MANAGER'S REPORT 4.3**

### City Entrance Signage

**Issue:**

Staff is requesting the City Council decide the wording of Hwy 301 entrance signs.

**Background:**

As part of the city park signage project, Kimley- Horn has designed entrance signage for Hwy 301 and downtown. Images are provided in your back-up. Staff is seeking direction from the City Council on the wording used for the entrance signs. "Welcome to the City of Zephyrhills" or "Welcome to Zephyrhills".

**Attachment(s):**

1. CITY GATEWAY AND COLUMN EXHIBIT
2. CITY GATEWAY AND COLUMN EXHIBIT (2)

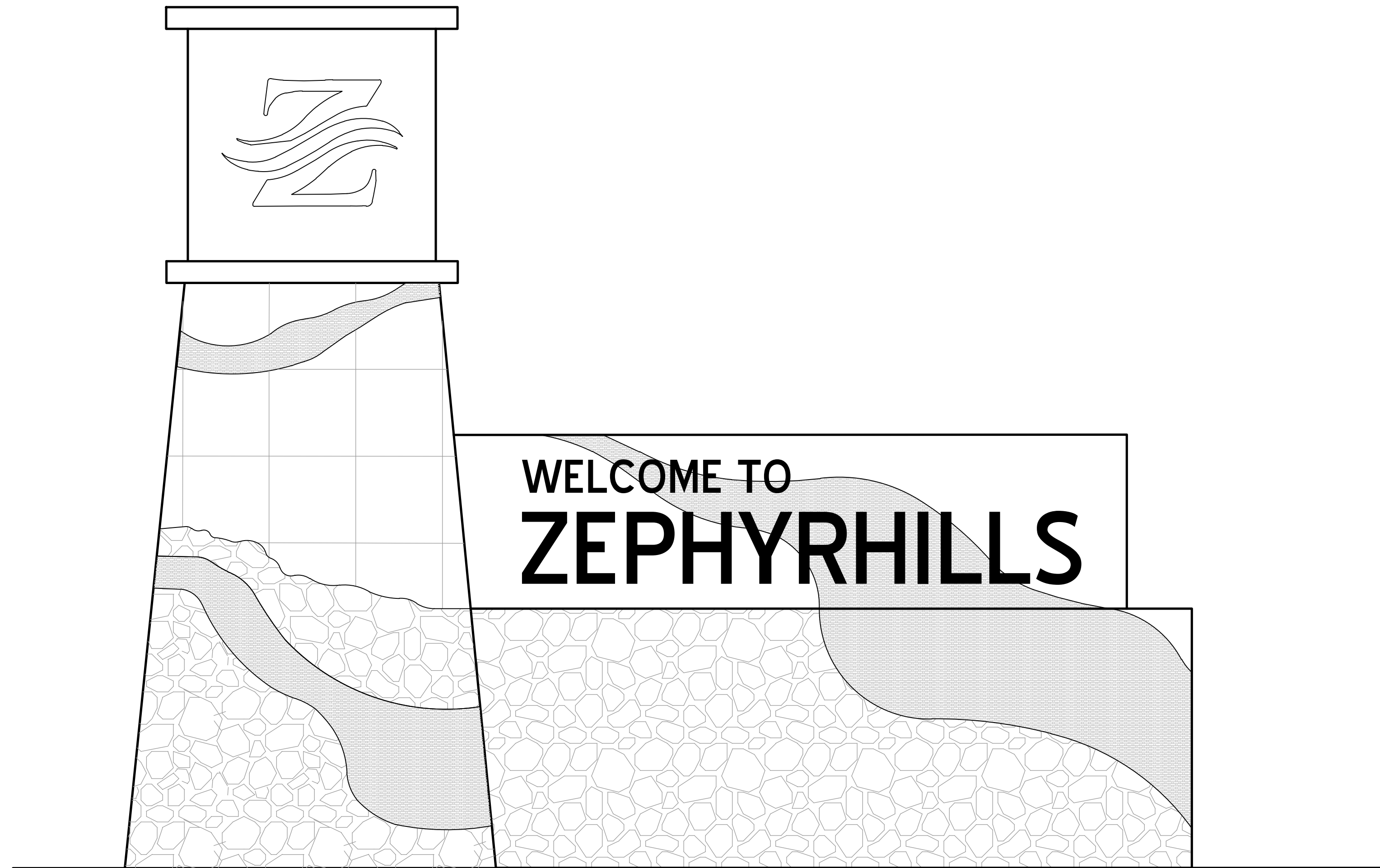
**Fiscal Impact:**

Not applicable

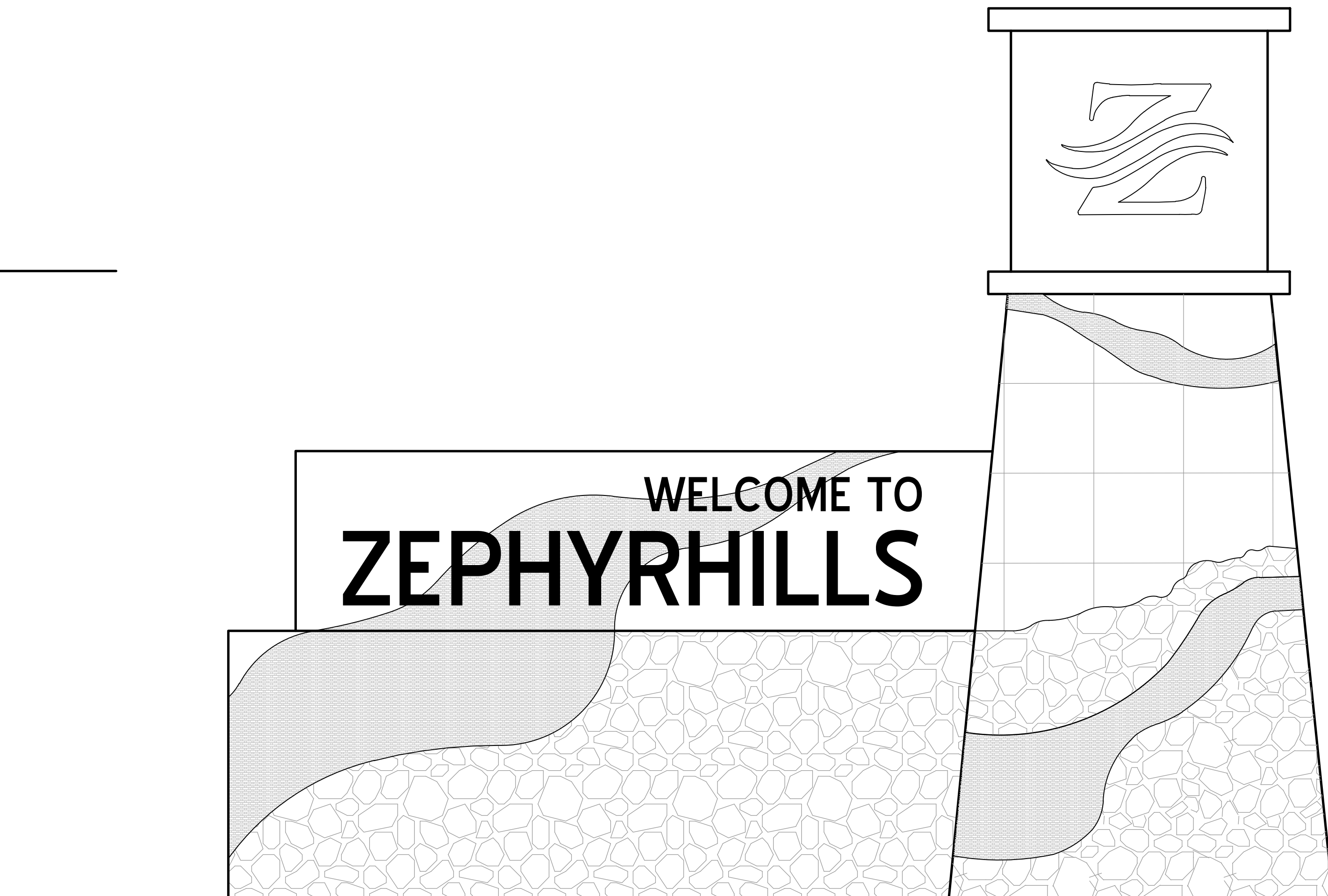
**Staff Recommendation:**

Staff is seeking direction on wording of Hwy 301 entrance signs

**CITY OF ZEPHYRHILLS**  
**GATEWAY MONUMENT SIGN**  
**OPTION 1: "WELCOME TO ZEPHYRHILLS"**



FRONT ELEVATION



### BACK ELEVATION

|                     |  |                          |  |                              |  |                                                                                                                                                                                                  |           |      |    |
|---------------------|--|--------------------------|--|------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|----|
| CITY PARKS SIGNAGE  |  | KHA PROJECT<br>148110013 |  | LICENSED PROFESSIONAL        |  | <div>Kimley»Horn</div> <div>© 2025, KIMLEY-HORN AND ASSOCIATES, INC.<br/>1800 2ND STREET, SUITE 900, SARASOTA, FL 34236<br/>PHONE: 941-379-7600<br/>WWW.KIMLEY-HORN.COM REGISTRY NO. 35106</div> |           |      |    |
| PREPARED FOR        |  | DATE<br>MAY 2025         |  | JAMES R. PANKONIN, P.L.A.    |  |                                                                                                                                                                                                  |           |      |    |
| CITY OF ZEPHYRHILLS |  | SCALE AS SHOWN           |  | FL LICENSE NUMBER<br>6666900 |  |                                                                                                                                                                                                  |           |      |    |
|                     |  | DRAWN BY JRP             |  |                              |  |                                                                                                                                                                                                  |           |      |    |
|                     |  | CHECKED BY               |  | DATE: 5/13/2025              |  |                                                                                                                                                                                                  |           |      |    |
|                     |  | JRP                      |  |                              |  |                                                                                                                                                                                                  |           |      |    |
| CITY OF ZEPHYRHILLS |  | FL                       |  | GATEWAY SIGN                 |  | No.                                                                                                                                                                                              | REVISIONS | DATE | BY |
| SHEET NUMBER        |  | OPTION 1                 |  |                              |  |                                                                                                                                                                                                  |           |      |    |



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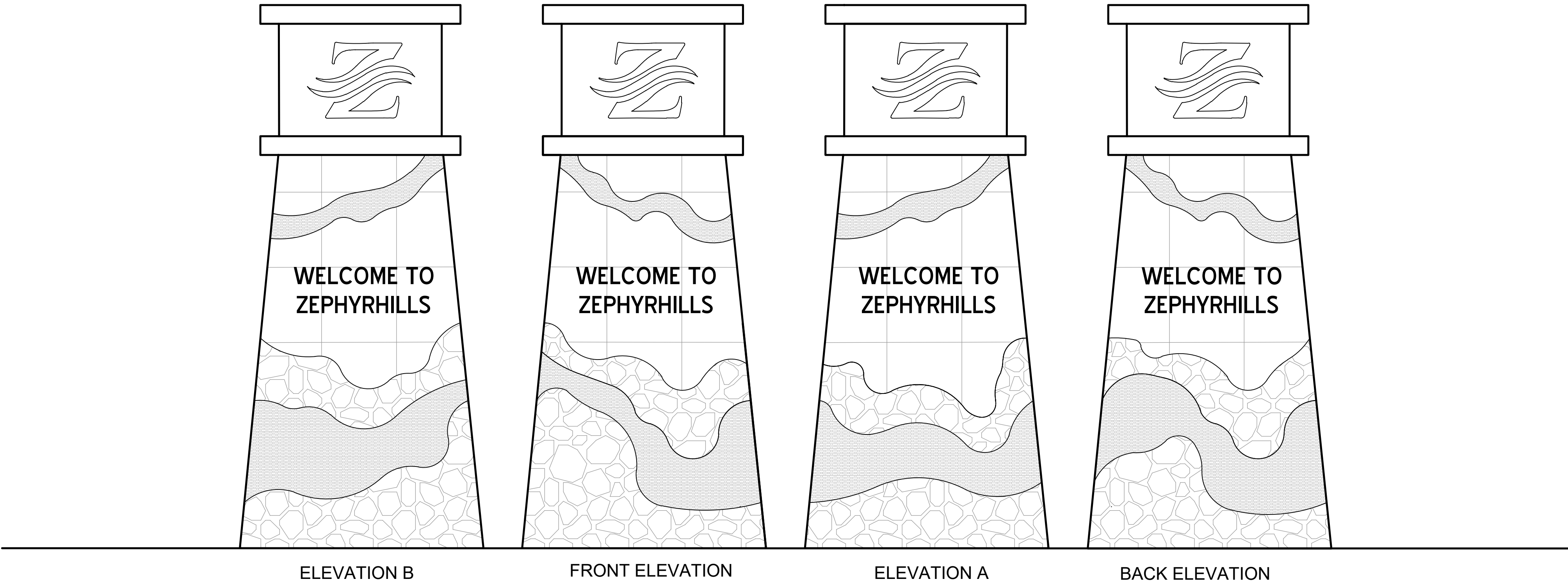


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# CITY OF ZEPHYRHILLS

## COLUMN MONUMENT SIGN (5TH STREET)

### OPTION 1: "WELCOME TO ZEPHYRHILLS"



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SHEET NUMBER  
OPTION 1

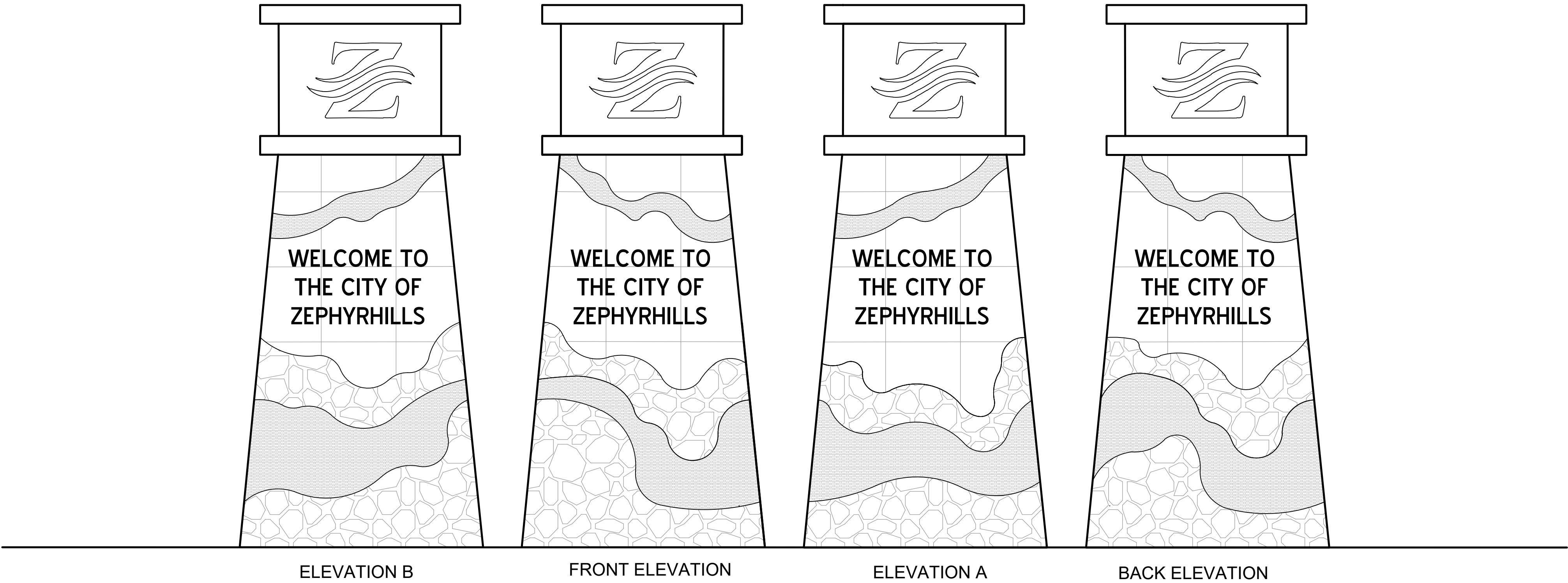


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# CITY OF ZEPHYRHILLS

## COLUMN MONUMENT SIGN (5TH STREET)

### OPTION 2: "WELCOME TO THE CITY OF ZEPHYRHILLS"



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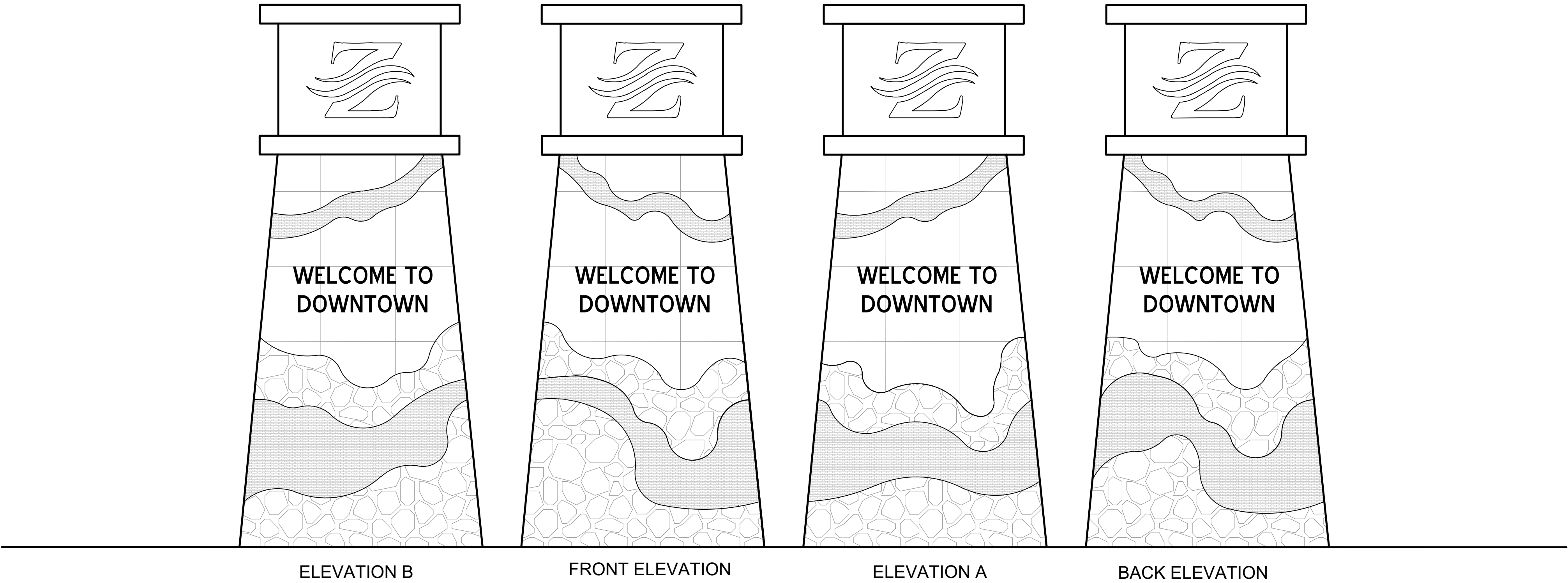


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# CITY OF ZEPHYRHILLS

## COLUMN MONUMENT SIGN (5TH STREET)

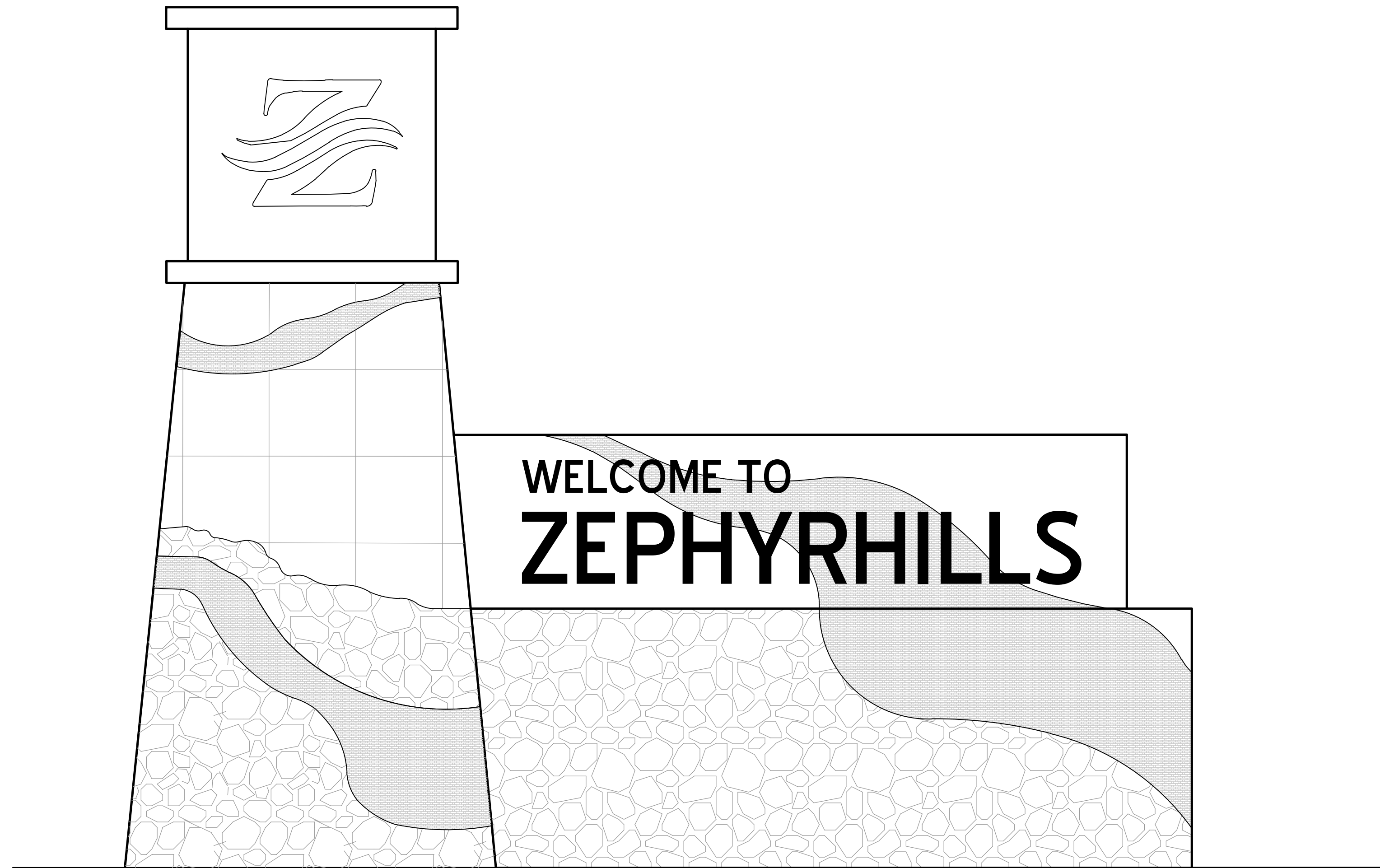
### OPTION 3: "WELCOME TO DOWNTOWN"



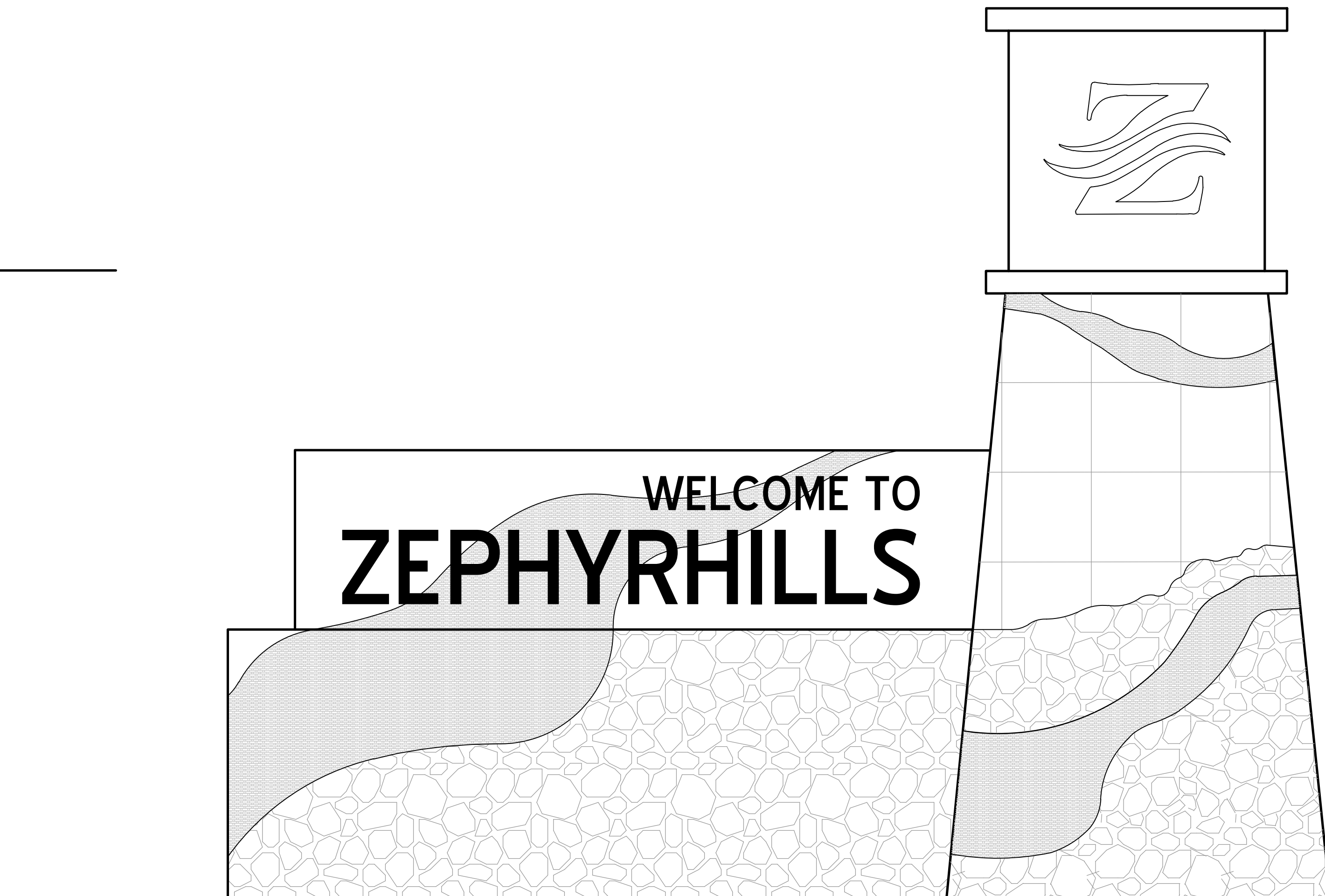
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FRONT ELEVATION



## BACK ELEVATION

|                                 |                                                                                             |    |              |                                                                                                                                                                                       |                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| SHEET NUMBER<br><b>OPTION 1</b> | CITY PARKS SIGNAGE<br>PREPARED FOR<br><b>CITY OF ZEPHYRHILLS</b><br><br>CITY OF ZEPHYRHILLS | FL | GATEWAY SIGN | <div> <div>KHA PROJECT<br/>148110013</div> <div>DATE<br/>MAY 2025</div> <div>SCALE AS SHOWN</div> <div>DESIGNED BY JRP</div> <div>DRAWN BY SNT</div> <div>CHECKED BY JRP</div> </div> | <div> <div>LICENSED PROFESSIONAL</div> <div>JAMES R. PANKONIN, P.L.A.</div> <div>FL LICENSE NUMBER<br/>6666900</div> <div>BATE: 5/13/2025</div> </div> | <div> <div><b>Kimley»»Horn</b></div> <div>           © 2025 KIMLEY-HORN AND ASSOCIATES, INC.<br/>           1800 2ND STREET, SUITE 900, SARASOTA, FL 34236<br/>           PHONE: 941-379-7600<br/>           WWW.KIMLEY-HORN.COM         </div> <div>           REGISTRY NO. 35106<br/>           No. _____<br/>           DATE _____<br/>           BY _____<br/>           REVISIONS _____         </div> </div> |
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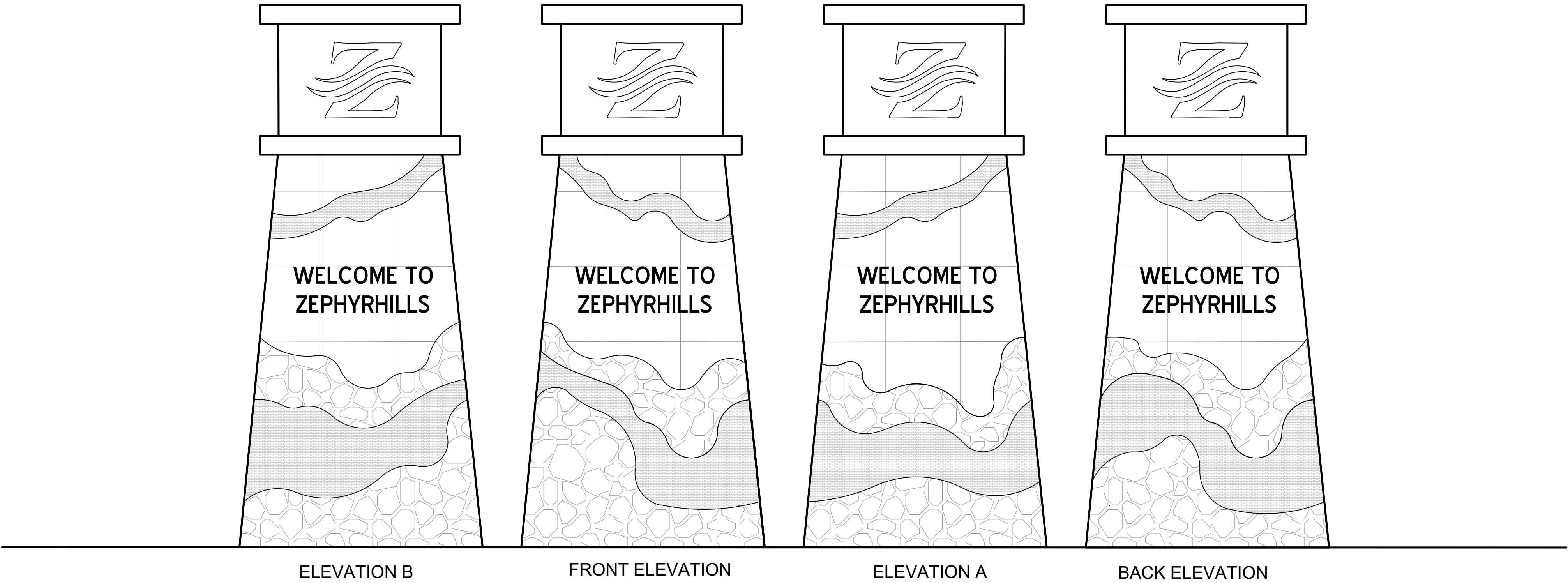


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# CITY OF ZEPHYRHILLS

## COLUMN MONUMENT SIGN (5TH STREET)

### OPTION 1: "WELCOME TO ZEPHYRHILLS"



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| CITY PARKS SIGNAGE<br>PREPARED FOR<br>CITY OF ZEPHYRHILLS<br>CITY OF ZEPHYRHILLS | SHEET NUMBER<br>OPTION 1 | COLUMN SIGN |  | KHA PROJECT<br>148110013<br>DATE<br>MAY 2025<br>SCALE<br>AS SHOWN<br>DESIGNED BY<br>JRP<br>DRAWN BY<br>SNT<br>CHECKED BY<br>JRP | LICENSED PROFESSIONAL<br>JAMES R. PANKONIN, P.L.A.<br>FL LICENSE NUMBER<br>6666900<br>DATE: 5/13/2025 | Kimley»Horn<br>© 2025 KIMLEY-HORN AND ASSOCIATES, INC.<br>1800 2ND STREET, SUITE 900, SARASOTA, FL 34236<br>PHONE: 941-379-7600<br>WWW.KIMLEY-HORN.COM    REGISTRY NO. 35106 | No. | REVISIONS |  | DATE | BY |
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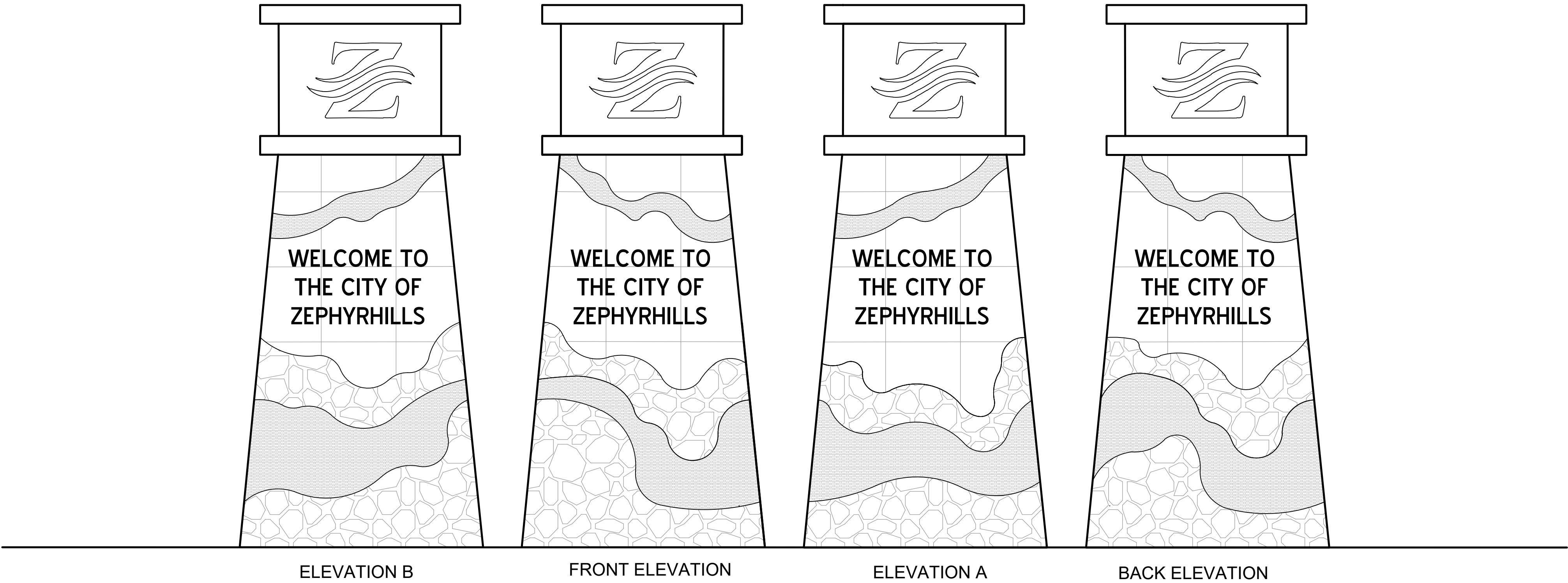


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# CITY OF ZEPHYRHILLS

## COLUMN MONUMENT SIGN (5TH STREET)

### OPTION 2: "WELCOME TO THE CITY OF ZEPHYRHILLS"



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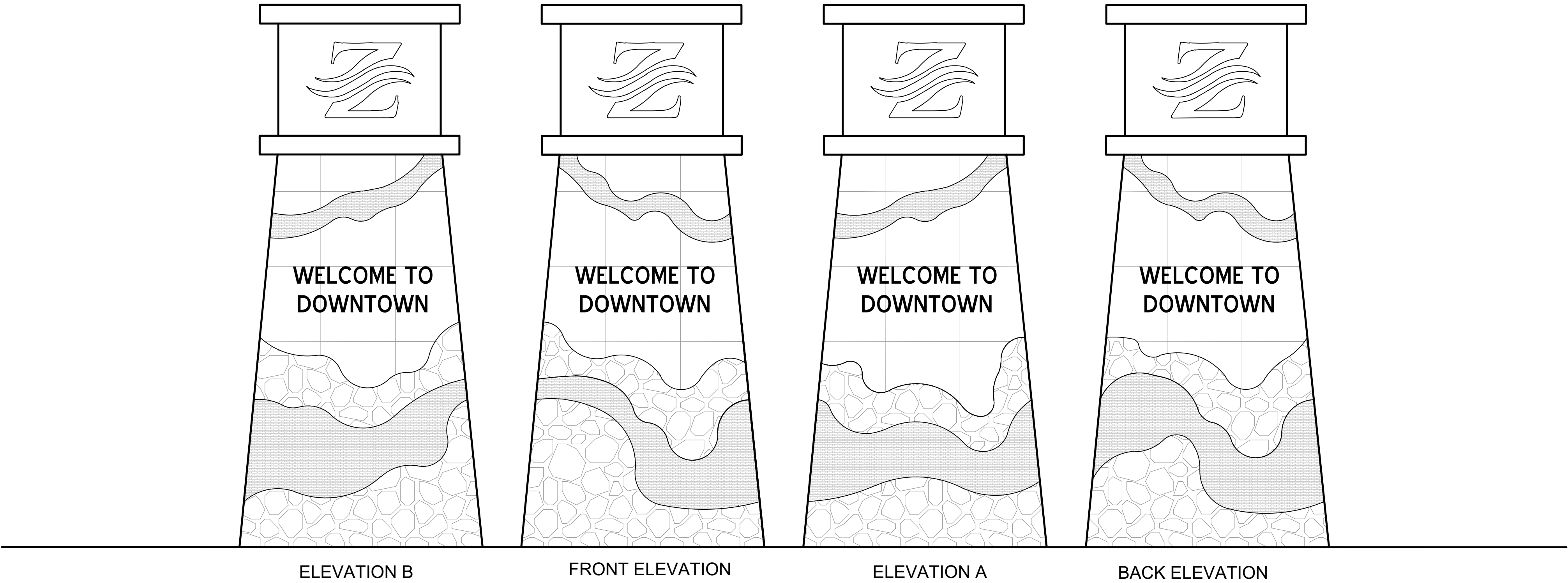


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# CITY OF ZEPHYRHILLS

## COLUMN MONUMENT SIGN (5TH STREET)

### OPTION 3: "WELCOME TO DOWNTOWN"



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## **NOTED ITEMS 5.1**

Jones Edmunds TA JE 25-08 Generator Grant Design Assistance

**Issue:**

Jones Edmunds to provide design and specs for the FDEM Grant we received for ten (10) emergency generators for lift stations.

**Background:**

The city applied for and received a grant from the FDEM for ten (10) emergency generators for lift stations. The information sent to the grant administrator was from a RCM estimate. RCM has been doing all our lift station rehab that included costs for materials and labor to purchase and install them.

Come to find out we could not use RCM under our continuing services contract which led us to going out to bid. Yet, before we could do all the bid docs we needed design specs and other stuff which Jones Edmunds has/is doing for us.

**Attachment(s):**

1. JE 25-08 Generator Grant

**Fiscal Impact:**

The cost impact of this TA is \$49,975.00

**Staff Recommendation:**

Informational only

**THE CITY OF ZEPHYRHILLS, FLORIDA  
EXHIBIT A – TASK ASSIGNMENT JE 25-08  
JONES EDMUNDS OPPORTUNITY NO. 95357-151-25  
GENERATOR GRANT**

## **PURPOSE**

This Task Assignment is issued under the Professional Services – City-Wide Services Contract dated June 11, 2018 between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant). The purpose of this Task Assignment is to authorize the Consultant to provide engineering services in support of the City’s storm hardening initiative. Specifically, this task includes the design and coordination of new emergency standby generators at select wastewater lift stations that currently lack permanent backup power. These improvements are intended to enhance the City’s resilience and operational reliability during severe weather events and power outages.

## **METHOD OF COMPENSATION**

Payment shall be in accordance with the June 11, 2018 Contract. Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work as described herein shall be on a time and materials basis as identified below and shall not exceed Forty-Nine Thousand Nine Hundred Seventy-Five dollars (\$49,975) payable at the current contract rates. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

## **STANDARD OF CARE**

The Consultant agrees that the plans, permits, and studies produced as a result of this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

## **PROCESS**

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope Of Services
- Attachment 2 – Consultant’s Project Team Members
- Attachment 3 – Total Cost for Services
- Attachment 4 – Truth in Negotiation Certificate (as required per Florida Statutes)

These Attachments to this Exhibit A are required for a complete Task Assignment.



## ATTACHMENT 1 - SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 4, the City and Consultant agree, by signature, to the details negotiated in this Task Assignment.

### GENERATOR GRANT

#### BACKGROUND

The City of Zephyrhills is seeking a Contractor to install Owner-Direct-Purchase (ODP) Generators for 10 lift stations (LS) around the City. The project will comprise installing a Cummins diesel generator with a Level 2 sound-attenuated enclosure and subbase fuel tank, a concrete pad, electrical rack modifications, an automatic transfer switch (ATS), and associated site and electrical work. The Contractor will be responsible for supplying all materials (including fuel), equipment, and labor necessary to complete the Work and will provide a complete and working system. The Contractor will also be responsible for the startup procedure, testing, and verification of operation and providing a full fuel tank after testing for the following LS's:

---

|    |       |                                                          |
|----|-------|----------------------------------------------------------|
| 1  | LS 2  | 38960 8 <sup>th</sup> Avenue, Zephyrhills, Florida 33542 |
| 2  | LS 3  | 5334 7 <sup>th</sup> Street, Zephyrhills, Florida 33542  |
| 3  | LS 4  | 5001 4 <sup>th</sup> Street, Zephyrhills, Florida 33542  |
| 4  | LS 19 | 37981 Eiland Boulevard, Zephyrhills, Florida 33542       |
| 5  | LS 22 | 6481 20 <sup>th</sup> Street, Zephyrhills, Florida 33542 |
| 6  | LS 57 | 39667 Dawson Chase Drive, Zephyrhills, Florida 33540     |
| 7  | LS 18 | 37845 Palmetto Palm Drive, Zephyrhills, Florida 33542    |
| 8  | LS 8  | 4330 20 <sup>th</sup> Street, Zephyrhills, Florida 33542 |
| 9  | LS 14 | 37762 C Avenue, Zephyrhills, Florida 33542               |
| 10 | LS 15 | 38732 Piedmont Avenue, Zephyrhills, Florida 33540        |

#### SCOPE OF WORK

This Task Assignment authorizes Jones Edmunds to provide professional services to support the City's storm hardening initiative through the installation of new standby generators at multiple lift stations. **Task 1 – Engineering** includes design of generator systems, site layout evaluations, and preparation of construction documents and cost estimates. **Task 2 – Bidding Support** includes assistance during the 60-day bidding and award process for a construction-only contract, with coordination on the Owner Direct Purchase (ODP) of major equipment. **Task 3 – Limited Construction-Phase Technical Consultation** includes on-call support during construction, including responses to technical inquiries, limited submittal reviews, and

participation in meetings as requested. Permitting, environmental, and resident observation services are excluded.

## **TASK 1 – ENGINEERING**

The Consultant has coordinated with City staff to provide engineering services for the design of new generator installations at multiple lift station sites. The scope of services includes the following:

- Evaluation of site conditions, including fencing layout at 10-Lift Stations and necessary tree removal at Lift Station 15
- Determination of generator placement, automatic transfer switch (ATS) location, and associated appurtenances
- Design of new generators at each lift station

Jones Edmunds will prepare construction drawings and technical specifications for the above-described elements. The submittal will include approximately eight (8) drawings and specifications from Divisions 2, 3, 5, and 16. Additionally, Jones Edmunds will provide opinions of probable construction cost for structural components at each project milestone.

Project milestones will include virtual design review meetings attended by Jones Edmunds staff.

**Deliverables:** A draft Generator Set Basis of Design Memorandum (BODM) will be submitted to the City for review and comment. Final design documents will incorporate feedback received from the City.

## **TASK 2 – BIDDING SERVICES**

To support the City during the proposed 60-day bidding and award process for the construction-only contract, which will include Owner Direct Purchase (ODP) of major materials (e.g., generator), the Consultant will:

- Provide electronic Bid Documents (PDF format) to the City. The City will be responsible for advertising the project, printing and distributing the Bid Documents, maintaining a list of plan holders, and corresponding with prospective bidders.
- Assist with the preparation of one addendum to the Contract Documents, if required. The City will collect and compile bidder questions (verbal and written), determine whether an addendum is necessary, and prepare and issue the addendum. The Consultant will provide written responses to bidder questions for the City's use.
- Attend one pre-bid meeting with prospective bidders. The City will lead the meeting, issue meeting minutes, and prepare any related addenda.
- Review submitted bids, prepare a bid tabulation, perform a basic evaluation of the apparent low bidder (including reference checks), and provide a recommendation letter to the City.



### **TASK 3 – LIMITED CONSTRUCTION PHASE TECHNICAL CONSULTATION**

An 18-month construction schedule is assumed for this project, including a 12-month submittal and material acquisition period followed by 6 months of on-site construction. The material acquisition timeline may vary, which could impact the overall construction duration.

The construction phase support budget is based on a 6-month period of limited, as-requested involvement. Construction administration is defined here as on-call technical support to assist with clarifications, contractor inquiries, and coordination with the City as needed. No resident observation (RO) services are included. The Consultant will provide the following limited construction-phase support:

- Respond to technical questions from the City or contractor regarding plans, specifications, and submittals
- Review contractor submittals and shop drawings on a requested basis
- Provide clarifications or interpretations of contract documents
- Attend construction meetings upon request (virtually or in person, as needed)
- Review and respond to Requests for Information (RFIs) as needed
- Assist with resolving unforeseen technical issues that arise during construction
- Support with review of change order requests, if requested by the City
- Prepare brief written responses or recommendations when required

#### **SUBMITTAL REVIEW**

The Consultant will provide limited support for submittal reviews on an as-requested basis. This includes logging, reviewing, and issuing comments on select project submittals, such as construction schedules, work plans, shop drawings, product data, warranties, samples, and O&M manuals. The Consultant anticipates up to 22 submittals for this project and will perform one initial review and one resubmittal review per item, as requested. Submittals that do not clearly list all deviations, according to project requirements, may be returned without review.

### **EXCLUSIONS AND CONDITIONS**

The following items are exclusions and conditions of this Scope of Services:

- This Scope of Work does not include permitting services.
- This project will not require design or permitting wastewater systems. Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Work.

## ATTACHMENT 2 - CONSULTANT'S PROJECT TEAM MEMBERS

The Consultant shall provide the name, title, and responsibility of each of the Consultant's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment. The Consultant shall also provide the contact information for the Consultant's Project Engineer assigned to this project.

The following is a list of proposed team members for this project. Any changes to the proposed project team will be coordinated in advance with the City's Project Manager.

| Name                     | Title                  | Responsibility                    |
|--------------------------|------------------------|-----------------------------------|
| Michael Clark, PE        | Senior Engineer        | Client Services Manager           |
| Ed Earnest, PE           | Senior Engineer        | Senior QAQC                       |
| Ken Fraser, PE           | Senior Engineer        | Task Manager and Project Engineer |
| Christopher Seufert, PMP | Senior Project Manager | Bidding Services Task Leader      |
| Terry Ann LeDuc          | Project Coordinator    | Document Control Support          |

### ATTACHMENT 3 - TOTAL COST FOR SERVICES

Based on the Scope of Work described in Attachment 1, the City will compensate the Consultant on a time and materials basis, as follows:

| Task                                                 | Labor           | Expenses       | Total           |
|------------------------------------------------------|-----------------|----------------|-----------------|
| Engineering                                          | \$9,015         |                | <b>\$9,015</b>  |
| Bidding Services                                     | \$9,680         | \$250          | <b>\$9,930</b>  |
| Limited Construction Phase<br>Technical Consultation | \$26,830        | \$4,000        | <b>\$30,830</b> |
| <b>Total</b>                                         | <b>\$45,525</b> | <b>\$4,250</b> | <b>\$49,775</b> |

## ATTACHMENT 4 - TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement dated June 11, 2018, are accurate, complete, and current as of the time of entering into the contract. This Certificate is executed in compliance with Section 287.055(5)(a) of the Florida Statutes.

DATED this 29<sup>th</sup> day of April 2025.

By: [Signature]  
Stanley F. Ferreira, Jr., PE  
President and CEO

STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE, President and CEO of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 29<sup>th</sup> day of April, 2025, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

NOTARY'S SIGNATURE AND SEAL:

[Signature: JoAnne Talamo]



COMMISSION SEAL/NUMBER: HH302593

## SIGNATURE

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

### OWNER

City of Zephyrhills, Florida

By: 

~~Council President~~

*CITY MANAGED*

*William C. Roe, Sr.*

Date Approved: *05/02/2025*

ATTEST

By: 

Ricardo Quinones, City Clerk

### CONSULTANT

Jones Edmunds & Associates, Inc.

By: 

Stanley F. Ferreira, Jr., PE  
President & CEO

*TJ Little 4/29/25*

ATTEST

By: 

Linda Lyles, Contracts Specialist

## **NOTED ITEMS 5.2**

### Task Assignment 25-05 for Jones Edmunds GIS Data Update Support

**Issue:**

To improve the Utilities Department's existing and future GIS data.

**Background:**

The City's Utilities Department is seeking geospatial consulting services to improve its existing GIS data. The City has identified data gaps, spatial alignment and attribution discrepancies within its GIS data and wishes to improve the spatial accuracy, attribution and topology of its water, reclaimed water and wastewater GIS data. The Consultant will perform spatial correction, add and/or correct attribution and establish network connectivity of the water, reclaimed water and wastewater GIS data. The Consultant will prioritize spatial correction and connectivity of features at the City's direction.

**Attachment(s):**

1. Jones Edmunds 25-05 GIS Data Update Support 2025

**Fiscal Impact:**

The proposed TA is for \$47,850.00 and is only utilized when the city contacts JE for assistance, and is covered in the current approved budget.

**Staff Recommendation:**

Informational only.

**THE CITY OF ZEPHYRHILLS, FLORIDA**  
**EXHIBIT F - TASK ASSIGNMENT JE 25-05**  
**GIS Data Update Support 2025**

**1. PURPOSE**

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018, and Amendment dated May 24, 2021, between The City of Zephyrhills, Florida, (City) and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide engineering services when and as authorized by the City's representative, when deemed necessary.

**2. METHOD OF COMPENSATION**

Payment shall be in accordance with the June 11, 2018 Contract and any Amendments thereafter. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall not exceed Forty-Seven Thousand, Eight Hundred and Fifty dollars (\$47,850). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

**3. STANDARD OF CARE**

The Consultant agrees that the plans, specifications, and studies produced as a result of this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

**4. PROCESS**

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (as required per Florida Statutes)

All Attachments to this Exhibit F are required for a complete Task Assignment.

## **ATTACHMENT 1—SCOPE OF SERVICES**

All terms used herein shall have the same meaning as defined in the Contract unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, the City and Consultant agree, by signature, to the details negotiated in this Task Assignment.

### **BACKGROUND**

The City's Utilities Department is seeking geospatial consulting services to improve its existing GIS data. The City has identified data gaps, spatial alignment and attribution discrepancies within their GIS data and wishes to improve the spatial accuracy, attribution and topology of its water, reclaimed water and wastewater GIS data. The Consultant will perform spatial correction, add and/or correct attribution and establish network connectivity of the water, reclaimed water and wastewater GIS data. We have proposed a phased approach to focus on specific areas and find efficiencies as new City staff is supporting GIS. The Consultant will prioritize spatial correction and connectivity of features at the City's direction.

### **SCOPE OF SERVICES**

#### **Task 1 – GIS Data Updates from As Built and Institutional Knowledge**

The City has identified spatial alignment discrepancies between point and line features in its water, reclaimed water and pressurized sewer GIS data. There are also missing features and topological issues in network connectivity between pipes, valves, fittings, manholes, meters, and other point features that impact asset management tracking in Cityworks as well as prevents network analyses. These data gaps or attribution discrepancies result in a lower confidence in the City's current Utilities GIS data – water, sewer and reclaimed water. The City has indicated that currently the most reliable source of utility information will be as-built plan sets and institutional knowledge from City staff. The Consultant will spatially correct features to the best available data source, including as-built plan sets, high resolution aerial photography, and supplemental verification using street view and support from institutional knowledge. In addition to spatial adjustment of existing and placement of new features, the Consultant will extract attribution from record drawings to populate pertinent fields in the GIS such as type, material, diameter, slope, install date, elevations, data source, etc. This improvement will allow staff to work with the City's GIS and have a higher level of confidence in the data.

To accomplish this, the Consultant will work with the City to select, prioritize and georeference record drawings currently in the Laserfiche document management system. The Consultant will update the City's GIS with the data from these project record drawings. The best available data will be used to ensure the GIS reflects the most accurate representation of the City's system.

The as-builts will be georeferenced to their correct spatial location within the State Plane HARN NAD 83 Florida West Feet projection. The assignment of spatial references will use the latest available aerials and parcels from Pasco County.



It is anticipated that updating GIS data for all of the City's datasets will require a multi-phase effort. We expect to digitize up to 100 as-built sheets in this phase. If more sheets need to be digitized, we will re-evaluate the scope and fee with the City.

Only drawings tagged with "As-Built" will be digitized unless directed otherwise by the City.

**Priority Projects:**

| <b>As Built Set</b>             | <b>Sheets to be Digitized</b> |
|---------------------------------|-------------------------------|
| Massey Rd 8-Inch WM Extension   | 4                             |
| Updates from Master Plan        | 6                             |
| Zephyr Lakes Phase 3 – need pdf | 5                             |
| Hometown Highlands              | 11                            |
| Zephyrhills Northside LS & FM   | 18                            |
| 301 W__WW Pipeline              | 23                            |
| RCW Interconnect                | 8                             |
| TBD                             | 25                            |

The City has indicated that currently the most reliable source of utility information will be as-built plan sets; however, there are gaps in as-built plan sets and institutional knowledge is the best source to fill in those gaps.

The City has identified spatial alignment discrepancies between point and line features in its water and sewer GIS data. There are also missing features and topological issues in network connectivity between pipes, valves, fittings, manholes, meters, and other point features that impact asset management tracking in Cityworks as well prevents network analyses. The City has indicated that currently the most reliable source of utility information is institutional knowledge. In addition to spatial adjustment of existing and placement of new features, the Consultant will update attribution from institutional knowledge to populate pertinent fields in the GIS such as type, material, diameter, install date, etc. This improvement will allow staff to work with the City's GIS and have a higher level of confidence in the data.

To accomplish this, the Consultant will update the GIS based on the City's input for a total of 100 hours. The Consultant will update the City's GIS based on the institutional knowledge transferred during the on-site meetings. The best available data will be used to ensure the GIS reflects the most accurate representation of the City's system.

It is anticipated that updating GIS data for all of the City's datasets will require a multi-phase effort. For this phase of the project, the Consultant will update the water system.

### **Deliverables – Task 1**

When this task is complete, the City will have updated GIS assets in their enterprise GIS database. These updates will be visible in other software such as Cityworks and Esri Field Maps. All of the updates made will be tracked and documented in the individual feature classes for data source, plan set name, elevation source, data confidence, last date edited as well as last person to edit the data.

### **EXCLUSIONS AND CONDITIONS**

The following exclusions and conditions apply to the Scope of Professional Services, fee estimate, and schedule:

- The Consultant will request multiple data types and information from the City and will need timely response to meet targeted completion dates.
- The City will be responsible for supplying all hardware and software to support the work for this project. The City will make the hardware and software (Cityworks Server, ArcGIS Server, ArcGIS Desktop, SQL Server) for the project available to the Consultant to use while completing the work outlined in this Scope of Work.
- The City will make a remote connection available to use throughout this project. The majority of the work on this project will be through remote access.
- The City will be responsible for providing a suitable training room with enough Windows-platform desktop/laptop computers and/or tablet/mobile devices for use in training City staff.

## ATTACHMENT 2—PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed (NTP) and continue until the scope of services is completed and accepted by the City. Said project shall maintain the schedule as provided. If the schedule is altered due to unforeseen delays, the City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

The City's Project Manager and the Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule shall include the proposed start date, substantial completion date, and final completion date.

The Consultant expects the Tasks to take approximately 6 months to complete. The Consultant will develop a firm timeline with the City after receiving the NTP.

| Milestone               | Activity<br>Duration<br>(Days) | Days from<br>NTP |
|-------------------------|--------------------------------|------------------|
| GIS Update Support 2025 | 30                             | 180              |

### ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

Consultant shall provide the name, title, and responsibility for each of the Consultant’s employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. The Consultant shall also provide the contact information for the Consultant’s Project Engineer assigned to this project.

| Name                      | Company       | Title               | Responsibility      |
|---------------------------|---------------|---------------------|---------------------|
| Michael Clark, PE         | Jones Edmunds | Senior Engineer     | SME                 |
| Brian Rosenfeld, MS, GISP | Jones Edmunds | Sr. Systems Analyst | Project Management  |
| Suzanne Kaufman, PE       | Jones Edmunds | Senior Manager      | Management          |
| Zach Oyer                 | Jones Edmunds | Systems Analyst     | Systems Analyst     |
| Alex Buchans              | Jones Edmunds | Senior GIS Analyst  | GIS QA/QC           |
| Jaden Erickson            | Jones Edmunds | GIS Analyst         | GIS Analyst         |
| Jaden Erickson            | Jones Edmunds | GIS Analyst         | GIS Analyst         |
| Nik Kopp                  | Jones Edmunds | GIS Analyst         | GIS Analyst         |
| Jesse Masters             | Jones Edmunds | Senior GIS Analyst  | GIS Analyst - QA/QC |

## ATTACHMENT 4—TOTAL COST FOR SERVICES

The Consultant shall provide a proposal with a time and material total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material costs for each project shall be complete and detailed and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the Professional Services – City-Wide Services Contract.

| Task                      | Labor     | Total     |
|---------------------------|-----------|-----------|
| Task 1 – GIS Data Updates | \$ 47,850 | \$ 47,850 |
| Total                     |           | \$ 47,850 |

## ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the June 11, 2018 Contract are accurate, complete, and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

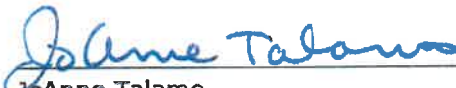
Dated this 12<sup>th</sup> day of March 2025.

By:  (affiant's signature)

STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE, President & CEO of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 12<sup>th</sup> day of March, 2025, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

  
JoAnne Talamo



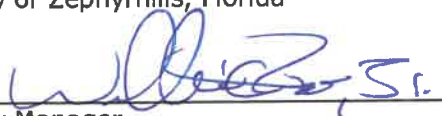
COMMISSION SEAL/NUMBER: HH302593

## Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

### OWNER

City of Zephyrhills, Florida

By: 

City Manager

Date Approved: 5/23/25

### ATTEST

By: 

Ricardo Quinones, City Clerk

### CONSULTANT

Jones Edmunds & Associates, Inc.

By: 

Stanley E. Ferreira, Jr., PE  
President & CEO

### ATTEST

By: 

Linda Lyles, Contracts Specialist

*SKaufman 3/11/25*

## **NOTED ITEMS 5.3**

Task Assignment JE 25-06 CityWorks and ArcGIS Enterprise Support

**Issue:**

Task Assignment JE 25-06 CityWorks and ArcGIS Enterprise Support

**Background:**

The City has invested in Esri ArcGIS Enterprise and Cityworks Server Asset Management System (AMS) as enterprise solutions for the Utilities Department. As the City continues to expand the use of CityWorks and ArcGIS Enterprise within the utility, the City has requested that the Consultant provide support services on an as-needed basis.

The Scope of Services for this Task Assignment includes the Consultant performing support on an as-needed basis at the direction of City staff for CityWorks and ArcGIS Enterprise.

**Attachment(s):**

1. Jones Edmunds 25-06 CityWorks and ArcGIS Enterprise Support 2025

**Fiscal Impact:**

The TA proposal is for \$41,220.00 and is covered in the current approved budget.

**Staff Recommendation:**

Informational Only



**THE CITY OF ZEPHYRHILLS, FLORIDA**  
**EXHIBIT F-TASK ASSIGNMENT JE 25-06**  
**Cityworks and ArcGIS Enterprise Support 2025**

**1. PURPOSE**

This is a Task Assignment to the Professional Services – City-Wide Services Contract dated June 11, 2018 between The City of Zephyrhills, Florida, (City) and Jones Edmunds & Associates, Inc. (Consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Consultant to provide engineering services when and as authorized by the City’s representative, when deemed necessary.

**2. METHOD OF COMPENSATION**

Payment shall be in accordance with the June 11, 2018 Contract and any Amendments thereafter. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall not exceed Forty-One Thousand, Two Hundred and Twenty dollars (\$41,220). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

**3. STANDARD OF CARE**

The Consultant agrees that the plans, specifications, and studies produced as a result of this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

**4. PROCESS**

The following Task Assignment Process shall be followed when engineering services are required. The Consultant shall provide a complete and detailed proposal to include materials and labor and shall submit its proposal in the following format to the City for review, revision, and approval.

The Consultant, at minimum, shall be required to provide the following details in its proposal:

- Attachment 1 – Scope of Services
- Attachment 2 – Project Schedule
- Attachment 3 – Consultant's Project Team Members
- Attachment 4 – Total Cost for Services
- Attachment 5 – Truth in Negotiation Certificate (as required per Florida Statutes)

All Attachments to this Exhibit F are required for a complete Task Assignment.

## ATTACHMENT 1—SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the Contract unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, the City and Consultant agree, by signature, to the details negotiated in this Task Assignment.

### BACKGROUND

The City has invested in Esri ArcGIS Enterprise and Cityworks Server Asset Management System (AMS) as enterprise solutions for the Utilities Department. As the City continues to expand the use of Cityworks and ArcGIS Enterprise within the utility, the City has requested that the Consultant provide support services on an as-needed basis.

The Scope of Services for this Task Assignment includes the Consultant performing support on an as-needed basis at the direction of City staff for Cityworks and ArcGIS Enterprise.

### SCOPE OF SERVICES

#### TASK 1 – Cityworks Support

The Consultant will provide focused support to the water and wastewater departments to support Cityworks and continue to train staff on administering Cityworks.

The Consultant will provide Cityworks support to the City. Individual support tasks will be discussed and agreed to before beginning each task.

#### TASK 2 – ArcGIS Enterprise Support

The Consultant will provide focused support to assist in training City staff how to maintain their GIS data using ArcGIS Pro. As well as update ArcGIS Enterprise to the latest stable long-term support version. After those priorities have been addressed, any additional ArcGIS Enterprise support needs requested by the City will be addressed.

The Consultant will provide ArcGIS Enterprise support to the City. Individual support tasks will be discussed and agreed to before beginning each task.

### EXCLUSIONS AND CONDITIONS

The following exclusions and conditions apply to the Scope of Professional Services, fee estimate, and schedule:

- The Consultant will request multiple data types and information from the City and will need timely response to meet targeted completion dates.
- The City will be responsible for supplying all hardware and software to support the work for this project. The City will make the hardware and software (Cityworks Server, ArcGIS Server, ArcGIS Desktop, SQL Server) for the project available to the Consultant to use while completing the work outlined in this Scope of Work.
- The City will make a remote connection available to use throughout this project. The majority of the work on this project will be through remote access.

- The City will be responsible for providing a suitable training room with enough Windows-platform desktop/laptop computers and/or tablet/mobile devices for use in training City staff.

## ATTACHMENT 2—PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed (NTP) and continue until the scope of services is completed and accepted by the City. Said project shall maintain the schedule as provided. If the schedule is altered due to unforeseen delays, the City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

The City's Project Manager and the Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule shall include the proposed start date, substantial completion date, and final completion date.

The Consultant expects the Tasks to take approximately 6 months to complete. The Consultant will develop a firm timeline with the City after receiving the NTP.

| Milestone                                    | Activity<br>Duration<br>(Days) | Days from<br>NTP |
|----------------------------------------------|--------------------------------|------------------|
| Cityworks and ArcGIS Enterprise Support 2025 | 30                             | 180              |

### **ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS**

Consultant shall provide the name, title, and responsibility for each of the Consultant’s employees proposed to complete the Scope of Services identified in Attachment 1 of this Task Assignment. The Consultant shall also provide the contact information for the Consultant’s Project Engineer assigned to this project.

| Name                      | Company       | Title               | Responsibility     |
|---------------------------|---------------|---------------------|--------------------|
| Michael Clark, PE         | Jones Edmunds | Senior Engineer     | SME                |
| Brian Rosenfeld, MS, GISP | Jones Edmunds | Sr. Systems Analyst | Project Management |
| Suzanne Kaufman, PE       | Jones Edmunds | Senior Manager      | Management         |
| Zach Oyer                 | Jones Edmunds | Systems Analyst     | Analyst            |
| Sarah Parrish             | Jones Edmunds | Sr. Project Manager | Reporting          |
| James McDermott           | Jones Edmunds | Systems Analyst     | Analyst/Reporting  |

## ATTACHMENT 4—TOTAL COST FOR SERVICES

The Consultant shall provide a proposal with a time and material total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material costs for each project shall be complete and detailed and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the Professional Services – City-Wide Services Contract.

| Task                                             | Labor     | Total     |
|--------------------------------------------------|-----------|-----------|
| Task 1 - Cityworks and ArcGIS Enterprise Support | \$ 41,220 | \$ 41,220 |
| Total                                            |           | \$ 41,220 |

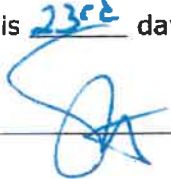
*The following represents a summary of the previous Cityworks Implementation Task Assignments performed by Consultant for the City under the Professional Services – City-Wide Services Contract:*

| JE Project # | Project                                                    | Date     | Fee       |
|--------------|------------------------------------------------------------|----------|-----------|
| 26110-037-01 | JE 20-05 / Cityworks Implementation Planning               | 4/15/20  | \$15,635  |
| 26110-037-01 | JE 20-05 / Amendment 1 / Cityworks Implementation Planning | 8/10/20  | \$83,790  |
| 26110-037-01 | JE 20-05 / Amendment 2 / Cityworks Implementation Planning | 11/12/20 | \$49,564  |
| 26110-037-04 | JE 22-09 / Cityworks Implementation                        | 7/6/22   | \$29,732  |
| 26110-056-01 | JE 23-07 / Cityworks Reporting and Support 2023            | 4/18/23  | \$49,590  |
| 26110-063-01 | JE 24-04 / Cityworks Implementation                        | 8/9/24   | \$49,800  |
|              | Total to Date                                              |          | \$278,111 |
| TBD          | JE 25-05 / Cityworks & ArcGIS Enterprise Support 2025      | TBD      | \$41,220  |
|              | Grand Total                                                |          | \$319,331 |

## ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the June 11, 2018 Contract are accurate, complete, and current as of the time of entering into the Contract. This Certificate is executed in Compliance with Section 287.055(5)(a) of the Florida Statutes.

Dated this 23<sup>rd</sup> day of May 2025.

By:  (affiant's signature)

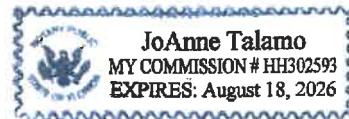
STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared Stanley F. Ferreira, Jr., PE, President and CEO of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth in Negotiation Certificate is true and correct to the best of his knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me on this 23<sup>rd</sup> day of May, 2025, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

  
JoAnne Talamo

COMMISSION SEAL/NUMBER: HH302593



## Signature

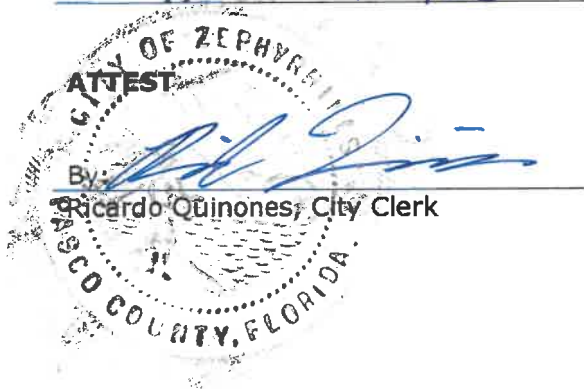
IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

### OWNER

City of Zephyrhills, Florida

By:   
City Manager

Date Approved: 5/23/25



### CONSULTANT

Jones Edmunds & Associates, Inc.

By:   
Stanley F. Ferreira, Jr., PE  
President & CEO

*SKaufman 5/23/25*

### ATTEST

By:   
Linda Lyles, Contract Specialist



## **NOTED ITEMS 5.4**

Memorandum of Agreement - 287(g) Task Force Model Between United States Immigration and Customs Enforcement (ICE) and the Zephyrhills Police Department (ZPD)

**Issue:**

Agreement between U.S. Immigration and Customs Enforcement (ICE) and the Zephyrhills Police Department (ZPD) to nominate, train, and certify designated officers or employees to implement and administer the terms of the Memorandum of Agreement (MOA).

**Background:**

This MOU establishes a partnership between U.S. Immigration and Customs Enforcement (ICE) and the Zephyrhills Police Department (ZPD), authorizing select law enforcement personnel to carry out specific immigration enforcement functions under federal authority. Pursuant to the Immigration and Nationality Act (INA), the Secretary of Homeland Security may delegate immigration officer duties to qualified state and local personnel through formal written agreements. Participation under this MOA requires designated officers to complete federal training and certification prior to exercising these authorities.

**Attachment(s):**

1. MOA - ICE\_ZEPHYRHILLS PD, FL TFM --Signed 4.14.25--

**Fiscal Impact:**

N/A

**Staff Recommendation:**

Information only.

## **MEMORANDUM OF AGREEMENT**

### **287(g) Task Force Model**

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the City of Zephyrhills Police Department, Florida, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the City of Zephyrhills Police Department, Florida (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents City of Zephyrhills Police Department, Florida in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

#### **I. PURPOSE**

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

#### **II. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

#### **III. POLICY**

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

#### **IV. TRAINING AND ASSIGNMENTS**

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

#### **V. DESIGNATION OF AUTHORIZED FUNCTIONS**

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

## **VI. RESOLUTION OF LOCAL CHARGES**

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

## **VII. NOMINATION OF PERSONNEL**

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

## **VIII. TRAINING OF PERSONNEL**

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

## **IX. CERTIFICATION AND AUTHORIZATION**

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

## **X. COSTS AND EXPENDITURES**

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

## **XI. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate



federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

## **XII. REPORTING REQUIREMENTS**

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

## **XIII. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

#### **XIV. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at 865 SW 78th Ave Plantation, FL 33324. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be



used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

#### **XV. COMPLAINT PROCEDURES**

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

#### **XVI. CIVIL RIGHTS STANDARDS**

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

#### **XVII. MODIFICATION OF THIS MOA**

Modifications of this MOA must be proposed in writing and approved by the signatories.

#### **XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

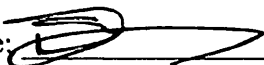
If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: 3/24/25

Signature: 

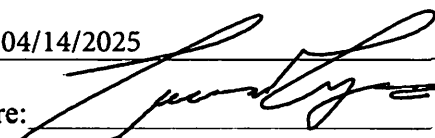
Name: Derek Brewer

Title: Chief of Police

Agency: City of Zephyrhills Police Department, Florida

**For ICE:**

Date: 04/14/2025

Signature: 

Name: Todd M. Lyons

Title: Acting Director

Agency: Immigration and Customs Enforcement

\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX A**

### **POINTS OF CONTACT**

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:           Department of Homeland Security  
Immigration and Customs Enforcement  
Enforcement and Removal Operations  
Assistant Director for Enforcement  
Washington DC

For the LEA:       Derek Brewer  
\_\_\_\_\_  
Chief of Police  
\_\_\_\_\_  
813-780-0050  
\_\_\_\_\_  
6118 8th St, Zephyrhills, FL 33542  
\_\_\_\_\_  
dbrewer@police.zephyrhills.fl.us  
\_\_\_\_\_

## **APPENDIX B**

### **COMPLAINT PROCEDURE**

This MOA is an agreement between ICE and the City of Zephyrhills Police Department, Florida, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

#### **1. Complaint Reporting Procedures**

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

## **2. Review of Complaints**

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## **3. Complaint Resolution Procedures**

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

### **A. Referral of Complaints to LEA Internal Affairs Division.**

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

### **B. Interim Action Pending Complaint Resolution**

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

### **C. Time Parameters for Resolution of Complaints**

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

### **D. Notification of Resolution of a Complaint**

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

**For the LEA:**

Kevin Weiss

---

Public Information Officer

---

813-778-7003

---

5335 8th St, Zephyrhills, FL 33542

---

kweiss@ci.zephyrhills.fl.us

---

**For ICE:**

Department of Homeland Security  
Immigration and Customs Enforcement  
Office of Public Affairs

## **NOTED ITEMS 5.5**

Data Sharing Authorization - Peregrine Technologies\_Zephyrhills Police Department (ZPD)

**Issue:**

Data Sharing Authorization between Peregrine Technologies, Inc. and the Zephyrhills Police Department (ZPD).

**Background:**

This agreement enables ZPD to use the Peregrine data integration platform for real-time decision-making and operations management. The platform consolidates and models data from multiple sources, allowing authorized law enforcement-related data to be securely shared with other Peregrine users. Data types may include evidence, personnel, and vehicle information. All use is subject to applicable laws and compliance with the U.S. Department of Justice Criminal Justice Information Services (CJIS) Security Policy.

**Attachment(s):**

1. DATA SHARING AUTHORIZATION - Peregrine\_Zephyrhills PD-FL --2025.06.03--

**Fiscal Impact:**

N/A

**Staff Recommendation:**

Information only.



### THIRD-PARTY DATA SHARING AUTHORIZATION

This Third-Party Data Sharing Authorization (this “**Authorization**”) is entered into as of **May 29, 2025** between **The Zephyrills Police Department, FL** (“**Agency**”) and Peregrine Technologies, Inc., a Delaware corporation with a mailing address at P.O. Box 7775 #69596, San Francisco, California 94120 (“**Peregrine**”).

WHEREAS, Peregrine provides, among other products and services, a proprietary hosted real-time decision and operations management platform for use by public safety agencies (such as Agency) (the “**Peregrine Platform**”);

WHEREAS, Agency is a Peregrine customer and user of the Peregrine Platform; and

WHEREAS, in accordance with the terms of this Authorization, Agency desires to share and receive certain law enforcement-related data (“**Law Enforcement Data**”) via the Peregrine Platform with other Peregrine customers within the following territories: **The United States of America** (the “**Approved Law Enforcement Network**”).

NOW, THEREFORE, in consideration of the mutual acknowledgements identified herein, Agency agrees as follows:

#### 1. **AUTHORIZED RELEASE OF LAW ENFORCEMENT DATA**

##### A. **Sharing of Law Enforcement Data:**

Agency authorizes the sharing of Law Enforcement Data with Peregrine customers within the Approved Law Enforcement Network (“**Approved Agencies**”) as permitted by applicable laws, rules, and regulations, and authorizes Peregrine to enable such sharing via the Peregrine Platform. Should Agency not want certain Law Enforcement Data to be made available to certain other Approved Agencies, Agency must identify the applicable Law Enforcement Data to Peregrine in writing and work together with Peregrine to restrict the sharing of that Law Enforcement Data with such Approved Agencies. The Peregrine Platform provides access controls that enable its customers (including Agency) to conceal any piece of Law Enforcement Data based on its record type (such as, but not limited to, Evidence, Person, or Vehicle), its record properties (such as, but not limited to, Case Number, Name, or Phone Number), and any combination thereof.

Agency shall work with Peregrine to articulate, in writing, the restrictions pertaining to the Approved Agencies allowed to access shared Law Enforcement Data and the data types not to be shared with other Approved Agencies (the “**Sharing Framework**”). The Sharing Framework is a precondition to enabling and implementing data sharing in the Peregrine Platform and must be finalized prior to the activation of the data sharing feature. Agency shall obtain any third-party consents or approvals necessary to enable the sharing of such Law Enforcement Data in accordance with this Authorization and the Sharing Framework.

For purposes of clarity, this Authorization does not require Agency to share Law Enforcement Data with any other Peregrine customer.

##### B. **Limitation on Law Enforcement Data Sharing:**

Agency shall only share or release Law Enforcement Data to authorized representatives of Approved Agencies who have an approved login and password to the Peregrine Platform (“**Authorized Users**”) and who have a need and/or right to

know information contained within the Law Enforcement Data under the Sharing Framework.

Agency retains the right to withhold any specific record or any category of records from being shared for any reason and at any time, either by independently restricting records or by requesting Peregrine to do so. Any disputes or requests to share withheld records shall be resolved between the appropriate authorized personnel of Agency and each Approved Agency under any applicable laws, rules, regulations, policies and standards.

### **C. Compliance with Laws:**

Agency acknowledges that Peregrine's customers are generally subject to laws, rules, regulations, policies, and standards requiring public disclosure of certain government materials, meetings, and records ("**Sunshine Laws**"). While Law Enforcement Data shared via the Peregrine Platform via this Authorization will be subject to such Sunshine Laws to the extent applicable, Agency agrees to use reasonable efforts to ensure any Law Enforcement Data received from another Approved Agency is maintained as confidential and only Authorized Users shall be permitted to obtain the applicable Law Enforcement Data. Any Law Enforcement Data obtained by Agency shall only be used for purposes that are consistent with existing law. Agency does not waive any exemption under any Sunshine Laws or any other laws, rules, regulations, policies, or standards that may apply to the Law Enforcement Data.

Further, Agency acknowledges that sharing Law Enforcement Data via the Peregrine Platform in accordance with this Authorization is subject to the applicable laws, rules, regulations, policies, and standards of the jurisdiction in which Agency is based controlling the release of information, access control, retention of records and reporting duties. Agency acknowledges that it is Agency's and each other Approved Agency's obligation to comply with the foregoing connection with the sharing of Law Enforcement Data with each other over the Peregrine Platform.

## **2. LAW ENFORCEMENT DATA OWNERSHIP**

### **A. Ownership:**

Agency retains ownership of all of its respective Law Enforcement Data. Agency and each other Approved Agency is responsible for creating, updating, and deleting data (including Law Enforcement Data) in its own systems of record according to its own retention policies. Agency shall make reasonable efforts to ensure the completeness and accuracy of its Law Enforcement Data.

### **B. Release of Information:**

Agency shall authorize the release of Law Enforcement Data only to Approved Agencies authorized under the Sharing Framework to receive such Law Enforcement Data.

### **C. Unauthorized Requests:**

If Agency receives a request for Law Enforcement Data stored on the Peregrine Platform by anyone who is not authorized to receive such Law Enforcement Data under the Sharing Framework, Agency shall refer the request to the Approved Agency that owns, created, or originated the requested Law Enforcement Data ("**Source Agency**").

**D. Public Record Requests, Subpoenas and Court Orders:**

If Agency receives a public records request, subpoena, or court order ("**Legal Request**") for Law Enforcement Data that was not owned, created, or originated by it, Agency shall refer the requestor to the appropriate Source Agency.

**3. USER ACCESS**

**A. Login Application Process:**

Agency shall designate an Authorized User with administrative privileges to govern its Law Enforcement Data-sharing policy (the "**Manager**"). The Manager is responsible for managing permissions and access regarding Law Enforcement Data sharing for each Authorized User. Agency agrees that Authorized Users shall be limited to current authorized representatives who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Manager or their designee. The Manager shall have the sole discretion to deny or revoke individual access for Agency's Authorized Users.

**B. Login Assignment:**

Each Authorized User will be issued a user login and a password by the Manager. Authorized Users may be assigned to groups that have varying levels of access rights based on their roles and functions within Agency's organization, as well as the level of sensitivity or restriction applicable to different pieces of data or information.

**C. Termination of Logins:**

Manager is responsible for the timely removal of any login accounts associated with Authorized Users who leave Agency, no longer qualify for access to the Peregrine Platform, or are denied access by the Manager for any other reason.

**D. Intended Use:**

Agency shall ensure that each Authorized User utilizes Law Enforcement Data received from other Approved Agencies solely for law enforcement purposes and in accordance with applicable laws, rules, regulations, policies, and standards and any authorized purpose.

**E. Limitations on Use of Logins:**

Agency shall ensure that each Authorized User shall not access Law Enforcement Data by using a name or password that was assigned to another Authorized User. Agency will ensure that each Authorized User does not give his or her password to any other person, including another Authorized User, to access the Peregrine Platform.

**F. Audit Trail:**

Each action taken by an Authorized User (such as, but not limited to Searches, Downloads, Shares, and Views) will be logged in the Peregrine Platform and will include a Case Number where applicable in an audit trail of Authorized User actions. Any requests for the audit logs of transactions taken in the Peregrine Platform made by Authorized Users, representatives internal to Agency (such as, but not limited to Internal Affairs personnel, supervisory personnel, or Records staff), or elected bodies overseeing Agency (such as, but not limited to a County Board of Supervisors or City

Council) shall be made in writing to the Manager, who shall provide the logs to the requestor within a reasonable amount of time and in accordance with applicable laws. Manager (or their designees) will conduct routine reviews of all audit information to confirm that the Law Enforcement Data conducted hereunder sharing maintains compliance with applicable Agency policies. The frequency and content of these reviews will be determined by each Manager, based on relevant applicable state law.

**G. CJIS Compliance:**

Agency and all Authorized Users shall comply with the U.S. Department of Justice Criminal Justice Information Services Security Policy (“**CJIS Policy**”), including any revisions to the CJIS Policy that may be implemented after the Effective Date of this Authorization.

**4. CONFIDENTIALITY OF INFORMATION**

**A. Law Enforcement Data Confidentiality:**

Information in a Peregrine Platform account is confidential and is not subject to public disclosure, except as required by applicable law. Only Authorized Users are allowed to view and use the information in a Peregrine Platform account. Otherwise, the Law Enforcement Data shall be kept confidential for purposes of not compromising active investigations or undercover operations, or otherwise jeopardizing officer or public safety, or Agency’s ability to perform its duties.

**B. Internal Requests for Law Enforcement Data:**

An Authorized User who receives a request from a non-authorized requestor for information in a Peregrine Platform account shall not release that information but may instead refer the requestor to the Source Agency.

**C. Removal or Editing of Records:**

Agency and each Approved Agency shall determine their own schedule for record deletion and other edits to their own data in their systems of record. This will be determined by the Agencies’ policies and/or applicable legal requirements.

**5. RELATIONSHIP TO CUSTOMER AGREEMENT**

A. For clarity, the terms of this Authorization do not modify or otherwise affect the terms of any subscription agreement or other agreement in place between Agency and Peregrine (the “**Peregrine Agreement**”) except that Agency agrees that, notwithstanding any term of any Peregrine Agreement, Peregrine’s enablement of and activities with respect to the activities described in this Authorization shall not be considered a breach of the Peregrine Agreement. This Authorization will otherwise be subject to, and is governed by, the terms and conditions of the Peregrine Agreement (as modified by this Authorization).

B. Agency acknowledges that Peregrine has indicated that it will implement this Authorization once signed and will use reasonable efforts to implement any modifications or requests from Agency and other Approved Agencies with regard to the Sharing Framework for the duration of this Authorization.

**6. EFFECTIVENESS OF AUTHORIZATION**

This Authorization will commence upon its execution by Agency. It may be terminated at any time, with or without notice, by Agency or Peregrine revoking Law Enforcement

Data sharing access from Agency and/or all other Approved Agencies (as applicable).

## 7. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall be deemed to be an original. The Parties agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by applicable law.

## 8. SIGNATURES.

The individual executing this Authorization represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Authorization on behalf of Agency and Peregrine, respectively.

Authorized by:



Executive Officer

Zephyrills Police Department

Date: 06/03/2025

Authorized by:

\_\_\_\_\_

Date: \_\_\_\_\_

Peregrine Technologies, Inc.

# Peregrine-Third Party Data Sharing Authorization\_Zephyrhills PD-FL (1) (003)

Final Audit Report

2025-06-03

|                 |                                                   |
|-----------------|---------------------------------------------------|
| Created:        | 2025-06-03                                        |
| By:             | Christina Sweet (csweet@police.zephyrhills.fl.us) |
| Status:         | Signed                                            |
| Transaction ID: | CBJCHBCAABAAArF7qHK0Xox_zRzBlwNhkpLbH4dNQIU       |

## "Peregrine-Third Party Data Sharing Authorization\_Zephyrhills PD-FL (1) (003)" History

-  Document created by Christina Sweet (csweet@police.zephyrhills.fl.us)  
2025-06-03 - 12:54:11 PM GMT
-  Document emailed to Derek Brewer (dbrewer@police.zephyrhills.fl.us) for signature  
2025-06-03 - 12:54:16 PM GMT
-  Email viewed by Derek Brewer (dbrewer@police.zephyrhills.fl.us)  
2025-06-03 - 2:51:23 PM GMT
-  Document e-signed by Derek Brewer (dbrewer@police.zephyrhills.fl.us)  
Signature Date: 2025-06-03 - 2:52:13 PM GMT - Time Source: server
-  Agreement completed.  
2025-06-03 - 2:52:13 PM GMT



2 Mill & Main; Suite 630; Maynard, MA 01754

## Service Order

|                      |                     |
|----------------------|---------------------|
| <b>Created by</b>    | Michael Lanza       |
| <b>Contact Phone</b> | (617) 816-7726      |
| <b>Contact Email</b> | mlanza@cleargov.com |

|                                 |                    |
|---------------------------------|--------------------|
| <b>Order Date</b>               | May 30, 2025       |
| <b>Order valid if signed by</b> | <b>Jun 6, 2025</b> |

| Customer Information |                       |                |                              |                        |                              |
|----------------------|-----------------------|----------------|------------------------------|------------------------|------------------------------|
| <b>Customer</b>      | City of Zephyrhills   | <b>Contact</b> | Jessica Carter               | <b>Billing Contact</b> | Ted Beason                   |
| <b>Address</b>       | 5335 8th Street       | <b>Title</b>   | Asst. Finance Director       | <b>Title</b>           | Finance Director             |
| <b>City, St, Zip</b> | Zephyrhills, FL 33542 | <b>Email</b>   | jcarter@ci.zephyrhills.fl.us | <b>Email</b>           | tbeason@ci.zephyrhills.fl.us |
| <b>Phone</b>         | (813) 780-0000        |                |                              | <b>PO # (if any)</b>   |                              |

### This Service Order will be contracted through...

|                               |                               |
|-------------------------------|-------------------------------|
| <b>Procurement Aggregator</b> | <b>ClearGov Contract</b>      |
| Buyboard                      | Buyboard Proposal No: #692-23 |

### The Services you will receive and the Fees for those Services are...

| Subscription Services                                                       | Tier   | Service Fees       |
|-----------------------------------------------------------------------------|--------|--------------------|
| ClearGov Base Platform - Civic Edition                                      | Tier 2 | \$2,000.00         |
| ClearGov Operational Budgeting - Civic Edition                              | Tier 2 | \$12,800.00        |
| ClearGov Personnel Budgeting - Civic Edition                                | Tier 2 | \$12,800.00        |
| ClearGov Capital Budgeting - Civic Edition                                  | Tier 2 | \$12,800.00        |
| ClearGov Digital Budget Book - Civic Edition                                | Tier 2 | \$8,800.00         |
| ClearGov Transparency - Civic Edition                                       | Tier 2 | \$7,900.00         |
| Bundle Discount: Base Platform (50%)                                        | Tier 2 | (\$1,000.00)       |
| Bundle Discount: Modules (25%)                                              | Tier 2 | (\$13,775.00)      |
| <b>Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE</b> |        | <b>\$42,325.00</b> |

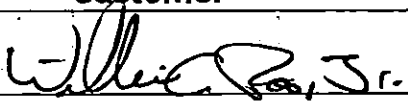
### ClearGov will provide your Services according to this schedule...

| Period  | Start Date  | End Date     | Description                    |
|---------|-------------|--------------|--------------------------------|
| Initial | Oct 1, 2025 | Sep 30, 2028 | ClearGov Subscription Services |

### To be clear, you will be billed as follows...

| Billing Date(s)                                                                                                              | Amount(s)          | Notes                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------|
| Oct 1, 2025                                                                                                                  | \$ 33,095.53       | Annual Subscription Fee + Capital Project Tracker \$8,600.00                                                        |
| Oct 1, 2026                                                                                                                  | \$ 38,999.06       | Annual Subscription Fee                                                                                             |
| Oct 1, 2027                                                                                                                  | \$ 44,902.59       | Annual Subscription Fee                                                                                             |
| Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein. |                    |                                                                                                                     |
| Billing Terms and Conditions                                                                                                 |                    |                                                                                                                     |
| <b>Valid Until</b>                                                                                                           | <b>Jun 6, 2025</b> | Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.                |
| <b>Payment</b>                                                                                                               | <b>Net 30</b>      | All invoices are due Net 30 days from the date of invoice.                                                          |
| <b>Initial Period Rate Increase</b>                                                                                          | 3% per annum       | During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. |
| <b>Rate Increase</b>                                                                                                         | 6% per annum       | After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.  |

| General Terms & Conditions    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Original Service Order</b> | As of Oct 1, 2025, this ClearGov Service Order supersedes the ClearGov Service Order with an Order Date of Oct 12, 2022, (the "Original Service Order"). The Original Service Order shall be null and void as of Oct 1, 2025.                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Statement of Work</b>      | ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.                                                                                                                                                                                                                                                                                                    |
| <b>Taxes</b>                  | The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.                                                                                                                                                         |
| <b>Term &amp; Termination</b> | Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term. |
| <b>Auto-Renewal</b>           | After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an <b>"Annual Term"</b> ), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.                                                                                                                                                                                                                                                                                        |
| <b>Agreement</b>              | The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.                                                                                                     |

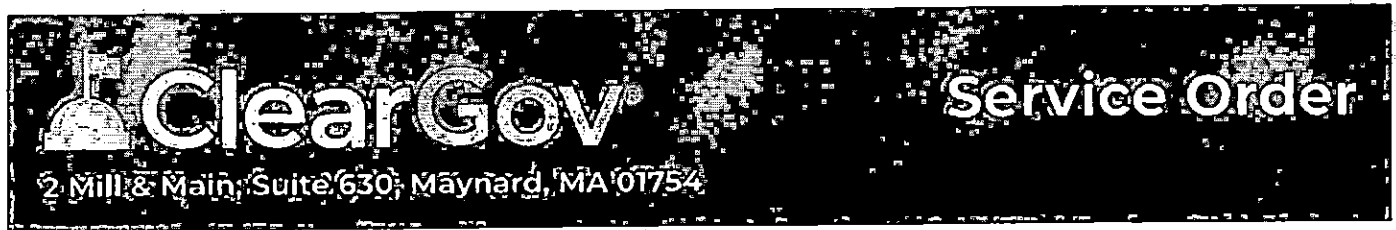
| Customer         |                                                                                   |
|------------------|-----------------------------------------------------------------------------------|
| <b>Signature</b> |  |
| <b>Name</b>      | William C. Poe Jr.                                                                |
| <b>Title</b>     | City Manager                                                                      |

| ClearGov, Inc.   |                  |
|------------------|------------------|
| <b>Signature</b> |                  |
| <b>Name</b>      | Bryan A. Burdick |
| <b>Title</b>     | President        |

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

| Order type (ClearGov internal use only)  |    |                                    |  |
|------------------------------------------|----|------------------------------------|--|
| Select Order Type for this Service Order | RI | If XS: Original Service Order Date |  |





|               |                     |
|---------------|---------------------|
| Created by    | Michael Lanza       |
| Contact Phone | (617) 816-7726      |
| Contact Email | mlanza@cleargov.com |

|                          |              |
|--------------------------|--------------|
| Order Date               | Mar 21, 2025 |
| Order valid if signed by | Mar 28, 2025 |

| Customer Information |                       |               |                              |                 |                              |
|----------------------|-----------------------|---------------|------------------------------|-----------------|------------------------------|
| Customer             | City of Zephyrhills   | Contact       | Jessica Carter               | Billing Contact | Ted Beason                   |
| Address              | 5335 8th Street       | Title         | Assistant Finance Director   | Title           | Finance Director             |
| City, St, Zip        | Zephyrhills, FL 33542 | Email         | jcarter@ci.zephyrhills.fl.us | Email           | tbeason@ci.zephyrhills.fl.us |
| Phone                | 813-780-0000          | PO # (if any) |                              |                 |                              |

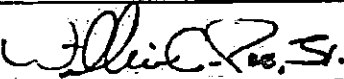
| The Services you will receive and the Fees for those Services are...                |  |             |
|-------------------------------------------------------------------------------------|--|-------------|
| Set up Services                                                                     |  | Tier/Rate   |
| ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions |  | Tier 2      |
| ClearGov Setup: Bundle Discount - Discount for bundled solutions                    |  | Tier 2      |
| Total ClearGov Setup Service Fee - Billed ONE-TIME                                  |  | \$ 2,160.00 |
| Subscription Services                                                               |  | Tier        |
| ClearGov Capital Project Tracking - Civic Edition                                   |  | Tier 2      |
| ClearGov Bundle Discount: Discount for bundled solutions                            |  | Tier 2      |
| Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE                |  | \$ 6,880.00 |

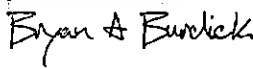
| ClearGov will provide your Services according to this schedule... |             |              |                                |
|-------------------------------------------------------------------|-------------|--------------|--------------------------------|
| Period                                                            | Start Date  | End Date     | Description                    |
| Setup                                                             | Jun 1, 2025 | Jun 1, 2025  | ClearGov Setup Services        |
| Pro-Rata                                                          | Jun 1, 2025 | Sep 30, 2025 | ClearGov Subscription Services |
| Initial                                                           | Oct 1, 2025 | Sep 30, 2028 | ClearGov Subscription Services |

| To be clear, you will be billed as follows...                                                                                |              |                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------------------------------------------------------------|
| Billing Date(s)                                                                                                              | Amount(s)    | Notes                                                                                                               |
| Jun 1, 2025                                                                                                                  | \$ 2,160.00  | One Time Setup Fee                                                                                                  |
| Jun 1, 2025                                                                                                                  | \$ 2,866.67  | 4 Month Pro-Rata Subscription Fee                                                                                   |
| Oct 1, 2025                                                                                                                  | \$ 8,600.00  | Annual Subscription Fee                                                                                             |
| Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein. |              |                                                                                                                     |
| Billing Terms and Conditions:                                                                                                |              |                                                                                                                     |
| Valid Until                                                                                                                  | Mar 28, 2025 | Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.                |
| Payment                                                                                                                      | Net 30       | All invoices are due Net 30 days from the date of invoice.                                                          |
| Initial Period Rate Increase                                                                                                 | 3% per annum | During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. |
| Rate Increase                                                                                                                | 6% per annum | After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.  |

| General Terms & Conditions |
|----------------------------|
|----------------------------|

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cancellation Option</b>    | This ClearGov Service Order is subject to the approval of the City Council (the "Council") as set forth herein. In the event that the Council does not approve this Service Order at its Sept 22, 2025 meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.                                                                                                                                                                                |
| <b>Statement of Work</b>      | ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.                                                                                                                                                                                                                                                                                                    |
| <b>Taxes</b>                  | The Service Fees and Billing amounts set forth above in this ClearGov Service Order <b>DO NOT</b> include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.                                                                                                                                                         |
| <b>Term &amp; Termination</b> | Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term. |
| <b>Auto-Renewal</b>           | After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.                                                                                                                                                                                                                                                                                                |
| <b>Agreement</b>              | The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: <a href="http://www.ClearGov.com/terms-and-conditions">http://www.ClearGov.com/terms-and-conditions</a> . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.                                                                                                     |

| Customer  |                                                                                   |
|-----------|-----------------------------------------------------------------------------------|
| Signature |  |
| Name      | William C. Poe, Jr.                                                               |
| Title     | City Manager                                                                      |

| ClearGov, Inc. |                                                                                     |
|----------------|-------------------------------------------------------------------------------------|
| Signature      |  |
| Name           | Bryan A. Burdick                                                                    |
| Title          | President                                                                           |

**Please e-mail signed Service Order to [Orders@ClearGov.com](mailto:Orders@ClearGov.com) or Fax to (774) 759-3045**

| Customer Upgrades (ClearGov internal use only) |     |                                     |          |
|------------------------------------------------|-----|-------------------------------------|----------|
| This Service Order is a Customer Upgrade       | Yes | If Yes: Original Service Order Date | 10/12/22 |

# Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

## ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

## Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



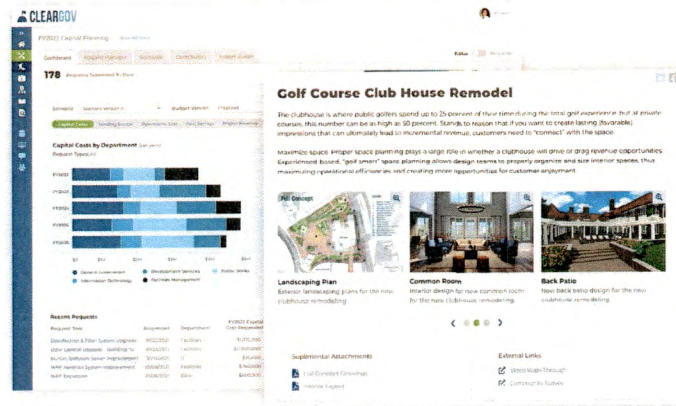
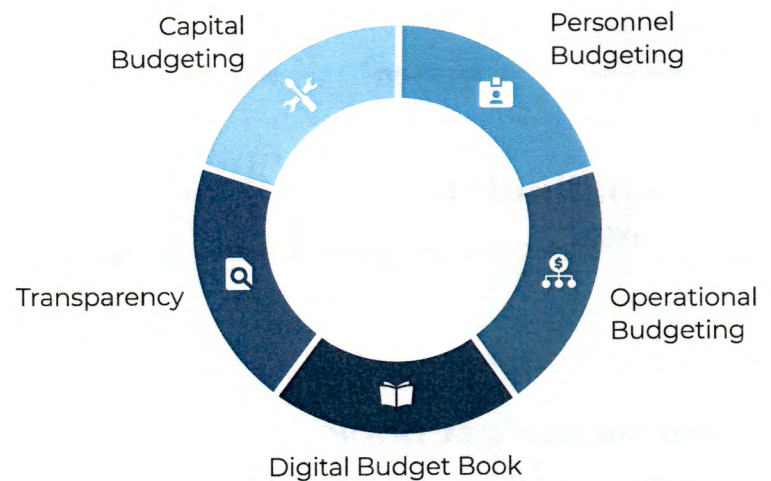
# Budget Cycle Management Suite

## PRODUCT BRIEF



Local governments have faced the same challenges and limitations for years as they navigate their budget cycles using spreadsheets. The reality is that spreadsheets do not adequately address the unique needs of building different types of budgets, communicating those budgets, and maintaining transparency year-round.

ClearGov's cloud-native Budget Cycle Management suite provides efficiency at every step of the process so you can budget better. Our financial solutions are easy-to-use, complement existing ERP and accounting systems, and automatically deliver website-based results that your community and stakeholders will appreciate.



## Capital Budgeting

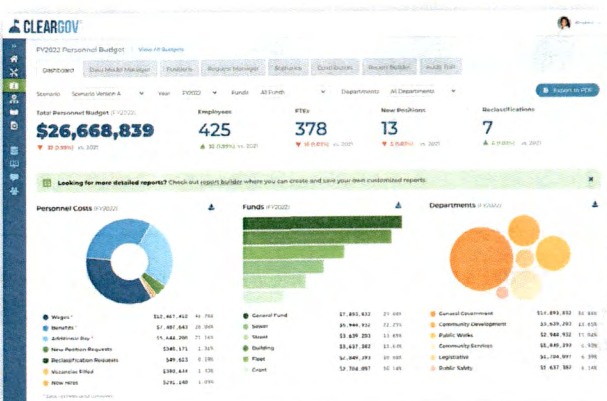
Automate the way you collect capital requests and prioritize projects to streamline your CIP process.

- Eliminate manual spreadsheet work with web-based request forms and scenario planning tools.
- Collaborate with contributors directly in the budget - the audit trail is automatic.
- Effortlessly produce professional, website-based project pages to share with the public.

## Personnel Budgeting

Build your personnel budget with powerful cloud-native tools that ensure you've calculated every layer of cost.

- Easily manage salaries, benefits, vacancies, and inform union negotiations from one dashboard.
- Plan future scenarios and analyze how each impacts your budget at multiple levels.
- Streamline position requests from department heads and easily include them in your plan.





# Budget Cycle Management Suite

## PRODUCT BRIEF



## Operational Budgeting

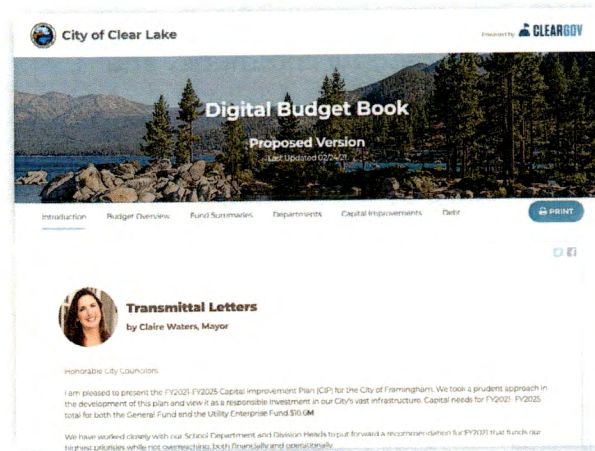
Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

- Build your budget with ease as requests flow in from departments automatically for approval.
- Create AI-driven forecasts for long-term planning or use as a baseline for your budget.
- Collaborate with contributors as you edit line items - the audit trail is automatic.

## Digital Budget Book

The industry's first website-based solution that builds a budget book in a fraction of the time.

- Automate the creation of fund summary pages, charts, tables and more.
- Invite contributors to create new pages quickly with easy-to-use templates.
- Meet GFOA award criteria with built-in guidelines.
- Share online or print with just one click.



## Transparency

Tell your financial story in a way everyone can understand, and that's ADA-optimized by design.

- This turnkey, website-based solution is pre-populated with state-available data using dynamic infographics.
- Customize your profile with charts, department pages, and commentary to build community trust.
- Add narrative to the numbers that help stakeholders understand your finances and performance.



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

-Brandon Neish, Finance Director, Sweet Home, OR



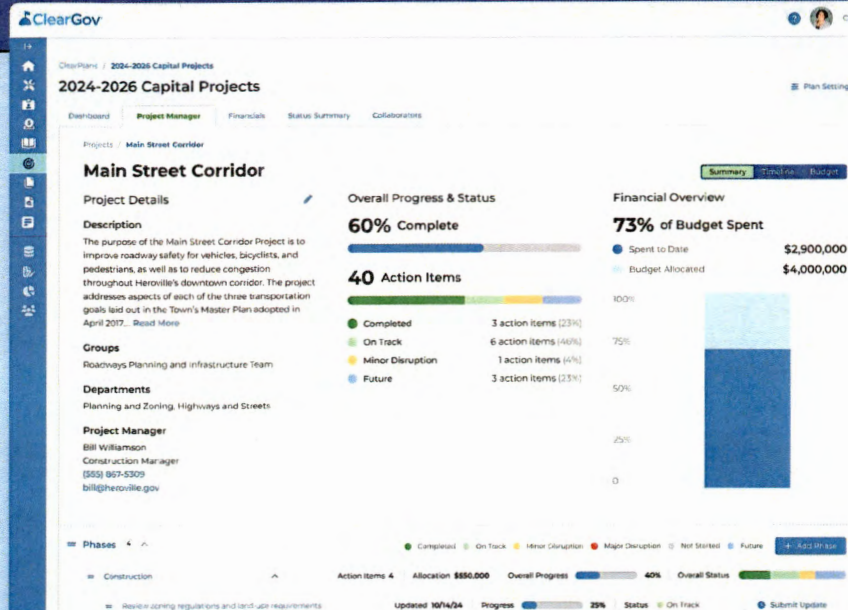
# Bring visible progress to your projects and to your community.



## Capital Project Tracking

Bring clarity to your capital projects with real-time progress tracking, spending oversight, and public-facing updates.

- ✓ Track budgets and milestones with dynamic dashboards
- ✓ Share updates with public-facing project pages
- ✓ Avoid delays with data-driven insights and tracking
- ✓ Visualize schedules with interactive charts and timelines
- ✓ Improve collaboration across departments
- ✓ Manage funding sources and allocations with precision



## Keep your capital projects on time, on budget, and on track.

### Keep Residents Informed

Publish timelines, financials, maps, and updates on ADA-compliant Public Project Pages that sync in real time to keep residents informed.

### Streamline Internal Workflows

Automatically sync project details to reduce manual work, improve communication, and keep your team aligned with accurate, up-to-date information.

### Stay on Top of Spending

Track budgets versus actuals for every phase, visualize trends, and identify potential overruns early to maintain financial control.

### Visualize Project Timelines

Create interactive Gantt charts to monitor progress, identify delays, and share clear, actionable schedules for better collaboration.

### Centralize Collaboration

Streamline workflows by assigning roles, automating reminders, and providing teams with centralized updates for improved alignment.

### Share Project Announcements

Use color-coded banners on Public Project Pages to communicate critical updates, minimize disruptions, and maintain a historical record for transparency.



"One of the reasons we chose ClearGov was because it appeared to be a very user-friendly, intuitive system that didn't seem too intimidating. Going through and actually using the system confirmed that. It's flexible, intuitive, and overall met our needs and helped us achieve our goals."

- Adam Nguyen, Finance Director, Contra Costa County, CA

Get a Demo

