



**CRA MEETING
ZEPHYRHILLS, FLORIDA**

**Monday, February 14, 2022
5:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order –CRA Board President Wilkeson
Roll Call – City Clerk Lori Hillman

1. BUSINESS ITEMS

1.1 Approval/Correction of January 24, 2022 Minutes

1. M01-24-22 - CRA-City-Clerk

1.2 Waive Penalty and Interest Associated with Delayed CRA Trust Fund Contribution from Pasco County

1. PascoCRAWaiver

2. Pasco County Property Taxes Check

1.3 Oakside and Zephyr Park Neighborhood Plan

1. Oakside-Zephyr Park Scope_2021-10-27 FINAL (1)

1.4 Additional Services for “Little But Loud” Park Project for the City of Zephyrhills – Storm Sewer Design, Stormwater Permitting

1. 01-10-22 Additional Service Proposal for Little but Loud

2. CRA DIRECTOR’S REPORT

3. MAIN STREET ACTIVITY REPORT

3.1 Founders Day Parade Update

4. CITIZEN COMMENTS

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.**

COMMUNITY REDEVELOPMENT AGENCY MEETING

A Regular Community Redevelopment Meeting was held on January 24, 2022 at 5:00 p.m. in the Council Chambers of City Hall.

CRA Board President Wilkeson called the meeting to order at 5:06 p.m. Roll call was taken. Present were members Jodi Wilkeson, Lance Smith, Kenneth Burgess, Alan Knight, Charles Proctor and Mayor Gene Whitfield. City Manager William Poe and City Attorney Matthew Maggard were also present.

Staff present: CRA Director Gail Hamilton, Police Chief Derek Brewer, Planning Director Todd Vande Berg, Public Information Officer Kevin Weiss, IT Director Mike Panak, Main Street Director Faith Wilson and City Clerk Lori Hillman.

1. BUSINESS ITEMS

1.1 Approval/Correction of Minutes – November 29, 2021 Minutes

Lance Smith moved to approve the November 29, 2021 Meeting Minutes. Seconded by Alan Knight. Motion passed unanimously.

1.2 Little But Loud – Backyard Park Presentation

Aaron Banks – Furr Wegman & Banks Architects, P.A. – 625 E. Orange Street – Lakeland, FL 33801

Mr. Banks narrated a PowerPoint Presentation of the Little but Loud Park final concept plans. A level of vitality and activity will be added downtown by creating a plaza on the corner of 6th Avenue and 8th Street with outdoor dining, individual shade structures, a multi-purpose stage with amphitheater style seating, outdoor lighting and indoor/outdoor carpet; the essence of “backyard.” The wall of the CPA office adjacent to the site has been commissioned for a public art mural and will serve as a surface to project movies on movie night. Low fencing will front 8th Street to define the space and provide a level of security for families with small children. The container restaurant’s seating will overlook the covered stage area and electric and water will be provided for food trucks lining the street to eliminate generators. Substantial improvements will be made to the alleyway between the Eagles and Barber Shop buildings with lighting, landscaping and accessibility to attract patrons with a formal entryway on 8th Street. Black metal materials will be used to tie into the metal on City Hall and the Library along with the block awnings and black metal acorn light fixtures throughout downtown. Red brick and black iron were used to tie into the municipal architecture of the City. Existing restrooms will be accessible on 5th Avenue.

CRA Director Gail Hamilton advised Main Street’s Design Committee has reviewed and approved the construction documents which will require low maintenance. She said the site will provide merchants on 5th Avenue with an opportunity to promote their businesses and envisions utilizing the stage for aerobics and yoga on Saturday and/or Sunday mornings with the park programmed on Friday and Saturday nights and Sunday afternoon through an agreement with Main Street. The CRA is in the early stages of securing a lease with someone to address maintenance, secure furniture and lock structures in the evening.

A discussion began around the Little But Loud venue as a City park that will follow the same rules as other parks and close at 10 p.m. The site could be used as an incubator with short-term leases for micro businesses. Music could be provided to the venue using existing speakers and music controlled by the City or citizens could use their phones to connect to preapproved music through Bluetooth. Council concurred a storage container on rollers was needed to secure furniture, cushions, etc. when the venue is closed. Board member Knight was adamant that no alcohol be served.

Spoke from the floor: Eileen Westermann – 5522 17th Street – Zephyrhills, FL

Ms. Westermann said the homeless and panhandler situation needs to be addressed prior to creating a new park venue as the homeless currently sleep in the downtown area. She referred to the park concept and questioned whether a stage was needed with an existing stage in Clock Plaza on 5th Avenue.

CRA Board President Wilkeson suggested moving into an interim phase to view dimensional floorplans with examples of materials with elevations rather than moving immediately into construction documents.

Lance Smith moved to proceed forward with project development of a schematic phase of design and materials. Seconded by Kenneth Burgess. Motion passed unanimously.

1.3 Residential Ownership Incentive Grant: 38533 8th Avenue, Sarah and Tim Walsh

CRA Director Gail Hamilton said the grant application meets all the requirements and recommended Council's approval of the \$5,000 Residential Ownership Incentive Grant.

Lance Smith moved to approve Business Item 1.3. Seconded by Alan Knight. Motion passed unanimously.

1.4 Residential Facade Grant: 38533 8th Avenue, Sarah and Tim Walsh

CRA Director Gail Hamilton said the grant application meets all requirements and recommended Council's approval of the Residential Facade Grant. Applicant will add Hardie Siding, remove asbestos, repair windows, and add an addition to the rear of the structure. The application meets all the requirements of the grant and staff recommended approval.

Kenneth Burgess moved to approve Business Item 1.4. Seconded by Lance Smith. Motion passed unanimously.

1.5 Residential Paint Grant: 38533 8th Avenue, Sarah and Tim Walsh

CRA Director Gail Hamilton said the grant application meets all requirements and recommended Council's approval of the \$500 matching Residential Paint Grant.

Lance Smith moved to approve Business Item 1.5. Seconded by Kenneth Burgess. Motion passed unanimously.

Councilman Burgess recommended staff request homeowner's presence in the future.

2. CRA DIRECTOR'S REPORT

2.1 CRA Director Gail Hamilton said survey work is ongoing at Hercules Park, staff is working with consultants to schedule a public meeting with the Parks Advisory Board, and a Request for Quote (RFQ) is being created for a Construction Manager at Risk as part of the design for value added engineering with Kimley Horn. Surveying has begun for the 10 miles of sidewalk project, final street sign plans are being reviewed for 5th Avenue and cameras have been installed downtown.

3. MAIN STREET ACTIVITY REPORT

3.1 Main Street Zephyrhills Founders Day: Board Vice President and Promotion Committee Chair Devin Alexander

Mr. Alexander provided a brief history of Founder's Day which began in September 1949 as Pioneer Day to highlight the work of Founder Captain Jefferies. He said Main Street approves their event schedule in December prior to the upcoming year and schedules Founder's Day on the first Saturday in March closest to the 10th (on or prior to the 10th). In an effort to provide a timeline of events, he explained Main Street was notified in September 2021 that the Chamber of Commerce was selected by the Florida BBQ Association to host the 2022 State BBQ Championship at the Pigz in Z'hills BBQ & Blues event on March 5, 2022. Main Street Director Faith Wilson met with the BBQ & Blues committee to potentially join the two events and the Pigz in Z'hills BBQ & Blues committee was not keen on the idea. At this point, Main Street returned to the drawing board to entertain viable options and decided to host an event at the conclusion of the BBQ and Blues event on March 5, 2022 at 6:00 p.m. in Clock Plaza with a band and food trucks to keep with the Founder's Day tradition, minus the parade. The Main Street Board was advised by City Manager William Poe that the City did not have resources for police and public works personnel available to support both events on the same day. The Main Street Board met to weigh the pros and cons and collectively decided to move the event to an alternative date for 2022 only. Moving forward, the Main Street Board requested no more cross scheduling of events to eliminate this situation from reoccurring in the future to assure all organizations within the City are supported 100%.

A conversation began with CRA Board Member Knight and Mayor Whitfield opposing Main Street's decision to host Founder's Day without the traditional parade, alternate dates were discussed when City resources would be available, and a possible conflict was mentioned with scheduling events on two consecutive weekends utilizing City resources for police and public works personnel, event sponsorships from local businesses, and recruiting volunteers who are shared by the Chamber and Main Street. Lastly, a decrease in parade participation.

CRA Board President Wilkeson suggested moving the Founder's Day Parade to March 12th with the understanding it will be a strain on resources. She suggested reaching out to other community civic organization such as Rotary, Kiwanis, and the Eagles to assist with the event.

City Manager William Poe advised Main Street's goal tonight was to respond to the outcry from residents on Facebook with cancelling the Founder's Day Parade and have a conversation with the CRA Board to explain their thought process. The Main Street Board is working to figure out what does Founder's Day look like this year minus the parade. If Council is set on a parade, there has to be time to plan and secure participants and sponsors or the event will take place this year without a parade and return in traditional form next year. He said the message that needs to go out tonight is that Main Street needs more hands on deck and requested citizens bring their talents, abilities and willingness to help.

Mayor Whitfield said he is the elephant in the room because he made a comment to the news which he does not regret and cleared the air by stating social media got it wrong because he did not say anything derogatory about Main Street. He said he was surprised that Main Street had decided not to host a Founder's Day Parade and he was concerned. He said he supports the parade and would like to decide on an alternative date. He said history is too valuable to lose and if we don't carry on the tradition, we have nothing to pass onto our children. He said it was the tradition originally to hold Founder's Day in September but due to hurricanes, the date was moved to March. The City is to blame for citizens not knowing what is going on because there is nothing on the City's website explaining the cross scheduling of events.

CRA Board President Wilkeson said the CRA Board is evenly split between reimagine next year and hosting a parade on an alternative date. She requested Main Street bring information to the next meeting to make a final decision.

4. CITIZEN COMMENTS

Spoke from the Floor: Eileen Westermann – 5522 17th Street – Zephyrhills, FL

Ms. Westermann said she called Main Street Director Faith Wilson and offered her assistance to help with the parade and recruit volunteers. She said she restored the Captain Jefferies House and understands how important Founder's Day is to the City's history. She shared Ms. Wilson's vision to host an evening parade themed for a specific era followed by a street party with attendees dressed up in the selected era with a band and food. She said she feels bad that Main Street took such a beating on social media. She said she is the founding president of Main Street and the Founder's Day Parade is very dear to her heart.

Meeting Adjourned: 6:15 p.m.
Submitted by Lori L. Hillman

BUSINESS ITEMS 1.2

Waive Penalty and Interest Associated with Delayed CRA Trust Fund Contribution from Pasco County

Issue:

Pasco County is requesting the CRA Board of Commissioners waive all penalties and interest associated with the delayed payment of the County's contribution to the CRA's Trust Fund.

Background:

According to State Statute Chapter 163.387: Any taxing authority that does not pay the increment revenues to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of the increment revenues and shall pay interest on the amount of the unpaid increment revenues equal to 1 percent for each month the increment is outstanding, provided the agency may waive such penalty payments in whole or in part. The Pasco County Board of County Commissioners approved the payment at its December 7, 2021 meeting, but due to an administrative issue the payment was not made by the statutory deadline of January 1, the City did receive trust fund contribution on January 24, 2022.

Attachment(s):

1. PascoCRAWaiver
2. Pasco County Property Taxes Check

Fiscal Impact:

Staff Recommendation:

Staff recommends approval to waive all penalties and interest associated with the delayed Trust Fund contribution from Pasco County.

January 26, 2022

Mr. William C. Poe, Jr.
City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

Dear Mr. Poe:

I request your consideration to waive the penalty and interest associated with the delayed payment of the County's contribution to your Fiscal Year 2022 Community Redevelopment Area (CRA).

Although the Board of County Commissioners approved the payment to the CRA at its December 7, 2021, meeting, the County experienced an unfortunate administrative oversight in remitting the payment to the City CRA by the statutory deadline of January 1. You should, however, have received the County's CRA contribution on January 18, 2022.

According to State Statute, if a taxing authority fails to meet the deadline, a late fee equal to 5% of the tax increment and 1% interest for every month the payment is late is required. State law also allows the CRA to waive this late fee and interest, in whole or in part. I respectfully request the CRA and City waive these fees. We believe the intention of the Statute is to penalize those taxing authorities that intentionally withhold funds rather than submitting to the respective CRA's, which is not the case in this instance.

If the City and CRA Board agree to waive these penalties, we ask this action be documented through an official action at a public meeting (as outlined in FS 163.387(2)(b)). If on the other hand, the CRA decides not to waive the fee, the amount of the potential fees owed is outlined below. Please notify Robert Goehrig, Pasco County Budget Director, of the CRA's decision at your convenience. He can be reached at 727-847-8980, Ext. 8467, or rgoehrig@pascocountyfl.net.

City of Zephyrhills

	1999	2012	2016
Base Year Valuation	\$15,924,352	\$26,432,345	\$38,598,573
Current Year Valuation	\$25,469,090	\$34,623,079	\$62,539,428
Difference	\$9,544,738	\$8,190,734	\$23,940,855
Approved Millage	X 7.6076	X 7.6076	X 7.6076
	\$72,612.55	\$62,311.83	\$182,132.45
% To Be Allocated (F.S. 163.387)	X 0.94	X 0.95	X 0.95
Amount Paid 1/18/2022	\$68,255.80	\$59,196.24	\$173,025.83
Late Fee of 5% of Payment per F.S. 163.387(2)(b)	\$3,412.79	\$2,959.81	\$8,651.29
Interest of 1% of Payment per F.S. 163.387(2)(b)	\$682.56	\$591.96	\$1,730.26
Amount Requested to be Waived	\$4,095.35	\$3,551.77	\$10,381.55

COUNTY ADMINISTRATION

Mr. William Poe
January 26, 2022

Below is the language from Statute 163.387(2)(b) for your reference:

Any taxing authority that does not pay the increment revenues to the trust fund by January 1 shall pay to the trust fund an amount equal to 5 percent of the amount of the increment revenues and shall pay interest on the amount of the unpaid increment revenues equal to 1 percent for each month the increment is outstanding, provided the agency may waive such penalty payments in whole or in part.

Please feel free to contact me to discuss this matter further. Thank you again for your kind consideration.

Sincerely,



Dan Biles
County Administrator

DB
DB/EB/RG/DR/smh\S:\OMB Documents\Correspondence\2022\All Other Correspondence\Waiving Late Fees and Interest for CRA Payments\Letter to City Manager Zephyrhills

cc: Erik K. Breitenbach, Assistant County Administrator (Internal Services)
Robert Goehrig, Budget Director

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/07/2021	2022CRAA	COMMUNITY DEVELOPMENT ZEPHYRHILLS 2012	\$59,196.24
12/07/2021	2022CRA	COMMUNITY REDEVELOPMENT ZEPHYRHILLS 1999	\$68,255.80
12/07/2021	2022CRAB	COMMUNITY REDEVELOPMENT ZEPHYRHILLS 2016	\$173,025.83

#2

VENDOR NO.	VENDOR NAME	CHECK NO.	CHECK DATE	CHECK AMOUNT
5652	CITY OF ZEPHYRHILLS	596754	01/20/2022	\$300,477.87



BOARD OF COUNTY COMMISSIONERS

OPERATING ACCOUNT
352-521-4556
P.O. BOX 1554
DADE CITY, FL 33526-1554

JPMorgan Chase Bank, N.A.,
Miami, FL
63-8413/2670

Vendor Number	Check Number	Check Date
5652	596754	01/20/2022

VOID 90 DAYS FROM DATE OF ISSUE

\$300,477.87

Three Hundred Thousand Four Hundred Seventy-seven Dollars and 87 Cents

Pay
To the
Order Of

CITY OF ZEPHYRHILLS
COMMUNITY REDEVELOPMENT FUND
5335 8TH ST
ZEPHYRHILLS, FL 33542-0000

Nichole Alvarez-Santos MP
AUTHORIZED SIGNATURE
Kathryn Stakely MP
CHAIRWOMAN OF THE BOARD OF COUNTY COMMISSIONERS



⑈00596754⑈ ⑆267084131⑆

516230882⑈

BUSINESS ITEMS 1.3

Oakside and Zephyr Park Neighborhood Plan

Issue:

The CRA Board of Commissioners approve professional services contract with Community Solutions Group/ GAI for the development of the Oakside and Zephyr Park Neighborhood Plan.

Background:

The neighborhood planning project will seek to understand what redevelopment could look like in the Oakside and Zephyr Park Neighborhoods, what the potential redevelopment impacts might be and the strategic steps the Zephyrhills CRA could take to further their redevelopment vision for the area. The Plan will look for reinvestment opportunities within the Oakside and Zephyr Park Neighborhoods, provide a land use and design framework that will address housing, mobility and public realm issues and opportunities that will guide policy and investment decisions. The plan will also look at how the implementation of the Zephyr Park master plan might impact reinvestment in the Oakside and Zephyr Park Neighborhoods. What reinvestment opportunities might emerge for the neighborhoods due to the CRA / City's investment in Zephyr Park? Finally, the Plan will develop an implementation strategy for the CRA that provides "next steps", taking into account the CRA's tax increment revenue projections resulting from reinvestment. In developing the Plan, consultants GAI, will work closely with the Planning Department, Public Works, and Utilities staff, residents of the neighborhoods, business and property owners, and potential developers.

Attachment(s):

1. Oakside-Zephyr Park Scope_2021-10-27 FINAL (1)

Fiscal Impact:

The total cost of the project is \$48,750. Funding will come from the approved FY 2021/2022 CRA Budget.

Staff Recommendation:

Staff recommends approval of professional services contract with Community Solutions Group / GAI for the development of the Oakside and Zephyr Park Neighborhood Plan.

October 27, 2021
GAI Project R210833.00

Ms. Gail Hamilton, Executive Director
Zephyrhills Community Redevelopment Agency
5335 8th Street
Zephyrhills, Florida 33542

**Proposal for Professional Services
Oakside and Zephyr Park Neighborhood Plan
Zephyrhills, Florida**

Dear Ms. Hamilton:

We appreciate the opportunity to provide the Zephyrhills CRA (Client) with this proposal for planning and design services for the Oakside and Zephyr Park neighborhoods.

Project Understanding

The Zephyrhills Community Redevelopment Agency is desirous of implementing the Zephyr Park Master Plan, originally completed in 2016. The plan proposes significant capital investments to expand and enhance the existing park area. Capital investments of this size can stimulate the reinvestment of surrounding properties in response to quality-of-life enhancements made to park space. Within the CRA, Oakside and Zephyr Park neighborhoods are most likely to realize the benefits of an enhanced park space. As such, this neighborhood planning project seeks to understand what the potential redevelopment impacts might be, what redevelopment could look like, and the strategic steps that the CRA could take to further their redevelopment vision.

Scope of Services

Based on our understanding of the project requirements provided to date by the Client, GAI will perform the following described Scope of Services. In addition to the specific services detailed below, GAI shall coordinate our work with the Client, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress. The following tasks will commence at various times and overlap with each other.

Task 1. Existing Conditions Assessment

Subtask 1.1 Intent

The purpose of this task is to answer the following question: *what are the issues and opportunities for reinvestment in the Oakside and Zephyr Park neighborhoods?*

This task will seek to understand the existing conditions of the Oakside and Zephyr Park neighborhoods as it pertains to housing, mobility, stormwater management, and public realm character. This task will deliver a series of

“snapshots” that characterize the issues and opportunities for Oakside and Zephyr Park to serve as the building blocks for Tasks 2 and 3.

Subtask 1.2 Activities

- a) GIS analysis. GAI will conduct GIS and aerial imagery analysis to study the existing use, parcel configuration, property ownership, property utilization, housing stock, mobility, and land cover characteristics of the Oakside and Zephyr Park neighborhoods using publicly available data and data provided by the client.
 - GAI will develop a demographic profile of the Oakside/Zephyr Park neighborhoods.
 - GAI will map and comment on the land use and transportation conditions of the Oakside/Zephyr Park neighborhoods.
 - GAI will map and comment on issues and opportunities of ownership patterns of the Oakside/Zephyr Park neighborhoods.
- b) Field survey. GAI will conduct two field visits (one weekday and one weekend day) to study the physical and social elements of the Oakside and Zephyr Park neighborhoods. GAI will collect data using various research tools such as mapping, photography, and interviews. Research will focus on the existing neighborhood form and social interactions to better understand quality of life within these neighborhoods. Questions that this activity seeks to answer will include:
 - How do neighborhood residents interact with built environment?
 - How safe and convenient is it to move around and access neighborhood amenities such as parks, grocery stores, schools?
 - How comfortable is the neighborhoods’ public realm?
- c) Stakeholder interviews. GAI will conduct up to 8 hours of interviews and/or roundtable discussions (virtually/by phone) with neighborhood stakeholders to better understand issues and opportunities facing the Oakside and Zephyr Park neighborhoods as it pertains to housing, stormwater infrastructure, and mobility. Stakeholders may include City Public Works and Planning staff, CRA staff, neighborhood association representatives, existing residents, and potential developers. The client will assist GAI in contacting stakeholders for interviews.

Subtask 1.3 Deliverables

As a result of this task, GAI will produce a slide deck presenting 3 to 6 existing condition “snapshots” (combined total for both neighborhoods) with supporting details derived from the activities listed above and recommendations for further analysis. GAI will provide one revision of this slide deck.

Task 2. Comparable Research

Subtask 2.1 Intent

The purpose of this task is to answer the following question: *How might implementation of the Zephyr Park master plan impact reinvestment to the Oakside and Zephyr Park neighborhoods?*

This task seeks to understand what reinvestment opportunities might emerge for the Oakside and Zephyr Park neighborhoods due to the City/CRA's Zephyr Park master plan implementation. This task will research comparable examples of major park improvements from other Florida cities and profile the reinvestment impacts to surrounding neighborhoods. This task does not intend to provide an exhaustive or statistically valid analysis but instead provide qualitative context about what might be reasonable expectations for reinvestment impacts around Zephyr Park.

Subtask 2.2 Activities

- a) Comparable research. GAI will research 4 to 6 examples of recent park master plan implementations throughout Florida and, to the extent feasible, evidence of reinvestment to their respective surrounding neighborhoods. Questions that this activity seeks to answer will include:
 - How do Zephyrhills' Park improvements and surrounding context compare to the example areas profiled?
 - What evidence is there of private reinvestment in response to the profiled park improvements?
 - In addition to park improvements, what other factors might play a role in impacting surrounding neighborhoods that may or may not be comparable to Zephyrhills?

Subtask 2.3 Deliverables

As a result of this task, GAI will produce a slide deck presenting 4 to 6 profiles of park improvements throughout Florida with supporting details about the public and private reinvestment response within surrounding neighborhoods. This slide deck will provide commentary about the reasonable expectations for reinvestment impacts from Zephyr Park and recommendations for further analysis. GAI will provide one revision of this slide deck.

Task 3. Neighborhood Design Framework

Subtask 3.1 Intent

The purpose of this task is to answer the question: *what could we expect redevelopment to achieve within the Oakside and Zephyr Park neighborhoods?*

This task seeks to provide a land use and design framework that will guide policy and investments decisions in response to Zephyr Park improvements. This Neighborhood Design Framework will address housing, mobility, and public realm issues and opportunities outlined in Task 1 and incorporate reinvestment context described in Task 2.

Subtask 3.2 Activities

- a) Design principles. GAI will outline and describe 4 to 6 design principles that address the issues and opportunities and guide the overall neighborhood design framework. Questions that this activity seeks to answer will include:
 - What is the intent and purpose of the neighborhood design framework?
- b) Neighborhood plan. GAI will establish a neighborhood plan and aerial graphic for Oakside and Zephyr Park neighborhoods detailing land use, form, mobility, and public realm concepts that implement the design principles. This activity seeks to answer questions derived from the issues and opportunities.
- c) Key “moments” graphics. GAI will produce three “key moment” graphics that communicate the proposed visual identity for Oakside and Zephyr Park at eye-level. Questions that this activity seeks to answer will include:
 - What are the key moments that define the character of a redeveloped neighborhood?
 - What do some of these improvements look like on-the-ground?

Subtask 3.3 Deliverables

As a result of this task, GAI will produce a slide deck presenting a neighborhood plan, aerial graphic, and key eye-level graphics. GAI will provide one revision of this slide deck.

Task 4. Implementation Strategy

Subtask 4.1 Intent

The purpose of this task is to answer the question: *what could the City/CRA do to realize the neighborhood design framework?*

This task seeks to understand what steps the City/CRA can take to implement the neighborhood planning framework.

Subtask 4.2 Activities

- a) Implementation strategy. implementation strategy will identify “recommended next steps” intended to assist the Zephyrhills CRA in continuing the effort to address issues and opportunities within the Oakside and Zephyr Park neighborhood. The implementation strategy will take into account the CRA’s tax increment revenue projections resulting from reinvestment predictions derived in Task 2.

Subtask 4.3 Deliverables

As a result of this task, GAI will produce a slide deck presenting the implementation strategy. GAI will provide one revision of this slide deck.

Task 5. Project Management & Oversight

Subtask 5.1 Intent

The purpose of this task is to assure efficient project management and quality control on all deliverables.

Subtask 5.2 Activities

- a) Project Management & Oversight. Senior planning staff will provide project management and oversight services to assure efficient productivity.
- b) Quality Control. GAI planning staff will provide review of all deliverables to assure quality and efficacy.

Schedule

CSG will begin work upon receipt of a copy of this Proposal executed and authorized below and will endeavor to complete the assigned tasks within six (6) months, subject to excused delays beyond GAI's reasonable control.

Compensation

GAI will bill **\$48,750 on a lump sum** basis for GAI's services under this proposal as outlined in Tasks 1 – 5 below.

Tasks	Type	Fee
Task 1. Existing Conditions Assessment	Lump Sum	\$15,070
Task 2. Comparable Research	Lump Sum	\$5,660
Task 3. Neighborhood Planning Framework	Lump Sum	\$17,150
Task 4. Implementation Strategy	Lump Sum	\$7,080
Task 5. Project Management and Oversight	Lump Sum	\$3,790
Total Fee		\$48,750

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared based on the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the Client and GAI Consultants, Inc.

2. Application fees for submittals to the City are not included in the above fees and will be provided by the Client.
3. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within seven (7) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within seven (7) calendar days.
10. In the event of any claim, suit or dispute between Owner and Consultant, Owner agrees to only pursue recovery from Consultant and will not seek recovery from, pursue or file any claim, or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, or employee of Consultant.
11. **PERSONAL LIABILITY OF PERSONNEL DISCLAIMER – PURSUANT TO FLORIDA STATUTE 558.0035, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AGREES THAT PURSUANT TO SECTION C AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.**

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

Please do not hesitate to contact me at 904.449.4305 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

REQUESTED AND AUTHORIZED BY:

**Zephyrhills Community Redevelopment
Agency**

Sincerely,

**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

BY: _____

PRINTED
NAME: _____

TITLE: _____

Thomas R. Kohler
Senior Director, Economics

DATE: _____

Blake Drury, AICP
Planning Director, Community
Solutions Group

Attachments: Exhibit A – GAI Standard Terms and Conditions
Exhibit B – Map of Project Area

EXHIBIT A
GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

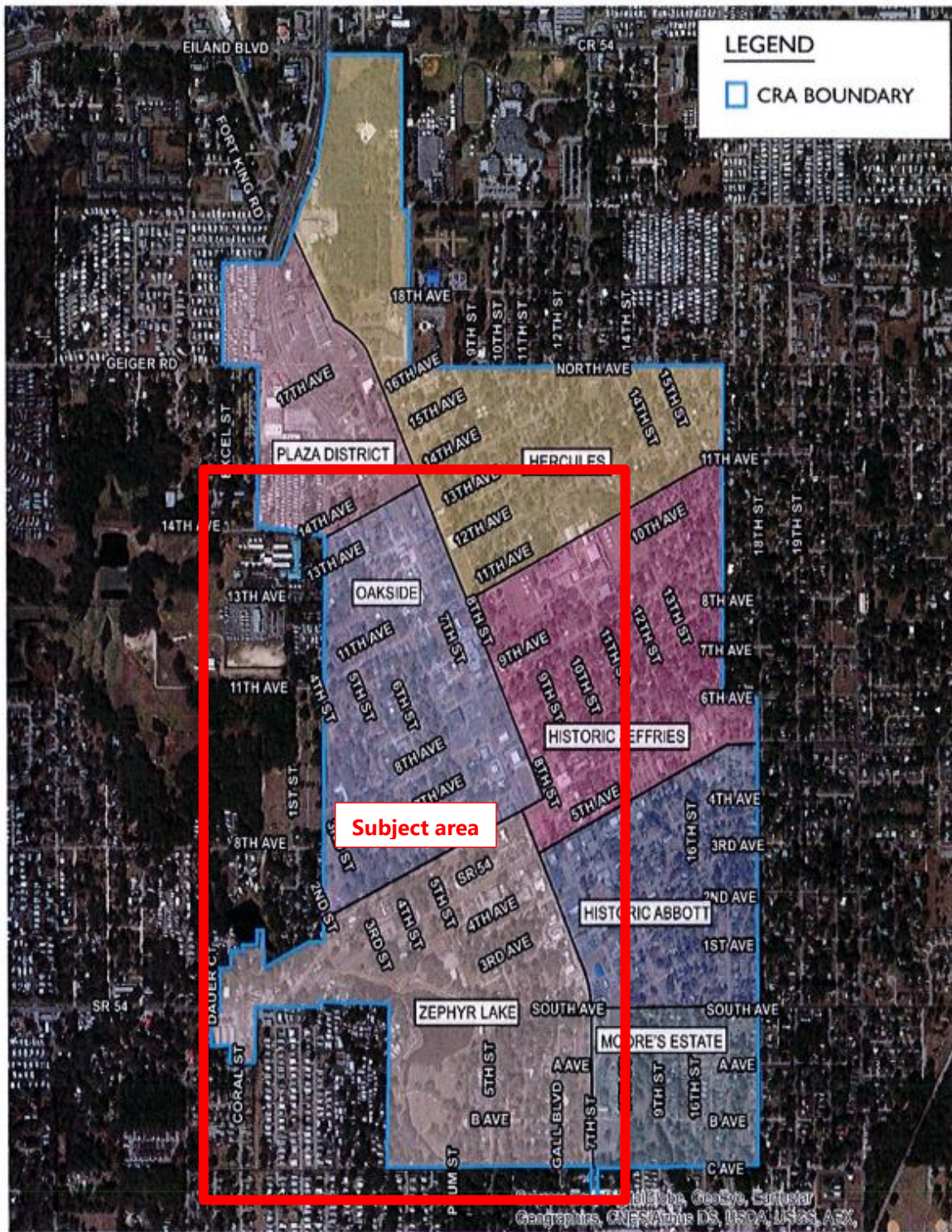
- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B
Map of Project Area



ZEPHYRHILLS CRA
CITY OF ZEPHYRHILLS, FL

**COMMUNITY REDEVELOPMENT AREA
NEIGHBORHOOD DISTRICTS**

Map 10/18/13 - CONTACT: KELLEY KLEPPER, AICP, PHD, 339.7306 - AERIAL DATA © GOOGLE EARTH 2014



Kimley-Horn

BUSINESS ITEMS 1.4

Additional Services for “Little But Loud” Park Project for the City of Zephyrhills – Storm Sewer Design, Stormwater Permitting

Issue:

The CRA Board of Commissioners approve additional service contract to address stormwater issues in the alleyway adjacent to the Back Yard project.

Background:

There are low spots within and adjacent to the city-maintained alleyway to be used for a pedestrian connection for the Project. These low spots retain water after a rain event. It is the City’s desire to collect the water and direct it to the retention pond west of 7th Street known as “Lake Necessity”. These construction activities will likely not fall under exemption criteria and will require permitting through the Southwest Florida Water Management District (SWFWMD). Storm Sewer Design: Design and model a storm sewer system to collect stormwater within the City maintained 6th Avenue and the alleyway between 5th Avenue and 6th Avenue immediately south of the Back Yard Project. The storm sewer will be designed to also collect and reroute water currently being collected by inlets at the intersection of 6th Avenue and 8th Street. The storm sewer design sheets will be added to the Construction Documents developed for the Back Yard project.

Stormwater Permitting: Solicit pre-application comments from the SWFWMD prior to design and permitting of this storm sewer. These comments will be used for design and modeling of the system. We will also submit required permits to SWFWMD and respond to one (1) round of comments from the agency. If additional rounds of comments are generated an amendment to this agreement will be required.

Attachment(s):

1. 01-10-22 Additional Service Proposal for Little but Loud

Fiscal Impact:

Additional Services contract cost fee: \$15,750. Funding will come from the approved 2021/2022 approved budget, Little but Loud- Back Yard Capital project funds.

Staff Recommendation:

Staff recommends approval.

January 10, 2022

Ms. Gail Hamilton
CRA Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

RE: Request for Additional Services for “Little But Loud” Park Project for the City of Zephyrhills, Florida – Storm Sewer Design, Stormwater Permitting

Dear Gail,

Furr, Wegman & Banks Architects, P.A. is pleased to submit this proposal to provide Additional Services in accordance with our Letter of Proposal dated July 19, 2021 for the “Little But Loud” Project.

PROJECT UNDERSTANDING:

- There are low spots within and adjacent to the City maintained alleyway to be used for a pedestrian connection for the Project. These low spots retain water after a rain event.
- It is the City’s desire to collect the water and direct it to the retention pond west of 7th Street known as “Lake Necessity”.
- These construction activities will likely not fall under exemption criteria and will require permitting through the Southwest Florida Water Management District (SWFWMD). It is not anticipated that the stormwater system will need to be permitted through the Florida Department of Transportation (FDOT) given the proximity to US Highway 301 (AKA Gall Blvd).

SCOPE OF SERVICES

- Storm Sewer Design: Design and model a storm sewer system to collect stormwater within City maintained 6th Avenue and alleyway between 5th Avenue and 6th Avenue immediately south of the Project. The storm sewer will be designed to also collect and reroute water currently being collected by inlets at the intersection of 6th Avenue and 8th Street. The storm sewer design sheets will be added to the Construction Documents developed under the original agreement.
- Stormwater Permitting: Solicit pre-application comments from the SWFWMD prior to design and permitting of this storm sewer. These comments will be used for design and modeling of the system. We will also submit required permits to SWFWMD and respond to one (1) round of comments from the agency. If additional rounds of comments are generated an amendment to this agreement will be required.

PROFESSIONAL FEES SUMMARY:

FEES ITEM	SERVICE	FEE BASIS	FEE AMOUNT
A	Storm Sewer Design	Lump Sum	\$12,600.00
B	Stormwater Permitting	Lump Sum	\$3,150.00
TOTAL:			15,750.00

We request the ability to invoice monthly for work completed.



Thank you for considering Furr, Wegman & Banks Architects, P.A. Once approved, please sign below, and return a copy for our records. This proposal is valid for 60 days from the date of this letter. If you have any questions, please contact our office. We look forward to continuing our work with you and are ready to commence immediately.

Very truly yours,

FURR, WEGMAN & BANKS ARCHITECTS, P. A.

A handwritten signature in blue ink, appearing to read "M. Banks", is written over a light blue horizontal line.

M. Aaron Banks, AIA LEED AP

ACCEPTED BY:

Ms. Gail Hamilton
CRA Director
City of Zephyrhills

Date