



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, February 28, 2022
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President W. Alan Knight
Roll Call – City Clerk Lori Hillman
Invocation - Alan Knight
Pledge of Allegiance - Council President W. Alan Knight

1. CONSENT ITEMS

1.1 Approval of February 14, 2022 Regular Meeting Minutes

1. M02-14-2022

1.2 Approval of February 15, 2022 Mayor's Caucus Minutes

1. M02-15-2022 Special Meeting Mayor's Caucus

2. BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT

2.1 Wire Road Presentation - AECOM

1. Wire Road_Presentation

2.2 Workshop with City Council & Planning Commission

3. CITY MANAGER

3.1 Award Bid No. 11-22-01 and Jennifer Lane Construction Agreement 25-22-02 to Kamminga & Roodvoets

1. Agreement-Jennifer Lane Improvements.docx

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL 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.**

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on February 14, 2022 at 6:00 p.m. in the Council Chambers of City Hall.

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

Staff present: Police Lieutenant Nathan Gardner, Public Works Director Shane LeBlanc, HR Director Sandra Amerson, CRA Director Gail Hamilton, Public Information Officer Kevin Weiss and City Clerk Lori Hillman.

Pastor Russell Guynn with Family of God Baptist Church gave the Invocation. The Pledge of Allegiance followed.

1. CONSENT ITEM

1.1 Approval of January 24, 2022 Regular Meeting Minutes

Charles Proctor moved to approve the Consent Item. Seconded by Kenneth Burgess. Motion passed unanimously.

BUSINESS ITEMS

2. CITY MANAGER'S REPORT

2.1 Upcoming Charter Review

City Manager William Poe advised City Council is required to formally review the City's Charter every five years and amend in accordance with Florida Statute Section 166.031. The last Charter review was brought before Council in April 2017 with no amendments. He recommended each Council member appoint a citizen to serve on the Charter Review Committee with the Council as a whole selecting the final member. The Mayor will serve as the Chairman for a total of seven (7) members. Staff will contract with an individual or firm specializing in Charter Review. The proposed amendments will be voted on by the electors of the municipality. Staff will bring Charter guidelines and information to the next meeting to select a Charter Review Committee.

2.2 Founder's Day Parade Update

This item was pulled from the agenda.

3. CITIZEN COMMENTS

3.1 Sergeant Major James Laferriere - Zephyrhills High School JROTC Service Project

Cadet Command Sergeant Major James Laferriere, Lieutenant Colonel Zachariah Arnold and Captain Aiden Macumber were in attendance.

Cadet Captain Aiden Macumber presented a PowerPoint briefing of the 2022 Project Patriotism Service-Learning Project at Oakside Cemetery to clean Veterans' headstones and conduct a flag burning ceremony with the presentation of colors by the Honor Guard. He asked for Council's support with cleaning supplies (bleach, soap, brushes and rubber gloves) and donations for transportation and meals. He requested a representative from Council attend the event on Friday, February 25th at 9:45 a.m.

City Manager William Poe said the City will donate the supplies requested.

Councilwoman Wilkeson moved to donate \$300.00 to the Cadets Oakside Cemetery headstone cleaning project. Seconded by Lance Smith. Motion passed unanimously.

Pastor Russell Guynn with the Family of God Baptist Church will match the City's donation of \$300.00 to the JROTC.

This item was added to the agenda

4. PUBLIC INFORMATION OFFICER UPDATE

4.1 Public Information Officer Kevin Weiss narrated a PowerPoint presentation of updates to the City's Website to include a still of downtown Main Street, a business tab with information

for new residents and prospective businesses, a link tree account to promote social media pages, a community news page with visuals for recycling and Z-carts, a podcast button (a microphone next to the existing Facebook, Instagram, Twitter and YouTube images) that links to Spotify to access MP3 audios of Council meetings, and nextdoor to notify residents of upcoming meetings with easy access to links. He said he is working on a long-term project of creating a brand strategy to identify the City. The City has previously been known as the City of Pure Water and Skydiving Haven and suggested pushing out information on the City's World Class Tennis Center.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked the JROTC Cadets for their presentation and Pastor Russell Guynn for matching the City's donation in support of the Cadets. He recognized local Girl Scout Riley Wheat who cleaned 40 headstones for her Girl Scout Gold Award.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said he traveled to Tallahassee last week to attend the Legislative Action Days with Councilman Burgess, Council President Knight and members from the Chamber of Commerce. They met with Senator Burgess, Representative Maggard, Representative Marino and Senator Simpson to remind them of the City's appropriation requests and thank them for their support. He reminded Council that Planning Director Todd Vande Berg will reach out to schedule individual meetings. He said the City submitted a photo of City Hall at night taken by Library Director Lori Brightwell into a state-wide City contest and Zephyrhills placed third.

CITY ATTORNEY ANNOUNCEMENTS – City Attorney Matthew Maggard said he and Danny Burgess have dissolved their law firm and joined the firm of Shumaker, Luke and Kendrick in Tampa. They will remain in their current office in Dade City with the ability to provide better service through additional resources effective immediately. He said his older brother is a professor at Auburn University and congratulated him publicly for being awarded tenure.

CITY COUNCIL COMMENTS – Councilman Burgess said it's nice to visit our representatives in a professional setting. He thanked Pastor Russell Guynn and his church for their generous offer of matching the City's donation to the JROTC Service Project.

Councilman Smith thanked Pastor Russell Guynn, the Zephyrhills High School JROTC and Public Information Kevin Weiss. He thanked staff for completing the striping at the Chick-Fil-A exit and thanked Mr. Earle for the candy.

Councilman Proctor thanked the Cadets for all they do and thanked Mr. Earle for the candy.

Councilwoman Vice President Wilkeson thanked Public Information Officer Kevin Weiss and Mr. Earle for the candy. She said she has received a lot of complaints recently with dilapidated buildings, garbage pileups, etc. She said she submitted complaints through See, Click, Fix It with pictures from her personal computer and did not receive confirmation that the complaint was received. She said if someone takes the time to report an issue and attach photographs, it is important that the complaints are directed to someone for a response.

City Manager William Poe said there should have been follow-up to the See, Click, Fix It and will check into why there was no response.

Council President Knight thanked and acknowledged the Cadets, Pastor Guynn and Public Information Officer Kevin Weiss.

Meeting adjourned: 6:55 p.m.
Submitted by Lori Hillman

SPECIAL COUNCIL MEETING
MAYOR'S CAUCUS

A Special Council Meeting was held on February 15, 2022 at 6:00 p.m. in the Council Chambers of City Hall.

Council President Knight called the meeting to order. Roll call was taken. Present were members Lance Smith, Kenneth Burgess, Jodi Wilkeson, Alan Knight, Charles Proctor and Mayor Gene Whitfield. City Manager William Poe was present. City Attorney Matthew Maggard was absent.

Staff present: Planning Director Todd Vande Berg, Senior Planner Rodney Corriveau, GIS Technician Kevin Kelley and City Clerk Lori Hillman.

1. MAYOR

1.1 Mayor Whitfield presented Candidate Petitions for Council Seat 1:

<u>Council Seat 1</u>	Certified Signatures
Lance Alan Smith	25

Charles Proctor moved to accept the candidate petition certifications for Council Seat 1. Seconded by Jodi Wilkeson. Motion passed unanimously.

1.2 Mayor Whitfield presented Candidate Petitions for Council Seat 4:

<u>Council Seat 1</u>	Certified Signatures
Kenneth M. Burgess, Jr.	25

Charles Proctor moved to accept the candidate petition certifications for Council Seat 4. Seconded by Jodi Wilkeson. Motion passed unanimously.

Meeting adjourned 6:03 p.m.
Submitted by Lori Hillman

BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT 2.1

Wire Road Presentation - AECOM

Issue:

AECOM will present an overview of a proposed MP trail on the Wire Road Corridor.

Background:

The Wire Road Analysis to be prepared by AECOM investigated various existing elements and infrastructure that may support future bicycle and pedestrian facilities within the corridors in the study area. The study area can be generally described as the area north of SR 54 and south of Piedmont Avenue. The study area is bounded on the west by Dairy Road and on the east by 16th Street. An opportunities and challenges matrix was created to document spatial requirements necessary for a range of bicycle-pedestrian facilities that could be utilized within the study area. This work will be used as the basis for a second project by the MPO if the study area analysis shows the potential for active transportation facilities development. The range of bicycle-pedestrian facilities will include bike lanes, buffered bicycle lanes, multi-use trails, a cycle track, sharrows and sidepaths.

Attachment(s):

1. Wire Road_Presentation

Fiscal Impact:

N/A

Staff Recommendation:

Staff requested AECOM present an overview of the proposed MP trail on the Wire Road Corridor.

CITY OF ZEPHYRHILLS CITY COUNCIL MEETING

FEBRUARY 28, 2022



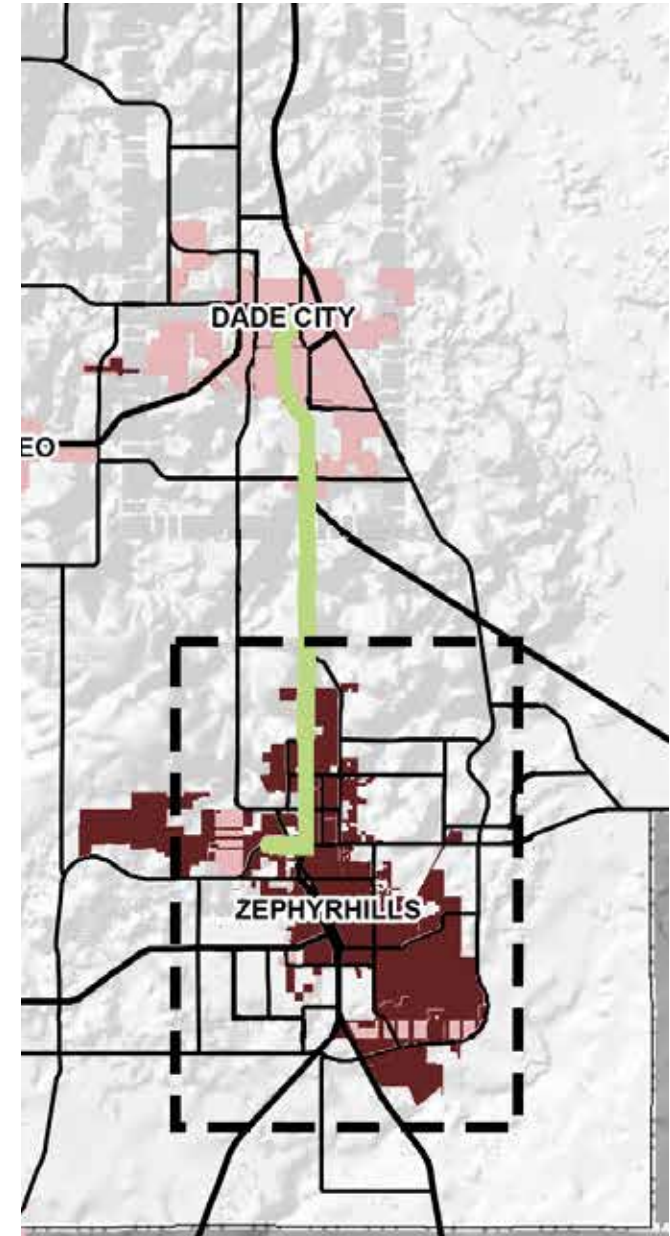
WIRE ROAD ANALYSIS

PROJECT INTRODUCTION

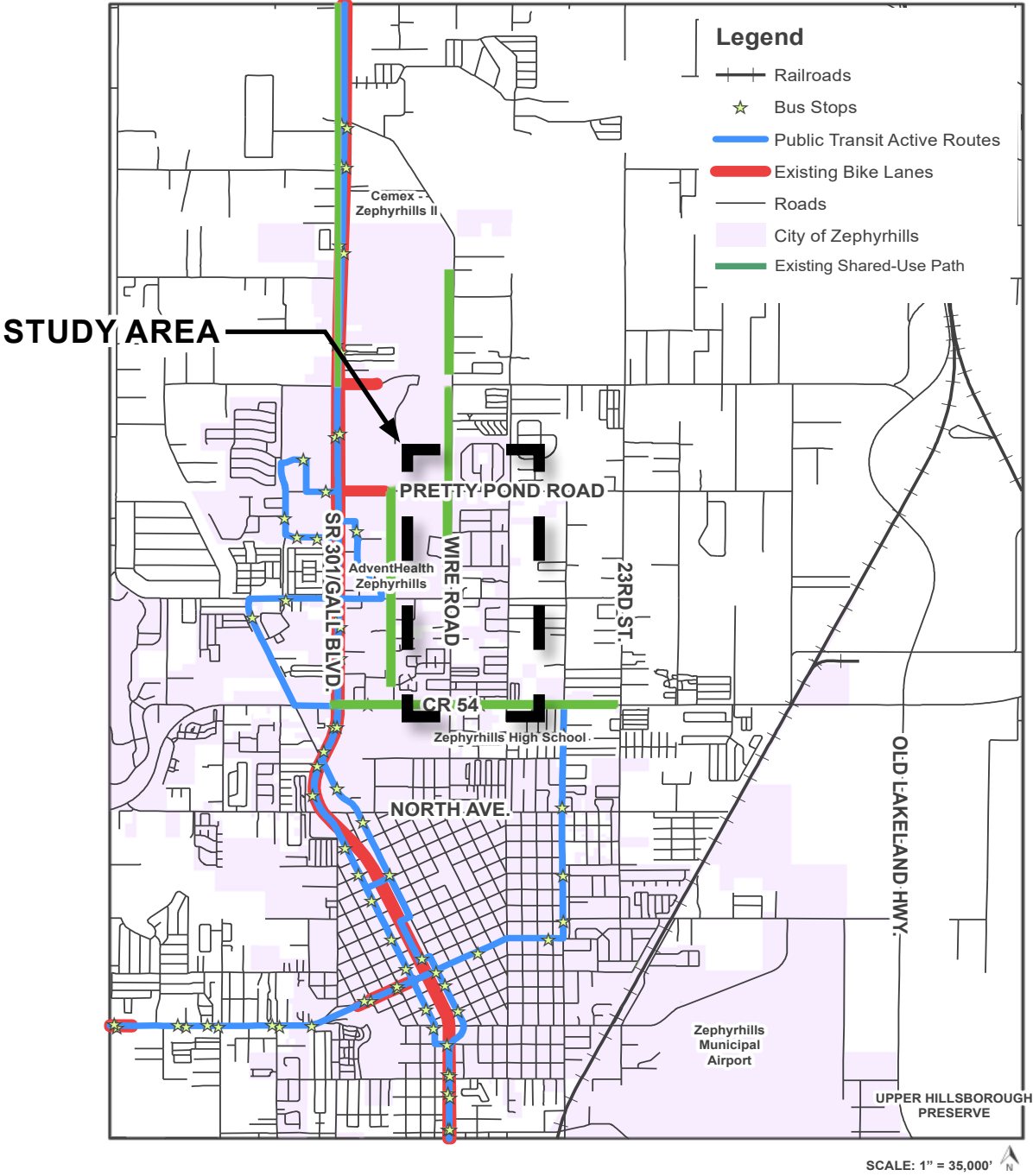


GOALS

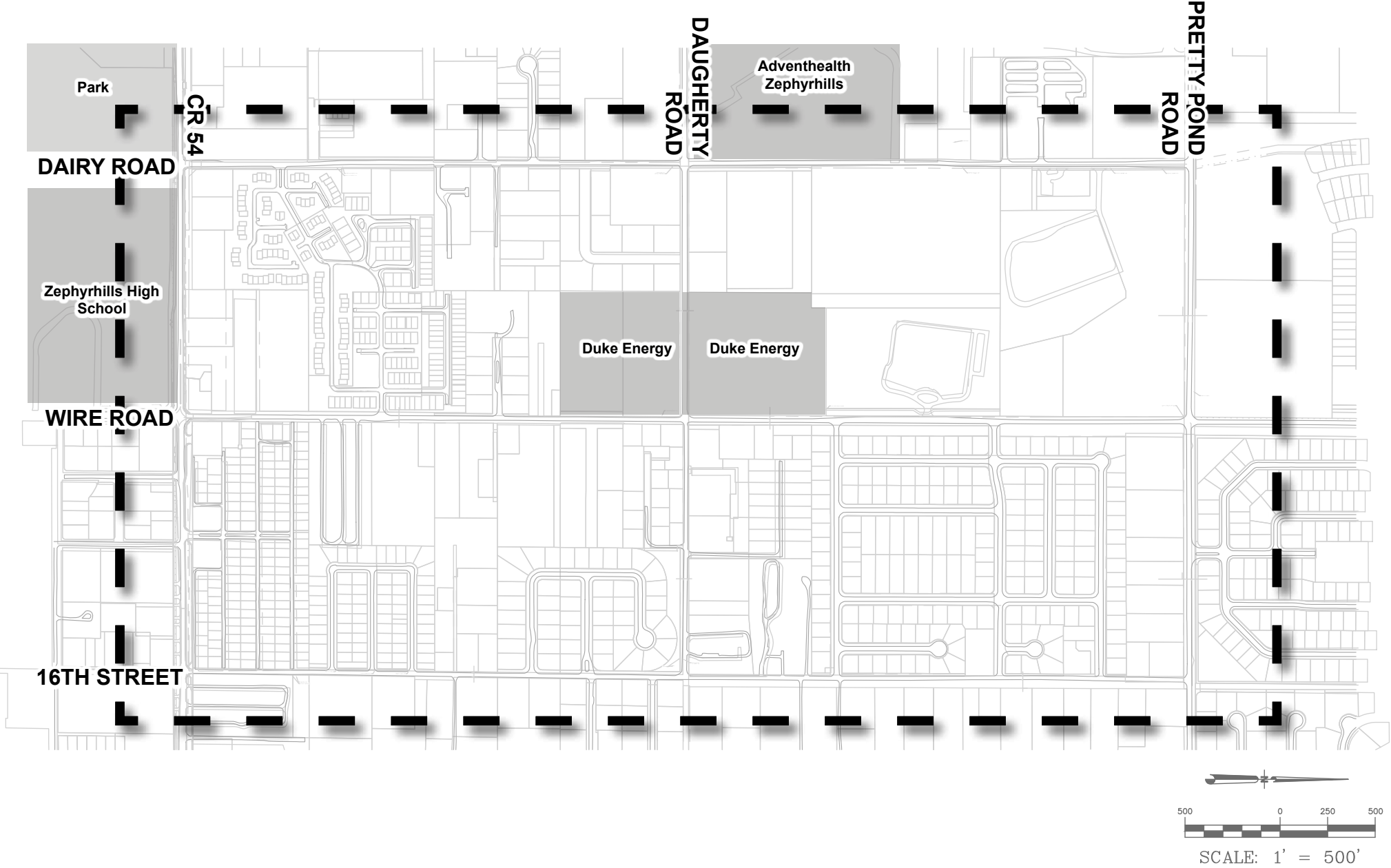
1. Analyze existing conditions of the bicycle and pedestrian infrastructure within the study area.
2. Identify opportunities and challenges along the study corridors for future bicycle and pedestrian infrastructure.



EXISTING MULTI-MODAL INFRASTRUCTURE



STUDY AREA



STAKEHOLDERS



Zephyrhills City



Florida Department of Transportation



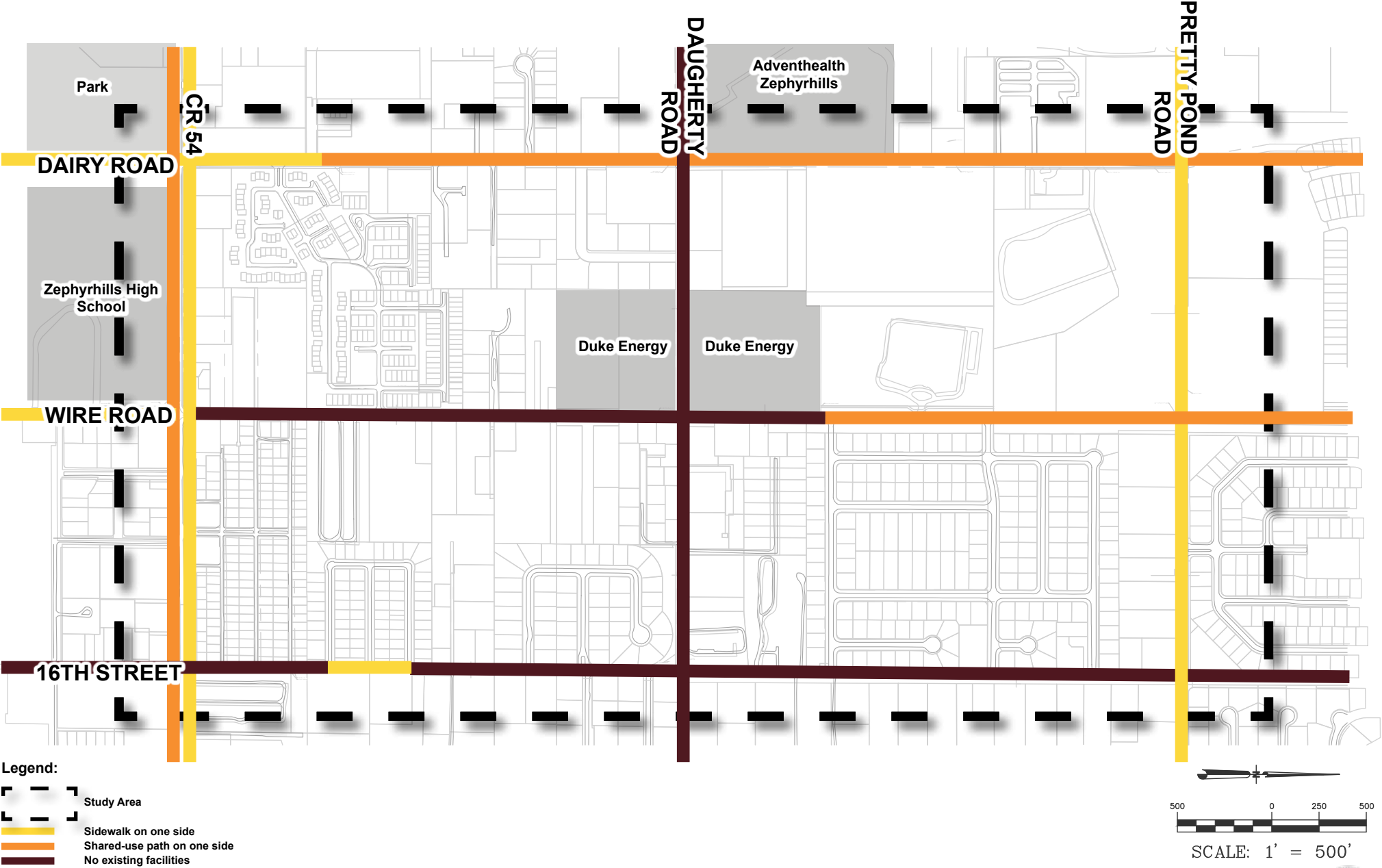
Pasco County



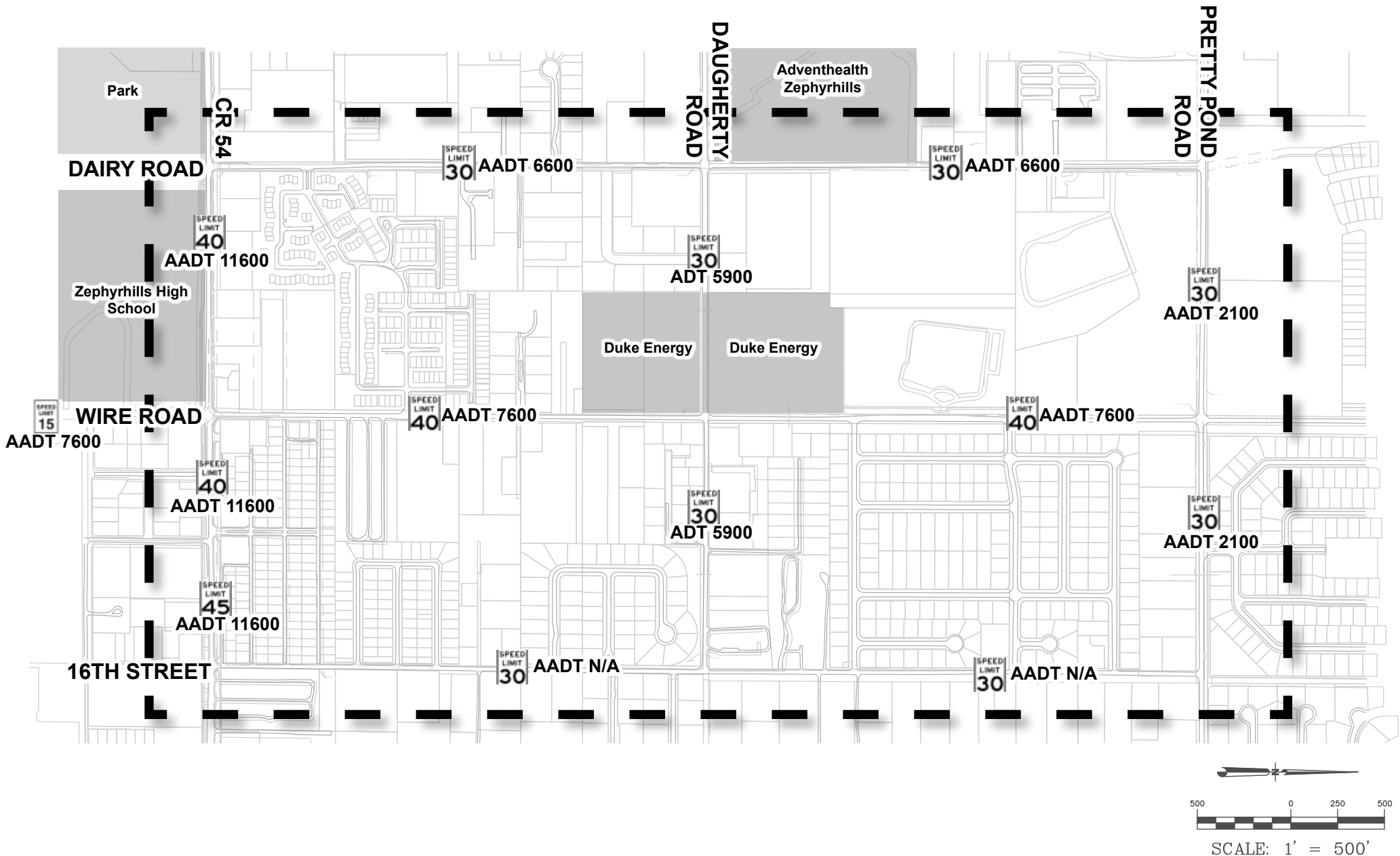
GOPASCO



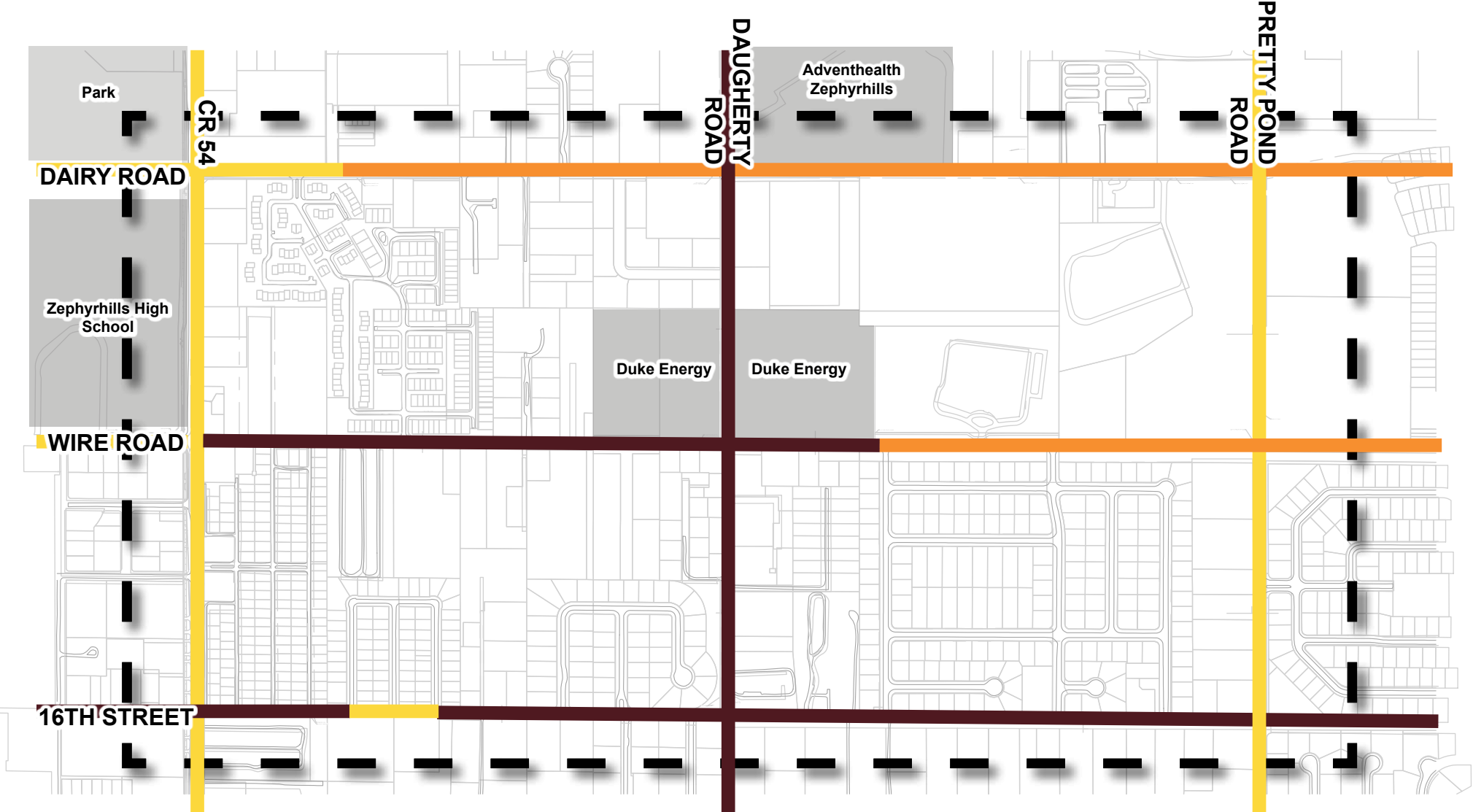
EXISTING BICYCLE, PEDESTRIAN INFRASTRUCTURE



TRAFFIC AND POSTED SPEED



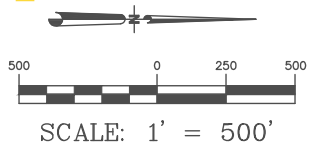
LEVEL OF TRAFFIC STRESS (LTS)



Legend:

- Study Area
- LTS 1
- LTS 2
- LTS 3
- LTS 4

Wire Road Analysis



RANGE OF FACILITY TYPES

← LESS SEPARATION

MORE SEPARATION →



1

SIGNED ROUTE

DESCRIPTION
SIGNED ROUTES USE TRAFFIC SIGNS TO INDICATE A LOCAL BIKE ROUTE.

BENEFITS

- LOW COST/MAINTENANCE
- OPTIMIZE EXISTING INFRASTRUCTURE
- CAN HELP CYCLISTS TO FIND LOCAL ROUTES AND PATHS
- HELPS DIRECT CYCLISTS AWAY FROM BUSY ROADS

CHALLENGES

- VERY LITTLE PROTECTION
- MAY NOT ALERT DRIVERS

APPROX. SPACE REQUIRED
- 0'



2

SHARED LANE MARKINGS

DESCRIPTION
TRAVEL LANES CAN INCLUDE MARKINGS INDICATING THAT CYCLISTS ARE ALLOWED TO USE THE FULL LANE.

BENEFITS

- LOW COST AND MAINTENANCE
- SHOWN TO INCREASE PASSING CLEARANCE BY CARS

CHALLENGES

- MAY REQUIRE LOWER SPEEDS
- DOES NOT PROVIDE SEPARATE SPACE THAT CYCLISTS PREFER

APPROX. SPACE REQUIRED
- 0'



3

BIKE LANE

DESCRIPTION
BIKE LANES ARE A SEPARATE SPACE WITHIN THE ROADWAY MARKED FOR PREFERRED USE BY BICYCLISTS.

BENEFITS

- LOW MAINTENANCE
- CLEARLY PROMOTES OPERATION OF MOTOR VEHICLES AND BIKES ACCORDING TO UNDERSTOOD RULES OF THE ROAD

CHALLENGES

- DEBRIS CAN COLLECT IN THE LANE
- DOES NOT PROVIDE PHYSICAL BARRIERS FROM MOTOR VEHICLES THAT CYCLISTS MAY PREFER

APPROX. SPACE REQUIRED
- 4' - 7'



4

CYCLE TRACK

DESCRIPTION
BIKE LANES CAN BE BUFFERED FROM TRAFFIC WITH THE USE OF STRIPING AND/OR PHYSICAL BARRIERS.

BENEFITS

- ADDED SEPARATION
- CLEARLY DEFINES THE BICYCLE AREA

CHALLENGES

- MODERATE MAINTENANCE
- REQUIRES WIDER LANES
- INCREASED SEPARATION CAN POSE CHALLENGES TO VISIBILITY BETWEEN TRAIL USERS AND MOTORISTS IN ADVANCE OF DRIVEWAYS AND OTHER CONFLICT POINTS

APPROX. SPACE REQUIRED
- 10' - 15'



5

SIDE PATH

DESCRIPTION
TRAILS MAY BE PLACED IN A PARALLEL CONFIGURATION TO THE TRAVEL LANES.

BENEFITS

- EASY TO NAVIGATE
- PROVIDES MORE SEPARATION

CHALLENGES

- REQUIRES A WIDE RIGHT-OF-WAY
- INCREASED SEPARATION CAN POSE CHALLENGES TO VISIBILITY BETWEEN TRAIL USERS AND MOTORISTS IN ADVANCE OF DRIVEWAYS AND OTHER CONFLICT POINTS

APPROX. SPACE REQUIRED
- 10' - 15'



6

SEPARATED TRAIL

DESCRIPTION
SEPARATED TRAILS ALLOW CYCLISTS TO MOVE AWAY FROM ROADS AND ALONG NEW PATHS.

BENEFITS

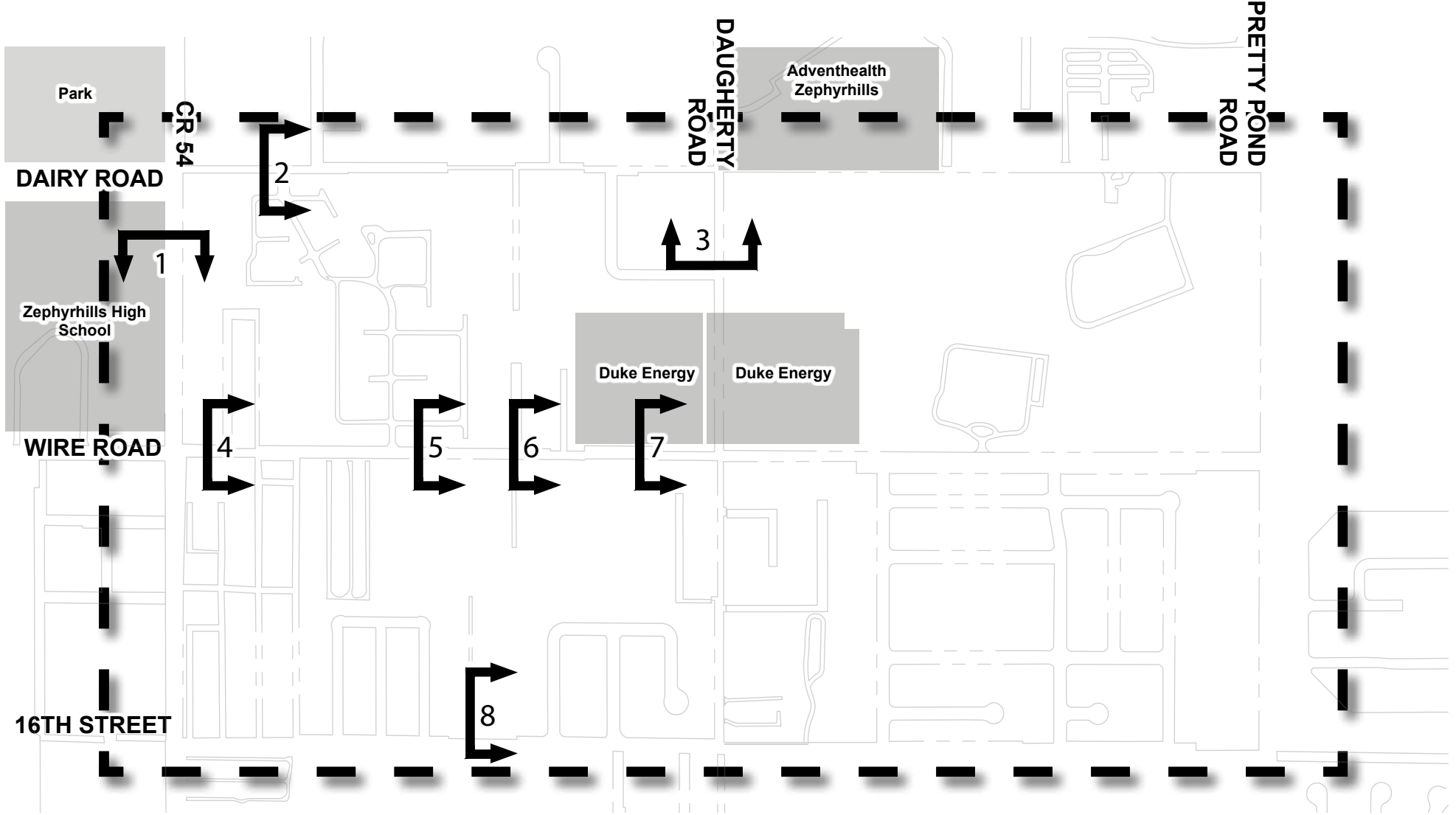
- FEWER CONFLICTS
- EASIER ACCESS TO AMENITIES
- MAXIMUM SEPARATION FROM MOTOR VEHICLES IS POPULAR AMONG BROAD USERS, INCLUDING FAMILIES

CHALLENGES

- HIGHER COST AND MAINTENANCE
- REQUIRES MORE PROPERTY
- CONFLICTS WITH MOTOR VEHICLES ARE STILL PRESENT AT ROADWAY CROSSINGS, AND MUST BE CAREFULLY MANAGED

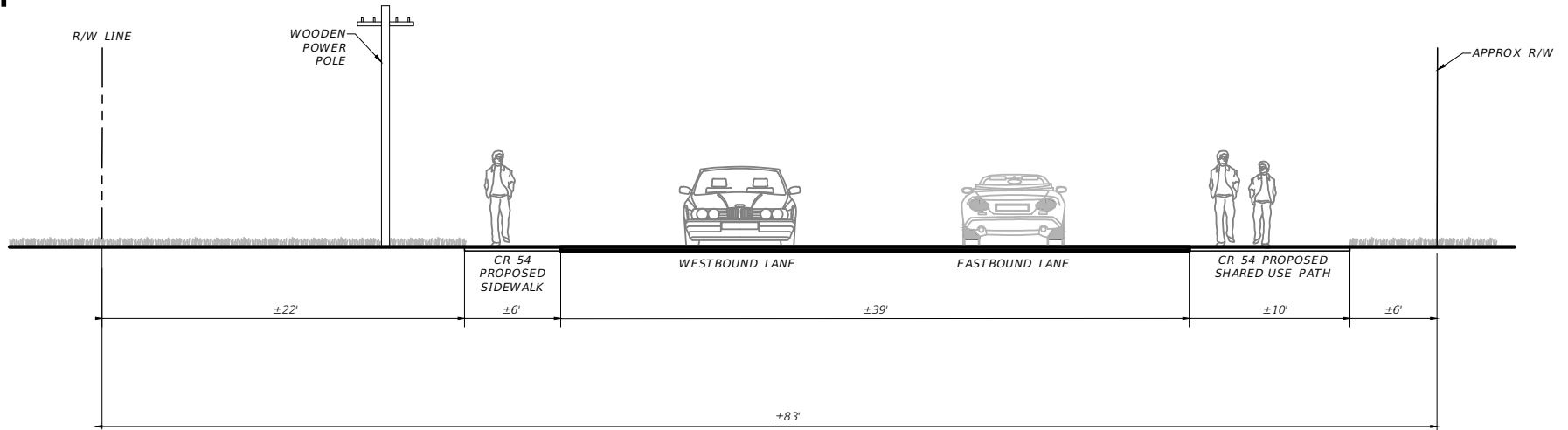
APPROX. SPACE REQUIRED
- 15' - 20'

EXISTING RIGHT OF WAY



EXISTING RIGHT OF WAY SECTIONS

1

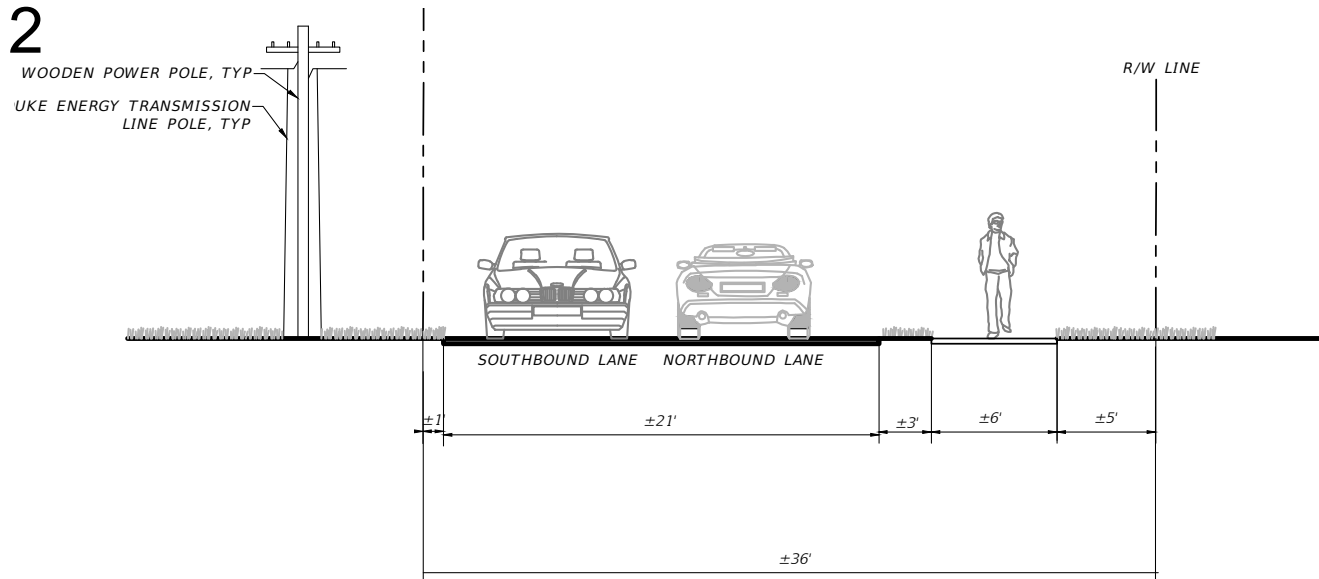


Looking east along CR 54, east of Dairy Road (with new CR 54 design)



EXISTING RIGHT OF WAY SECTIONS

2

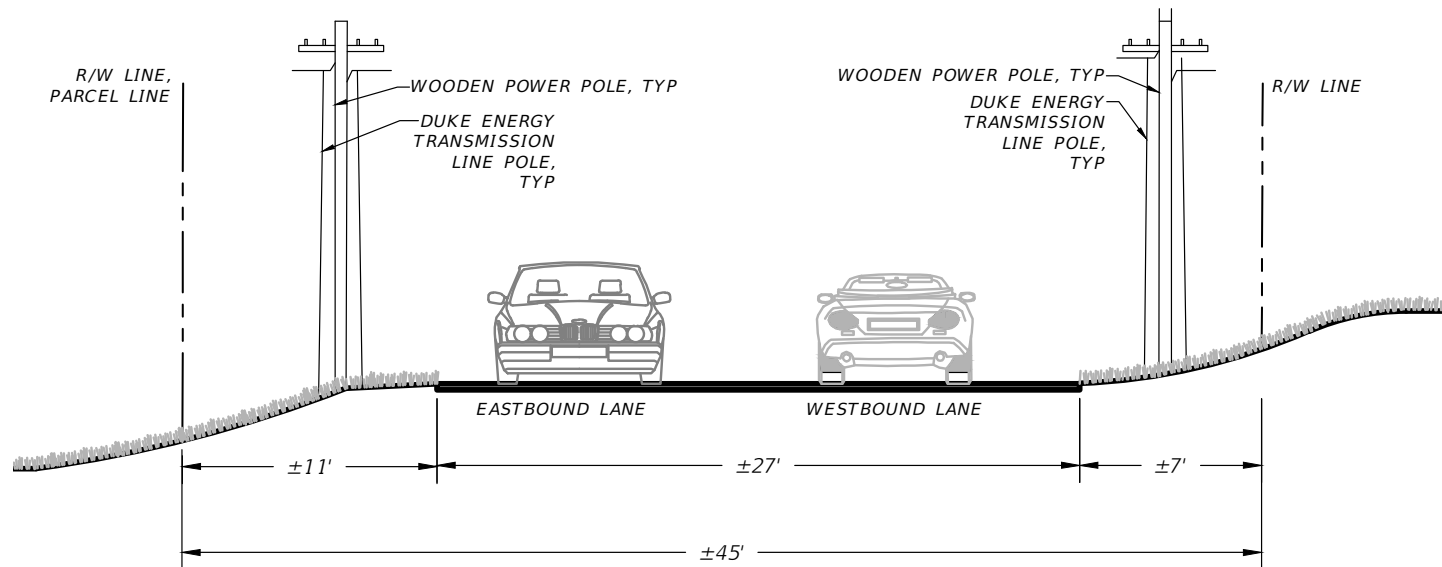


Looking north along Dairy Road, north of CR 54



EXISTING RIGHT OF WAY SECTIONS

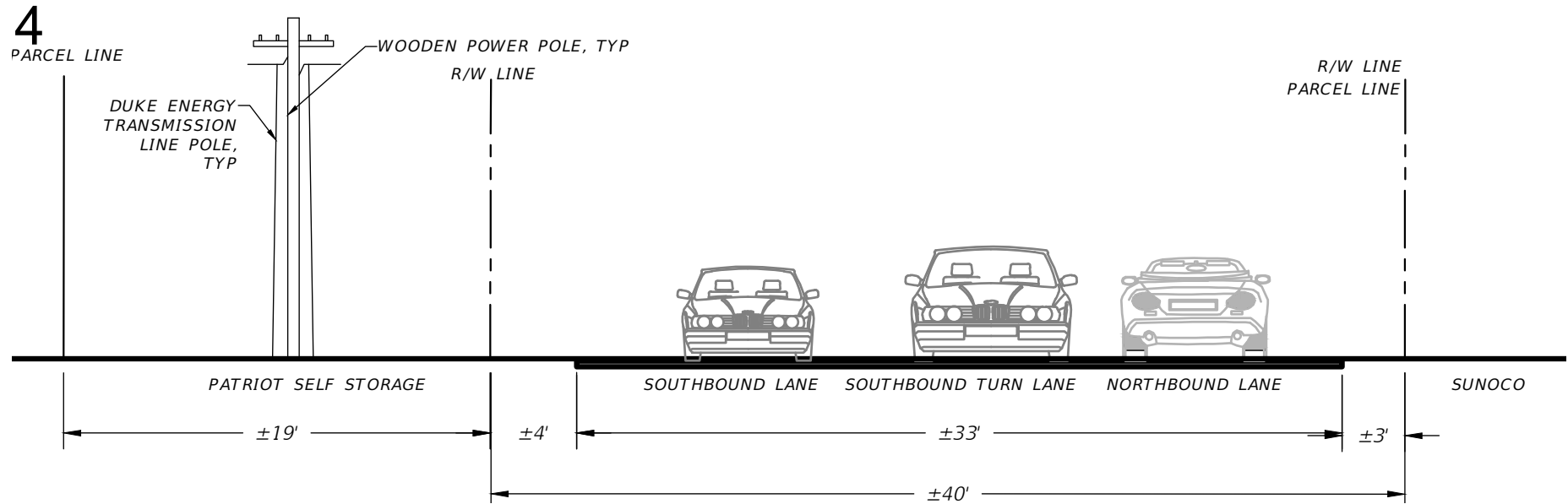
3



Looking west along Daughtery Road



EXISTING RIGHT OF WAY SECTIONS

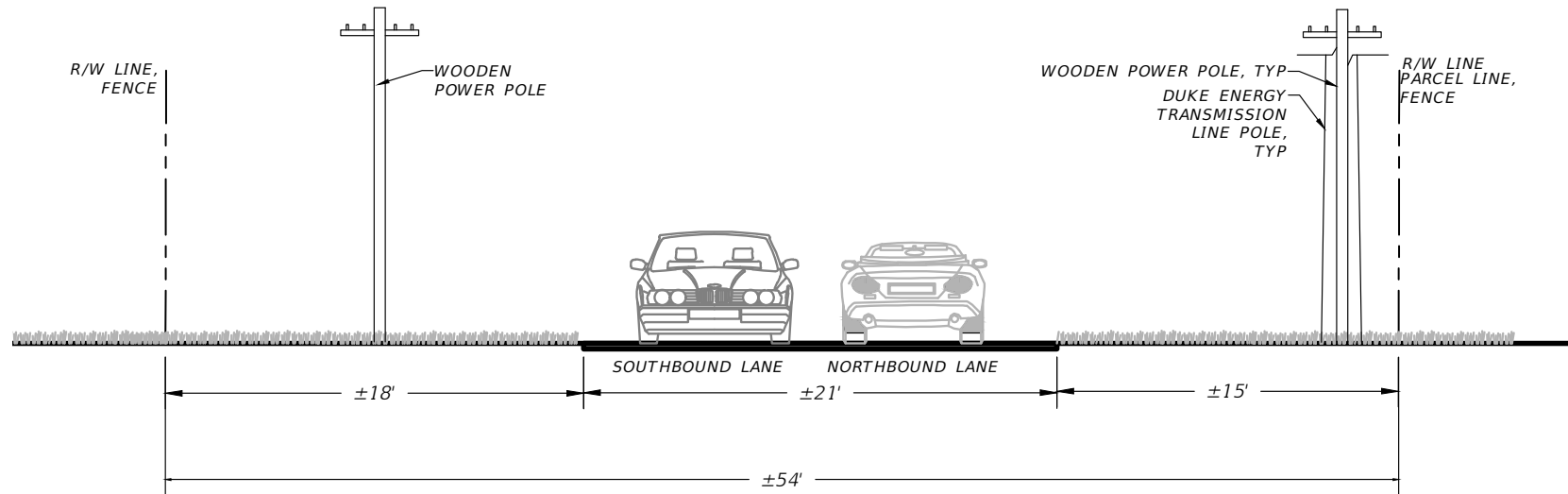


Looking north along Wire Road, north of CR 54 (with new CR 54 design)



EXISTING RIGHT OF WAY SECTIONS

5

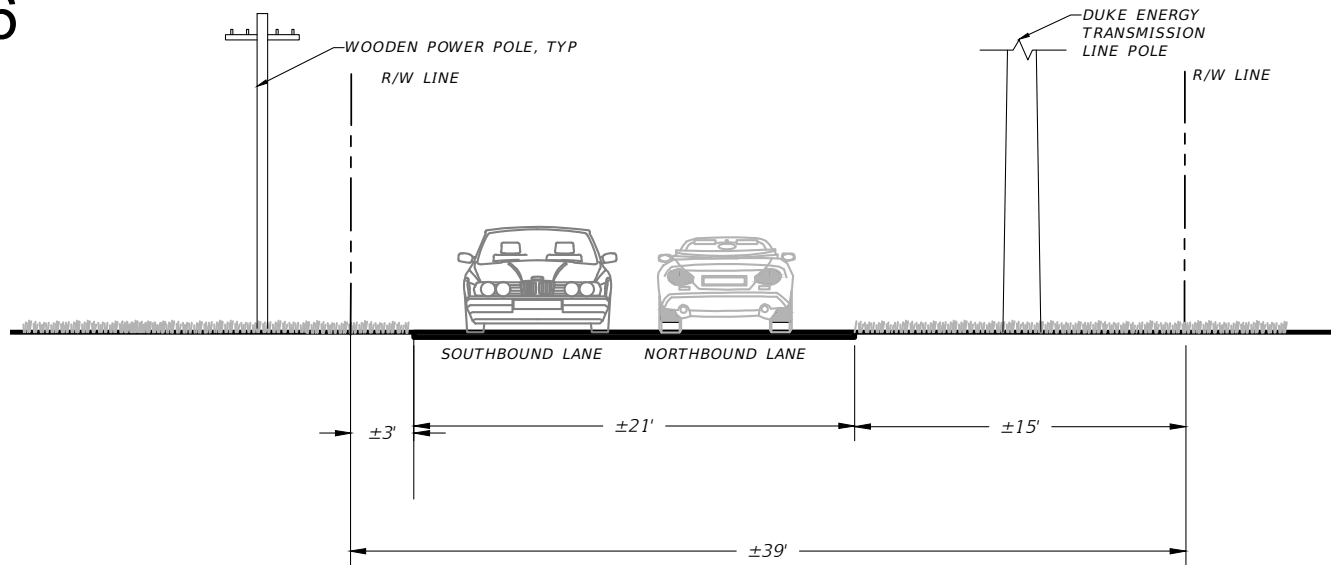


Looking north along Wire Road, north of CR 54



EXISTING RIGHT OF WAY SECTIONS

6

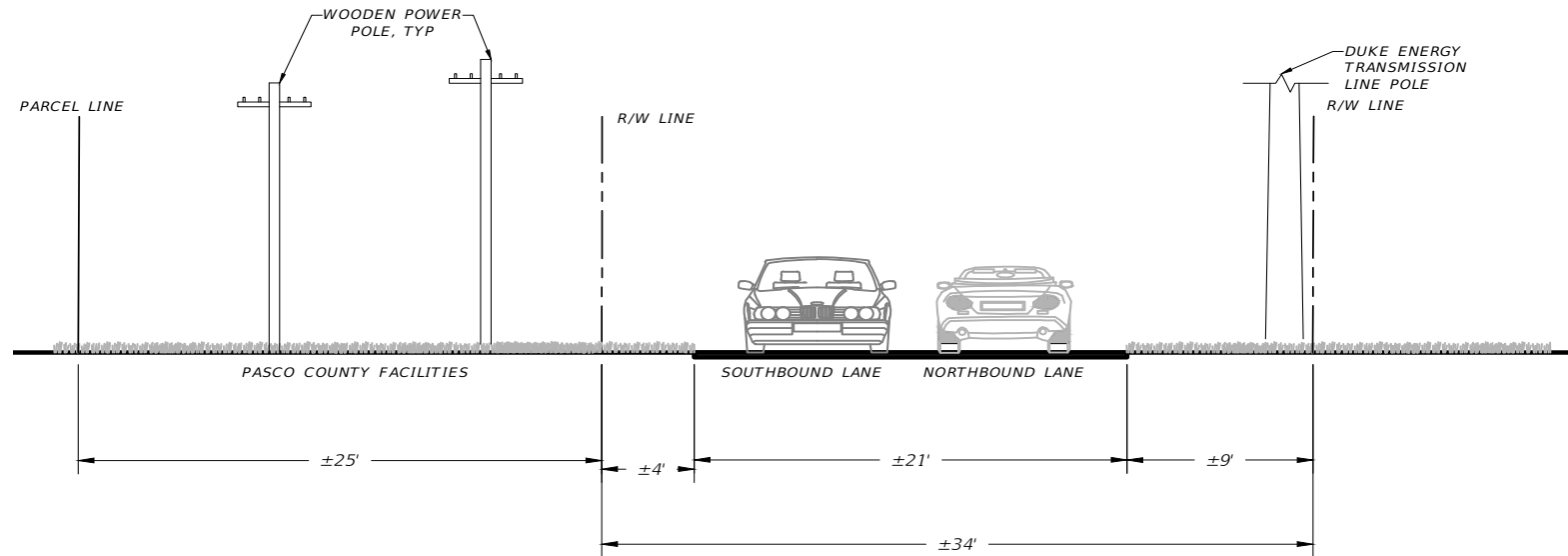


Looking north along Wire Road, just south of Venus Ave



EXISTING RIGHT OF WAY SECTIONS

7

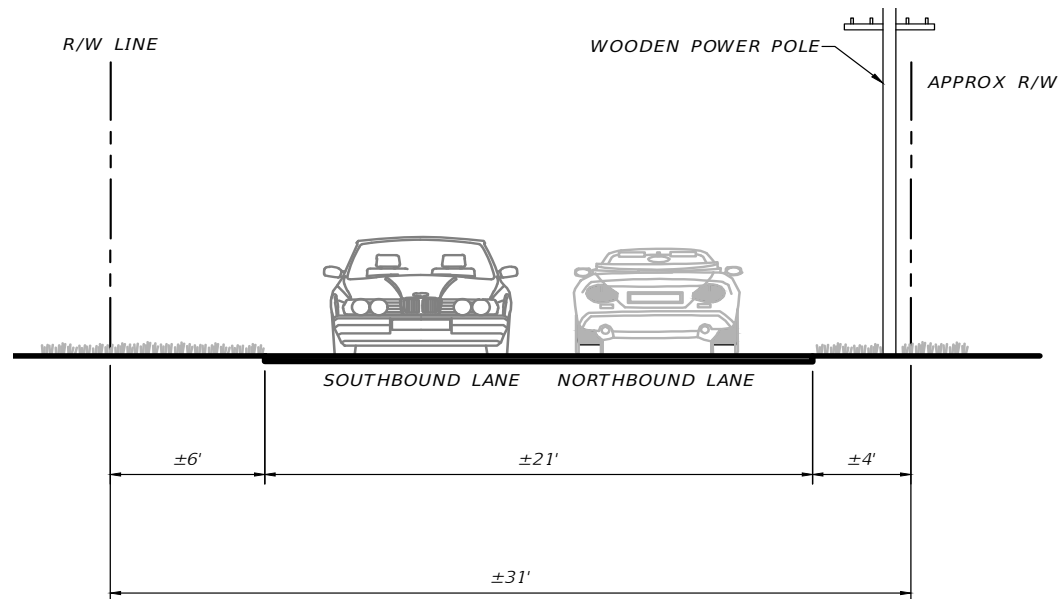


Looking north along Wire Road, south of Daughtery Road



EXISTING RIGHT OF WAY SECTIONS

8



Looking north along 16th Street, south of Daughtery Road



EVALUATION CRITERIA FACTORS

Experience:

- Community support
- Trail separate from roadway
- Able to accommodate 10' trail
- Cultural/Civic value
- Scenic/Naturalistic value
- Commercial access
- Level of traffic stress (LTS)
- Overall quality of experience

Safety:

- Roadway functional classification
- Proximity to roadway
- Visibility (eyes on the trail/Crime Prevention Through Environmental Design)
- Presence of obstructions/Visibility between roadway and trail
- Number and types of crossings

Cost:

- Utilizes existing right-of-way or public lands
- Utilizes existing/proposed bike/ped facilities
- Barrier walls/Guardrails not required
- Fencing not required
- Minimal drainage improvements or impacts to existing structures
- Minimal traffic control measures required (Traffic signals, RRFB, HAWK, etc.)
- Minimizes trail on structure

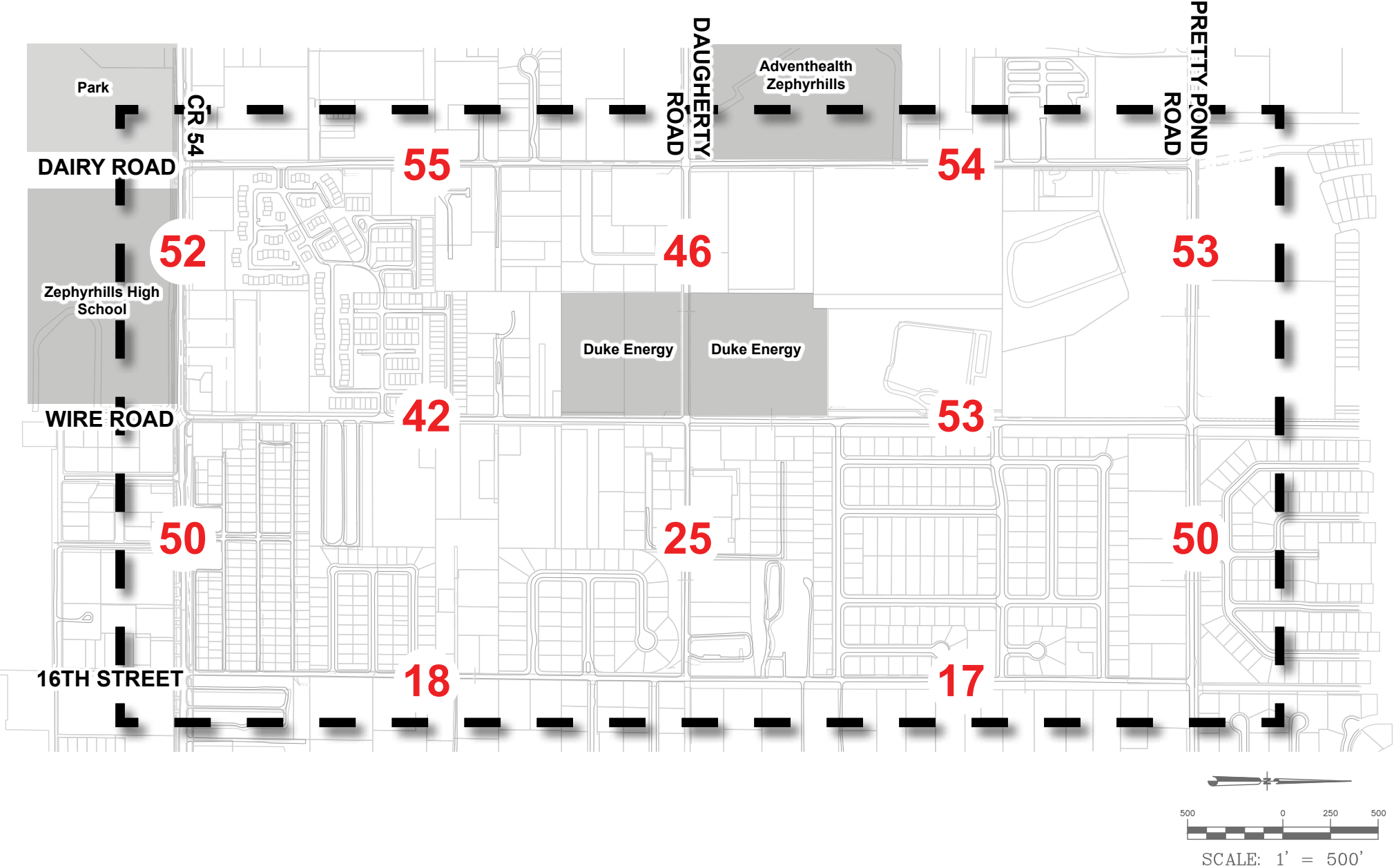
Environment:

- Impacts to existing habitats
- Trail avoids known contamination sites
- Impacts to existing vegetation
- Impacts to existing wetlands

Connectivity:

- Minimizes use of non-public land
- Connection to parks
- Connection to neighborhoods
- Connection to public transit
- Connection to points of interest (commercial, restrooms, refreshments, etc.)
- Connection to other existing/proposed bicycle/pedestrian facilities
- Connection to schools

SEGMENT RATINGS



NEXT STEPS

- City of Zephyrhills to determine desired bicycle and pedestrian connections
- Seek input from public on connections
- Finalize connections
- Identify funding

A photograph of a utility site. In the foreground, a person wearing a brown jacket, a green safety vest, and a black cap is riding a bicycle on a concrete path. They are holding a clipboard. In the background, another person in a red jacket and a cap stands on a grassy area. The scene includes large concrete utility poles, power lines, and trees under a clear blue sky.

QUESTIONS?

FEBRUARY
2022

THANK YOU

EVALUATION CRITERIA MATRIX

		Dairy Rd., from CR 54 to Daugherty Rd.	Dairy Rd., from Daugherty Rd. to Pretty Pond Rd.	Wire Rd., from CR 54 to Daugherty Rd.	Wire Rd., from Daugherty Rd. to Pretty Pond Rd.	16th St., from CR 54 to Daugherty Rd.	16th St., from Daugherty Rd. to Pretty Pond Rd.	CR 54, from Dairy Rd. to Wire Rd.	CR 54, from Wire Rd. to 16th St.	Daugherty Rd., from Dairy Rd. to Wire Rd.	Daugherty Rd., from Wire Rd. to 16th St.	Pretty Pond Rd., from Dairy Rd. to Wire Rd.	Pretty Pond Rd., from Wire Rd. to 16th St.	NOTES: DESCRIPTION OF RATING SYSTEM
EXPERIENCE	Trail separate from roadway	2	2	2	2	0	0	2	2	2	0	2	2	More separation from road = higher benefit
	Able to accommodate 10' shared-use path	1	1	0	2	0	0	0	0	2	0	0	0	Higher percentage of trail that is able to be 10' wide = higher benefit
	Cultural/Civic value	2	2	2	2	0	0	2	2	2	1	2	2	Higher cultural/civic value = higher benefit
	Scenic/Naturalistic value	0	0	0	0	2	2	0	0	1	2	1	1	Higher scenic/naturalistic value = higher benefit
	Commercial access	2	2	2	1	0	0	2	2	2	0	2	1	More access to commercial resources = higher benefit
	Overall quality of experience	2	2	1	2	0	0	1	1	1	1	2	2	Higher quality of experience = higher benefit
SAFETY	Roadway functional classification	1	1	1	1	0	0	2	2	1	1	1	1	Arterial = lower benefit, collector = medium benefit, local = higher benefit
	Proximity to roadway	1	2	1	2	0	0	1	1	0	0	1	1	More separation from road = higher benefit
	Visibility (eyes on the trail/Crime Prevention Through Environmental Design)	2	2	1	1	0	0	2	2	1	0	1	1	The less secluded the trail is = higher benefit
	Presence of obstructions/Visibility between roadway and trail	2	2	1	2	2	2	2	2	2	2	2	2	Less obstructions blocking motorists views of the trail = higher benefit
	Roadway crossings (any type of crossing)	2	2	2	2	0	0	1	2	2	2	2	2	The fewer times the trail crosses a roadway = higher benefit
	Mid-block crossings	2	2	2	2	2	2	1	2	2	2	2	2	Lower percentage of roadway crossings mid-block = higher benefit
	Driveway crossings	1	0	1	2	1	1	1	1	2	1	2	2	Fewer driveway crossings = higher benefit
	Signalized intersection crossings	0	0	1	0	0	0	1	0	0	0	0	0	Higher percentage of roadway crossings that occur at signalized intersections = higher benefit
ENVIRONMENT	Impacts to existing habitats	2	2	1	2	0	0	1	1	1	0	2	2	Lower percentage of trail disturbing habitat = higher benefit
	Trail avoids known contamination sites	2	2	0	2	2	2	2	2	2	2	2	2	The fewer contamination sites encountered by the trail = higher benefit
	Impacts to existing vegetation	2	2	0	2	0	0	2	2	1	0	2	2	Less vegetation impacted by trail = higher benefit
	Impacts to existing wetlands	2	2	2	2	2	2	2	2	2	2	2	2	Fewer wetlands impacted by trail = higher benefit
CONNECTIVITY	Minimizes use of non-public land	2	2	1	2	0	0	2	2	1	0	2	2	Less use of private property = higher benefit
	Connection to parks	2	1	2	1	0	0	2	2	1	0	1	1	Proximity/connections to more parks = higher benefit
	Connection to neighborhoods	1	2	2	2	2	2	2	2	2	2	2	2	Proximity/connections to more neighborhoods = higher benefit
	Connection to public transit	2	2	1	1	0	0	2	1	2	1	2	1	Proximity/connections to more public transit stops = higher benefit
	Connection to points of interest (commercial, restrooms, refreshments, etc.)	2	2	2	1	0	0	2	2	1	0	2	1	Proximity/connections to more POIs = higher benefit
	Connection to other bicycle/pedestrian facilities	2	2	2	2	0	0	2	2	2	0	2	2	Proximity/connections to more existing infrastructure = higher benefit
	Connection to schools	2	1	2	1	1	0	2	2	1	0	0	0	Proximity/connections to more schools = higher benefit
COST	Utilizes existing right-of-way or public lands	2	2	1	2	0	0	2	0	1	0	2	2	Less use of private property = higher benefit
	Utilizes existing bike/ped facilities	2	2	2	2	0	0	2	2	1	0	2	2	Higher percentage of trail that can utilize existing infrastructure = higher benefit
	Barrier walls/Guardrails not required	2	2	2	2	2	2	2	2	2	2	2	2	Less need for barrier walls/guardrails = higher benefit
	Fencing not required	2	2	2	2	2	2	2	2	2	2	2	2	Less need for fencing = higher benefit
	Minimal drainage improvements or impacts to existing structures	2	2	1	2	0	0	2	2	2	2	2	2	Less need for drainage improvements/modifications = higher benefit
	Minimal traffic control measures required (Traffic signals, RRFB, HAWK, etc.)	2	2	1	2	0	0	1	1	1	0	2	2	Less need for traffic control measures = higher benefit
	Minimizes trail on structure	2	2	1	2	0	0	2	2	1	0	2	2	Lower percentage of trail constructed on structure = higher benefit
TOTAL VALUE		55	54	42	53	18	17	52	50	46	25	53	50	Higher number is more suitable for a trail

BUSINESS ITEMS/PLANNING DIRECTOR'S REPORT 2.2

Workshop with City Council & Planning Commission

Issue:

The Planning Department is requesting a Public Workshop on March 7, 2022 at 6:00 P.M. with City Council and the Planning Commission to discuss growth patterns / City services / transportation.

Background:

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Informational purposes only.

CITY MANAGER 3.1

Award Bid No. 11-22-01 and Jennifer Lane Construction Agreement 25-22-02 to Kamminga & Roodvoets

Issue:

Approval on the selection of the contractor for the Bid 11-22-01, Jennifer Lane Improvements

Background:

On January 21, 2022, the City distributed Bid 11-22-01 for the improvements of Jennifer Lane. The solicitation was distributed online through BidNet Direct which had sixteen (16) contractors download the bid package. On February 11, 2022, the City received three (3) solicitation responses:

Bidders	Base Amount	10% Contingency	Total
AJ General Construction Serv	\$272,946.59	\$27,294.66	\$300,241.25
BRW Contracting	\$155,515.00	\$15,551.50	\$171,066.50
Kamminga & Roodvoets	\$148,852.00	\$14,885.20	\$163,737.20

The City's purchasing department reviewed the response to see if they were responsible and responsive. The Public Works Director reviewed the responses based on their technical specifications, background, references and the bid detailed pricing lines. Their recommendation is attached. All references were very positive and do not contain any information which raises questions.

Attachment(s):

1. Agreement-Jennifer Lane Improvements.docx

Fiscal Impact:

Fiscal Year 2021-22

Note: The original funding / construction estimate was \$120,000, due to construction price escalation, \$43,737.20 will be subsidized to the project funding using Transportation Impact Fee (TIF) Contingency funds.

Staff Recommendation:

After careful review by the City and the Director of Public Works, it is our recommendation for the award be made to Kamminga & Roodvoets in the amount of \$163,737.20 which includes

contingency by our City Council based on their responsiveness, reviews and references.

CITY OF ZEPHYRHILLS

Jennifer Lane Improvements

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into this **th** day of **February, 2022** by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **KAMMINGA & ROODVOETS**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 5219 Cone Road, Tampa, Florida 33610 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

ARTICLE 1 – RECITALS

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

ARTICLE 2 – CONTRACT DOCUMENTS

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

2.1.1 Bid 11-22-01, Jennifer Lane Improvements “**Exhibit A**”.

2.1.2 Contractor’s response to Item 2.1.1, attached hereto as “**Exhibit B**”.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be up to a maximum of **One Hundred Twenty Days (120)** calendar days from Notice to Proceed. During the pre-project meeting the awardee will provide the Owner the number of weeks which will take for the equipment to be delivered. Once delivered a Notice to Proceed will be issued which will start the 120 calendar days.

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

ARTICLE 4 – COMPENSATION

4.1 Contract is awarded to a maximum of **\$163,737.20**. Compensation for services shall be as per outlined in Contractor's response, attached as Exhibit B. The City will be processing payments via ACH/EFT. (See Forms)

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

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

ARTICLE 6 – CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination.

The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

Mr. Marcus B. Tidey, Jr.
Kamminga & Roodvoets
5219 Cone Road
Tampa, Florida 33610

To CITY:

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

And,

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

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

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

ARTICLE 11 – PUBLIC RECORDS

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

ARTICLE 12 – INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation

to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

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

ARTICLE 13 – INSURANCE

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

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

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

ARTICLE 14 – FORCE MAJEURE

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

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

ARTICLE 15 – CHANGE ORDERS

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

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

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

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

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

ARTICLE 16 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

CITY OF ZEPHYRHILLS

Witness

W. Alan Knight, Council President

Witness

Attest: _____
Lori L. Hillman, City Clerk

Signed, Sealed and Delivered
In the presence of:

KAMMINGA & ROODVOETS

Witness

By: _____
Marcus B. Tidey Jr.-Vice President

Witness