



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, March 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 – W. Alan Knight
Pledge of Allegiance – Council President W. Alan Knight

1. MAYOR

1.1 Water Conservation Proclamation

1. Water Conservation Proclamation

1.2 Presentation of Plant Operations Excellence Award

1. OpAward 3-22

1.3 Tartan Day Proclamation

1. Tartan Proclamation

2. CONSENT ITEMS

2.1 Amendment No. 1 Nieman Electric Motor Co. Agreement No. 41-22-06

1. Nieman Electric Amendment No. 1

2. 41-22-06 Neiman Electric

2.2 Amendment No. 1 Ferguson Enterprises, Inc. Piggyback Agreement No. 41-21-23

1. Ferguson Enterprises Amendment No. 1

2. 41-21-23 Ferguson Enterprises, Inc. - First of two 1 year renewal options
- 2.3 Infotect Design Solutions Inc. Agreement No. 41-22-12 Piggyback with Tampa-Hillsborough County Expressway Authority for General Information Technology Network Support Services
 1. Infotect Agreement 3-28-2022
 2. 2022-03 Infotect Consent to Piggyback off THEA Agreement
- 2.4 Approval of B.R.W. Contracting, Inc. Change Order No. 1 for Reclaimed Water Pipeline Extension - Phase I
 1. 2022.03.23_PE_Change Order 01

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 First Reading **RESOLUTION NO. 790-22 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE R4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 03-26-21-0010-02000-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Resolution No. 790-22 on the First Reading
 1. Resolution 790-22 Conditional Use Nick Apartments
 2. USE-0005-21_Nick Apts Staff Report
 3. Nick Apartments_Location Map (3)
 4. Nick Apartments Civil Layout (1)
 5. 22001- Aerial Rendering 1 (2)
 6. 22001- Aerial Rendering 2 (1)
 7. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height (1)
- 3.2 First Reading **RESOLUTION NO. 791-22 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE R4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 35-25-21-0010-04400-0000; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Resolution No. 791-22 on the First Reading
 1. Resolution 791-22 Conditional Use Pretty Pond Apartments
 2. USE-0006-21_Pretty Pond Apartments

3. Pretty Pond_Location Map (2)
4. Concept - Pretty Pond Apartments - Bldg Setbacks
5. Conceptual View from the N
6. Conceptual View from the S
7. Conceptual View from the E
8. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height (2)

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

4.1 March 7, 2022 Council / Planning Commission Workshop Minutes

1. PC-CCMinutes_03.07.2022Workshop

4.2 Proclamation Mary Cypert

1. Mary Cypert Proclamation

**4.3 Provide Reconfiguration Flight Inspection of the PAPI on Runway 01 through
Department of Transportation Federal Aviation Administration Agreement 41-22-13**

1. 41-22-13 DOT FAA - Reconfiguration Flight Inspection of the PAPI on Runway 01

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.**



PROCLAMATION

City of Zephyrhills, Pasco County, Florida

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

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

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

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

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

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

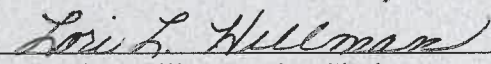
NOW, THEREFORE, I, Gene Whitfield, on this 28th day of March, 2022, by virtue of the authority vested in me as Mayor of the City of Zephyrhills and on behalf of the City of Zephyrhills City Council, do hereby proclaim the month of April 2022 as

WATER CONSERVATION MONTH

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



By: 
Gene Whitfield, Mayor

Attest: 
Lori L. Hillman, City Clerk



2021 PLANT OPERATIONS EXCELLENCE AWARD

In furtherance of the Florida Department of Environmental Protection's goal of ensuring safe drinking water for all people in Florida, this certificate is hereby awarded to

City of Zephyrhills

In recognition of outstanding operation through dedicated professionalism.
Awarded at the 2022 Focus on Change seminar series event held in Haines City, Florida.

Presented this 16th Day of March 2022

Michael Lynch, Director, Division of Water Resource Management



PROCLAMATION

WHEREAS, Woodrow Wilson said of the Scots, "Every line of strength in American history is a line colored with Scottish blood"; and

WHEREAS, the contribution of the immigrant Scots upon North America is massive and these people have remained proud of their heritage; and

WHEREAS, on March 20, 1998 Senate Proclamation 155 (S. Res.155), proposed by US Senate Republican Majority Leader Trent Lott, was passed unanimously and ratified by the US House in 2005; and

WHEREAS, April 6 has a special significance for all Americans, and especially those Americans of Scottish descent, because the Declaration of Arbroath, the Scottish Declaration of Independence, was signed on April 6, 1320 and the American Declaration of Independence was modeled on that inspirational document; and

WHEREAS, this proclamation honors the major role that Scottish Americans played in the founding of this Nation, such as the fact that almost half of the signers of the Declaration of Independence were of Scottish descent, the Governors in 9 of the original 13 States were of Scottish ancestry, Scottish Americans successfully helped shape this country in its formative years and guided this Nation through its most troubled times; and

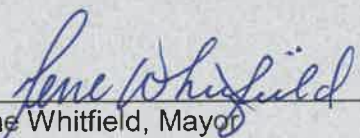
WHEREAS, this proclamation recognizes the monumental achievements and invaluable contributions made by Scottish Americans that have led to America's preeminence in the fields of science, technology, medicine, government, politics, economics, architecture, literature, media, and visual and performing arts; and

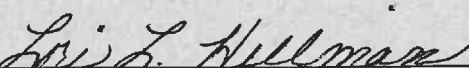
WHEREAS, this proclamation commends the more than 200 organizations throughout the United States that honor Scottish heritage, tradition, and culture, representing the hundreds of thousands of Americans of Scottish descent, residing in every State, who already have made the observance of Tartan Day on April 6 a success; and

WHEREAS, these numerous individuals, clans, societies, clubs, and fraternal organizations do not let the great contributions of the Scottish people go unnoticed.

NOW, THEREFORE, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Pasco County, Florida proclaim April 6, 2022 **"TARTAN DAY"** in the City of Zephyrhills. Dated this 28th day of March, 2022.




Gene Whitfield, Mayor


Attest: Lori L. Hillman, City Clerk

CONSENT ITEMS 2.1

Amendment No. 1 Nieman Electric Motor Co. Agreement No. 41-22-06

Issue:

Increase annual expenditures from +/- \$30,000 to approximately \$100,000

Background:

The original sole source agreement was approved for \$30,000 but due to increased maintenance and pump costs needs to be changed to approximately \$100,000.

Attachment(s):

1. Nieman Electric Amendment No. 1
2. 41-22-06 Neiman Electric

Fiscal Impact:

Increase annual expenditures from +/- \$30,000 to approximately \$100,000.

Staff Recommendation:

It is the recommendation of staff to have the Council President sign Amendment #1.

AMENDMENT NO. 1
NEIMAN ELECTRIC MOTOR CO. 41-22-06
TSURUMI PUMP PURCHASING AND SERVICING

The City of Zephyrhills is hereby issuing Amendment 1 to Contract 41-22-06 which was entered with Neiman Electric Motor Company, 3945 American Plaza Blvd, Land O Lakes, Florida 34639 on January 10, 2022. This contract was generated from a sole source posting for the purchase and servicing of Tsurumi Pumps.

Whereas the agreement is hereby amended to incorporate the below changes:

1. “Exhibit A” of the agreement shall be changed from “**Estimated Expense: \$30,000 +/- yearly**” to “**Estimated Expense: Approximately \$100,000 annually**”.

The undersigned agree that the terms of this amendment are made effective as of the date shown below.

City of Zephyrhills

_____ W. Alan Knight, Council President	<u>March 28, 2022</u> Date
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ATTEST

_____ Lori L. Hillman, City Clerk	<u>March 28, 2022</u> Date
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CITY OF ZEPHYRHILLS

Tsurumi Pump Purchasing and Servicing

THIS PROFESSIONAL SERVICES AND PURCHASING AGREEMENT ("Agreement") is made and entered into this 10th day of January, 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 **NEIMAN ELECTRIC MOTIOR Co.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at 3945 American Plaza Blvd., Land O Lakes, Florida 34639 ("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 Single/Sole Source "Exhibit A";

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be five (5) years from agreement execution with annual automatic renewals. This agreement can be cancelled given ninety (90) day notification by either party.

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 Exhibit B--As the Sole Source provider of Tsurumi Pumps to the City of Zephyrhills the following provision of pricing will prevail:

- We will continue to charge the City of Zephyrhills the wholesale list price for the pumps from the manufacturer and will be able to continue to do that as well.

- Each physical year of this agreement the City will be sent a current pump price list for that year. The 2022 price list won't be available until the middle of January 2022 which we will forward to the City. Repair parts will be cost plus 20%; Labor is \$90.00 per hour. The City would prefer payment made via ACH/EFT.

4.2 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., pump replacement 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.

ARTICIAL 6 – CITY’S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time after the initial period with or without cause, upon ninety (90) 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:

Nieman Electric Motor Company
3945 American Plaza Blvd.
Land O Lakes, FL 34639

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/Vendor 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/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor 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/Vendor 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/Vendor 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.

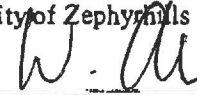
16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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

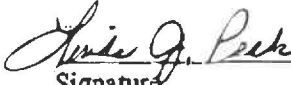
Contractor Legal Representative


Signature
Date 12/30/2021
Keith F. Nigro
Print Name

City of Zephyrhills


Council President
W. Alan Knight
Date 1-10-2022

WITNESS


Signature
Date 12/30/2021

ATTEST:


Lori L. Hillman
City Clerk
Date 1-10-2022

EXHIBIT A

SOLE SOURCE PROPOSAL

The below materials is being brought to the City of Zephyrhills as a "Single Source" commodity. If your company is an authorized supplier for the State of Florida, please email the Purchasing department at zhpurchasing1@ci.zephyrhills.fl.us.

If the City of Zephyrhills does not receive any contact before the deadline, we will consider this to be a single source commodity and proceed accordingly.

Date Posted: 9-17-2021

Deadline: 9-24-2021

Commodity: Tsurumi Pump which is a chopper pump in our lift station that grinds up debris. This pump is part of our lift station rehabilitation project. It has been tested in our system and has performed very well reducing breakdowns and repair. Nieman Electric is an authorized municipal distributor for Tsurumi Pump America Inc.

Intended Source: Nieman Electric Motor Company, authorized municipal distributor for Tsurumi Pump America Inc.

Quantity or Term: 2 years

Estimated Expense: \$30,000 + / - yearly

Please provide:

Company Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Commodity Information: _____

Documents can be supplied for review. If it is determined to be a viable option for our use then we will pursue our bid procedures. Thank you.

Email: kmiller@ci.zephyrhills.fl.us

From: William Poe
To: John Bostic
Cc: Karen Miller
Subject: RE: Sole source
Date: Tuesday, October 19, 2021 1:02:10 PM
Attachments: image001.png

I approve the sole source companies below based on purchasing policies.

Billy

William C. Poe, Jr.

City Manager

wpoe@ci.zephyrhills.fl.us

City of Zephyrhills

5335 8th Street, Zephyrhills, FL 33542

PH: (813)780-0011

FAX: (813)780-0005

www.ci.zephyrhills.fl.us

City of Pure Water

From: John Bostic <JBostic@ci.zephyrhills.fl.us>

Sent: Tuesday, October 19, 2021 8:03 AM

To: William Poe <WPoe@ci.zephyrhills.fl.us>

Cc: Karen Miller <kmiller@ci.zephyrhills.fl.us>

Subject: Sole source

Billy,

Per proper purchasing policies, I am requesting your approval to accept the sole source companies below. These were advertised as required on a publicly available website, Bid Net.

Start AD	End AD	Company	Bid Net #	Annual \$\$	Description
9/17/2021	9/24/2021	Parkson-Mack Co	SS-21-09	15,000	Parkson-AquaGuard/DynaSand Filters
9/17/2021	9/24/2021	Nieman Electric Motor	SS-21-08	30,000	Tsurumi Pump Maint./repair
9/17/2021	9/24/2021	Komline-Sanderson	SS-21-07	10,000	Parts, Materials/Maint.-Sludge Filter Press
9/17/2021	9/24/2021	Hach	SS-21-04	10,000	Sales and Support - Instrumentation Products
9/17/2021	9/24/2021	ICON Technologies	SS-21-03	10,000	Yaskawa IQ Pump and VFD Parts and Sales
9/17/2021	9/24/2021	CUES	SS-21-02	10,000	Cues TV Equipment-Repair and Maintenance
9/17/2021	9/24/2021	Air Centers of FL	SS-21-01	15,000	Ingersoll Compressor Repairs

Let me know if you have any questions.

John Bostic III, Utilities Director

City of Zephyrhills

5335 8th Street

Zephyrhills, FL 33542-4312

Office - 813-780-0008

Fax - 813-780-0613

Cell - 813-778-1018

Email - jbostic@ci.zephyrhills.fl.us



PLEASE NOTE: Florida has a very broad public records law. Electronic communications regarding most City of Zephyrhills business are public records and available upon request. Your e-mail communications may therefore be subject to public disclosure. If you received this message in error, please do not read, forward, copy, etc. and delete immediately.

EXHIBIT B

As the Sole Source provider of Tsurumi Pumps to the City of Zephyrhills the following provisions of pricing will prevail:

We have been charging City of Zephyrhills the wholesale list price for the pumps from the manufacturer and we will be able to continue to do that as well.

Each physical year of this agreement we will send you a current pump price list for that particular year. We will not have the 2022 price list until the middle of January 2022 and at such time we will furnish you a copy of same.

Repair parts will be cost plus 20%

Labor is \$90.00 per hour

CONSENT ITEMS 2.2

Amendment No. 1 Ferguson Enterprises, Inc. Piggyback Agreement No. 41-21-23

Issue:

Amend piggyback agreement with Ferguson Enterprises.

Background:

In August of 2021, the City renewed a piggyback agreement between Ferguson and Volusia County for Plumbing Supplies. This renewal was signed off by the City Manager. It has come to the Department's attention that it was incorrect to do that. This amendment will remove that option for future renewals and include an approximate annual cost of \$300,000 for purchasing purposes.

Attachment(s):

1. Ferguson Enterprises Amendment No. 1
2. 41-21-23 Ferguson Enterprises, Inc. - First of two 1 year renewal options

Fiscal Impact:

There is no fiscal impact

Staff Recommendation:

It is the recommendation of the staff for the Council President to sign Amendment #1 to the Ferguson agreement.

AMENDMENT NO. 1
PIGGYBACK AGREEMENT NO. 41-21-23 BETWEEN
FERGUSON ENTERPRISES, INC. WITH VOLUSIA COUNTY
FOR PLUMBING SERVICES

The City of Zephyrhills is hereby issuing Amendment 1 to contract 41-21-23 which was entered with Ferguson Enterprises Inc, 8008 E. Sligh Avenue, Tampa, Florida 33610 on August 4, 2021. This contract is a piggyback of the original agreement which went into effect July 20, 2017 with Volusia County Florida, a political subdivision of the State of Florida for Plumbing Supplies under their Bid Number 17-B-109VB (Agreement), procured pursuant to F.S. §287.057

Whereas the agreement is hereby amended to incorporate the below changes:

Deletion: Section #5 in its entirety.

Addition: Section #6. The estimated amount of purchases shall be

Approximately \$300,000 annually.

The undersigned agree that the terms of this amendment are made effective as of the date shown below.

City of Zephyrhills

_____ W. Alan Knight, Council President	<u>March 28, 2022</u> Date
--	-------------------------------

ATTEST

_____ Lori L. Hillman, City Clerk	<u>March 28, 2022</u> Date
--------------------------------------	-------------------------------

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

WHEREAS, Ferguson Enterprises Inc. 8008 E. Sligh Ave., Tampa, Florida 33610, a Florida Corporation (Contractor) entered into an agreement effective July 20, 2017, with Volusia County Florida, a political subdivision of the State of Florida, for Plumbing Supplies, Bid Number 17-B-109VB (Agreement), procured pursuant to F. S. §287.057,

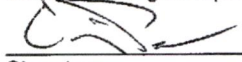
WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (City) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Contractor and Volusia County Florida for utilization of the same or similar services.

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which has been extended for the second of two (2) renewal options and expires on August 7, 2022.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK - CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET - ZEPHYRHILLS, FLORIDA 33542.**
5. The City Manager of the City of Zephyrhills may approve the continuance of this "piggyback" for the renewal terms and conditions as appropriate.

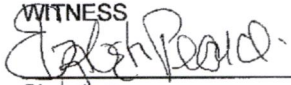
Contractor Legal Representative


Signature 8/4/21 Date

Print Name

Craig Pearce

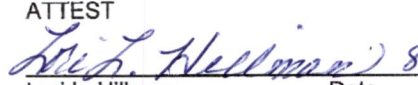
WITNESS


Signature 8/4/21 Date

City of Zephyrhills


City Manager 8/5/21 Date

ATTEST


Lori L. Hillman 8-5-2021
City Clerk Date

CONSENT ITEMS 2.3

Infotect Design Solutions Inc. Agreement No. 41-22-12 Piggyback with Tampa-Hillsborough County Expressway Authority for General Information Technology Network Support Services

Issue:

Request Council's approval to piggyback on the new Tampa Expressway Authority (THEA) agreement with Infotect Design Solutions, Inc. for General Information Technology Services. The agreement (notice to proceed) with the Expressway Authority is for 3 years (2021-2023) with two one-year extensions. We are eligible to work with Infotect through December 8th, 2024 per this agreement. Funding is from the IT professional services account.

Background:

The City of Zephyrhills has contracted with Infotect Design Solutions since 2000 on a variety of information technology services.

Attachment(s):

1. Infotect Agreement 3-28-2022
2. 2022-03 Infotect Consent to Piggyback off THEA Agreement

Fiscal Impact:

The City of Zephyrhills typically budgets \$20,000 towards professional services via Infotect Design Solutions, Inc. along with another \$20,000 in Microsoft Azure Cloud solutions, \$10000 in Office 365 user licenses, \$6000 in Webroot antivirus software & \$5000 in Watchguard firewall support quoted by Infotect Design Solutions, Inc.

Staff Recommendation:

Staff recommends approval of the Piggyback Agreement between the City of Zephyrhills and Infotect Design Solutions, Inc.

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

WHEREAS, **Infotect Design Solutions, Inc.**, a Florida Corporation (“Contractor”) entered into an agreement dated December 1, 2021, with the **Tampa-Hillsborough County Expressway Authority**, a public corporate body, for General Information Technology Network Support Services (Contract 0-01021), procured pursuant to F. S. §287.057, (the “Agreement”).

WHEREAS, the City of Zephyrhills, 5335 8th St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Tampa-Hillsborough County Expressway Authority for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement term that expires on November 30, 2024, as agreed to by the Tampa-Hillsborough County Expressway Authority and the Contractor.
4. This piggyback shall be based on the arrangements made in the Tampa-Hillsborough County Expressway Authority. Documents are:
 - a. Original Contract
5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR**

8. Indemnity. Contractor/Vendor 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/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor 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/Vendor 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.
9. Insurance. Contractor/Vendor 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.
10. Builders' Risk — 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.

INFOTECT DESIGN SOLUTIONS INC,
Authorized Representative

CITY OF ZEPHYRHILLS

Signature Date

W. Alan Knight
Council President

March 28, 2022
Date

Print Name

WITNESS

ATTEST

Signature Date

Lori Hillman
City Clerk

March 28, 2022
Date

Matthew Maggard
City Attorney

March 28, 2022
Date



Infotect Design Solutions
P.O. Box 89157
Tampa, FL 33689-0402
www.infotectdesign.com

March 7, 2022

City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542

To whom it may concern:

The purpose of this letter is to acknowledge that Infotect Design Solutions Inc., a Florida corporation, allows the City of Zephyrhills, a Florida municipal corporation, to "piggyback" onto any contract, amendments or extensions procured pursuant to F. S. 5287.057 by another governmental entity when seeking to utilize the same or similar services provided for/in the said contract.

Regards,

A handwritten signature in black ink, appearing to read "S. R. Williams", is written over a horizontal line.

Steven R. Williams
President
Infotect Design Solutions, Inc.

CONSENT ITEMS 2.4

Approval of B.R.W. Contracting, Inc. Change Order No. 1 for Reclaimed Water Pipeline Extension - Phase I

Issue:

Approval of B.R.W. Contracting, Inc. Change Order No. 1 for Reclaimed Water Pipeline Extension - Phase I.

Background:

This project began in the middle of the COVID slowdown. Manufacturers were, and still are, very limited to what they make and with the increased demand and low supply, the costs skyrocketed. This change order satisfies the increase in those costs.

Attachment(s):

1. 2022.03.23_PE_Change Order 01

Fiscal Impact:

The original budgeted amount for this project was \$1,500,000 in FY2021 with a winning bid of \$959,145.

The cost increase of \$240,913.80 is due to the dramatic increase in the price of materials.

The new contract amount is \$1,200,058.80.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the change order as presented.

CHANGE ORDER (CO) NO. 1

OWNER/CLIENT: City of Zephyrhills PROJECT NO.: 011-21-03 PROJECT MANAGER: John Bostic
 ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 26110-036-01 PROJECT MANAGER: Mike Clark
 CONTRACTOR: B.R.W. Contracting, Inc. PROJECT NO.: _____ PROJECT MANAGER: Jim Pietracatella
 PROJECT NAME: Reclaimed Water Pipeline Extension – Phase I
 DATE OF ISSUANCE: March 22, 2022 EFFECTIVE DATE: March 22, 2022

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 959,145.00

[Increase/Decrease] from previously approved
Change Orders No. N/A to No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 959,145.00**Increase** of this Change Order:\$ 240,913.80

Contract Price incorporating this Change Order:

\$ 1,200,058.80Original Contract Times: ☒ Working days ☐ Calendar daysNotice to Proceed: 08/17/2021Substantial Completion (days and date): 274 days – May 17, 2022Ready for final payment (days and date): 304 days – June 16, 2022

[Increase/Decrease] from previously approved Change Orders
No. N/A to No. N/A:

Substantial completion (days): N/AReady for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): 274 days – May 17, 2022Ready for final payment (days or date): 304 days – June 16, 2022**Increase** of this Change Order:Substantial completion (days or date): 101 daysReady for final payment (days or date): 101 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 375 days - August 26, 2022Ready for final payment (days or date): 405 days - Sept. 25, 2022**DESCRIPTION OF CHANGE**

(Attach additional sheets if required.)

Additional Contract timeMaterial Cost increase inclusive for Bid Item #5 - 12" WM material (Refer to attached Detail Cost Increase Spreadsheet)Material Cost Increase inclusive for Bid Item #6 – 8" WM material (Refer to attached Detail Cost Increase Spreadsheet)

SUBTOTAL

DEDUCT

ADD

_____ + 101 days

_____ \$ 240,632.85

_____ \$ 280.95

_____ **\$240,913.80**

Gainesville | Jacksonville | Tampa | Titusville
Sarasota | West Palm Beach | Winter Haven



ATTACHMENTS

(List documents supporting change.)

Attachment A - BRW COP#1 Detail Cost Increase Proposal & Backup documents

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: 3/23/22
Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 3/24/22

Date: _____

ATTACHMENT A

City of Zephyrhills - RCW Phase 1 Detail of Increased Cost Items

Digitally signed by Kevin Clark
DN: C=US,
E=kevin.clark@rcwcontracting.org,
O=RCW Contracting, OU=St.
Project Manager, CN=Kevin
Clark
Date: 2022.03.22
15:24:24-0400

Kevin Clark

Item	Bid Item No.	Quantity	UOM	Bid Time Price		Current Price		Cost Increase
				Unit Price	Total Price	Unit Price	Total Price	
12" C900 DR-18 Purple PVC Pipe	5	10,200	LF	\$ 22.03	\$ 224,706.00	\$ 44.16	\$ 450,432.00	\$ 225,726.00
Detection Tape	5	11	Rolls	\$ 28.00	\$ 308.00	\$ 35.00	\$ 385.00	\$ 77.00
Tracer Wire	5	20,500	LF	\$ 0.11	\$ 2,255.00	\$ 0.275	\$ 5,740.00	\$ 3,485.00
Joint Restraints	5	23	Each	\$ 125.00	\$ 2,875.00	\$ 187.68	\$ 4,316.64	\$ 1,441.64
12" x 12" MJ Long Sleeve	5	1	Each	\$ 289.00	\$ 289.00	\$ 318.75	\$ 318.75	\$ 29.75
12" MJ Tee	5	1	Each	\$ 578.00	\$ 578.00	\$ 653.65	\$ 653.65	\$ 75.65
12" MJ 90 degree bend	5	5	Each	\$ 452.00	\$ 2,260.00	\$ 508.30	\$ 2,541.50	\$ 281.50
12" MJ 45 degree bend	5	6	Each	\$ 358.00	\$ 2,148.00	\$ 403.75	\$ 2,422.50	\$ 274.50
12" MJ 22 1/2 degree bend	5	10	Each	\$ 298.00	\$ 2,980.00	\$ 342.55	\$ 3,425.50	\$ 445.50
12" MJ 111/4 degree bend	5	16	Each	\$ 262.00	\$ 4,512.00	\$ 324.70	\$ 5,195.20	\$ 683.20
12" MJ Solid Plug	5	1	Each	\$ 158.00	\$ 158.00	\$ 181.90	\$ 181.90	\$ 23.90
12" MJ Gate Valve	5	10	Each	\$ 1,415.00	\$ 14,150.00	\$ 1,829.88	\$ 18,298.80	\$ 4,148.80
12" Megalugs with Accessories	5	84	Each	\$ 106.00	\$ 8,904.00	\$ 150.99	\$ 12,683.16	\$ 3,779.16
Valve Boxes	5	10	Each	\$ 108.00	\$ 1,080.00	\$ 120.00	\$ 1,200.00	\$ 120.00
Brass ID Tags	5	10	Each	\$ 16.00	\$ 160.00	\$ 17.00	\$ 170.00	\$ 10.00
12" x 8" MJ Reducer	5	1	Each	\$ 228.00	\$ 228.00	\$ 259.25	\$ 259.25	\$ 31.25
							Subtotal Bid Item 5	\$ 240,632.85
8" Megalug with Accessories	6	5	Each	\$ 58.00	\$ 290.00	\$ 89.35	\$ 446.75	\$ 156.75
8" Joint Restraint	6	2	Each	\$ 65.00	\$ 130.00	\$ 102.90	\$ 205.80	\$ 75.80
8" x 12" MJ Long Sleeve	6	1	Each	\$ 137.00	\$ 137.00	\$ 158.10	\$ 158.10	\$ 21.10
8" MJ 90 Degree Bend	6	1	Each	\$ 175.00	\$ 175.00	\$ 202.30	\$ 202.30	\$ 27.30
							Subtotal Bid Item 6	\$ 280.95
							Total	\$ 240,913.80

From: [James Pietracatella](#)
To: [Gregg S. Fruecht](#)
Cc: [John Bostic III](#); [Karen Miller](#); [Michael L. Clark, PE](#); [Jamila Morrison](#)
Subject: RE: Zephyrhills RCW Extension - SRF Checklist and Market Cost Adjustments
Date: Friday, May 28, 2021 4:31:12 PM
Attachments: [Hayes Pipe Supply - City Of Zephyrhills Reclaimed Water Bid Time Quote.pdf](#)
[Hayes Pipe Supply - City Of Zephyrhills Reclaimed Water 4-28-21 Quote.pdf](#)
[Hayes Pipe Supply - City Of Zephyrhills Reclaimed Water Current Quote.pdf](#)
[Appendix A to FDEP Supplementary Conditions Certification of Compliance.pdf](#)
[FDEP Article 10 - BRW Contracting for City of Zephyrhills.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gregg,

Please see attached the requested information.

We can confirm that if we are able to receive the pipe and fittings within 4 to 6 weeks of approved shop drawings (assuming approval is received within 1 week), we can still substantially complete the Project within 9 months of NTP.

Please let us know your thoughts after you have a chance to review.

Jim Pietracatella

B.R.W. Contracting, Inc.

(813) 996-5882 Office
(813) 714-3024 Mobile

From: Gregg S. Fruecht <GFRUECHT@jonesedmunds.com>
Sent: May 27, 2021 1:31 PM
To: James Pietracatella <jimp@brwcontracting.org>
Cc: John Bostic III <jbostic@ci.zephyrhills.fl.us>; Karen Miller <kmiller@ci.zephyrhills.fl.us>; Michael L. Clark, PE <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>
Subject: RE: Zephyrhills RCW Extension - SRF Checklist and Market Cost Adjustments

Jim,

Got your message regarding resolving this matter before others.

Please provide requested information.

Thanks,

Gregg S. Fruecht

Construction Administrator

p. 813.258.0703 x. 1765 | c. 727.432.1326

JONESEDMUNDS.COM

324 S. Hyde Park Ave, Suite 250, Tampa, FL, 33606

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From: Gregg S. Fruecht

Sent: Thursday, May 20, 2021 8:15 AM

To: James Pietracatella <jimp@brwcontracting.org>

Cc: John Bostic III <jbostic@ci.zephyrhills.fl.us>; Karen Miller <kmiller@ci.zephyrhills.fl.us>; Michael L. Clark, PE <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>

Subject: Re: Zephyrhills RCW Extension - SRF Checklist and Market Cost Adjustments

Jim,

Per my voicemail message yesterday afternoon, Jones Edmunds will repost the required SRF documents and typical examples where applicable.

It is understood there have recently been Increased Market Pricing for some typical PVC / HDPE products. On behalf of the City, we are requesting a few itemizations that can be fairly evaluated.

- 1) Please post a vendors proposal for the PVC / HDPE materials that was utilized by BRW at the time of Bid.
- 2) Please post a vendors proposal for the same materials at the time the City Council provided Notice to BRW that the Contract has been Awarded on 4/28/21.
- 3) Please post a vendors current proposal for the same materials at this time, as well as an anticipated delivery timeframe upon approval of submitted Shop Drawings.

With these items in hand a remaining question is to reaffirm that BRW complete the project with the existing Contract Timeline of achieving Substantial Completion within 9 Months of NTP.

Please contact me at my mobile number with any questions, clarifications, or updates.

Thanks ,

GSRuecht
Construction Administrator
Jones Edmunds
(727)432-1326

On May 19, 2021, at 12:37 PM, James Pietracatella <jimp@brwcontracting.org> wrote

Gregg,

I have been unable to locate the forms that you need us to execute. Can you or someone in your office provide us with the actual forms instead of a link to the FDEP website?

We also have a more pressing issue we need to get resolved. As you might or might not be aware, the market for PVC, HDPE and ancillary fittings has become very unstable and the manufacturers are having supply shortages and are not honoring price quotes. As such, we are unable to perform the work on this contract at the price quoted. We consider this a force majeure event and request relief on this basis. Please advise what you will need from us to proceed.

Jim Pietracatella

B.R.W. Contracting, Inc.

(813) 996-5882 Office
(813) 714-3024 Mobile

From: Gregg S. Fruecht <GFRUECHT@jonesedmunds.com>

Sent: May 18, 2021 9:03 AM

To: James Pietracatella <jimp@brwcontracting.org>

Cc: Michael L. Clark, PE <MCLARK@jonesedmunds.com>; Jamila Morrison <JMorrison@jonesedmunds.com>; 'jbostic@ci.zephyrhills.fl.us' <jbostic@ci.zephyrhills.fl.us>; kmiller@ci.zephyrhills.fl.us

Subject: RE: Zephyrhills RCW Extension - SRF Checklist

James,

Please contact me to discuss the requested updates.

Thanks.

,



HAYES PIPE SUPPLY, INC.

9416 E. Dr. MLK, Jr. Boulevard • Tampa, FL 33610
(813) 241-4040 • Fax (813) 241-4041
www.hayespipe.com

Bid Time Quote

QUO # - 44660

PAGE - 1

TO: BIDDING CONTRACTORS

SPEC: ZEPHYRHILLS

RECLAIM WATER PIPELINE EXT PH1
ENG: JONES EDMUNDS

TAMPA FL 00000

Plan Date
1/01/2021

Last Revision
NO REVISIONS

BID DATE
3/17/2021

BID TIME
3:00PM

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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NOTE:

QUOTE UPDATED THROUGH ADD#1, ALL MATERIALS MEET AIS SPECS.

PVC TERMS: ORDER BY 4/17, SHIP BY 5/17

HDPE TERMS: ORDER BY 3/24 SHIP BY 3/31

BID ITEM 5)

10,200	12IN C900 DR-18 PURPLE PVC PIPE	FT	22.03	224,706.00
11	3INx 1000FT DETECTOR TAPE	RL	28.00	308.00
	PURPLE RECLAIMED WATERLINE			
41	12AWG 500FT PURPLE ROLL WIRE	EA	55.00	2,255.00
	COPPER CLAD w/PE30MM JACKET			
23	12IN 1612 BELL RESTRAINT FOR	EA	125.00	2,875.00
	C900 PVC			
1	12IN DOMESTIC MJ LONG L/P SOLID	EA	289.00	289.00
	SLEEVE LESS ACC			
1	12x12IN DOMESTIC MJ TEE LESS	EA	578.00	578.00
	ACC			
5	12IN DOMESTIC MJ 90 BEND LESS	EA	452.00	2,260.00
	ACC			
4	12IN DOMESTIC MJ 45 BEND LESS	EA	358.00	1,432.00
	ACC			
6	12IN DOMESTIC MJ 22-1/2 DEG	EA	298.00	1,788.00
	BEND LESS ACC			
12	12IN DOMESTIC MJ 11-1/4 DEG	EA	282.00	3,384.00
	BEND LESS ACC			
1	12IN DOMESTIC MJ PLUG LESS ACC	EA	158.00	158.00
1	12x8IN DOMESTIC MJ REDUCER LESS	EA	226.00	226.00
	ACC			
60	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	6,360.00
1	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	58.00

* * *

BID ITEM 5) SUBTOTAL:

246,677.00

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN · (615) 255-4040
 □ Knoxville, TN · (865) 525-1717
 □ Lexington, KY · (859) 231-8323
 □ Tampa, FL · (813) 241-4040
 □ Longview, TX · (903) 753-5533

Murfreesboro, TN · (615) 217-3040 □
 Acworth, GA · (770) 529-8883 □
 Louisville, KY · (502) 454-8500 □
 Lake Helen, FL · (386) 228-9819 □
 Columbia, SC · (803) 695-4040 □



HAYES PIPE SUPPLY, INC.

QUO # - 44660

PAGE - 2

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
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BID ITEM 6)

60	8IN C900 DR-18 PURPLE PVC PIPE	FT	10.40	624.00
2	8IN 1608 BELL RESTRAINT FOR C900 PVC	EA	65.00	130.00
1	8IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	137.00	137.00
1	8IN DOMESTIC MJ 90 BEND LESS ACC	EA	175.00	175.00
4	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	232.00

NOTE:

USE LEFTOVER TAPE & WIRE FROM BID ITEM #5.

* * *

BID ITEM 6) SUBTOTAL:**1,298.00****BID ITEM 7)**

200	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	20.39	4,078.00
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00

* * *

BID ITEM 7) SUBTOTAL:**5,814.00****BID ITEM 8)**

240	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	20.39	4,893.60
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00

* * *

BID ITEM 8) SUBTOTAL:**6,629.60****NO BID ITEM)**



HAYES PIPE SUPPLY, INC.

QUO # - 44660

PAGE - 3

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
10	12IN MUELLER MJ O/L GATE VALVE BRZ STEM LESS ACC	EA	1,415.00	14,150.00
10	5-1/4 TYLER 2PC 18-24IN SCRD VALVE BOX 461-S LESS LID	EA	90.00	900.00
10	5-1/4 TYLER DROP LID REUSE	EA	18.00	180.00
10	BRASS TAG 12IN MJGV 38TTO O/L WATER	EA	16.00	160.00
20	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	2,120.00

* * *

NO BID ITEM) SUBTOTAL:

17,510.00

Total For Quoted Items 277,928.60

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 4/17/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.



HAYES PIPE SUPPLY, INC.

9416 E. Dr. MLK, Jr. Boulevard • Tampa, FL 33610
(813) 241-4040 • Fax (813) 241-4041
www.hayespipe.com

Time of Award quote 4-28-21

QUO # - 49121

PAGE - 1

TO: BRW CONTRACTING, INC

SPEC: ZEPHYRHILLS

PO BOX 1128

RECLAIM WATER PIPELINE EXT PH1
ENG: JONES EDMUNDS

LAND O LAKES FL 34639

Plan Date
1/01/2021

Last Revision
REVISION #1

BID DATE
4/28/2021

BID TIME
3:00PM

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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Note The majority of material we supply, particularly PVC pipe, is in short supply and prices are rapidly changing. Please pay special attention to the order and the release by dates on this quote. Most PVC manufacturers, and consequently HPS, will be raising prices to current market price if material is not ordered within terms. Additionally, lead times are getting extended so please schedule your jobs accordingly.

NOTE:

QUOTE UPDATED THROUGH ADD#1, ALL MATERIALS MEET AIS SPECS.

PVC TERMS: ORDER BY 4/17, SHIP BY 5/17

HDPE TERMS: ORDER BY 3/24 SHIP BY 4/28

BID ITEM 5)

10,200	12IN C900 DR-18 PURPLE PVC PIPE	FT	26.95	274,890.00
11	3INx 1000FT DETECTOR TAPE	RL	28.00	308.00
	PURPLE RECLAIMED WATERLINE			
41	12AWG 500FT PURPLE ROLL WIRE	EA	55.00	2,255.00
	COPPER CLAD w/PE30MM JACKET			
23	12IN 1612 BELL RESTRAINT FOR C900 PVC	EA	125.00	2,875.00
1	12IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	289.00	289.00
1	12x12IN DOMESTIC MJ TEE LESS ACC	EA	578.00	578.00
5	12IN DOMESTIC MJ 90 BEND LESS ACC	EA	452.00	2,260.00
4	12IN DOMESTIC MJ 45 BEND LESS ACC	EA	358.00	1,432.00
6	12IN DOMESTIC MJ 22-1/2 DEG BEND LESS ACC	EA	298.00	1,788.00
12	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	3,384.00

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
□ Knoxville, TN • (865) 525-1717
□ Lexington, KY • (859) 231-8323
□ Tampa, FL • (813) 241-4040
□ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
Acworth, GA • (770) 529-8883 □
Louisville, KY • (502) 454-8500 □
Lake Helen, FL • (386) 228-9819 □
Columbia, SC • (803) 695-4040 □



HAYES PIPE SUPPLY, INC.

QUO # - 49121

PAGE - 2

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
1	12IN DOMESTIC MJ PLUG LESS ACC	EA	158.00	158.00
1	12x8IN DOMESTIC MJ REDUCER LESS ACC	EA	226.00	226.00
60	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	6,360.00
1	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	58.00

* * *

BID ITEM 5) SUBTOTAL:-----
296,861.00**BID ITEM 6)**

60	8IN C900 DR-18 PURPLE PVC PIPE	FT	14.16	849.60
2	8IN 1608 BELL RESTRAINT FOR C900 PVC	EA	65.00	130.00
1	8IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	137.00	137.00
1	8IN DOMESTIC MJ 90 BEND LESS ACC	EA	175.00	175.00
4	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	232.00

NOTE:**USE LEFTOVER TAPE & WIRE FROM BID ITEM #5.**

* * *

BID ITEM 6) SUBTOTAL:-----
1,523.60**BID ITEM 7)**

200	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	22.59	4,518.00
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00

* * *

BID ITEM 7) SUBTOTAL:-----
6,254.00**BID ITEM 8)**

240	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	22.59	5,421.60
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00



HAYES PIPE SUPPLY, INC.

QUO # - 49121

PAGE - 3

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00
* * * BID ITEM 8) SUBTOTAL:				----- 7,157.60
NO BID ITEM)				
10	12IN MUELLER MJ O/L GATE VALVE BRZ STEM LESS ACC	EA	1,415.00	14,150.00
10	5-1/4 TYLER 2PC 18-24IN SCRD VALVE BOX 461-S LESS LID	EA	90.00	900.00
10	5-1/4 TYLER DROP LID REUSE	EA	18.00	180.00
10	BRASS TAG 12IN MJGV 38TTO O/L WATER	EA	16.00	160.00
20	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	2,120.00
* * * NO BID ITEM) SUBTOTAL:				----- 17,510.00
Total For Quoted Items				----- 329,306.20

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 5/26/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.



HAYES PIPE SUPPLY, INC.

9416 E. Dr. MLK, Jr. Boulevard • Tampa, FL 33610
(813) 241-4040 • Fax (813) 241-4041
www.hayespipe.com

QUO # - 49123

Current Quote

PAGE - 1

TO: BRW CONTRACTING, INC

SPEC: ZEPHYRHILLS

PO BOX 1128

RECLAIM WATER PIPELINE EXT PH1
ENG: JONES EDMUNDS

LAND O LAKES FL 34639

Plan Date
1/01/2021

Last Revision
REVISION #2

BID DATE
5/28/2021

BID TIME
3:00PM

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
----------	-------------	------	-------	-----------

Note The majority of material we supply, particularly PVC pipe, is in short supply and prices are rapidly changing. Please pay special attention to the order and the release by dates on this quote. Most PVC manufacturers, and consequently HPS, will be raising prices to current market price if material is not ordered within terms. Additionally, lead times are getting extended so please schedule your jobs accordingly.

NOTE:

QUOTE UPDATED THROUGH ADD#1, ALL MATERIALS MEET AIS SPECS.
PVC TERMS: ORDER BY 5/28, SHIP BY 6/15
HDPE TERMS: ORDER BY 5/28 SHIP BY 6/15

BID ITEM 5)

10,200	12IN C900 DR-18 PURPLE PVC PIPE	FT	31.94	325,788.00
11	3INx 1000FT DETECTOR TAPE	RL	28.00	308.00
	PURPLE RECLAIMED WATERLINE			
41	12AWG 500FT PURPLE ROLL WIRE	EA	55.00	2,255.00
	COPPER CLAD w/PE30MM JACKET			
23	12IN 1612 BELL RESTRAINT FOR C900 PVC	EA	125.00	2,875.00
1	12IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	289.00	289.00
1	12x12IN DOMESTIC MJ TEE LESS ACC	EA	578.00	578.00
5	12IN DOMESTIC MJ 90 BEND LESS ACC	EA	452.00	2,260.00
4	12IN DOMESTIC MJ 45 BEND LESS ACC	EA	358.00	1,432.00
6	12IN DOMESTIC MJ 22-1/2 DEG BEND LESS ACC	EA	298.00	1,788.00
12	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	3,384.00

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN • (615) 255-4040
□ Knoxville, TN • (865) 525-1717
□ Lexington, KY • (859) 231-8323
□ Tampa, FL • (813) 241-4040
□ Longview, TX • (903) 753-5533

Murfreesboro, TN • (615) 217-3040 □
Acworth, GA • (770) 529-8883 □
Louisville, KY • (502) 454-8500 □
Lake Helen, FL • (386) 228-9819 □
Columbia, SC • (803) 695-4040 □



HAYES PIPE SUPPLY, INC.

QUO # - 49123

PAGE - 2

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
1	12IN DOMESTIC MJ PLUG LESS ACC	EA	158.00	158.00
1	12x8IN DOMESTIC MJ REDUCER LESS ACC	EA	226.00	226.00
60	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	6,360.00
1	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	58.00

* * *

BID ITEM 5) SUBTOTAL:**347,759.00****BID ITEM 6)**

60	8IN C900 DR-18 PURPLE PVC PIPE	FT	16.16	969.60
2	8IN 1608 BELL RESTRAINT FOR C900 PVC	EA	65.00	130.00
1	8IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	137.00	137.00
1	8IN DOMESTIC MJ 90 BEND LESS ACC	EA	175.00	175.00
4	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	232.00

NOTE:**USE LEFTOVER TAPE & WIRE FROM BID ITEM #5.**

* * *

BID ITEM 6) SUBTOTAL:**1,643.60****BID ITEM 7)**

200	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	25.59	5,118.00
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00

* * *

BID ITEM 7) SUBTOTAL:**6,854.00****BID ITEM 8)**

240	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	25.59	6,141.60
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00



HAYES PIPE SUPPLY, INC.

QUO # - 49123

PAGE - 3

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00
* * * BID ITEM 8) SUBTOTAL:				----- 7,877.60
NO BID ITEM)				
10	12IN MUELLER MJ O/L GATE VALVE BRZ STEM LESS ACC	EA	1,415.00	14,150.00
10	5-1/4 TYLER 2PC 18-24IN SCRD VALVE BOX 461-S LESS LID	EA	90.00	900.00
10	5-1/4 TYLER DROP LID REUSE	EA	18.00	180.00
10	BRASS TAG 12IN MJGV 38TTO O/L WATER	EA	16.00	160.00
20	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	2,120.00
* * * NO BID ITEM) SUBTOTAL:				----- 17,510.00
Total For Quoted Items				----- 381,644.20

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 6/15/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.



Bid Proposal for BRW - SHOP

B.R.W. CONTRACTING INC

Bid Date: 10/21/2021

Core & Main 2044260

Core & Main

6525 US Hwy 301 N

Tampa, FL 33610

Phone: 813-623-3343

Fax: 813-664-0442

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	10200	12 PVC C900 DR18 PIPE (G) 20' PURP PC235	FT	44.16	450,432.00
				Sub Total	450,432.00
				Tax	0.00
				Total	450,432.00

Branch Terms:

MATERIALS MUST BE PLACED ON ORDER/RELEASED BY 10/25/21 & SHIPPED BY 11/25/21 PIPE SUBJECT TO MANUFACTURERS AVAILABILITY. CORE & MAIN IS NOT RESPONSIBLE FOR DELAYS OR PRICE INCREASES DUE TO PRICE AND SUPPLY VOLATILITY. SPECIAL ORDER ITEMS MAY BE NON-RETURNABLE OR SUBJECT TO RESTOCKING CHARGES. ITEMS RETURNED MUST BE IN RESALABLE CONDITION TO RECEIVE CREDIT. THIS TAKEOFF REPRESENTS OUR INTERPRETATION OF PLANS/SPECS AND IS OFFERED AS AN AID TO BIDDING ONLY. CORE & MAIN STANDARD TERMS & CONDITION APPLY TO ALL ORDERS.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:

<https://coreandmain.com/TandC/>



B R W CONTRACTING INC
2522 HUNT RD
LAND O LAKES, FL 34638

52615



63-1636/670

DATE 10-25-21

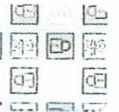
PAY
TO THE
ORDER OF Core & Main

Guaranteed by the bank 00/100

\$ 250,000.00

DOLLARS

BANK FLORIDA
12612 HWY 301 SOUTH
DADE CITY, FL 33525



FOR _____

BRW

⑈052615⑈ ⑆067016367⑆ 200007102⑈

WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned Lienor, in consideration of the sum in the amount of \$ 427,741.20
hereby waives and releases any and all claims of any kind whatsoever, including equitable claims,
breach of contract claims, bond claims, and its lien and right to claim a lien for labor, services, or
materials furnished through the date of October 31, 2021 to
City of Zephyrhills on the job of City of Zephyrhills
(Name of Customer) (Owner of Property)

to the following property (job address):

City of Zephyrhills – Reclaimed Water Line Extension

Phase 1

City of Zephyrhills, Florida

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

B.R.W. Contracting, Inc.

Lienor Name

2522 Hunt Rd.

Address

Land O Lakes, FL 34638

City, State, Zip

Signature

James M. Pietracatella, Jr./ President 11/18/2021

Print Name/Title

Date

State of Florida

County of Pasco

The foregoing instrument was acknowledged before me via ☒ physical presence OR ☐ online
notarizations this 18th day of November, 20 21. By James M. Pietracatella, Jr.
as President for B.R.W. Contracting, Inc.

☒ Personally Known

☐ Provided the following identification _____

Notary: Heather Whiskey

My commission expires: 08/25/2023

Notary Seal:





FEL-TAMPA, FL WATERWORKS #044
8008 E. SLIGH AVE.
TAMPA, FL 33610-0000

Phone: 813-627-1240
Fax: 813-627-1299

Deliver To:
From: Chad Wandall
Comments:

13:06:34 NOV 05 2021

Page 1 of 2

FEL-TAMPA, FL WATERWORKS #044

Price Quotation
Phone: 813-627-1240
Fax: 813-627-1299

Bid No: B494279
Bid Date: 11/05/21
Quoted By: CHW

Cust Phone: 813-996-5882
Terms: NET 10TH PROX

Customer: B R W CONTRACTING INC
PO BOX 1128
LAND O LAKES, FL 34639

Ship To: B R W CONTRACTING INC
PO BOX 1128
LAND O LAKES, FL 34639

Cust PO#: DOMESTIC PROJECT

Job Name: RANDY PROJECT

Item	Description	Quantity	Net Price	UM	Total
	PER TAMMY LIST QTG MATRL AS ALL DOMESTIC PER REQST =====				
PT-TERMS	----- DUE TO MANUFACTURER SUPPLY ISSUES, ALL QUOTATIONS AND ORDERS ARE SUBJECT TO AVAILABILITY AND FINAL PRICES ARE SUBJECT TO CHANGE TO THE PRICE IN EFFECT AT THE TIME OF DELIVERY. ----- PT-TERMS -----	1		EA	0.00
PSD3105PP115	3X1000 UG DET RECLMD WTR PURP	11	35.000	EA	385.00
C1030PSF	10GA 30MM COP TRCR WIRE PURP 500FT	20500	275.000	M	5637.50
E1612TD	12 EBAA REST F/ PVC / DI	23	187.680	EA	4316.64
DMJLSLA12	DOM 12X12 MJ C153 LONG SLV L/A	1	318.750	EA	318.75
DMJTLA12	DOM 12 MJ C153 TEE L/A	1	653.650	EA	653.65
DMJ9LA12	DOM 12 MJ C153 90 BEND L/A	5	508.300	EA	2541.50
DMJ4LA12	DOM 12 MJ C153 45 BEND L/A	6	403.750	EA	2422.50
DMJ2LA12	DOM 12 MJ C153 22-1/2 BEND L/A	10	342.550	EA	3425.50
DMJ1LA12	DOM 12 MJ C153 11-1/4 BEND L/A	16	324.700	EA	5195.20
DMJSP12	DOM 12 MJ C153 SLD PLUG	1	181.900	EA	181.90
DMJRLA12X	DOM 12X8 MJ C153 RED L/A	1	259.250	EA	259.25
E2012PV	12 MEGALUG F/ C900/IPS PVC	84	111.990	EA	9407.16
IMJBG12	12 MJ C153 BLT GSKT PK L/ GLAND	84	39.000	EA	3276.00
E2008PV	8 MEGALUG F/ C900/IPS PVC	5	56.350	EA	281.75
IMJBGPX	8 MJ C153 BLT GSKT PK L/ GLAND	5	33.000	EA	165.00
E1608TD	8 EBAA REST F/ PVC / DI	2	102.090	EA	204.18
DMJLSLAX	DOM 8X12 MJ C153 LONG SLV L/A	1	158.100	EA	158.10
DMJ9LAX	DOM 8 MJ C153 90 BEND L/A	1	202.300	EA	202.30
SP-C10GAPRPLEHS	10GA XTR HIGH STRGHT PRPL PUL WIRE	2	450.000	EA	900.00
PED11MJAST12	12 DIPS PC200 DR11 MJ ADPT	4	142.290	EA	569.16
IMJAPHDI12	12 HDPE DIPS IPS ACCY MJ PK W/GLND	4	77.380	EA	309.52
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	10	1829.880	EA	18298.80



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=31462>

Fax: 813-627-1299

13:06:34 NOV 05 2021

Reference No: B494279

Item	Description	Quantity	Net Price	UM	Total
D461AW	2PC SLIP CI VLV BX 19-22 WTR	10	120.000	EA	1200.00
BVTM	3 BRS VLV ID TAG	10	17.000	EA	170.00
	SUBTOTAL				60479.36

Net Total: \$60479.36
Tax: \$3678.78
Freight: \$0.00
Total: \$64158.14

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



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HAYES PIPE SUPPLY, INC.

9416 E. Dr. MLK, Jr. Boulevard • Tampa, FL 33610
(813) 241-4040 • Fax (813) 241-4041
www.hayespipe.com

QUO # - 44660

PAGE - 1

TO: BIDDING CONTRACTORS

SPEC: ZEPHYRHILLS

RECLAIM WATER PIPELINE EXT PH1
ENG: JONES EDMUNDS

TAMPA FL 00000

Plan Date 1/01/2021 Last Revision NO REVISIONS

BID DATE 3/17/2021

BID TIME 3:00PM

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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NOTE:

QUOTE UPDATED THROUGH ADD#1, ALL MATERIALS MEET AIS SPECS.
PVC TERMS: ORDER BY 4/17, SHIP BY 5/17
HDPE TERMS: ORDER BY 3/24 SHIP BY 3/31

BID ITEM 5)

10,200	12IN C900 DR-18 PURPLE PVC PIPE	FT	22.03	224,706.00
11	3INx 1000FT DETECTOR TAPE	RL	28.00	308.00
	PURPLE RECLAIMED WATERLINE			
41	12AWG 500FT PURPLE ROLL WIRE	EA	55.00	2,255.00
	COPPER CLAD w/PE30MM JACKET			
23	12IN 1612 BELL RESTRAINT FOR C900 PVC	EA	125.00	2,875.00
1	12IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	289.00	289.00
1	12x12IN DOMESTIC MJ TEE LESS ACC	EA	578.00	578.00
5	12IN DOMESTIC MJ 90 BEND LESS ACC	EA	452.00	2,260.00
4	12IN DOMESTIC MJ 45 BEND LESS ACC	EA	358.00	1,432.00
6	12IN DOMESTIC MJ 22-1/2 DEG BEND LESS ACC	EA	298.00	1,788.00
12	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	3,384.00
1	12IN DOMESTIC MJ PLUG LESS ACC	EA	158.00	158.00
1	12x8IN DOMESTIC MJ REDUCER LESS ACC	EA	226.00	226.00
60	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	6,360.00
1	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	58.00

* * *

BID ITEM 5) SUBTOTAL:

246,677.00

Mains - Main Line Accessories - Service Materials - Casing Pipe

□ Nashville, TN (615) 255-4040
□ Knoxville, TN (865) 525-1717
□ Lexington, KY (859) 231-8323
□ Tampa, FL (813) 241-4040
□ Longview, TX (903) 753-5533

□ Murfreesboro, TN (615) 217-3040
□ Acworth, GA (770) 529-8883
□ Louisville, KY (502) 454-8500
□ Lake Helen, FL (386) 228-9819
□ Columbia, SC (803) 695-4040



HAYES PIPE SUPPLY, INC.

QUO # - 44660

PAGE - 2

QUANTITY	DESCRIPTION	UNIT	PRICE	EXTENSION
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BID ITEM 6)

60	8IN C900 DR-18 PURPLE PVC PIPE	FT	10.40	624.00
2	8IN 1608 BELL RESTRAINT FOR C900 PVC	EA	65.00	130.00
1	8IN DOMESTIC MJ LONG L/P SOLID SLEEVE LESS ACC	EA	137.00	137.00
1	8IN DOMESTIC MJ 90 BEND LESS ACC	EA	175.00	175.00
4	8IN 2008PV MEGALUG PVC w/ ACC	EA	58.00	232.00

NOTE:

USE LEFTOVER TAPE & WIRE FROM BID ITEM #5.

* * *

BID ITEM 6) SUBTOTAL:-----
1,298.00**BID ITEM 7)**

200	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	20.39	4,078.00
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC ✓	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00

* * *

BID ITEM 7) SUBTOTAL:-----
5,814.00**BID ITEM 8)**

240	12IN x 40FT DR-11 DIPS HDPE PURPLESTRIPE PE4710	FT	20.39	4,893.60
1	10AWG 500FT PE45MM HORIZONTAL DIRECTIONAL DRILL PURPLE WIRE	RL	150.00	150.00
2	12IN MJ ADAPTER x DR11 DIPS w/ ACC KIT	EA	405.00	810.00
2	12IN DOMESTIC MJ 11-1/4 DEG BEND LESS ACC	EA	282.00	564.00
2	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	212.00

* * *

BID ITEM 8) SUBTOTAL:-----
6,629.60**NO BID ITEM)**



HAYES PIPE SUPPLY, INC.

QUO # - 44660

PAGE - 3

QUANTITY	D E S C R I P T I O N	UNIT	PRICE	EXTENSION
10	12IN MUELLER MJ O/L GATE VALVE BRZ STEM LESS ACC	EA	1,415.00	14,150.00
10	5-1/4 TYLER 2PC 18-24IN SCRD VALVE BOX 461-S LESS LID	EA	90.00	900.00
10	5-1/4 TYLER DROP LID REUSE	EA	18.00	180.00
10	BRASS TAG 12IN MJGV 38TTO O/L WATER	EA	16.00	160.00
20	12IN 2012PV MEGALUG PVC w/ ACC	EA	106.00	2,120.00

* * *

NO BID ITEM) SUBTOTAL:

17,510.00-----
Total For Quoted Items 277,928.60

HAYES PIPE SUPPLY, INC.

BY. _____

These prices are good for order placement through - 4/17/2021 Release of shipment must be made within - 30days from date of order. We are unable to guarantee our take off for quantities or accuracy. The prices listed on our written quotations are quoted as "EACH" or "PER FOOT" basis, Regardless of total prices shown.

BUSINESS ITEMS/PUBLIC HEARING 3.1

First Reading **RESOLUTION NO. 790-22 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE R4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 03-26-21-0010-02000-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 790-22 on the First Reading

Issue:

Application for Conditional Use submitted by D32 Invest, LLC to exceed the height threshold of the R4 (multi-family residential) zoning district.

Background:

The applicants are proposing construction of 4-story buildings on 10.63 acres of real property generally located at 6655 Fort King Road. The current zoning of the subject property permits a density of up to 20 dwelling units per acre. The applicants are proposing around 144 units at a density of about 13.5 units per acre.

The Land Development Code, Section 4.01.01.04 allows for mid-rise structures (between 3 and 5 stories, inclusive) to be considered as a conditional use, subject to the following:

- (1) Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet.
- (2) Compliance with Resolution #147 is required.
- (3) In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.

The Site Plan Review Committee recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regular monthly meeting on January 18, 2022.

The Planning Commission recommended approval of the conditional use to exceed the height limitations of the R4 zoning district, with the condition of a turn lane on Fort King Road, at its regular monthly meeting on February 15, 2022.

Attachment(s):

- 1. Resolution 790-22 Conditional Use Nick Apartments
- 2. USE-0005-21_Nick Apts Staff Report

3. Nick Apartments_Location Map (3)
4. Nick Apartments Civil Layout (1)
5. 22001- Aerial Rendering 1 (2)
6. 22001- Aerial Rendering 2 (1)
7. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height (1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval

RESOLUTION NO. 790-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE R4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 03-26-21-0010-02000-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application was filed by D32 Invest, LLC (Nick Apartments, LLC) for a conditional use to exceed the height limitations of the R4 (Multi-Family Residential) zoning district to allow four-story, mid-rise buildings to be located on property generally located at 6655 Fort King Road with the parcel ID no. 03-26-21-0010-02000-0010; and

WHEREAS, the subject property zoning is R4 (Multi-Family Residential) which allows up to 20 units per gross acre of land and a maximum height of two stories; and

WHEREAS, the City of Zephyrhills Land Development Code, Subsection 7.01.01.04 allows for heights in excess of the maximum established for the zoning district to be considered as a conditional use in accordance with the following:

1. Mid-rise structures (between three and five stories inclusive) may be erected if all applicable requirements of resolution #147 are met;
2. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each additional two feet of building height above 30 feet; and
3. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.

WHEREAS, the application for a conditional use to exceed the height limitations of the zoning district has been found to be in compliance with the requirements of Subsection 7.01.01.04 and the standards of a conditional use outlined in Part 11.10.00 of the City of Zephyrhills Land Development Code; and

WHEREAS, the granting of the conditional use shall be subject to the following:

1. The holder of a conditional use permit shall be authorized to utilize the site or location of the use only in a manner specified in the written approval and conditions specified therein. Any substantial expansion, alteration or change in the conditional use authorized by the written approval must be reviewed by City Council in the same manner in which the original conditional use was reviewed.
2. An expansion, alteration or change of a conditional use shall be deemed to exist where a substantial modification of the standards provided for in number 1 above results from activity associated with the conditional use or a substantial change of circumstances or conditions arise.
3. The conditions and stipulations shall become part of the written approval and must be followed by the applicant or any successor in interest.
4. The conditional use shall run with the subject property.
5. The conditional use is subject to and shall obtain an approved site development plan and all necessary permits from the City of Zephyrhills or other jurisdictional entity, and shall pay all related impact fees.
6. The applicant shall be permitted to construct multi-family apartment buildings to a height not exceeding four (4) stories in accordance with the standards of Subsection 7.01.01.04 and Part 11.10.00 of the City of Zephyrhills Land Development Code pertaining to mid-rise structures, with the following conditions:
 - a. Design and construction of turn lane(s) at the entrances on Fort King Road shall be required.
 - b. Design and construction of a right turn lane from southbound Fort King Road on to Eiland Boulevard.
 - c. Installation and maintenance of perimeter screening and buffering enhancements as determined by the Planning Department.
 - d. Granting of a perpetual Conservation Easement over the remaining undeveloped land.
7. The applicant shall construct mid-rise apartment buildings in accordance with the City of Zephyrhills Land Development Code, Building Code, and any other applicable codes, ordinances and policies adopted by the city.

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

- Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.
- Section 2. The application to exceed the height limitations of the R4 zoning district for the construction of mid-rise buildings, not to exceed a height of four stories, on property with the parcel ID no. 03-26-21-0010-02000-0010 is hereby approved.
- Section 3. The conditional use is approved for the benefit of the applicant and the applicant's successors and/or assigns and for the use as specified within the application only, subject to the conditions stated herein. The character and benefit of this conditional use shall not change but may be transferred without City Council approval by resolution.
- Section 4. The City Council does hereby expressly find that the provisions of this resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

This Resolution No. 790-22 shall run with the subject property and shall inure to the benefit of and be binding upon Nick Apartments, LLC, as owner, and its successors and assigns. All references to "applicant" herein shall mean Nick Apartments, LLC and its successors and assigns.

The foregoing Resolution No. 790-22 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, FL, on this 28th day of March, 2022.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Resolution No. 790-22 was approved by me this 28th day of March, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



STAFF REPORT

To: City Council

From: Audrey McGuire, Historic Preservation Specialist & Community Planner

RE: USE-0005-21_Conditional Use (Nick Apartments)

Date: March 9, 2022

1. BACKGROUND & INFORMATION

Application for a conditional use submitted by D32 Invest, LLC to exceed the height threshold of the R4 (Multi-Family Residential) zoning district, for the proposed construction of 4-story apartments on 10.63 acres of real property generally located at 6655 Fort King Road. The current zoning of the subject property permits a density of up to 20 dwelling units per acre.

APPLICANT | OWNER: Nick Apartments, LLC (D32 Invest, LLC)
7988 Via Dellagio Way, Suite 206, Orland, FL 32819

LOCATION: 6655 Fort King Road

PARCEL | TAX ID #: 03-26-21-0010-02000-0010

ACREAGE: 10.63 Acres MOL

CURRENT LAND USE: Vacant/Undeveloped

FLU CLASSIFICATION: RU (Residential Urban, 7.5 to 20 du/ga)

ZONING DESIGNATION: R4 (Multi-Family Residential, Max. 20 du/ga)

PROPOSED DENSITY: 144 Units (approximately 13.5 du/ga)

2. DATA & ANALYSIS

Height Regulations (LDC Subsection 7.01.01.04) Applicants are requesting to exceed the 2-story (30-foot) height limitation of the R4 zoning district to construct 4-story apartment buildings. A 4-story building falls under the classification of a "mid-rise structure," defined by the Land Development Code (LDC), Subsection 7.01.01.04 as buildings of 3 to 5 stories inclusive. Mid-rise structures may be permitted, exceeding the height limitations of a zoning district, as a conditional use, subject to the following:

- A. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet.
- *The minimum setback of the R4 zoning district is 30 feet in the front, 10 feet on the sides and 15 feet in the rear. The conceptual site plan provided by the applicants (see Attachment) shows the required minimum setbacks with the increase required by this condition.*
- B. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.
- *All applicants for site development / construction plan approvals and permits are required by City Ordinance to complete the FAA's online notice criteria tool. Verification from the FAA that a project is not of concern or a possible obstruction is required to be provided to the city prior to the issuance of any permits. Should a project be determined to be of concern, the FAA will require an extended review process on their end. The subject 4-story buildings proposed in this application for conditional use are not expected to be of concern as there is an existing 4-story building on the property immediately to the south of the subject property.*
- C. Compliance with Resolution # 147 (attached) is required.
- *City Resolution No. 147 primarily pertains to the allowance of mid-rise structures and additional conditions related to the Fire Department. All plans shall meet the adopted building code and fire code standards, as well as any additional standards which may be required by Pasco County Fire Rescue.*

Conditional Use Requirements (LDC Part 11.10.00)

- A. The proposed conditional use will not adversely affect or contribute to the deterioration of life or property values in the immediate neighborhood.
- *The proposed construction of 4-story mid-rise structures are consistent with other multi-family developments in the immediate neighborhood and along this block of Fort King Road. It is not anticipated the construction of 4-story mid-rise structures would adversely affect or contribute to the deterioration of quality of life or property values in the neighborhood.*
- B. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area.
- *The proposed construction of 4-story mid-rise structures is not out of scale or character with the surrounding developed area, which includes Summerset Apartments (a 4-story complex) immediately to the south of the subject property; and Fort King Colony (a 3-story complex) immediately to the east. The mobile home park to the north will be buffered and separated from the proposed apartment buildings by the existing wetland/pond area, a new stormwater pond, and landscape buffering (see attached conceptual site plan).*
- C. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.
- *The City requires traffic studies to be submitted at the time of site development plan review. The applicants have submitted a traffic methodology report which has been approved by the*

city's traffic engineering consultants, Kimley-Horn and shows anticipated gross daily trips of less than 1,200 which requires a De Minimus traffic study to assess alternate traffic control. The installation of turn lane(s) on Fort King Road has been recommended by the Planning Commission.

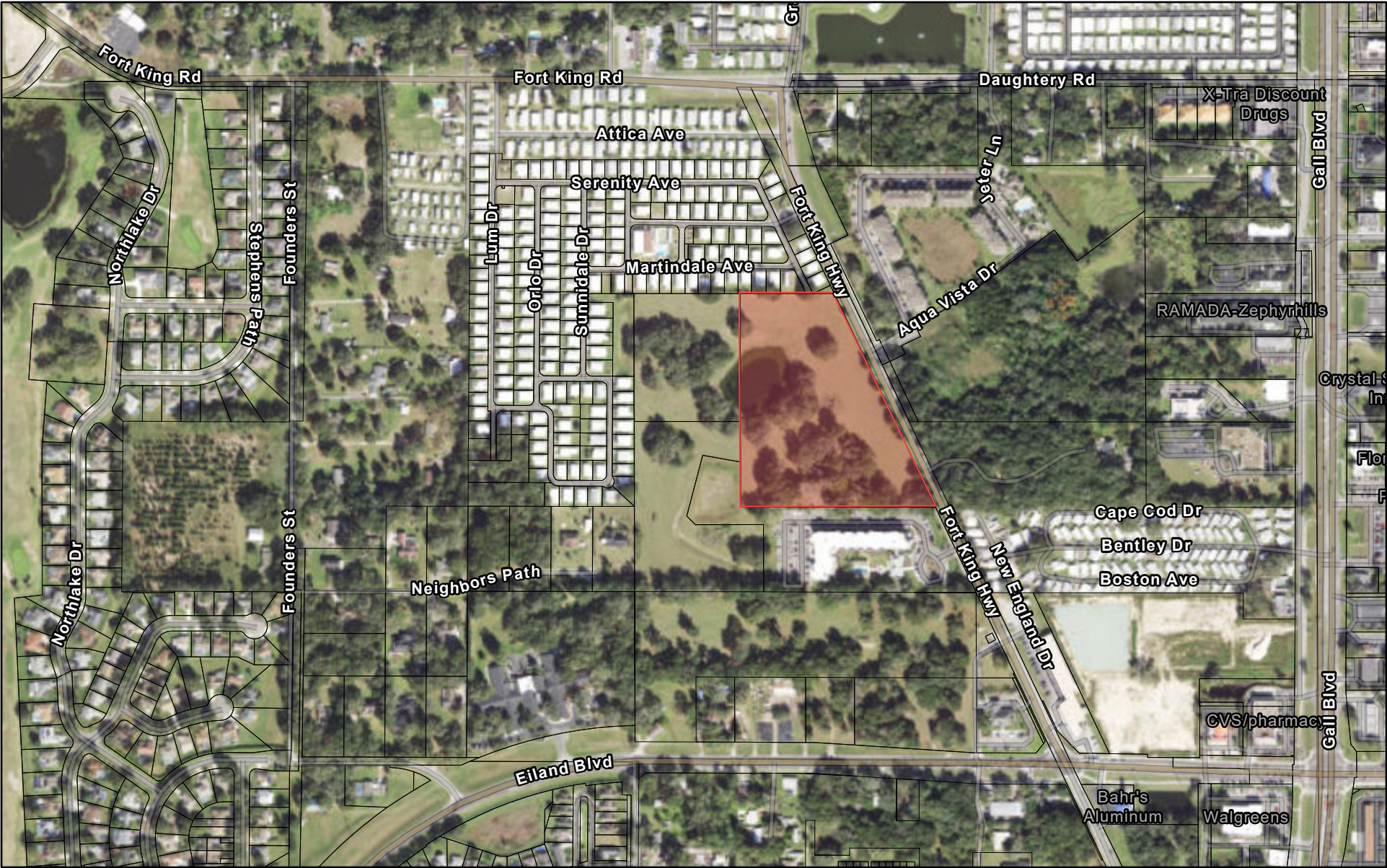
- D. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.
 - *The subject site is proposed to have 2 ingress/egress points onto Fort King Road. Common parking is proposed throughout the complex at a rate of 2 parking spaces per dwelling unit (consistent with LDC minimum requirements for residential projects). Wetland setbacks will be provided and additional stormwater retention is proposed on the northern piece of the property. A drainage report is under review by Kimley-Horn (the city's consultants).*
- E. The site upon which the proposed conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.
 - *Perimeter buffer/screening will be provided as required by the LDC. The applicants are proposing tree preservation along Fort King Road, the existing wetland area and the southern piece of the property which will be worked into the overall landscape plan. No interference with the enjoyment of the area is expected.*
- F. The proposed site meets applicable requirements of the zoning district in which it is located.
 - *The subject site is approximately 10.68 acres, exceeding the minimum lot area requirements of 6,000 square feet for the R4 zoning district. The proposed density of approximately 13.5 units per gross acre (144 total units) is consistent with allowed density of 20 units per acre in the R4 zoning district. The applicants have submitted site development plans which are currently undergoing review by city staff to ensure compliance with all land development code regulations.*
- G. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.
 - *Proposed signage shall be consistent with the city's standards as outlined in the LDC Article VIII at the time of permitting. Parking lot and pedestrian lighting shall be designed not to spill onto adjacent roadways or properties, and will be approved at the time of site development plan review, if consistent with LDC minimum requirements.*
- H. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.
 - *There is no indication that the proposed conditional use to exceed the height limitations of the zoning district will negatively impact the health, safety or welfare of the surrounding community.*

3. RECOMMENDATION

Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regularly scheduled monthly meeting on January 1, 2022.

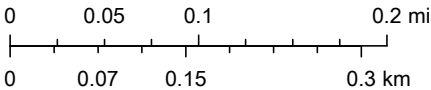
Planning Commission – The Planning Commission recommended approval of the conditional use, with the condition that turn lanes be added to Fort King, at its regularly scheduled meeting on February 15, 2022.

Zephyrhills

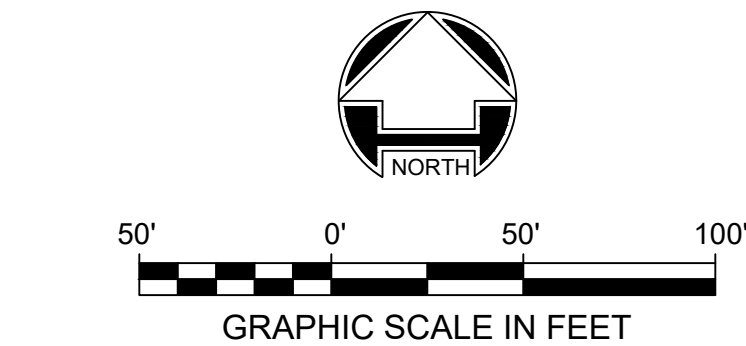
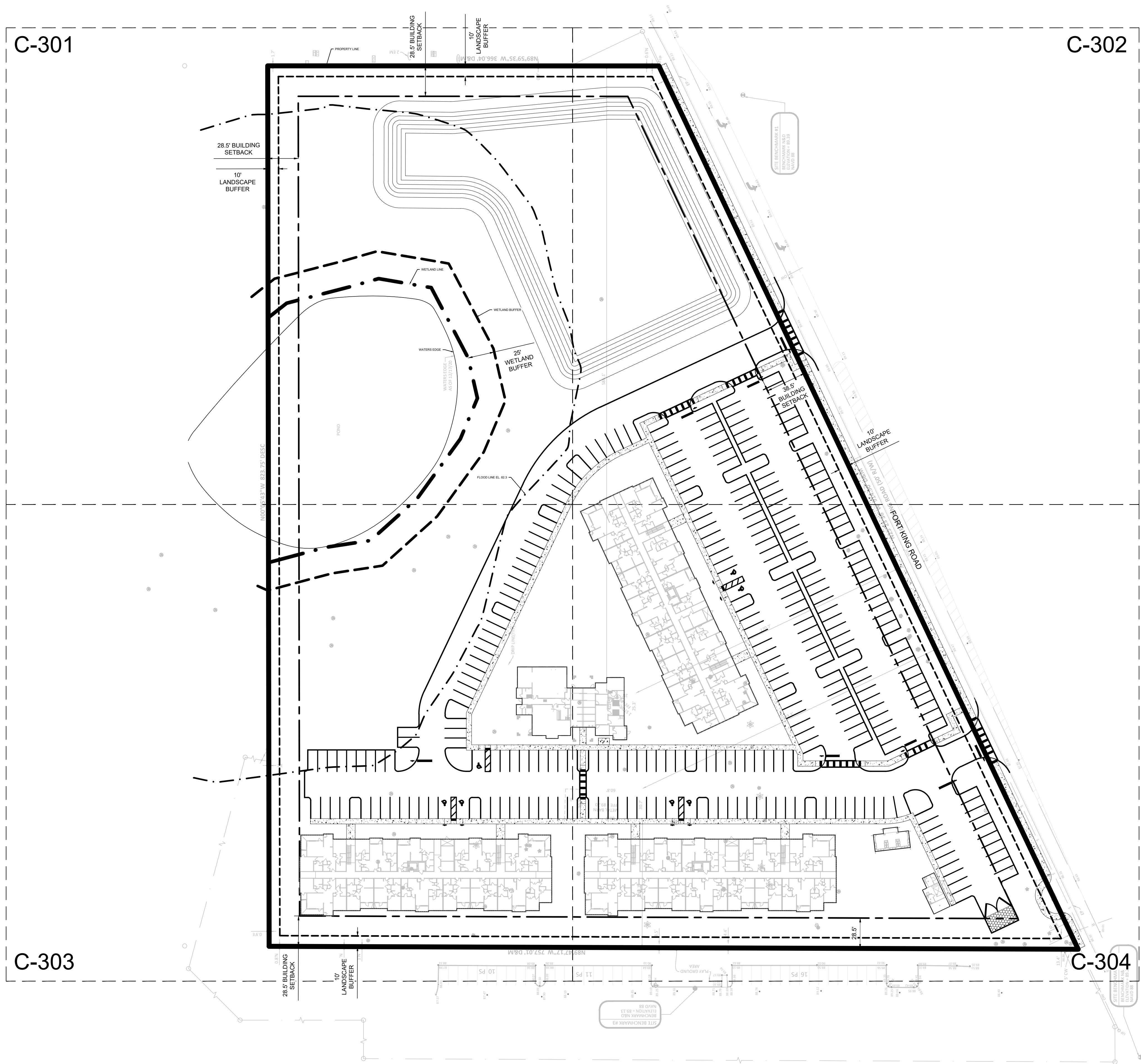


2/10/2022

1:7,328



State of Florida, Maxar, Esri Community Maps Contributors, FDEP, ©



LEGEND	
	PROPERTY LINE
	BUILDING SETBACK
	LANDSCAPE BUFFER
	FLOOD LINE
	WETLAND LINE
	WETLAND BUFFER
	ASPHALT PAVEMENT 3 C-551
	SIDEWALK 1 C-551

SITE DATA:	
1. PARCEL ID:	03-26-21-0010-02000-0010
2. FUTURE LAND USE:	RU (RESIDENTIAL URBAN)
3. ZONING:	R-4 (MULTI-FAMILY RESIDENTIAL)
4. USE:	VACANT
5. TOTAL SITE AREA:	10.63 AC
6. DEVELOPABLE AREA:	9.39 AC
7. NUMBER OF UNITS:	212 UNITS
8. PARKING CALCULATION:	144 UNITS * 2 PARKING STALLS/UNIT = 288
9. MAXIMUM IMPERVIOUS:	65%
10. BUILDING HEIGHT:	47 FT (OR 2 STORIES)
11. SITE AREAS:	PAVEMENT AREA: 2.75 AC 119,892 SF
12. OPEN SPACE:	REQUIRED: 20%
13. AMENITY AREA:	REQUIRED: 3 AMENITIES
14. LANDSCAPE BUFFER:	REQUIRED: 10 FT
15. BUILDING SETBACK:	REQUIRED: 30 FT
16. MIN. BUILDING SEPARATION:	REQUIRED: 1,000 SF
17. MIN. LIVING AREA:	REQUIRED: 1,000 SF
18. PHASING:	REQUIRED: 1 PHASE
19. FLOOD ZONE:	ZONE AE, X; FLOODPLAIN ELEVATION: 82.3

REVISION NO. & DESCRIPTION	
REV. NO.	DATE
8	DATE
7	DATE
6	DATE
5	DATE
4	DATE
3	DATE
2	DATE
1	DATE

ISSUED FOR	
REV. NO.	DATE
8	DATE
7	DATE
6	DATE
5	DATE
4	DATE
3	DATE
2	DATE
1	DATE

OVERALL SITE PLAN	
REV. NO.	DATE
8	DATE
7	DATE
6	DATE
5	DATE
4	DATE
3	DATE
2	DATE
1	DATE

NICK APARTMENTS	
REV. NO.	DATE
8	DATE
7	DATE
6	DATE
5	DATE
4	DATE
3	DATE
2	DATE
1	DATE

CAUTION	
0	1/2
1	
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE	

CHRISTINE HALL FL REG. NO. 8350	
JOB NO.	
DESIGN	
DRAWN	
APPROVED	
SHEET NO.	0

PROPOSED Nick Apartments

**EXISTING
SUMMERSET
APARTMENTS**





A RESOLUTION OF THE CITY OF ZEPHYRHILLS ESTABLISHING
CONDITIONAL REQUIREMENTS FOR BUILDINGS OVER TWO
STORIES IN HEIGHT OR MORE THAN THIRTY (30) FEET IN
HEIGHT.

WHEREAS, the City of Zephyrhills owns and operates a
Municipal Fire Department, and

WHEREAS, the City of Zephyrhills recognizes that the
health and welfare of its citizens require additional
restrictions and requirements for high rise structures in
addition to the City of Zephyrhills adopted Building and
Fire Codes and State laws.

NOW, THEREFORE, BE IT RESOLVED, by the City of
Zephyrhills sitting in regular session that the following
shall be conditional requirements for high rise
structures (buildings over two stories or more and thirty
(30) feet in height); and the following additional
requirements shall apply for one through three story
buildings in height; where the adopted Building/Fire
Codes and State laws exceed the conditional requirements,
the more restrictive shall be followed.

I. Type III & VI construction shall not be used in
structures over two stories or thirty (30) feet in height
regardless of its occupancy classification.

II. Three Story Buildings - a maximum of 45 feet in
Height. Regardless of the type of construction or its
occupancy classification:

(a) No structure shall be more than two stories or
a maximum of 30 feet in height unless the Zephyrhills
Fire Department has the manpower, apparatus, equipment,
water mains, and fire hydrants necessary to handle
emergencies in that particular structure(s).

(b) The buildings meets all the conditional
requirements for buildings three stories - a maximum of
45 feet in height.

III. Four and Five Story Buildings - a maximum of 60 - 75 feet in height. Regardless of the type of construction or its occupancy classification:

(a) No structure shall be more than five stories - a maximum of 75 feet in height.

(b) Four and five story buildings can be permitted if the Zephyrhills Fire Department has the manpower, apparatus, equipment, water mains, and fire hydrants necessary to handle emergencies in that particular structure(s).

(c) The Building meets all the conditional requirements for buildings more than three stories.

IV. Conditional Requirements for Buildings Three Stories - maximum of 45 feet in height.

(1) Full Automatic Sprinkler System as per NFPA 13 or NFPA 13D & SBC.

(a) Exception - Buildings three stories and a maximum of 45 feet in height without interior halls or corridors or stairs may be exempt from required sprinkler protection if the guest areas, residential units, work units, and office units have direct access to an exterior non-combustible balcony or exit way that has a minimum of two separate and remote exterior non-combustible stairs that lead safely to the ground.

(b) Exception - Sprinkler heads may be omitted from hazard areas when the hazard of water would create a greater hazard than the hazard protected. These areas shall be protected by Smoke/Heat Detectors and/or by suppression systems other than sprinkler heads.

(c) Exception - In Group R - Residential, sprinklers may be omitted in closets 24 square feet or less and in bathrooms 55 square feet or less.

2. Smoke Detectors - Single Station.

(a) All buildings regardless of the type of construction or occupancy classification one through three stories, not required to have an automatic fire alarm system, shall have single station smoke/heat detectors in all units.

(b) One every 30 feet of all hallways and corridors or a part thereof.

(c) In every hazard area and unoccupied storage areas.

(d) SBC - Group R.- Residential occupancies shall have smoke detectors for the deaf and hearing impaired in multiple dwellings located in guest and living units and in halls and corridors.

3. Standpipe - Wet.

(a) In all three story buildings with interior halls, corridors, or stairs and in three story buildings exempt from required automatic sprinklers that have any single floor gross area of more than 3,000 square feet shall have wet standpipe system as per NFPA 14.

(b) In three story buildings where full automatic sprinklers are required, a Class I or Class III system shall be installed and the sprinkler and standpipe system may be combined.

(c) In three story buildings that are not required to have full automatic sprinkler protection, a Class III system shall in installed.

4. Types of Construction.

(a) Three story buildings that have full automatic sprinklers shall be of Type I, Type II, Type IV, or Type V construction. Three story buildings that are not fully protected by automatic sprinklers shall be of Type I, Type II, or Type IV construction.

5. Elevators - Firemen Service.

(a) All three story buildings with interior halls, corridors, or stairs shall have at least one elevator with full firemen emergency service.

6. Stairs & Stairwells.

(a) All three story buildings with interior stairs and stairwells, the stairs and stairwells shall be of non-combustible construction.

(b) The stairwell enclosure shall be of a minimum of two hour fire rated.

(c) Doors from stairs on each floor will be a minimum of "B" (1-1/2 hour) rated with automatic closers.

7. Conditional Requirements for Buildings

Four Story Buildings - a maximum of 60 feet in height and Five Story Buildings - a maximum of 75 feet in height.

1. The Zephyrhills Fire Department shall have, or pending delivery of, an aerial apparatus with a minimum of 75 feet of verticle reach and the necessary manpower to man it before a four or five story building can be permitted.

2. Four story buildings shall be Type I, Type II, or Type IV protected construction regardless of its occupancy classification.

3. Five story buildings shall be Type I or Type II construction regardless of its classification.

4. All four and five story buildings shall have full automatic sprinkler system as per NFPA 13 with the exceptions listed in IV, 1 (b) & (c).

5. Standpipe System - Wet.

(a) All four and five story buildings shall have a wet standpipe system as per NFPA 14 and the SBC.

(b) Standpipe Systems shall be either Class I or Class III and the Sprinkler and Standpipe may be combined.

6. Automatic Fire Alarm; Supression System; Smoke/Heat Detectors; Manual Pull Stations; and Visual Alarms.

(a) All four and five story buildings shall have an automatic fire alarm system.

(b) Smoke/Heat Detectors shall be located in each unit, each guest and living unit, each hazard area, each unoccupied storage area, and one for each 30 feet of hallways and corridors or a part thereof.

(c) The automatic fire alarm, smoke/heat detectors, manual pull stations, sprinkler systems and other types of supression systems shall be tied into a central system that when any part of the central system is activated, it will sound an audible alarm in every portion of the building and visual fire alarms will indicate an emergency in all halls, corridors, and in all guest and living units to notify the deaf and hearing impaired.

(d) The central fire alarm system shall be tied into an annunciator panel located in an area that would be a normal entrance to the building by firefighters.

(e) All parts of the central system shall be installed and maintained as per the NFPA number that pertains to that part and requirements of the SBC.

7. Elevators & Firemen Service.

(a) All four and five story buildings shall have at least one elevator with full firemen service.

(b) Section 506.6 of the SBC shall apply to elevators in four and five story buildings.

8. Stairs and Stairwells.

(a) All four and five story buildings of Group B - Business, Group M - Merchantile, and Group R -

Residential shall have smoke proof enclosures as per SB 1104.5.

(b) All other four and five story buildings shall comply with Section IV - 6a, 6b and 6c; stairs shall also have automatic sprinkler protection.

9. Smoke Control. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.5.

10. Standby Power and Light. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.7.

11. Exits - Doors Locking. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.8 (a).

This Resolution shall become effective March 25, 1985, and shall remain in full effect and force until modified by Resolution or Ordinance.

ATTEST: *Louis E. Holt*
CITY MANAGER

Stanley Zachowski
PRESIDENT OF CITY COUNCIL

Robert Johnson
MAYOR

BUSINESS ITEMS/PUBLIC HEARING 3.2

First Reading **RESOLUTION NO. 791-22 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE R4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 35-25-21-0010-04400-0000; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Resolution No. 791-22 on the First Reading

Issue:

Application for a Conditional Use to exceed the height limitations of the Zoning District (R4 - 2 story/30 feet) submitted by CBD Real Estate Investment, LLC for 4-story Apartments at 7521 Wire Road (Parcel/Tax ID No. 35-25-21-0010-04400-0000)

Background:

The applicants are proposing construction of 4-story buildings on 12.0 acres of real property generally located at the NW corner of Pretty Pond and Wire Roads (parcel no. 35-25-21-0010-04400-0000). The current zoning of the subject property permits a density of up to 20 dwelling units per acre. The applicants are proposing around 240 units at a density of about 20 units per acre.

The Land Development Code, Section 4.01.01.04 allows for mid-rise structures (between 3 and 5 stories, inclusive) to be considered as a conditional use, subject to the following:

- (1) Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet.
- (2) Compliance with Resolution #147 is required.
- (3) In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.

The Site Plan Review Committee recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regular monthly meeting on January 18, 2022.

The Planning Commission recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regular monthly meeting on February 15, 2022.

Attachment(s):

- 1. Resolution 791-22 Conditional Use Pretty Pond Apartments

2. USE-0006-21_Pretty Pond Apartments
3. Pretty Pond_Location Map (2)
4. Concept - Pretty Pond Apartments - Bldg Setbacks
5. Conceptual View from the N
6. Conceptual View from the S
7. Conceptual View from the E
8. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height (2)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval

RESOLUTION NO. 791-22

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS RELATED TO HEIGHT; APPROVING A CONDITIONAL USE TO EXCEED THE HEIGHT LIMITATIONS OF THE R4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 35-25-21-0010-04400-0000; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application was filed by Pretty Pond Investors, LLC for a conditional use to exceed the height limitations of the R4 (Multi-Family Residential) zoning district to allow four-story, mid-rise buildings to be located on approximately 12.0 acres of real property generally located at the northwest corner of Pretty Pond Road and Wire Road with the parcel ID no. 35-25-21-0010-04400-0000; and

WHEREAS, the subject property zoning is R4 (Multi-Family Residential) which allows up to 20 units per gross acre of land and a maximum height of two stories; and

WHEREAS, the City of Zephyrhills Land Development Code, Subsection 7.01.01.04 allows for heights in excess of the maximum established for the zoning district to be considered as a conditional use in accordance with the following:

1. Mid-rise structures (between three and five stories inclusive) may be erected if all applicable requirements of resolution #147 are met;
2. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each additional two feet of building height above 30 feet; and
3. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.

WHEREAS, the application for a conditional use to exceed the height limitations of the zoning district has been found to be in compliance with the requirements of Subsection 7.01.01.04 and the standards of a conditional use outlined in Part 11.10.00 of the City of Zephyrhills Land Development Code; and

WHEREAS, the granting of the conditional use shall be subject to the following:

1. The holder of a conditional use permit shall be authorized to utilize the site or location of the use only in a manner specified in the written approval and conditions specified therein. Any substantial expansion, alteration or change in the conditional use authorized by the written approval must be reviewed by City Council in the same manner in which the original conditional use was reviewed.
2. An expansion, alteration or change of a conditional use shall be deemed to exist where a substantial modification of the standards provided for in number 1 above results from activity associated with the conditional use or a substantial change of circumstances or conditions arise.
3. The conditions and stipulations shall become part of the written approval and must followed by the applicant or any successor in interest.
4. The conditional use shall run with the subject property.
5. The conditional use shall obtain an approved site development plan and all necessary permits from the City of Zephyrhills or other jurisdictional entity, and shall pay all related impact fees.
6. The applicant shall be permitted to construct multi-family apartment buildings to a height not exceeding four stories in accordance with the standards of Subsection 7.01.01.04 and Part 11.10.00 of the City of Zephyrhills Land Development Code pertaining to mid-rise structures, with the following conditions:
 - a. Design and construction of turn lane(s) at the entrances on Wire Road and Pretty Pond Road shall be required.
 - b. Contribution to the design and construction of improvements to the Wire Road and Pretty Pond Road intersection. The terms of this condition shall be outlined in a mutually agreed upon Developer's Agreement. The conditional use is subject to the applicant and the City of Zephyrhills successfully executing an agreed upon Developer's Agreement.
 - c. Installation and maintenance of perimeter screening and buffering enhancements as determined by the Planning Department.

7. The applicant shall construct mid-rise apartment buildings in accordance with the City of Zephyrhills Land Development Code, Building Code, and any applicable codes, ordinances and policies adopted by the city.

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

- Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.
- Section 2. The application to exceed the height limitations of the R4 zoning district for the construction of mid-rise buildings, not to exceed a height of four stories, on property with the parcel ID no. 35-25-21-0010-04400-0000 is hereby approved.
- Section 3. The conditional use is approved for the benefit of the applicant and the applicant's successors and/or assigns and for the use as specified within the application only, subject to the conditions stated herein. The character and benefit of this conditional use shall not change but may be transferred without City Council approval by resolution.
- Section 4. The City Council does hereby expressly find that the provisions of this resolution are in conformity with the Comprehensive Plan of the City of Zephyrhills, as amended.

This Resolution No. 791-22 shall run with the subject property and shall inure to the benefit of and be binding upon Pretty Pond Investors, LLC, as owner, and its successors and assigns. All references to "applicant" herein shall mean Pretty Pond Investors, LLC and its successors and assigns.

The foregoing Resolution No. 791-22 was read and passed, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, FL, on this 28th day of March, 2022.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Resolution No. 791-22 was approved by me this 28th day of March, 2022.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney



STAFF REPORT

To: City Council
From: Audrey McGuire, Historic Preservation Specialist & Community Planner
RE: USE-0006-21_Conditional Use (Pretty Pond Apartments)
Date: March 9, 2022

1. BACKGROUND & INFORMATION

Application for a conditional use submitted by RealSource (Steven Moreira) to exceed the height limitations of the R4 (Multi-Family Residential) zoning districts for the proposed construction of 4-story buildings on 12.0 acres of real property at the corner of Wire and Pretty Pond Roads.

APPLICANT:	Real Source (Steven Moreira) 2089 E Fort Union Blvd, Salt Lake City, UT 84121
PROPERTY OWNER:	Pretty Pond Investors, LLC (CBD Real Estate Investment, LLC) PO Box 470176, Celebration, FL 34747
LOCATION:	Generally located at the NW corner of Pretty Ponds and Wire Roads
PARCEL TAX ID #:	35-25-21-0010-04400-0000
ACREAGE:	12.0 Acres MOL
CURRENT LAND USE:	Vacant/Undeveloped
FLU CLASSIFICATION:	RU (Residential Urban, 7.5 to 20 du/ga)
ZONING DESIGNATION:	R4 (Multi-Family Residential, Max. 20 du/ga)
PROPOSED DENSITY:	240 Units (approximately 20 du/ga)

2. DATA & ANALYSIS

Height Regulations (LDC Subsection 7.01.01.04) Applicants are requesting to exceed the 2-story (30-foot) height limitation of the R4 zoning district to construct 4-story apartment buildings. A 4-story building falls under the classification of a "mid-rise structure," defined by the Land Development Code (LDC), Subsection 7.01.01.04 as buildings of 3 to 5 stories inclusive. Mid-rise structures may be permitted, exceeding the height limitations of a zoning district, as a conditional use, subject to the following:

- A. Mid-rise structures, when permitted, may be erected to a height not exceeding 75 feet if the building is set back from each setback line at least one additional foot for each 2 feet of building height above 30 feet.
- *The minimum setback of the R4 zoning district is 30 feet in the front, 10 feet on the sides and 15 feet in the rear. The conceptual site plan provided by the applicants (see Attachment) shows a building height of 50 feet which would require setbacks to be increased by an additional 10 feet on all sides. The proposed concept plan shows a building setback far exceeding these minimum requirements.*
- B. In no case shall a structure exceed the height limitations determined to protect the approach and clear air zones established for the Zephyrhills Municipal Airport, as currently adopted or subsequently amended.
- *All applicants for site development / construction plan approvals and permits are required by City Ordinance to complete the FAA's online notice criteria tool. Verification from the FAA that a project is not of concern or a possible obstruction is required to be provided to the city prior to the issuance of any permits. Should a project be determined to be of concern, the FAA will require an extended review process on their end. The subject 4-story buildings proposed in this application for conditional use are not expected to be of concern.*
- C. Compliance with Resolution # 147 (attached) is required.
- *City Resolution No. 147 primarily pertains to the allowance of mid-rise structures and additional conditions related to the Fire Department. All plans shall meet the adopted building code and fire code standards, as well as any additional standards which may be required by Pasco County Fire Rescue.*

Conditional Use Requirements (LDC Part 11.10.00)

- A. The proposed conditional use will not adversely affect or contribute to the deterioration of life or property values in the immediate neighborhood.
- *It is not anticipated the construction of 4-story mid-rise structures would adversely affect or contribute to the deterioration of quality of life or property values in the neighborhood. The applicant's response to this question is that the project will be designed to prevent adverse impacts and avoid deterioration of quality of life or property values in the immediate neighborhood. The applicants will be required to meet minimum site design standards and enhanced standards can be required for landscaping, buffering and screening to reduce any potential impact.*
- B. The proposed conditional use is consistent with the character of and existing land use patterns in the surrounding area.
- *The proposed multi-family use is consistent with the current Future Land Use and Zoning Designations in the surrounding area. Similar mid-rise structures (between 3 and 5 stories inclusive) in the area consist of the American House to the west (3-story complex on a hill), Zephyr Commons Apartments (an approved 4-story complex, permits pending) to the west and the Grand Reserve Apartments (3-story complex on a hill) further south on Wire Road. The applicants have provided conceptual renderings of the proposed 4-story buildings in relation to existing development and topography in the area.*

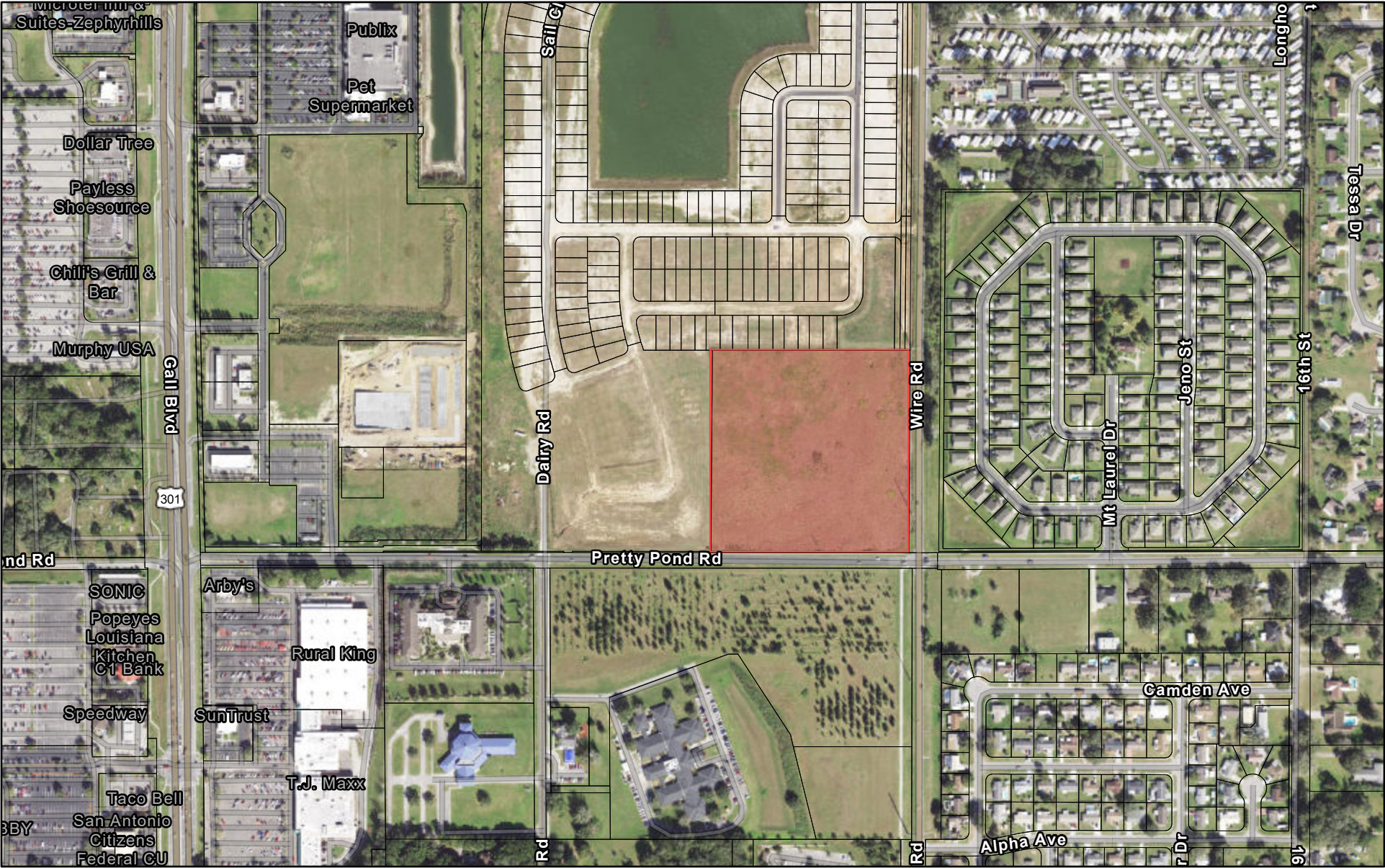
- C. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.
- *The City requires traffic studies to be submitted at the time of site development plan review. The applicants will be required to submit a traffic study along with their site development plans which will determine any anticipated roadway and intersection improvements required as a result of the project.*
- D. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.
- *APPLICANT'S RESPONSE: With a master drainage system, adequate soils and 2 roads for access, the site has adequate drainage, access, ingress and egress, off-street parking and loading areas.*
 - *The concept for the project shows 2 points of access into the project site (one located on Wire Road, the other on Pretty Pond Road) and is showing 480 parking spaces (2 parking space per dwelling unit), meeting the minimum parking requirements of the LDC for residential uses. The subject property is located within the Basin of Special Concern and drainage plans and study will be reviewed by the city's consultants at the time of site development plan review.*
- E. The site upon which the proposed conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.
- *Perimeter buffer and screening standards of the LDC will be required on all perimeters and around mechanical systems and dumpster enclosures. Interior and parking lot landscaping, as well as landscaping along retention areas, will also be required to prevent interference with the enjoyment of surrounding areas.*
- F. The proposed site meets applicable requirements of the zoning district in which it is located.
- *The subject site is approximately 12.0 acres, exceeding the minimum lot area requirements of 6,000 square feet for the R4 zoning district. The proposed density of approximately 20 units per acre (240 total units) is consistent with the maximum allowed density of the zoning district. All other zoning district regulations of the LDC will be applicable and assessed at the time of site development plan review.*
- G. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.
- *Proposed signage shall be consistent with the city's standards as outlined in the LDC Article VIII at the time of permitting. Parking lot and pedestrian lighting shall be designed not to spill onto adjacent roadways or properties, and will be approved at the time of site development plan review, if consistent with LDC minimum requirements.*
- H. The proposed conditional use will not interfere with or adversely affect the health, safety or welfare of the surrounding community area.
- *There is no indication that the proposed conditional use to exceed the height limitations of the zoning district will negatively impact the health, safety or welfare of the surrounding community.*

3. RECOMMENDATION

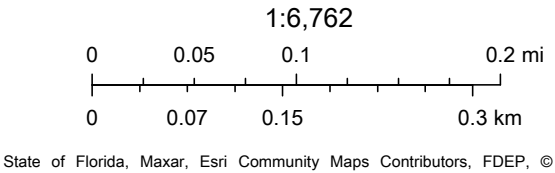
Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regularly scheduled monthly meeting on January 1, 2022.

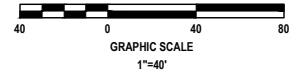
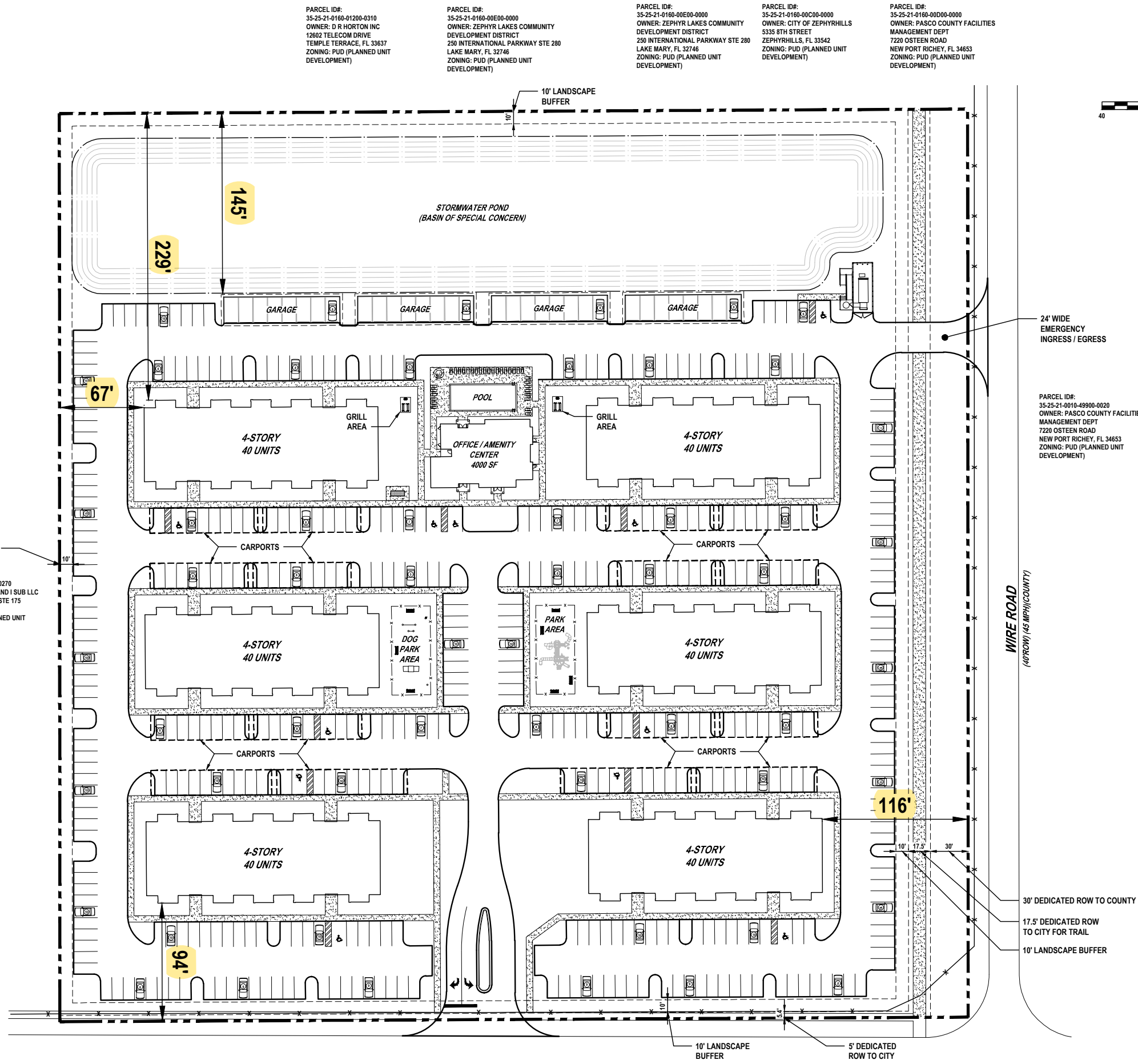
Planning Commission – The Planning Commission recommended approval of the conditional use at its regularly scheduled meeting on February 15, 2022.

Zephyrhills



2/10/2022





1. PROPERTY INFORMATION	
FUTURE LAND USE (FLU)	RESIDENTIAL
ZONING (w/ OVERLAY)	R-4 (MULTI-FAMILY RESIDENTIAL)
FLOODZONE	X
BUILDING USES	APARTMENTS

2. REQUIRED LOT SETBACKS			
	BUILDING	FEET	BUFFER
PRETTY POND (FRONT)	30'	FEET	10'
WIRE (FRONT)	30'	FEET	10'
NORTH (SIDE)	10'	FEET	10'
WEST (SIDE)	10'	FEET	10'
PROVIDED LOT SETBACKS			
	BUILDING	FEET	BUFFER
PRETTY POND (FRONT)	30'	FEET	10'
WIRE (FRONT)	30'	FEET	10'
NORTH (SIDE)	10'	FEET	10'
WEST (SIDE)	10'	FEET	10'
INTERNAL BUILDING SETBACKS			
BUILDING WALL	MIN. DIST.	REQ.	
FRONT	15'	FROM BACK OF CURB	
REAR	20'	FROM INTERIOR ROAD	
	15'	FROM ROAD/PARKING	
SIDE	10'	FROM AMENITY EDGE	
	10'	FROM STORM POND	

3. DIMENSIONAL REQUIREMENTS		
	REQ.	PROV.
MAX. BUILDING HEIGHT	35'	50'
MAX. UNITS PER ACRE	20	20
MAX. LOT IMPERVIOUS	75%	75%
MIN. LOT OPEN SPACE	25%	25%
MIN. LOT WIDTH	N/A	N/A
MIN. FLOOR AREA	N/A	N/A

TOTAL AMOUNT OF LOTS ALLOWABLE	240
--------------------------------	-----

4. PROPOSED SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING AREA	75,232	1.727	14.4%
ASPHALT	182,141	4.181	34.8%
CONCRETE	23,084	0.530	4.4%
WET POND	0.000		
GREEN SPACE	242,273	5.562	46.3%
TOTAL SITE	522,729	12.000	100.0%
TOTAL IMPERVIOUS	280,457	5.908	49.2%
TOTAL OPEN SPACE	242,273	6.092	50.8%

EXISTING SITE COVERAGE			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING AREA IMP.	0	0.000	
DRIVEWAYS/ROADS	0	0.000	
WETLANDS	23,084	0.530	4.4%
WET POND	10,480	0.239	2.0%
GREEN SPACE	499,646	11.470	95.6%
TOTAL SITE	522,729	12.000	100.0%
TOTAL IMPERVIOUS*	0	0.000	
TOTAL OPEN SPACE	522,729	12.000	100.0%

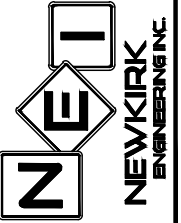
5. PARKING REQUIREMENTS				
BUILDING USE	A. SF/UNITS	B. SPACES	C. PER SF	D. REQ. SPACES
RESIDENTIAL	240	2	1	480
TOTAL REQUIRED SPACES				480

SPECIALTY PARKING REQUIREMENTS		REQ. SPACES
ADA SPACES		9

PROVIDED PARKING		
	%	PROV. SPACES
STANDARD SPACES	91.3%	438
ADA SPACES	2.1%	10
GARAGE SPACES	6.7%	32
TOTAL PROVIDED SPACES		480

REVISIONS	
DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 2600384
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Civil Engineering
Transportation, CEI &
Landscape Architecture



OVERALL DEVELOPMENT PLAN
SUMMIT APARTMENTS
PRETTY POND ROAD
ZEPHYRHILLS, FL 33540

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No: 2021-308
DATE: FEBRUARY 2022
DESIGN BY: CAB
DRAWN BY: DAB
CHECKED BY: HHN

SCALE: 1"=50'

DRAWING NUMBER

6



Conceptual View from the South





A RESOLUTION OF THE CITY OF ZEPHYRHILLS ESTABLISHING
CONDITIONAL REQUIREMENTS FOR BUILDINGS OVER TWO
STORIES IN HEIGHT OR MORE THAN THIRTY (30) FEET IN
HEIGHT.

WHEREAS, the City of Zephyrhills owns and operates a
Municipal Fire Department, and

WHEREAS, the City of Zephyrhills recognizes that the
health and welfare of its citizens require additional
restrictions and requirements for high rise structures in
addition to the City of Zephyrhills adopted Building and
Fire Codes and State laws.

NOW, THEREFORE, BE IT RESOLVED, by the City of
Zephyrhills sitting in regular session that the following
shall be conditional requirements for high rise
structures (buildings over two stories or more and thirty
(30) feet in height); and the following additional
requirements shall apply for one through three story
buildings in height; where the adopted Building/Fire
Codes and State laws exceed the conditional requirements,
the more restrictive shall be followed.

I. Type III & VI construction shall not be used in
structures over two stories or thirty (30) feet in height
regardless of its occupancy classification.

II. Three Story Buildings - a maximum of 45 feet in
Height. Regardless of the type of construction or its
occupancy classification:

(a) No structure shall be more than two stories or
a maximum of 30 feet in height unless the Zephyrhills
Fire Department has the manpower, apparatus, equipment,
water mains, and fire hydrants necessary to handle
emergencies in that particular structure(s).

(b) The buildings meets all the conditional
requirements for buildings three stories - a maximum of
45 feet in height.

III. Four and Five Story Buildings - a maximum of 60 - 75 feet in height. Regardless of the type of construction or its occupancy classification:

(a) No structure shall be more than five stories - a maximum of 75 feet in height.

(b) Four and five story buildings can be permitted if the Zephyrhills Fire Department has the manpower, apparatus, equipment, water mains, and fire hydrants necessary to handle emergencies in that particular structure(s).

(c) The Building meets all the conditional requirements for buildings more than three stories.

IV. Conditional Requirements for Buildings Three Stories - maximum of 45 feet in height.

(1) Full Automatic Sprinkler System as per NFPA 13 or NFPA 13D & SBC.

(a) Exception - Buildings three stories and a maximum of 45 feet in height without interior halls or corridors or stairs may be exempt from required sprinkler protection if the guest areas, residential units, work units, and office units have direct access to an exterior non-combustible balcony or exit way that has a minimum of two separate and remote exterior non-combustible stairs that lead safely to the ground.

(b) Exception - Sprinkler heads may be omitted from hazard areas when the hazard of water would create a greater hazard than the hazard protected. These areas shall be protected by Smoke/Heat Detectors and/or by suppression systems other than sprinkler heads.

(c) Exception - In Group R - Residential, sprinklers may be omitted in closets 24 square feet or less and in bathrooms 55 square feet or less.

2. Smoke Detectors - Single Station.

(a) All buildings regardless of the type of construction or occupancy classification one through three stories, not required to have an automatic fire alarm system, shall have single station smoke/heat detectors in all units.

(b) One every 30 feet of all hallways and corridors or a part thereof.

(c) In every hazard area and unoccupied storage areas.

(d) SBC - Group R.- Residential occupancies shall have smoke detectors for the deaf and hearing impaired in multiple dwellings located in guest and living units and in halls and corridors.

3. Standpipe - Wet.

(a) In all three story buildings with interior halls, corridors, or stairs and in three story buildings exempt from required automatic sprinklers that have any single floor gross area of more than 3,000 square feet shall have wet standpipe system as per NFPA 14.

(b) In three story buildings where full automatic sprinklers are required, a Class I or Class III system shall be installed and the sprinkler and standpipe system may be combined.

(c) In three story buildings that are not required to have full automatic sprinkler protection, a Class III system shall be installed.

4. Types of Construction.

(a) Three story buildings that have full automatic sprinklers shall be of Type I, Type II, Type IV, or Type V construction. Three story buildings that are not fully protected by automatic sprinklers shall be of Type I, Type II, or Type IV construction.

5. Elevators - Firemen Service.

(a) All three story buildings with interior halls, corridors, or stairs shall have at least one elevator with full firemen emergency service.

6. Stairs & Stairwells.

(a) All three story buildings with interior stairs and stairwells, the stairs and stairwells shall be of non-combustible construction.

(b) The stairwell enclosure shall be of a minimum of two hour fire rated.

(c) Doors from stairs on each floor will be a minimum of "B" (1-1/2 hour) rated with automatic closers.

7. Conditional Requirements for Buildings

Four Story Buildings - a maximum of 60 feet in height and Five Story Buildings - a maximum of 75 feet in height.

1. The Zephyrhills Fire Department shall have, or pending delivery of, an aerial apparatus with a minimum of 75 feet of verticle reach and the necessary manpower to man it before a four or five story building can be permitted.

2. Four story buildings shall be Type I, Type II, or Type IV protected construction regardless of its occupancy classification.

3. Five story buildings shall be Type I or Type II construction regardless of its classification.

4. All four and five story buildings shall have full automatic sprinkler system as per NFPA 13 with the exceptions listed in IV, 1 (b) & (c).

5. Standpipe System - Wet.

(a) All four and five story buildings shall have a wet standpipe system as per NFPA 14 and the SBC.

(b) Standpipe Systems shall be either Class I or Class III and the Sprinkler and Standpipe may be combined.

6. Automatic Fire Alarm; Supression System; Smoke/Heat Detectors; Manual Pull Stations; and Visual Alarms.

(a) All four and five story buildings shall have an automatic fire alarm system.

(b) Smoke/Heat Detectors shall be located in each unit, each guest and living unit, each hazard area, each unoccupied storage area, and one for each 30 feet of hallways and corridors or a part thereof.

(c) The automatic fire alarm, smoke/heat detectors, manual pull stations, sprinkler systems and other types of supression systems shall be tied into a central system that when any part of the central system is activated, it will sound an audible alarm in every portion of the building and visual fire alarms will indicate an emergency in all halls, corridors, and in all guest and living units to notify the deaf and hearing impaired.

(d) The central fire alarm system shall be tied into an annunciator panel located in an area that would be a normal entrance to the building by firefighters.

(e) All parts of the central system shall be installed and maintained as per the NFPA number that pertains to that part and requirements of the SBC.

7. Elevators & Firemen Service.

(a) All four and five story buildings shall have at least one elevator with full firemen service.

(b) Section 506.6 of the SBC shall apply to elevators in four and five story buildings.

8. Stairs and Stairwells.

(a) All four and five story buildings of Group B - Business, Group M - Merchantile, and Group R -

Residential shall have smoke proof enclosures as per SB 1104.5.

(b) All other four and five story buildings shall comply with Section IV - 6a, 6b and 6c; stairs shall also have automatic sprinkler protection.

9. Smoke Control. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.5.

10. Standby Power and Light. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.7.

11. Exits - Doors Locking. All four and five story buildings regardless of the occupancy classification or square footage shall comply with the SBC 506.8 (a).

This Resolution shall become effective March 25, 1985, and shall remain in full effect and force until modified by Resolution or Ordinance.

ATTEST: *Louis E. Holt*
CITY MANAGER

Stanley Zachowski
PRESIDENT OF CITY COUNCIL

Robert Johnson
MAYOR



City of Zephyrhills

Planning Commission & City Council Joint Workshop

Council Chambers – City Hall | 5335 8th Street, Zephyrhills, FL 33542

Monday, March 7, 2022 | 6:00 PM

- MINUTES-

I. CALL TO ORDER

A Special Joint Workshop meeting between the City Council and Planning Commission was called to order by Mayor Whitfield on Monday, March 7, 2022 at 6:01 PM.

II. ROLL CALL

City Council Members Present: Lance Smith, Kenneth Burgess, Charlie Proctor, Jodie Wilkeson (arrived at 6:03 PM) and Alan Knight (arrived at 6:36 PM).

City Attorney Matthew Maggard was present.

Planning Commissioners Present: Mayor Gene Whitfield; Kevin Bahr; Beth Aker; Tracy Sullivan; Christian Ryman; and Dave Armstrong. Craig Cornelison was absent.

Staff Present: William Poe, City Manager; Todd Vande Berg, Planning Director; John Bostic, Utilities Director; Rodney Corriveau, Senior Planner; Audrey McGuire, Historic Preservation Specialist/Community Planner; Kevin Kelley, GIS Specialist; Lori Hillman, City Clerk

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. WORKSHOP ITEMS

Todd Vande Berg, Planning Director and the city's consultant, Tammy Vrana, began the work shop presentation discussing importance of growth management, the city's comprehensive plan, and current development trends and pressures in Zephyrhills.

The Planning Director and John Bostic, Utilities Director presented recent concerns with the city's potable water supply. Staff discussed the city's current Water Use Permit (WUP) with the Southwest Florida Water Management District (SWFWMD) stating that the current WUP provides allows for usage of 3,308,400 average gallons per day. The city's average usage in 2021 was 2,503,869, leaving an estimated 804,531 average gallons per day of available potable water usage under the current WUP, which extends until the year 2040. Staff noted that the city is growing at a rapid pace, and with the number of residential projects with an approved site development plan or master plan, and the estimated number of future residential projects, the city could reach capacity of the WUP prior to the year 2040. Staff also noted that the future project estimates did not include non-residential projects. Staff, the Planning Commission and City Council members expressed concern with the potable water usage and the existing permit. Staff provided possible alternatives to be considered moving forward.

The Planning Director continued discussions with the Planning Commission and City Council concerning transportation. Discussion focused on current and future roadway projects, current issues, and possible policy changes at the city level.

The Planning Director continued discussions with issues related to height, and applications being seen for buildings between 3 and 5 stories in the city. Staff, the Planning Commission and City Council members discussed the differences between residential and non-residential projects coming in, potential issues, and future policy changes.

VI. ADJOURN

Mayor Gene Whitfield adjourned the meeting at 8:05 PM



PROCLAMATION

WHEREAS, Mary Cypert, 104, was born March 27, 1918 in Providence, Kentucky to James and Beulah Cochran and was one of one of two children; and

WHEREAS, Mary was married twice, worked at Sears, as a bookkeeper, was involved with her church, and at 93 was a full caregiver for an elderly woman she met in church; and

WHEREAS, Mary enjoys playing the organ and piano, walking, crocheting, and spending time with her family; and

WHEREAS, it is with honor and gratitude for the Zephyrhills Community to recognize Mary Cypert on the occasion of her 104th birthday and the many accomplishments of her life, including raising two children, 17 grandchildren, 15 great grandchildren; and

WHEREAS, Mary has seen in her life, 20 presidents, 6 major wars, the start of automobile manufacturing, the great depression, the beginning of passenger air flight, space flight, men on the moon, computers, cell phones, and thousands of other inventions; and

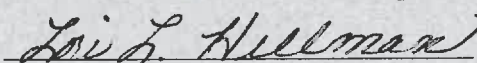
WHEREAS, Mary brings joy and a smile that lights up any room and is loved by everyone. Staff at Rosecastle of Zephyrhills are blessed to call Mary family; and

NOW, THEREFORE, I, Gene Whitfield, Mayor of the City of Zephyrhills, along with the members of the City Council and fellow residents of the community, proclaim March 27, 2021, a day to honor and congratulate Mary Cypert on her 104th birthday celebration.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 25th day of March, 2022.




Gene Whitfield, Mayor

Attest: 
Lori L. Hillman, City Clerk

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CITY OF ZEPHYRHILLS - ZEPHYRHILLS MUNICIPAL AIRPORT
ZEPHYRHILLS, FL**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of Zephyrhills - Zephyrhills Municipal Airport** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA-Flight Program Operations and **City of Zephyrhills - Zephyrhills Municipal Airport**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

- A. The purpose of this Agreement between the FAA and the Sponsor is to **provide a reconfiguration flight inspection of the PAPI on Rwy 01 at Zephyrhills Municipal Airport (KZPH) Zephyrhills, FL**. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

City of Zephyrhills - Zephyrhills Municipal Airport, Zephyrhills, FL

- B. The FAA will perform a reconfiguration flight inspection of the PAPI on Rwy 01 at Zephyrhills Municipal Airport (KZPH) Zephyrhills, FL.
- C. The Sponsor will perform the following activities:
1. Provide funding as estimated in Article 7.
 2. Upon signature and payment of agreement, contact Randall Peterson at 405-954-1602 or randall.w.peterson@faa.gov once the site is ready for inspection. You may also call the Oklahoma City Service Center if you have any questions at 405-954-9780.
- D. This agreement is in whole or in part funded with funding from an AIP grant ☐ Yes ☒ No. If Yes, the grant date is: N/A and the grant number is: N/A. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The FAA, Flight Program Operations, Program Support Group, will provide administrative oversight of this Agreement. Shelley Ochs is the Agreement Coordinator and liaison with the Sponsor and can be reached at 405-954-5757 or via email at shelley.d.ochs@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The FAA, Flight Program Operations, Flight Management Group will perform the scope of work included in this Agreement. Henry Frakes is the Manager, Flight Management Group and liaison with the Sponsor and can be reached at 405-954-3955 or via email at henry.frakes@faa.gov. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, Michele Mustin who can be reached at 405-954-7879 or via email at michele.d.mustin@faa.gov.

B. Sponsor:

Sponsor: City of Zephyrhills - Zephyrhills Municipal Airport
ATTN: Nathan Coleman, Airport Manager
Address: 5335 8th Street
 Zephyrhills, FL 33542-4312
Phone: 813-750-0030
E-mail: ncoleman@ci.zephyrhills.fl.us

ARTICLE 5. Non-Interference with Operations [RESERVED]

ARTICLE 6. Property Transfer [RESERVED]

ARTICLE 7. Estimated Costs

A. The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
LABOR	
NA	\$0
NON-LABOR	
Flight Inspection	\$6,457.50
Non-Labor Overhead (8%)	\$ 516.60
Total Non-Labor	\$6,974.10
TOTAL ESTIMATED COST	\$6,974.10

Detailed Estimate:

Flight Inspection Estimated Cost

	Type	Hours	Inspections	Estimated Cost
<i>Beech Rate \$2,583/hr</i>				
PAPI on Rwy 01 at KZPH	Reconfiguration	2.5	1	\$6,457.50
	8% Administrative Overhead			\$ 516.60
	Total Estimated Cost			\$6,974.10

- B. FAA reserves the right to determine which aircraft will be used for flight inspections. Flight hour rates will be adjusted automatically according to FAA Order 2500.36 (current edition), Application of Flight Hour Rates, or as approved by the Flight Program Executive. The estimate is based on rates in effect at the time this Agreement is signed.
- C. Estimated costs contained herein are for planning purposes only and can vary depending on the actual aircraft used, and actual flight hours expended to reach the facility and to accomplish the inspection. As required by regulation, the final bill submitted to the Sponsor will reflect actual hours and costs to Flight Program Operations.
- D. Sponsor will be notified of any necessary deviations or changes to the instrument flight procedure and agrees to negotiate with the FAA to resolve additional reimbursement issues exceeding 10% of the cost estimate, in accordance with Article 9.
- E. FAA flight inspection aircraft may be delayed from scheduled itineraries for unanticipated reasons such as a National Airspace System priority, weather, or unscheduled aircraft maintenance. FAA is not responsible for any additional cost the Sponsor may incur if an inspection must be rescheduled.

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section D of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send an electronic copy of the Agreement to the FAA Agreement Coordinator for FAA signature. The Sponsor will also send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts Team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of Zephyrhills - Zephyrhills Municipal Airport
Nathan Coleman, Airport Manager
5335 8th Street
Zephyrhills, FL 33542-4312
813-750-0030
ncoleman@ci.zephyrhills.fl.us

- D. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence [RESERVED]

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities; 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Each of which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security [RESERVED]

ARTICLE 21. Ensuring Adequate COVID Safety Protocols [RESERVED]

ARTICLE 22. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE

NAME Michele Mustin

TITLE Contracting Officer

DATE 3/22/2022

**CITY OF ZEPHYRHILLS -
ZEPHYRHILLS MUNICIPAL
AIRPORT**

SIGNATURE

NAME Nathan Coleman

TITLE Airport Manager

DATE 3/22/2022

W. R. G.
3/23/22