



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, May 23, 2022
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Jodi Wilkeson
Roll Call – City Clerk Lori Hillman
Invocation – Councilman Alan Knight
Pledge of Allegiance – Council President Jodi Wilkeson

1. UNFINISHED BUSINESS/PUBLIC HEARING

- 1.1 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. Exhibit A - Proposed Buffer
- 3. USE-0006-21_Pretty Pond Apartments
- 4. Pretty Pond_Location Map (2)
- 5. Concept - Summit Apts - 5.16.22
- 6. Conceptual View from the N
- 7. Conceptual View from the S

8. Conceptual View from the E
9. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height (2)
10. roundabout prop share SUMMIT APTS

2. CONSENT ITEMS

- 2.1 Approval of May 9, 2022 Regular Meeting Minutes
 1. M05-09-2022
- 2.2 Approval of May 9, 2022 Workshop Minutes
 1. M05-09-2022 Workshop
- 2.3 Award Bid No. 11-22-02 and Simons Road-Phase 2 Construction Agreement No. 25-22-03 to B.R.W. Contracting, Inc.
 1. Construction Agreement - Simons Rd Phase 2 (B.R.W. Contracting Inc.)
- 2.4 Request Approval to Extend Current Agreement No. 41-19-30-c with RCM Utilities
 1. 41-19-30c RCM Utilities - Water & Wastewater Misc. Construction_Maintenance Services
 2. RCM Approval
- 2.5 Request Approval to Extend Current Agreement No. 41-19-30-a with Killebrew Construction
 1. 41-19-30a Killebrew, Inc. - Water & Wastewater Misc. Construction_Maintenance Services
 2. Killebrew Approval
- 2.6 Approval of Planning Commission Board Members
 1. Thomas Vanater
 2. Christa Remington
 3. Randall Stovall

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Sarah Vande Berg Tennis Center Housing Developer's Agreement No. 41-22-01
First Reading **SVB Housing, LLC's Healthier Stay Planned Unit Development (PUD) consists of approximately 10.15 Acres MOL (Parcel No's. 04-26-21-0000-00200-0012 and 04-26-21-0000-00200-0011) and is generally located on the west side of Simons Road, north of Crestview Landing Way. Estimated Population Density of the Development is 6.8 persons per acre. Proposed uses include: a mix single-family and townhomes at 14.0 units per acre and a maximum height of 2 stories; a 32,235 sq. ft. dormitory building (29 units) with a maximum height of 3 stories; a +/- 22,500 sq. ft. mixed-use medical/office/residential building with a maximum height of 48 feet; and a +/-27,300 sq. ft. Indoor Multi-Purpose Recreation/Tennis Facility with a maximum height of 48 feet.**
 - A. Council President opens Public Hearing

- B. Council President closes Public Hearing
- C. City Council considers SVB Developer's Agreement No. 41-22-01 on the First Reading

- 1. DEVELOPMENT AGREEMENT SVB HOUSING FINAL 4.28.22
- 2. SVB Housing Location Map

4. FINANCE DIRECTOR'S REPORT

4.1 Presentation of 2021 Audit - Comprehensive Annual Financial Report

- 1. 2021_FINAL Audit Report CITY OF ZHILLS

4.2 **Berry Dunn McNeil & Parker, LLC Consulting Contract No. 37-22-06**

- 1. Agreement-BerryDunn 05182022

5. PLANNING DIRECTOR'S REPORT

5.1 **LDC AMENDMENT Section 7.09.16, Mini-Warehousing & Storage Units**

Amendment to the Land Development Code, Section 7.09.16 pertaining to supplemental standards for Mini-Warehouse and Self-Storage uses.

5.2 **RZ-0012-22_Application to Rezone**

Application submitted by North American Development Group (NADG) to rezone approximately 0.73 acres of real property generally located +/-238 feet east of the intersection of Kossick Rd. and US Hwy 301 on the north side of Kossick (Parcel/Tax ID No. 26.25.21.0130.00000.0130) from City PUD to City C2 (Community Commercial).

- 1. RZ-0012-22_Staff Report
- 2. 8.f.i Pasco County Parcel Map & Aerial (1)
- 3. 1.a. Lot 13 Rezoning report (1)

5.3 **ANX-0008-22 Heyl Trucking Annexation**

Application submitted by Heyl Truck Lines, Inc. for simultaneous review of a request for annexation, future land use map amendment, and rezoning of approximately 12.92 acres or real property, generally located at 4904 Kitty Hawk Dr. (Parcel/Tax ID No. 18.26.21.0010.01100.0000).

- 1. ANX-0008-22_Staff Report
- 2. Final Justification Report _ Heyl Trucking Lines
- 3. Kittyhawk Drive _ 2021 aerial
- 4. ANX-0008-22_Zoning Map
- 5. ANX-0008-22_FLU Map

6. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

7. NOTED ITEMS

7.1 COZ Depository Deposit Listing

1. Deposit Listing May 1 through May 18

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.**

UNFINISHED BUSINESS/PUBLIC HEARING 1.1

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 applicants have worked with staff to outline the following additional conditions, as outlined in the Resolution:

1. Developer shall be required to design, permit, and construct left turn lane(s) at the entrances on Wire Road and Pretty Pond Road prior to the issuance of the first residential certificate of occupancy for the multi-family apartment buildings on the subject property, subject to Developer's receipt of all necessary permits and approvals from the City and Pasco County, as applicable;

2. Prior to the issuance of the first residential certificate of occupancy for the multi-family apartment buildings on the subject property, Developer shall contribute the sum of \$187,500 towards the construction of the roundabout being designed, permitted and constructed by others at the intersection of Wire Road and Pretty Pond Road. Such contribution may be used for other improvements to such intersection as reasonably determined by the City. Such contribution represents a proportionate share contribution from the Developer towards the roundabout and, even though the contribution is towards the cost of an off-site improvement, Developer has agreed that such contribution is not impact fee creditable.
3. Developer shall install a Type B buffer with a fence along the south (Pretty Pond Road), east (Wire Road) and north boundaries, and a 10' Type A buffer along the west boundary with a fence; provided, however, if Developer can obtain a reduction of ten (10') or more in the right-of-way required for Wire Road from the City and/or Pasco County, Florida, as applicable, Developer shall install a Type B buffer along the west boundary with such fence. The Type B buffer along Pretty Pond Road and Wire Road shall also include the enhancements to such buffer as depicted on Exhibit "A" which shall include 3" caliper, mid-story trees every fifty feet (50') on center, four (4) understory trees (of 3" caliper) every one hundred feet (100'), a four foot (4') high screening shrub and a six foot (6') picket aluminum fence. The trees in the buffers along the west and north boundaries shall include shade trees of a 4" caliper and understory trees of a 3" caliper. Other buffer enhancements may be added along the 10' Type A buffer area along the west boundary as reasonably determined by the Developer and the Planning Department.
4. The multi-family apartment buildings shall contain hardy board (fiber cement board) exterior siding reasonably similar to the rendering Applicant provided to the City.

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. Exhibit A - Proposed Buffer
3. USE-0006-21_Pretty Pond Apartments
4. Pretty Pond_Location Map (2)
5. Concept - Summit Apts - 5.16.22
6. Conceptual View from the N
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8. Conceptual View from the E
9. 147-85 Conditional Requirements-Bldgs. Over 30 ft. in Height (2)
10. roundabout prop share SUMMIT APTS

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. Developer shall be required to design, permit and construct left turn lane(s) at the entrances on Wire Road and Pretty Pond Road prior to the issuance of the first residential certificate of occupancy for the multi-family apartment buildings on the subject property, subject to Developer's receipt of all necessary permits and approvals from the City and Pasco County, as applicable.
 - b. Prior to issuance of the first residential certificate of occupancy for the multi-family apartment buildings on the subject property, Developer shall contribute the sum of \$187,500.00 towards the construction of the roundabout being designed, permitted and constructed by others at the intersection of Wire Road and Pretty Pond Road. Such contribution may be used for other improvements to such intersection as reasonably determined by the City. Such contribution represents a proportionate share contribution from Developer towards the roundabout and, even

though the contribution is towards the cost of an off-site improvement, Developer has agreed that such contribution is not impact fee creditable.

- c. Developer shall install a Type B buffer with a fence along the south (Pretty Pond Road), east (Wire Road) and north boundaries, and a 10' Type A buffer along with west boundary with a fence; provided, however, if Developer can obtain a reduction of ten feet (10') or more in the right-of-way required for Wire Road from the City and/or Pasco County, Florida, as applicable, Developer shall install a Type B buffer along the west boundary with such fence. The Type B buffer along Pretty Pond Road and Wire Road shall also include the enhancements to such buffer as depicted on Exhibit "A," which shall include 3" caliper, mid-story trees every fifty feet (50') on center, four (4) understory trees (of 3" caliper) every one hundred feet (100'), a four foot (4') high screening shrub and a six foot (6') aluminum picket fence. The trees in the buffers along the west and north boundaries shall include shade trees of a 4" caliper and understory trees of a 3" caliper. Other buffer enhancements may be added along the 10' Type A buffer area along the west boundary as reasonably determined by Developer and the Planning Department.
 - d. The multi-family apartment buildings shall contain hardy board exterior siding reasonably similar to the rendering Applicant provided to the City.
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 23rd day of May, 2022.

Attest: _____
Lori L. Hillman, City Clerk

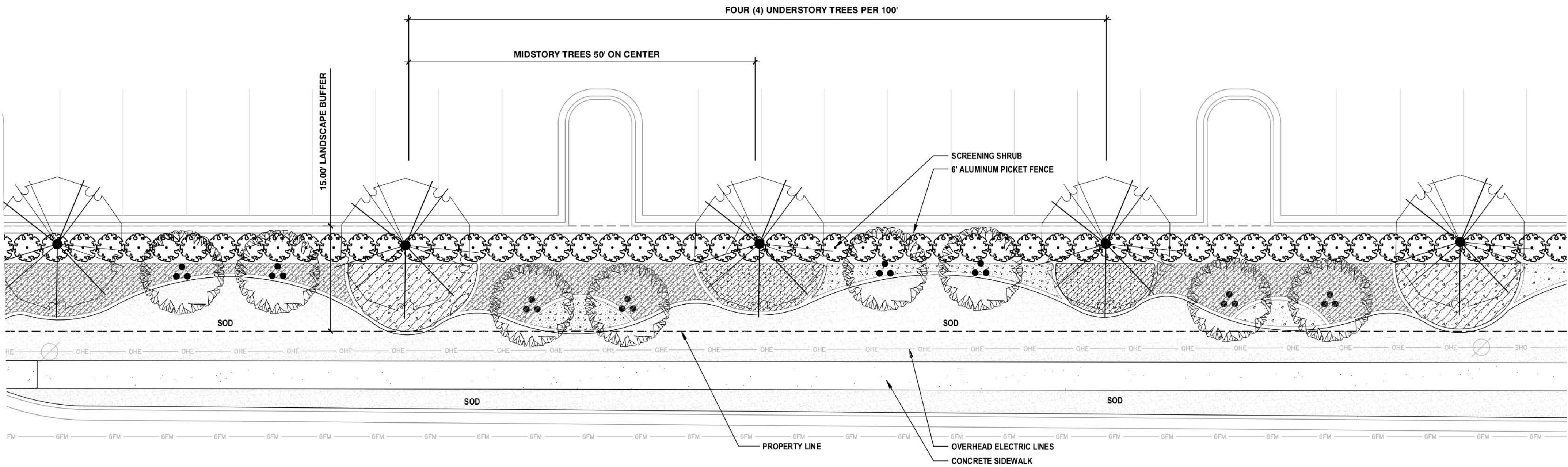
Jodi Wilkeson, Council President

The foregoing Resolution No. 791-22 was approved by me this 23rd day of May, 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



FRONT BUFFER CONCEPT PLAN

1"=10'-0"



FRONT BUFFER ELEVATION

1"=5'-0"



FRONT BUFFER CROSS SECTION

1"=5'-0"

PROPOSED BUFFER NOTES

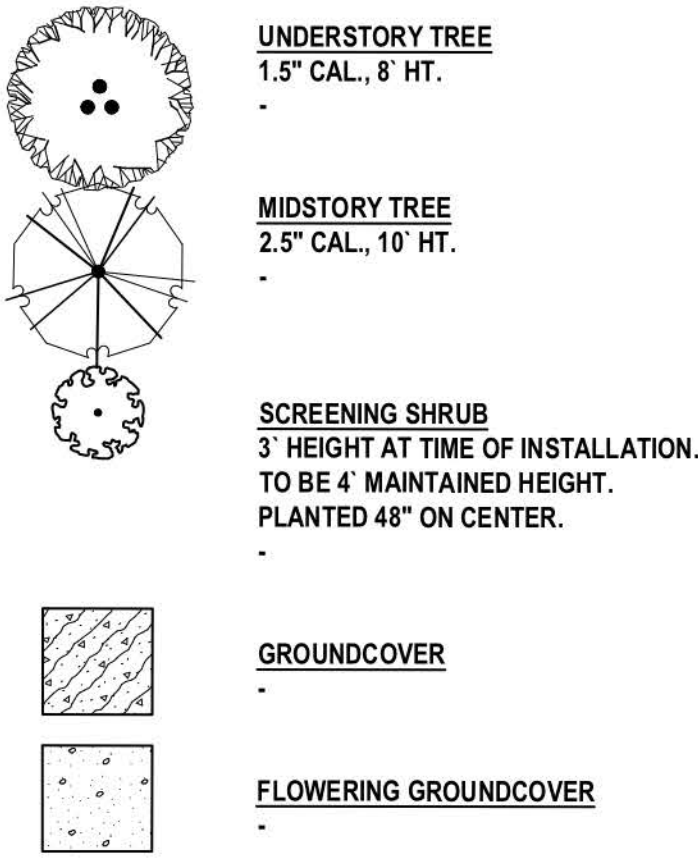
SHADE TREES ARE OMITTED FROM THE SOUTH AND EAST BUFFERS AS A RESULT OF CONFLICTS WITH OVERHEAD POWERLINES. IN THESE BUFFERS, MIDSTORY TREES HAVE BEEN SUBSTITUTED FOR SHADE TREES. MIDSTORY TREES SHOULD NOT REACH MORE THAN 40' HEIGHT OR 30' SPREAD AT MATURITY.

SOUTH AND EAST BUFFER ADJACENT TO RIGHT OF WAYS (FRONT BUFFER)
ONE (1) MIDSTORY TREE EVERY 50' ON CENTER AND A MINIMUM OF 15' FROM OVERHEAD ELECTRIC LINES. FOUR (4) UNDERSTORY TREES EVERY 100'. FOUR (4) HEIGHT SCREENING SHRUB AND SIX (6) HT. ALUMINUM FENCE PROVIDED. MINIMUM OF 50% OF BUFFER AREA TO BE PLANTED WITH SHRUBS OR GROUNDCOVER. THE REMAINDER MAY BE SOD.

NORTH BUFFER
15' WIDTH, TYPE 'B' BUFFER PER L.D.C.

WEST BUFFER
10' WIDTH, TYPE 'A' BUFFER PER L.D.C.

CONCEPT PLANT SCHEDULE



REVISIONS

DATE	DESCRIPTION

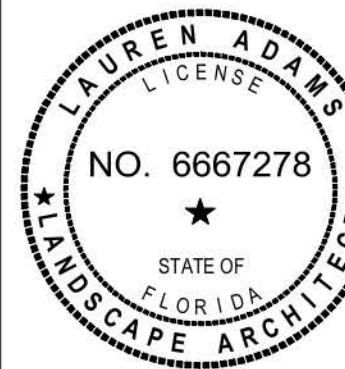
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.newkirk-engineering.com
C.A. # 30209
L.C. # 2600084
C 2013
Civil Engineering,
Transportation, CEI &
Landscape Architecture



LANDSCAPE BUFFER PLAN
DEVELOPMENT PLAN
SUMMIT APARTMENTS
PRETTY POND ROAD
ZEPHYRHILLS, FL 33540

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
LAUREN ADAMS, RLA # 6667278 ON



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

PROJECT No: 2021-346

DATE: DATE

DESIGN BY: LAA

DRAWN BY: BWV

CHECKED BY: LAA

SCALE: AS SHOWN

DRAWING NUMBER

L3



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.*

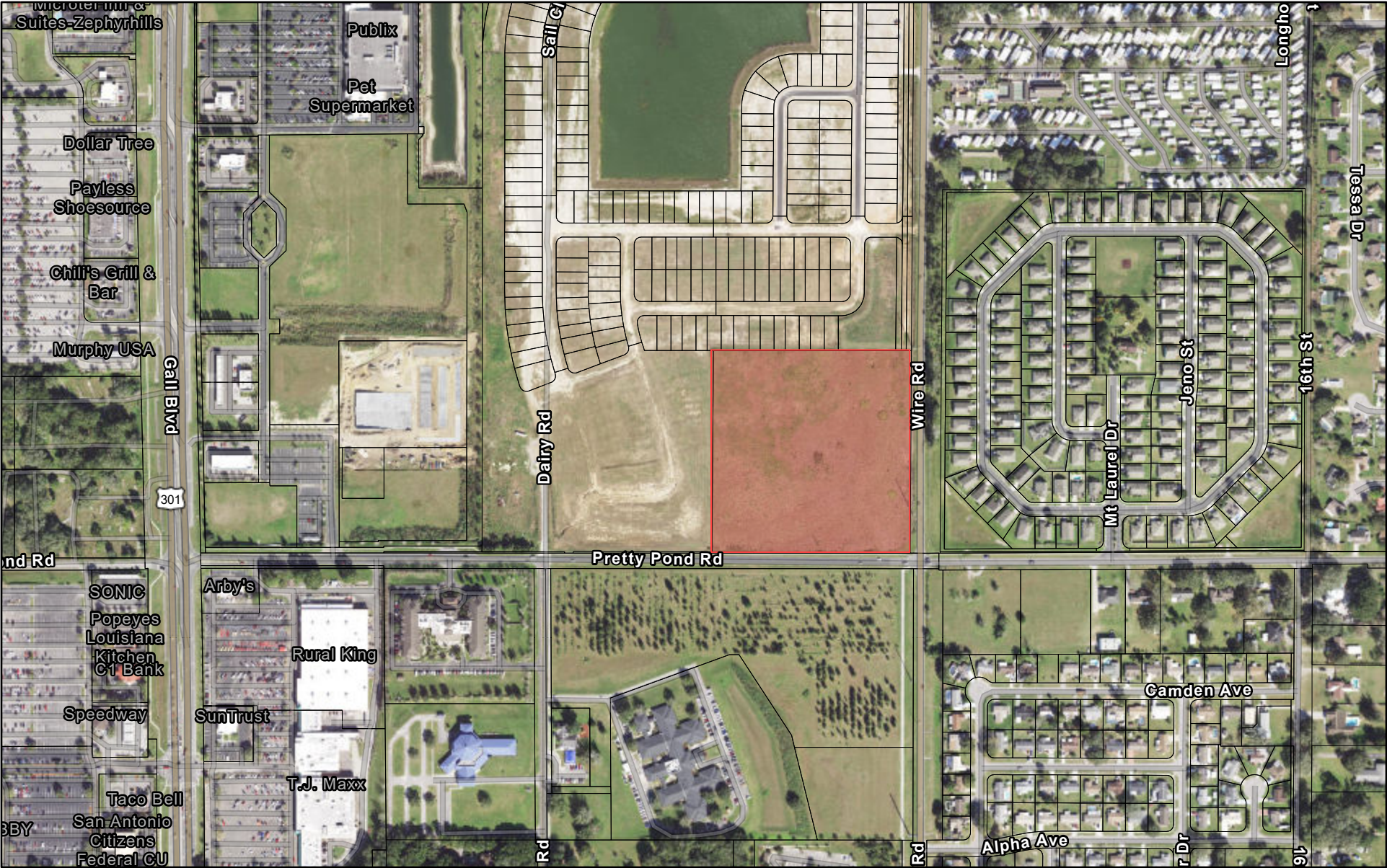
- C. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.
- *The City requires traffic studies to be submitted at the time of site development plan review. The applicants will be required to submit a traffic study along 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

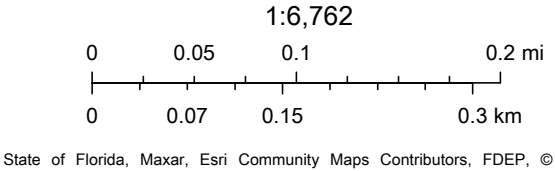
Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations of the R4 zoning district at its regularly scheduled monthly meeting on January 1, 2022.

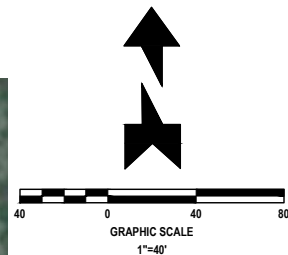
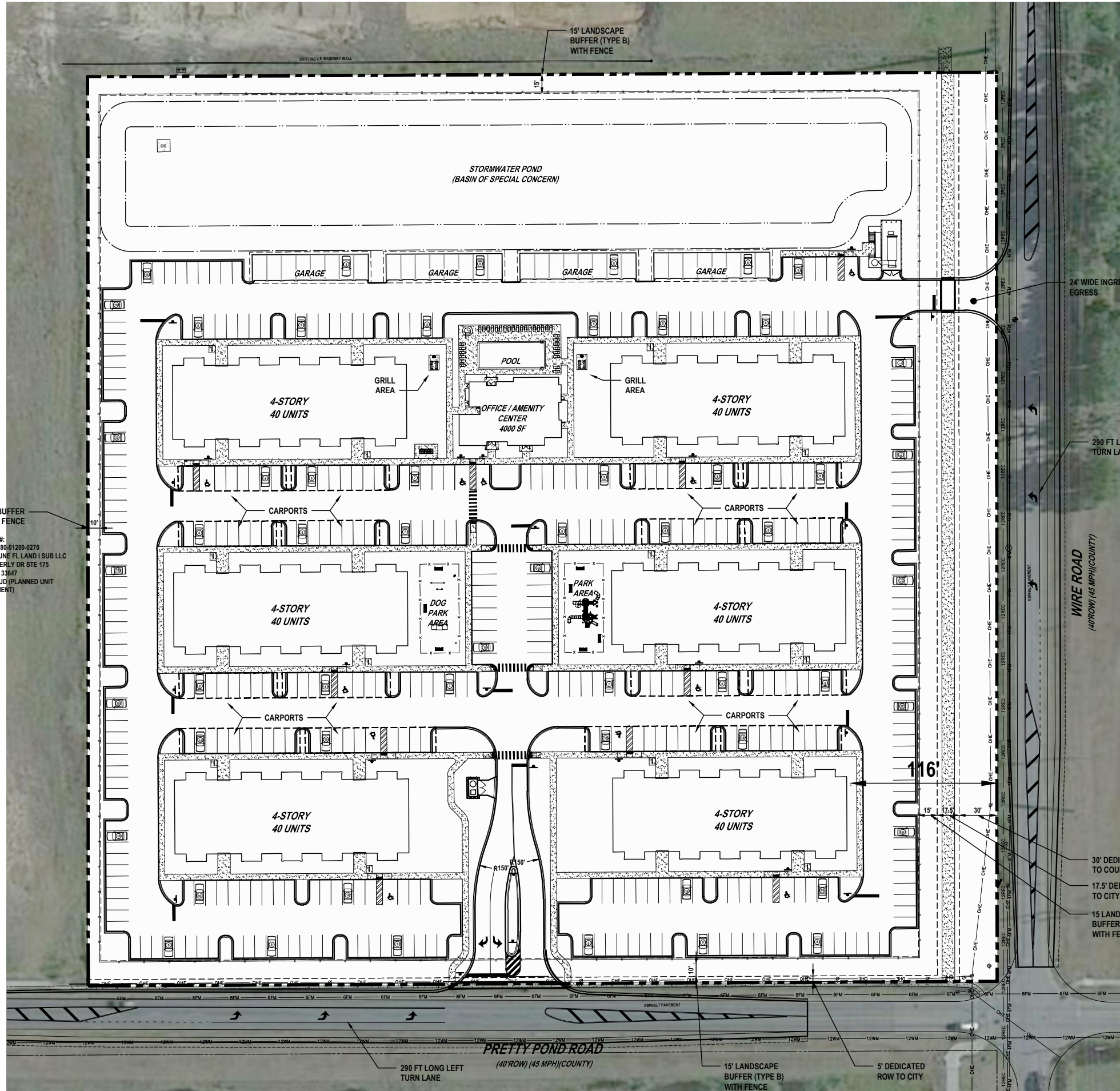
Planning Commission – The Planning Commission recommended approval of the conditional use at its regularly scheduled meeting on February 15, 2022.

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			
PRETTY POND (FRONT)	30'	FEET	10' A
WIRE (FRONT)	30'	FEET	10' A
NORTH (SIDE)	10'	FEET	10' A
WEST (SIDE)	10'	FEET	10' A
PROVIDED LOT SETBACKS			
PRETTY POND (FRONT)	30'	FEET	15' B
WIRE (FRONT)	30'	FEET	15' B
NORTH (SIDE)	10'	FEET	15' B
WEST (SIDE)	10'	FEET	10' A
INTERNAL BUILDING SETBACKS			
BUILDING WALL	MIN DIST.	REQ.	
FRONT	15'	FROM BACK OF CURB	
REAR	20'	FROM INTERIOR ROAD	
SIDE	15'	FROM ROAD/PARKING	
	10'	FROM AMENITY EDGE	
SIDE	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	0	0.000	
WET POND		10.480	87.3%
GREEN SPACE	522,729	12.000	100.0%
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

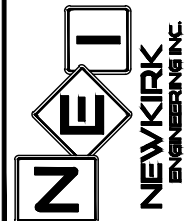
SPECIALTY PARKING REQUIREMENTS		REQ. SPACES
ADA SPACES		9

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: 2021-346

DATE: APRIL 2022

DESIGN BY: CAB

DRAWN BY: DAB

CHECKED BY: HHN

SCALE: 1" = 40'

DRAWING NUMBER



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

WIRE ROAD/PRETTY POND ROAD ROUNDABOUT PROPORTIONATE SHARE SUMMIT APARTMENTS

Per the traffic study for the Summit Apartments, the eastbound approach to the Wire Road/Pretty Pond Road intersection fails. (It is important to note that it fails with and without project traffic. The failure is not a result of project traffic.)

A roundabout is planned for this intersection. Per the aforementioned traffic study, during the PM peak hour 23 vpm of project traffic traverses this intersection. Also per the study, the capacity of the intersection in its current configuration is 1904 vph.

The subject roundabout is not yet designed, but per the TRB, 2700 vph appears to be a reasonable capacity to ascribe to a one-lane roundabout. [200129.pdf \(trb.org\)](#)

Thus, the proportionate share is as follows:

project traffic/new capacity – old capacity, or $23/2700 - 1904 = .029$

The Florida Long Range Estimates (LREs) do not currently include default roundabout costs. However, per the Virginia DOT, \$1,000,000 [2-Roundabout_Cost_Comparison_Tool_Manual_v2.5.pdf](#) is used as a default costs. This cost is in 2013 dollars. Inflated to 2022 dollars, the cost is \$1,241,040.19.

A case study of four roundabouts in Wisconsin [Pedestrian Safety Guide and Countermeasure Selection System.pdf](#) yielded an average construction cost of \$330,000/two lane roundabout. The subject roundabout has not yet been designed, so design details are unknown. Thus, the costs from these sources are being averaged to yield a default roundabout cost of \$785,520.

Thus, the proportionate share is $.029 * \$785,520 = \$22,780$.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on May 9, 2022 at 6:00 p.m. in the Council Chambers of City Hall.

President Wilkeson called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Kenneth Burgess, Alan Knight, Charles Proctor, Lance Smith, Jodi Wilkeson and Mayor Whitfield. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Building Official Bill Burgess, Public Works Director Shane LeBlanc, Finance Director Ted Beason, Public Information Officer Kevin Weiss, IT Director Mike Panak, Police K9 Officer Emile Limoges, Police Patrol Officer Seth Healy, Senior Planner Rodney Corriveau and City Clerk Lori Hillman.

Councilman Knight asked for a moment of silence in memory of Gerald Newton prior to delivering the Invocation.

1. CONSENT ITEMS

- 2.1 Approval of April 11, 2022 Regular Meeting Minutes
- 2.2 Approval of April 18, 2022 Special Meeting Minutes
- 2.3 Approval of April 25, 2022 Regular Meeting Minutes
- 2.4 Approval of Parks and Recreation Board Member
- 2.5 Adoption of City of Zephyrhills Economic Development & Disaster Resiliency Plan
- 2.6 Cooperative Purchasing Interlocal Agreement NCPA

Kenneth Burgess moved to approve the Consent Items. Seconded by Charles Proctor. Motioned passed unanimously.

2. BUSINESS ITEMS/PUBLIC HEARING

- 2.1 Second Reading **ORDINANCE NO. 1435-22 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA AMENDING ORDINANCE NO. 1366-18, AMENDMENT OF ORDINANCE CONDITIONS ASSOCIATED WITH THE ABBOTT PARK (ZEPHYR LAKES) PUD MASTER PLAN IN ACCORDANCE WITH THE PROVISIONS OF SECTION 166.041, FLORIDA STATUTES; PROVIDING FOR CODIFICATION, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1435-22 by title. A public hearing was held and there were no comments from the audience.

Lance Smith moved to approve Ordinance No. 1435-22 on the Second Reading. Seconded by Charles Proctor. Motion passed unanimously.

3. CITY MANAGER’S REPORT

- 3.1 Zephyrhills Economic Development Coalition (ZEDC) Update

Dr. Randy Stovall – 38314 Centennial Road – Dade City, Florida

Dr. Stovall as Chairman of the Zephyrhills Economic Development Coalition and Chairman of the Zephyrhills Chamber of Commerce reminded everyone that ZEDC is designed as a strategic partnership with the City of Zephyrhills, the Greater Zephyrhills Chamber of Commerce, Pasco County Economic Development Council, Main Street Zephyrhills and a number of local business leaders.

Dr. Stovall said last year’s research results revealed recruitment as a challenge for local businesses. The ZEDC will sharpen their marketing strategy moving forward and will unveil fresh materials at the Economic Summit in October 2022. The East Pasco Chamber Foundation, a non-profit 501(c)(3) entity, has been created to assist the chamber with fundraising. A program designed to enhance hiring and supervising skills for businesses, “Skills that Pay,” will begin next year and will offer personal attribute skills such as communication, professionalism, enthusiasm, conflict resolution, teamwork, networking, etc. to be successful. A “Shark Cuterie

& Wine Tasting Party” fundraising event will be held at the SVB Tennis Center on Friday, June 3, 2022, 6:30 p.m. – 9:30 p.m.

4. **CITIZEN COMMENTS**

Spoke from the floor: Cadet Lieutenant Colonel Parker Stuckey and Cadet Sergeant Major Austin Lewis – Zephyrhills High School JROTC Bulldog Battalion

Cadet Lieutenant Colonel Parker Stuckey presented City Council with a plaque for Council’s support of the ZHS JROTC and efforts providing for the community and City. Council President Wilkeson read the plaque aloud.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked the JROTC for what they do within the community.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said the Wheels in the Hills event will be held downtown on May 14, 2022 from 2:00 p.m. to 10:00 p.m. and a Founder’s Day event will be held May 21, 2022 from 4:00 p.m. – 9:00 p.m. with a parade at 7:00 p.m. The Summer Recreation Program will run May 31st through July 7th and is filling up quickly. He introduced special guest, Intern Tyler Williams from USF, who will be with the City through the summer.

CITY ATTORNEY ANNOUNCEMENTS – City Attorney Matthew Maggard conveyed his condolences to the family of Susan Schrader who passed away Friday, May 9, 2022.

CITY COUNCIL COMMENTS – Councilman Knight acknowledged Dr. Randy Stovall for his presentation and conveyed his admiration for the Chamber of Commerce crew. He thanked the JROTC.

Councilman Proctor recognized Mr. Earle for stepping up to help community organizations financially.

Councilman Burgess – N/A

Council Vice President Smith said Mr. Earle is very generous and donates to many organizations. He welcomed USF Intern Tyler Williams.

Council Vice President Wilkeson echoed sentiments to the Newton family and thanked the JROTC.

5. **NOTED ITEMS**

5.1 37-22-05 Pamela Wood Municipal Software Solutions

5.2 Depository Deposit Listing

Meeting adjourned: 6:23 p.m.
Submitted by Lori Hillman

COUNCIL WORKSHOP

A Workshop was held on May 9, 2022 at 6:30 p.m. in the Council Chambers of City Hall.

President Wilkeson called the meeting to order at 6:35 p.m. Roll call was taken. Present were members Kenneth Burgess, Alan Knight, Charles Proctor, Lance Smith, Jodi Wilkeson and Mayor Whitfield. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Information Officer Kevin Weiss, Finance Director Ted Beason and City Clerk Lori Hillman.

WORKSHOP ITEMS

1.1 Staff Recommendations:

City Manager William Poe said a copy of the City's Charter was distributed to Department Heads for input and feedback to create the list below.

- Section 21.01 Composition of Municipal Government – remove Chief of the Fire Department language.
- Section 21.03 Council Seats - "at large seat" elected to represent a whole population or "single member districts" an electoral district in which voters choose one representative or official proportional representation;
- 21.031 Election and Terms – shorten or simplify the lengthy language that defines the process for Council seats and terms increasing from two to three-year terms;
- 21.11 Designation of Depositories – remove City Manager shall be required to deposit funds day by day language. Change moneys collected and deposited will be presented at each regular Council meeting to presented at regular Council meeting quarterly;
- 32.01 Mayor Duties and Powers – should the Mayor make a quorum if only two members of Council were in attendance. Currently, the meeting would be cancelled. Expand Mayor's role to make a quorum;
- 32.01 Mayor Duties and Powers – should the Mayor serve as the tie breaker vote, if needed. Expand the Mayor's role to serve as the tie breaker;
- Section 32.02 Mayor Removal and Vacancy – during the Mayor's absence, the duties of his office shall devolve upon the President of the City Council until the next regular election. If no election is scheduled within six (6) months, a special election will be scheduled not less than thirty (30) days nor more than sixty (60) days from the vacancy. Staff's opinion, the Mayor should be changed to 60 to 90 days to reflect the Vacancy of Public Official below for consistency.
- Section 51.043 Vacancy of Public Official – if a City Council vacancy occurs within six (6) months of a regularly scheduled municipal election, the seat shall be filled at said election. If there is more than six (6) months to the next regularly scheduled municipal election, a special election will be scheduled not sooner than sixty (60) days and not later than ninety (90) days from the vacancy.
- 33.02 City Manager Duties and Powers - remove fire chief;
- 35.01 Public Safety - remove Fire Chief;
- 35.01 Public Safety - remove reference to the fire department staffed by qualified City employees;

- 51.01 Time of Holding – the Charter reads, the officers elected shall qualify and take office within three days after the canvas is received by the County Canvassing Board. Remove within three days and add at the next regularly scheduled Council meeting;
- 51.041 Qualification of Candidates – the Charter reads, petition shall not be signed by any elector more than sixty (60) days prior to the date of such election; remove this language and allow candidates to solicit signatures during the qualifying period.
- 51.07 Canvass of Returns – the Charter reads City Council shall receive and accept the canvas of returns within forty-eight (48) hours. Remove within forty-eight (48) hours and add at the next regularly scheduled Council meeting. Correct the spelling of canvas to canvass.
- 51.04 Canvassing Board; remove language
- Title XI Charter Amendment – the Charter reads to be formally reviewed by City Council every five years and amended, if needed.

Other Recommendations:

- Increase Terms from three (3) years to four (4) years;
 - Term limits - limiting reelection restricts the voters' the opportunity to keep in office council members of whom they approve. Unlimited terms allow voters to provide a vote of confidence for council members who represent majority sentiment and a vote of opposition for members in the minority. The city benefits from the institutional memory of reelected council members.
 - Number of Council Members: Council should range from five to nine members. In the largest cities, a greater number of council members may be necessary to assure equitable representation. However, smaller city councils are more effective instruments for the development of programs and conduct of municipal business than large local legislative bodies.
2. Submission Deadline to Supervisor of Elections for Ballot Questions is February 1, 2023.
City Manager William Poe said the final ballot language must be submitted to the Supervisor of Elections prior to the 2023 Municipal Election.
City Attorney Matthew Maggard requested beginning the process as soon as possible to begin drafting language with time to fine tune.
3. Create a Charter Review Committee Member Resolution
Council concurred to stand as the Charter Review Committee.
City Attorney Matthew Maggard will prepare a Charter Review Committee Resolution for the May 23rd agenda.

Meeting adjourned: 7:33 p.m.
Submitted by Lori Hillman

City Council Meeting
May 23, 2022

Action Item

CONSENT ITEMS 2.3

Award Bid No. 11-22-02 and Simons Road-Phase 2 Construction Agreement No. 25-22-03 to B.R.W. Contracting, Inc.

Issue:

Approval on the selection of the contractor for Bid No. 11-22-02, Simons Road-Phase 2 Improvements.

Background:

On April 3, 2022, the City distributed Bid No. 11-22-02 for the 2nd Phase Improvements of Simons Road. The solicitations were distributed online through BidNet Direct which had twenty-four (24) contractors download the bid package. On May 9, 2022, the City received two (2) solicitation responses:

BIDDERS	BASE AMOUNT	15% CONTINGENCY	TOTAL
Ajax Paving Industries of FL	\$2,544,618.80	\$381,692.82	\$2,926,311.62
B.R.W. Contracting, Inc.	\$1,927,548.00	\$289,132.20	\$2,216,680.20

The City's Purchasing Department reviewed the responses to assure they were responsible and responsive. The Public Works Director reviewed the responses based on their technical specifications, background, references and the bid detailed pricing lines. Both companies have performed on previous projects with the City with good results. All references were very positive and do not contain any information which raises questions.

Attachment(s):

1. Construction Agreement - Simons Rd Phase 2 (B.R.W. Contracting Inc.)

Fiscal Impact:

FY 2021-2022

Staff Recommendation:

After careful review by City staff and the Director of Public Works, it is our recommendation for the award to be made to B.R.W. Contracting, Inc. in the total amount of \$2,216,680.20 which includes contingency by our City Council based on their responsiveness, reviews and references.

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF ZEPHYRHILLS, a Florida municipal corporation (hereafter referred to as "CITY"), whose address is 5335 8th Street, Zephyrhills, FL 33542 and B.R.W. CONTRACTING, INC., a Florida corporation, (hereinafter referred to as "CONTRACTOR"), whose address is 2522 Hunt Road, Land O' Lakes, FL 34638, and

WHEREAS, the City invited Contractor to bid to construct improvements to Simons Road Phase 2 Improvements, and

WHEREAS, the Contractor has submitted a bid proposal to the City which has been accepted by the City Council.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

ARTICLE I: THE PROJECT SCOPE

1.1 The scope of the project involved in this contract is to construct the following: **CONSTRUCTION OF SIMONS ROAD PHASE 2** as per the plans and specifications of City of Zephyrhills' Invitation to Bid Re: **BID NUMBER 11-22-02**. The furnishing of all materials, labor and performance for all of the work shall be constructed in accordance with the previously submitted drawings, specifications and documents which are, incorporated herein as the "Contract Documents" and are more particularly described as:

1. Conditions of Contract (general and special),
2. Specifications
3. Drawings
4. Addenda or modifications (if applicable)
5. Invitation to Bid, Re: **BID NUMBER 11-22-02**.
6. Contractor's Bid

ARTICLE II: SCOPE AND SERVICES

2.1 The scope and compensation for the services that the Contractor will provide under this agreement shall be as follows:

- a. Contractor shall furnish all materials described in Article I, at the contract amount of not to exceed **\$2,216,680.20** which actual bid amount is shown in Contractor's bid.
- b. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within **Two Hundred, Forty (240)**

Calendar Days of said written order (Notice of Commencement).

- c. The Contractor agrees that no additional work or extras shall be done unless the same shall be duly authorized by the City in writing by change order.
- d. City and Contractor recognize that, since time is of the essence for this Agreement, the City will suffer financial loss if Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the agreed time period, City shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the City on the date that the City's representative certifies in writing that the construction of the Project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- e. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

ARTICLE III: COMPENSATION

3.1 The sums due to the Contractor according to Article II, shall be due and payable in full, in accordance with the terms of the Invitation to Bid. Neither final payment nor amounts retained, if any, shall become due until the Contractor submits to the City: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City might be responsible or its property encumbered (less amounts withheld by the City) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents is currently in effect, shall remain in force after final payment, and shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City; (3) a written statement that the Contractor knows of no potential reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; and (5) any other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract Documents, to the extent and in such form as may be designated by the City.

3.2 For each progress payment made prior to Substantial Completion of the

Work, the Owner may withhold ten percent (10%), as retainage, from the payment otherwise due.

3.3 A total of ten percent (10%) of the construction price shall be withheld as retainage until punch list items are completed and shall be paid pursuant to section 3.4 below.

3.4 When the work has been completed and this Agreement fully performed, the Contractor shall submit a final application for payment to the City for approval. The City shall make final payment to the Contractor within thirty (30) days after the Contractor approves of such final application for payment.

3.5 The parties understand and agree that the City shall bear no obligation under this Agreement, or otherwise, to pay, or to be responsible in any way, for payment to a subcontractor performing portions of the work for the Contractor. If, however, the City receives a Notice to Owner claiming that the Contractor has not properly paid any party that has contracted with the Contractor for any work associated in any way with this project, then the City may, at its sole discretion and after providing notice to the Contractor, pay such party and then deduct the sums paid from any amounts remaining to be paid to the Contractor.

3.6 Neither payment nor partial or entire use or occupancy of the project by the City shall constitute an acceptance of work not in accordance with the Contract Documents or otherwise improperly performed.

3.7 The Contractor warrants that title to all construction covered by an application for payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all construction for which payments have been received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor or any other person or entity performing construction at the site or furnishing materials or equipment relating to the construction.

3.8 The parties understand and agree that the making of final payment by the City shall, in no way, constitute a waiver of claims by the City.

3.9 Acceptance of final payment shall constitute a waiver of all past, present, or future claims by the Contractor.

ARTICLE IV: INSURANCE AND INDEMNITY

4.1 The Contractor shall be responsible for initiating, maintaining and providing

supervision of all safety precautions and programs in connection with the performance of this Agreement.

4.2 The Contractor shall take all necessary precautions required to ensure the safety of, and shall provide any necessary protection to prevent damage, injury or loss to: (1) employees on the work site and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor; and (3) other property at or adjacent to the work site such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4.3 The Contractor shall promptly remedy damage and loss to property at the work site caused in whole or in part by the Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts he may be liable.

4.4 The Contractor shall purchase from and maintain, from a company or companies of recognized responsibility, which are licensed, rated and authorized to write policies and conduct business in the State of Florida, all insurance in such amounts as is set forth in the Contract Documents. Prior to commencement of construction, proof of such insurance and payment, along with a copy of the policy, of same shall be provided in writing ten (10) days prior to commencement of construction. The sufficiency of insurance coverage under the terms of this agreement shall be at the City's sole, reasonable discretion. The Contractor shall ensure that the City is named as an additional insured on all the policies set forth in the Contract Documents other than Worker's Compensation Insurance. Coverage's whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment.

4.5 The Contractor shall at all times during the construction, possess: 1) workers' compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$1,000,000. All insurance shall be maintained throughout the course of construction until the date of final payment and termination of any coverage required to be maintained after final payment. City shall be listed as an additional insured on the automobile, general liability, and builder's risk policies.

4.6 The Contractor shall comply fully with the bonding requirements of Section 255.05, Florida Statutes, as part of the price set forth in the Proposal for this project.

4.7 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.**

4.8 **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.

ARTICLE V. CHANGES IN THE WORK

5.1 Changes in the work may be accomplished after execution of this Agreement, without invalidating this Agreement, by written change order, signed by each party, subject to the limitations stated in the Contract Documents.

5.2 For the purposes of this Agreement, a change order is defined as a written instrument prepared by the Contractor and signed by both parties stating their agreement upon all of the following: (1) a change in the work; (2) the amount of the adjustment, if any, in the contract sum; and (3) the extent of the adjustment, if any, in the contract time.

5.3 Change orders shall be based upon the mutual agreement between the City and the Contractor and shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly, unless otherwise provided in the change order.

5.4 The Contractor shall be responsible for the cost of any change order, the necessity for which was caused or created by the actions or inactions of Contractor, its employees or assigns, not contemplated under this agreement.

ARTICLE VI. CORRECTION OF WORK

6.1 The Contractor shall promptly correct work rejected by the City or known by the Contractor to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after substantial completion, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections.

6.2 If, within one (1) year after the date of substantial completion of the work or after the date for commencement of warranties established in a written agreement between the parties, or by terms of an applicable special warranty required by the Contract Document, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition.

6.3 Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year, as described above, relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

ARTICLE VII. CLAIMS AND DISPUTES

7.1 With regard to any material disputes between the City and Contractor (including change orders) regarding the construction of U.S. Highway 301 frontage road, City and Contractor agree to cooperate in good faith to resolve all disputes promptly. If City and Contractor are unable to resolve a dispute within 14 days of written notice from one party to the other that a dispute exists, City and Contractor agree to mediate the dispute with a mutually agreed upon mediator chosen from a list of certified mediators maintained by the court having jurisdiction over the dispute. City and Contractor shall share the costs of the mediator. In the event of a claim, dispute or other issue not resolved through mediation, City or Contractor may institute litigation to resolve the matter, in which

case, the parties to this agreement agree that venue and jurisdiction shall be vested solely in a court of competent jurisdiction sitting in Pasco County, Florida, and the party prevailing or substantially prevailing in such litigation shall reimburse the other party for its attorney's fees (including in-house attorney's fees at a reasonable rate commensurate with industry standards for the private sector) incurred in connection with such litigation.

7.2 A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "claim" also includes all other disputes and matters in question between any of the parties arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate a claim shall rest with the party making the claim.

7.3 The Contractor shall carry on the work and maintain the substantial completion date during any dispute proceedings and the City shall continue to make payments, excluding final payment, in accordance with the Contract Documents.

7.4 If the Contractor wishes to make a claim, he shall give the City written notice thereof within seven (7) calendar days after the Contractor has knowledge of the event giving rise to such claim. The Contractor understands and agrees that the failure to present any claim arising under this Agreement within the time period specified above shall constitute final waiver and abandonment of the Contractor's right to pursue such claim by either legal or equitable proceedings.

7.5 All claims shall: (1) be set forth in a petition addressed to the City; (2) shall include a concise statement of the ultimate facts, including a statement of all disputed issues of material fact, upon which the claim is based; (3) shall include a concise statement of the provisions of the Agreement, together with any federal, state and local laws, ordinances or code requirements or customary practices and usages in the trade or profession asserted to be applicable to the issues presented by the claim; and (4) shall provide a specific demand for any relief to which the Contractor claims to be entitled.

7.6 The City shall, after receipt of all requested and/or pertinent information and documents from the Contractor, render a written decision regarding the claim within fourteen (14) days after the submittal of the Contractor.

7.7 The making of final payment shall not constitute a waiver of any claims by the City. Acceptance of final payment by the contractor shall constitute a waiver of all claims by the Contractor except those: (1) previously and timely made in writing, (2) identified in writing by the Contractor at the time of final application for payment; and (3) otherwise made in full compliance with the terms and conditions of the Contract Documents.

7.8 This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes arising out of or relating to any part of this Agreement or any breach thereof shall be Pasco County, Florida.

ARTICLE VIII. TERMINATION

8.1 If the project is abandoned for more than ten (10) days by the Contractor without prior written change order or notice to the City, this Agreement may be terminate by the City upon ten (10) days written notice to the Contractor. If such termination occurs, the City shall pay the Contractor for the work completed.

8.2 If the Contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform the provisions of this Agreement, the City may give written notice that the City intends to terminate this Agreement. If the Contractor fails to correct the default, failure or neglect with in fourteen (14) calendar days after receipt of notice, the City may, without prejudice to any other remedy, terminate the employment of the Contractor and finish the work by whatever method the City may deem expedient.

8.3 If the unpaid balance of the contract sum exceeds the expense of finishing the work and any and all damages or related costs incurred by the City, such excess shall be paid to the Contractor based upon work completed sufficiently to the date of the termination. If the expense of completing the work and all damages incurred by the City exceeds the unpaid balance, then the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of this Agreement.

ARTICLE IX. MISCELLANEOUS

9.1 If the Contractor is not satisfied with the written decision of the City on any timely-made claim, he may, within sixty (60) days after receipt of such written decision, file an appropriate civil action against the City in a court of competent jurisdiction for a judicial determination of such claim. Any litigation between the parties, whether arising out of any claim or arising out of the Contract Documents or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida. Venue of any such litigation between the parties shall lie only in the Circuit Court of Pasco County, Florida. Failure to timely file such civil action within said sixty (60) day period shall conclusively constitute a waiver of such claim and of any judicial proceedings on such claim, and the written decision of the City shall then be binding on the Contractor. The Contractor shall proceed with the work at all times during the pendency of any such civil action. The prevailing party in any litigation will pay all costs and attorney's fees.

9.2 The parties bind themselves, their partners, successors, assigns and legal representatives with respect to the terms of this Agreement. Neither party shall assign this Agreement without the prior written consent of the other.

9.3 This Agreement represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

9.4 If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

9.5 The Contractor, its agents, and subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, its employees or representatives.

9.6 Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

As to the City:

City Manager
5335 8th St.
Zephyrhills, Florida 33542

with a copy to:

City Attorney
5335 8th St.
Zephyrhills, Florida 33542

As to Contractor:

B.R.W. Contracting, Inc.
2522 Hunt Road
Zephyrhills, FL 33540

9.7 IF THE CONSULTANT 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.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as
of the _____ day of May, 2022.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____ By: _____
Lori L. Hillman, City Clerk Jodi Wilkeson, Council President

B.R.W. CONTRACTING, INC.

By: _____ By: _____
Witness

By: _____ Printed Name: _____
Witness Title: _____

Approved as to Legal Form and Content

Matthew E. Maggard, City Attorney

CONSENT ITEMS 2.4

Request Approval to Extend Current Agreement No. 41-19-30-c with RCM Utilities

Issue:

Request approval to extend current agreement with RCM Utilities

Background:

In 2019, the City went out for bids for Water and Wastewater Construction and Maintenance Services. RCM Utilities was an approved contractor. The original timeframe for the initial term of the agreement was three (3) years with the option of one (1) renewal for an additional three (3) years. This request to Council is for the three (3) year renewal period.

Attachment(s):

1. 41-19-30c RCM Utilities - Water & Wastewater Misc. Construction_Maintenance Services
2. RCM Approval

Fiscal Impact:

Annual expenditures are estimated at \$300,000.00

Staff Recommendation:

Staff recommends to the City Council to approve extending the agreement for an additional three (3) years.

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 ("City") and **RCM Utilities**, a corporation organized and authorized to do business in the State of Florida, having its principal office at **100 West Mills Avenue, Eustis, FL 32726** ("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 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services "Exhibit A";

2.1.2 Contractor's response to Item 2.1.1, attached hereto as "Exhibit B";

ARTICLE 3 – TERM OF AGREEMENT

 3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term..

3.2 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 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City's credit card.

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

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, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

RCM Utilities
100 West Mills Avenue
Eustis, FL 32726

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

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.

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

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.

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 tme 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 – MISCELLANEOUS PROVISIONS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

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

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

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

15.12 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.

15.13 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.

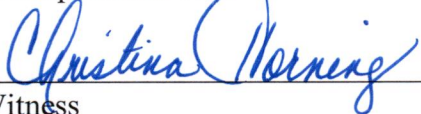
15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees,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

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

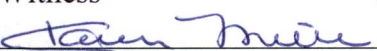
IN WITNESS WHEREOF, the parties have executed this agreement on the day written above.

Signed, Sealed and Delivered

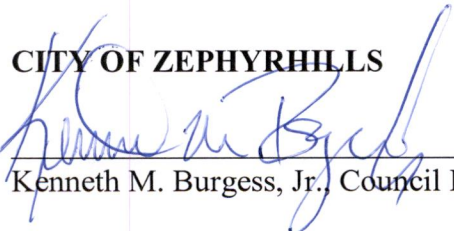
In the presence of:



Witness



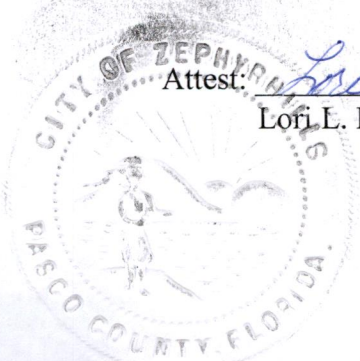
Witness

CITY OF ZEPHYRHILLS


Kenneth M. Burgess, Jr., Council President

Attest: 

Lori L. Hillman, City Clerk



Signed, Sealed and Delivered
In the presence of:

John C. Riggs
Witness John C. Riggs
Melissa Moss
Witness Melissa Moss

RCM UTILITIES

By: Christopher R. Creech
Name: Christopher R. Creech
Title: Manager



REQUEST FOR PROPOSAL

Response Acknowledgement

SUBMIT BID RESPONSE TO:

CITY OF ZEPHYRHILLS
ATTN: PURCHASING DEPT
5335 8TH STREET
ZEPHYRHILLS, FL 33542

PURCHASING AGENT: Karen Miller

Phone: 813-780-0000 x3536

Email: Purchasing1@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:

BidNet Direct, <https://www.bidnetdirect.com/>

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019

TIME: 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE
DATE AND TIME
WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

If returning as a "NO" state reason:

TELEPHONE NUMBER:

EMAIL ADDRESS:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this ____ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

Notary Signature

State

My commission expires: _____

AFFIX NOTARY STAMP BELOW

BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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**City of Zephyrhills
RFP Response Form**

PROJECT IDENTIFICATION NUMBER: 35-19-01

PROJECT NAME: Water & Wastewater Miscellaneous Construction Services

RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- | | |
|---|--|
| ☐ RFP Acceptance | ☐ RFP Cover Response Form |
| ☐ Drug Free Workplace Form | ☐ Firm Data Sheet |
| ☐ Non-Collusive Affidavit | ☐ Firm Data Sheet-Sub Consultant |
| ☐ Public Entity Crimes | ☐ Fee Proposal Form |
| ☐ Addenda Receipt Acknowledgement | ☐ TAB 1-Licenses |
| ☐ E-Verify | ☐ TAB 2-Resume |
| ☐ TAB 3-References | ☐ TAB 4-Office Location |
| ☐ TAB 5-Equipment List | |

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ **Date** _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

- 1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

- 1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30) days** after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

- 1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM**.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

- 1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.
- 1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- 1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

- 1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.
- 1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.
- 1.14 Indemnification and Insurance Requirements
- 1.14.1 Indemnification: 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 generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, 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 the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the 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.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

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

This RFP/contract will also include either proof the contractor is covered by a pollution policy for \$1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

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

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills> or the City Website, www.ci.zephyrhills.fl.us. Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted (*mailed or delivered by the deadline listed in the Time Table*) to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies (**a total of six**) shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m., EDT**. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was received after the delivery time designated for the receipt and opening of the proposals."

- 1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.
- 1.19 Oral Presentation: A formal oral presentation may be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.20 Acceptance of Applicable Policies & Procedures.
- 1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.
- 1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.
- The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.
- 1.22 Written Selection Process.
- Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.
- Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.
- 1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

- 1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

- a) Underground utility contractors
- b) General contractors
- c) Utility electricians
- d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

- a) Construction supervision/administration
- b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
- c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
- d) Demolition associated with renovations/retrofits
- e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
- f) Estimating cost of future projects
- g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

- a) One (1) year warranty for all service work performed
- b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

- 2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.
- a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.
- b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.
- 2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- 2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- 2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed 32. Each copy must contain the following:

- 3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.1 **Cover sheet** and Tab Sheets of your response (*Not part of the page count*)
- 3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. (*Not part of the page count*)

- 3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.
- 3.2.3 The **FIRM DATA SHEET** for the prime firm only.
- 3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

- a. Company name and address.
- b. Contracting officer and telephone number.
- c. Technical representative and telephone number.
- d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points).** Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. (Maximum 10 Points). Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. (Maximum 10 Points). Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ☐ Must include list of equipment owned
- ☐ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above (Not part of the page count)

- ☐ Proposer's Checklist
- ☐ Firm Data Sheet
- ☐ Firm Data Sheet-Subcontractor
- ☐ Drug Free Workplace
- ☐ Statement of No Response
- ☐ E-Verify
- ☐ RFP Acceptance
- ☐ Public Entity Crimes
- ☐ Addenda
- ☐ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9.** Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
<u>10</u>	Hourly Rates for Personnel & Equipment
100	<i>Ranking based on 100 point system-maximum</i>
-5	Missing Documentation

SECTION 5 - FORMS

FIRM DATA SHEET

RFP 35-19-01

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

SUBCONTRACTOR:**Firm Name and Address****Services to be Provided**

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual
signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

Or Produced identification _____
Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

_____, being first duly sworn, deposes and says that he/she is

_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ (Company Name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ (name and title of corporate officer)

of _____ (Name of Corporation),

a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

_____ (Signature line for notary public)

_____ (Name of notary type, printed or stamped)

_____ (Title or rank)

My commission expires: _____

Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: _____
Authorized Signature: _____
Title: _____
Date: _____

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Authorized Signature

Date

Printed Name

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
_____ day of _____ A.D. 2019

(Seal)

By: _____

Title: _____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES							OWNED or RENTED	
	WORKING HOURS	AFTER HOURS						O	R
Supervisor									
Foreman									
Helper - Labor Only									
Helper with Truck/Trailer									
Backflow Technician									
Other: (EXPLAIN)									
Please provide when after hours would apply									
EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY			O	R
Mini Excavator with Operator									
Back Hoe with Operator									
Vac Truck - 2 Man Crew									
CCTV Camera Trailer with Operator									
Tractor with Bucket with Operator									
4" Sewage Bypass Pump with Hoses									
Bypass Pump Fuel Additional									
1500 Gallon Temporary Hydro Tank									
3000 Gallon Temporary Hydro Tank									
10000 Gallon Temporary Hydro Tank									
Aerator for Ground Storage Tank									
13000 Watt Generator									
Infiltrator MH Leak Stop Plus Labor									
Portable Concrete Mixer with Crew									
Metal Fabrication/Welding Lead Man									
Metal Fabrication/Welder									
Sand Blast Trailer Rig with Crew									
Sand Blasting Sand									
Compactor with Operator									
Air Compressor Road Bore									
OTHER RATES	% MARK UP								
Materials Purchased for Specific Job									
Materials from Stock									
Subcontract Labor									
Performance and Payment Bond	Cost								

Company Name: _____

Authorized Signature/Date: _____

SUBMITTED BY:



100 WEST MILLS AVENUE
EUSTIS, FL 32726
352-561-2990

**RFP 35-19-01
WATER & WASTEWATER MISC.
CONSTRUCTION / MAINTENANCE
SERVICES**



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TAB 1 - CREDENTIALS & PREVIOUS PERFORMANCE

RCM Utilities, LLC has been serving the greater central Florida area in all aspects of the water and wastewater industry for 1 ½ years. We have earned the credibility and trust of our customers through top quality, on time performance, coupled with excellent customer service and management skills.

RCM Utilities has provided services and has experience in the following types of water and wastewater work:

- Lift station rehabilitation, installation, inspection & repair
- Water treatment plant rehabilitation, new construction & repair
- Wastewater treatment plant rehabilitation, new construction & repair

Examples of successfully and reliably completed construction services for water and wastewater utility projects include:

- Hawthorne – Remove & replace High Service Pump at WTP – September 2018
- Hawthorne – Installation of water main line valves – October 2018
- City of Tavares – Lift Station #9 Rehab – April 2019
- City of Tavares – Lift Station #47 – July 2019
- City of Groveland – Lift Station #16 – June 2019
- The Villages CPM – SEWWCA IPS #2 - June 2019
- The Valley MHP – Replace Hydro Pneumatic Tank at WTP – July 2019
- Saddle Oak Club MHP – Replace Generator and auto transfer switch to WTP – July 2019

RCM is staffed, equipped, and experienced to perform new construction of water / sewer mains, lift stations, manhole, well and appurtenances as well as renovations and retrofits and repairs emergency and non-emergency.

Licenses and Certifications held by RCM Utilities:

- Underground Utility Contractor: CUC1225240
- Backflow Prevention Tester – T12-18-8167
- Backflow Prevention Assembly Repair & Maintenance
- Introduction to Lift Station Electrical Troubleshooting
- Department of Transportation Maintenance of Traffic (Intermediate)
- Confined Space Entry
- Infiltrator Systems Training



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
419 N GROVE ST
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Center for Training, Research and Education for Environmental Occupations

certifies that

Christopher Creech

has satisfactorily completed the
examinations for

Backflow Prevention Tester Re-certification

Certificate of Completion

December 13-14, 2018

Date issued: 12/14/2018
Certificate No.: T12-18-8167
Expiration: 12/31/2020
Operator Certification Program
Course#: 04191009
CEU's: 0.8

FBPR Construction Licensing Board
Sponsor No.: 0000995
Classroom Hours: 7



American Water Works
Association

FloridaSection

Peggy Puigosa

Carol Hinton

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



Center for Training, Research and Education for Environmental Occupations

Christopher Ryan Creech

attended

Introduction to Lift Station Electrical Troubleshooting

April 9-10, 2019

and is awarded this

Certificate of Attendance

Date Issued: 04/10/2019

TREEO FDEP OCP 04191040: CEUs 1.6 DW WW DS

FBPE Provider #: 0004021 : CEHs 16

A handwritten signature in black ink that reads "Carol Hinton".

Carol Hinton, Associate Director

University of Florida TREEO Center • 3900 SW 63 Boulevard • Gainesville, FL 32608-3800 • 352-392-9570 • www.treeo.ufl.edu



TAB 2 – STAFF CREDENTIALS AND RESUMES

Christopher Creech:	Owner, Estimator, General Manager Total Years' Experience: 10 years
John C. Riggs:	Operations Manager, Safety Officer Total Years' Experience: 11 years
Weston Hartwright:	Field Supervisor, Crew Foreman Total Years' Experience: 12 years
Bradley Green:	Crew Foreman Total Years' Experience: 3 years
Melissa Moss:	Executive Assistant Total Years' Experience: 8 years
Bradley Miller: Subcontractor	Supervisor Total Years' Experience: 15 years

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President, General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes

Feb, 2008-July 2011 Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

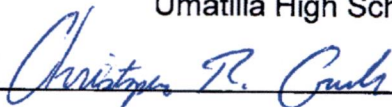
- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training
Umatilla High School, graduated 2007

EDUCATION:

Signature



WESTON HARTWRIGHT

EMPLOYMENT EXPERIENCE:

June 2019 – Present	RCM Utilities, LLC
Position:	Field Supervisor
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Nov 2011 – May 2019	Utility Technicians, Inc.
Position:	Field Foreman, Construction & Service
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes, supervise crew
Jun 2009 – Nov 2011	City of Clermont
Position:	Utilities Department Technician
Duties:	Lift station and new construction technician
Sep 2005 – May 2009	Utility Technicians, Inc.
Position:	Construction & Service Technician
Duties:	Service and repair of water & sewer plants and lift stations
Jan 1994 – Aug 2005	Donahue's Automotive Company
Position:	Vehicle Mechanic

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high-pressure grouting

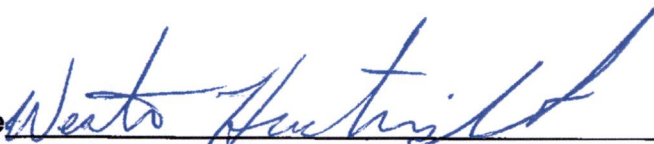
CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 1994

Signature



JOHN C. RIGGS

WORK EXPERIENCE:

RCM Utilities

July 2019 to Present

Operations Manager and Safety Officer – handles all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspection

Professional Dirt Services

Feb 2016 to July 2019

Project Manager – involved in the early stages of project development through to completion; coordinate work and communication on multiple jobs with job foremen; coordinate internal resources and third parties/vendors to maintain schedule and ensure materials are available when needed; establish and maintain relationships with third parties/vendors; handle schedule interruptions; maintain all permits, required tests and surveys; report job status to owner and client; coordinate with estimator, architects, engineers and surveyors

Utility Technicians

Apr 2006 to Feb 2016

Operations Manager and Safety Officer – handled all service calls; scheduled and coordinated service work; prioritized jobs, dealt with schedule interruptions; handled customer service calls, solved customer problems and followed up on customer inquiries; created and processed quotes for service work; reviewed and approved purchase orders; verified weekly time cards for assigned personnel; as warehouse manager, managed inventory control, receipt of materials, and staff to ensure material availability for jobs; researched, developed, and managed supplier relationships to ensure competitive cost and deliveries; maintained clean, orderly, and safe work environment throughout office and shop; served as Safety Officer to maintain and ensure company compliance with federal and state regulations; maintain safety supplies, training and annual truck inspections

Codding Sand & Soil

Jun 2002 to Apr 2006

Customer service – handled orders for dirt supplies; processed invoices; collected payments, scheduled deliveries

Hudalla Group

Jan 2002 to Jun 2002

Manufacturer's rep – managed territory of Florida, southern Georgia, and Alabama; met dealers on location to introduce products and complete sales orders

Warren and Sweat Manufacturing

Jun 1990 to Dec 2001

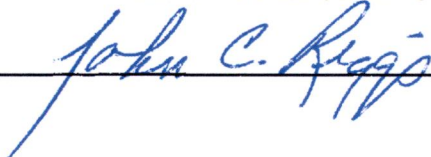
General Manager for company with \$4mm+ sales –outside sales; customer service; materials purchasing; researched and evaluated new material sources; inventory control; coordinated with research and development department; operations manager for 60+ employees, organized company events at trade shows, overseas travel for purchasing

EDUCATION: Graduated from William R. Boone High School, Orlando, Class of 1975

Attended Valencia Community College

Seminars: Inventory Control, Managing Multiple Projects, Priorities and Deadlines,
OSHA Construction Safety

Signature



BRADLEY GREEN

EMPLOYMENT EXPERIENCE:

May 2018 – Present	RCM Utilities, LLC
Position:	Crew Foreman
Duties:	Installation and service of lift stations, construction of water plants, water line construction & supervise crew
Nov 2016 – May 2018	Gene Green's Lawn Care
Position:	Manager
Duties:	Managed crews for lawn care services
June 2014 – Nov. 2016	Utility Technicians, Inc.
Position:	Construction Laborer
Duties:	Installation and service of lift stations, construction of water plants, water line construction, sewercoat applicator for manholes.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydro tank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning

CERTIFICATIONS:

Class B CDL Driver's License
Dept of Transportation Maintenance of Traffic
(MOT-Intermediate)
Confined Space Entry Training
Gas Monitor System Training

EDUCATION:

Umatilla High School, Umatilla, FL graduated 2014

Signature



MELISSA MOSS

EMPLOYMENT EXPERIENCE:

- January 2019 – Present RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:
- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
 - Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
 - Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
 - Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
 - Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
 - Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
 - Answer, direct or handle all incoming telephone calls
 - Maintain corporate personnel manual and drug-free workplace manual
 - Maintain office equipment leases, repairs and supplies
- Sept 2011 – Nov. 2018 Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians
- April 2009 – June 2011 Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.
- Jan 2006 – April 2009 Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing
- June 1989 -Sept. 2005 Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Signature _____

Melissa Moss

Bradley Miller

(561) 398-2781

brad@maxxenvironmental.com

Feb 2016-Present
(3.5 Years)

Supervisor – Maxx Environmental, Riviera Beach

Maxx Environmental, LLC is a family owned business providing specialized underground sewer and drainage infrastructure rehabilitation and repair services on private and public projects utilizing primarily Sewpercoat.

Tasks & duties;

- Supervise employees and projects from beginning to completion
- Attend pre-bids and pre and post-construction meetings with owners
- Compile project schedules, work-orders, material logs and safety program
- Conduct office and job-site work and safety meetings with employees
- Produce and maintain job cost, profit and loss reports
- Work with engineers and owners on design-builds and on-site conflict resolution

Feb 2013-Feb 2016
(3 Years)

Account Manager - Fortiline Waterworks, Riviera Bch

Fortiline is an underground utility water & sewer materials distributor. My tasks were to handle several customers with plan take-offs, quotes, material shipments, invoicing, job-site conflicts, emergency situation resolution, engineer design assistance on private development and public commercial construction projects ranging from \$500,000 to \$10 million dollars.

Aug 2002-Feb 2013
(11 Years)

Supervisor – CEES, Inc, West Palm Beach, Fl

CEES, Inc. (Chaz Equipment) was a Sewpercoat applicator providing underground sewer and drainage structure rehabilitation throughout the state of Florida. I handled all facets of operations, scheduling, business development, marketing and maintained master stand-alone data-base systems including all facets of daily operations. As supervisor for over a decade I coordinated a total of 40 million dollars of construction and rehabilitation work from inception to closeout.

EDUCATION

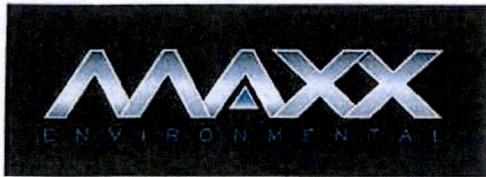
Sep 1986 – May 1989

American Academy High School, Nicosia Cyprus

Aug 1989 – May 1993

Wheeling Jesuit University (BA), Wheeling, WV


7/19/19 ~~Bradley~~ Miller



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Maxx Environmental Staff Experience with Sewpercoat in the State of Florida

For further verification of our experience please feel free to call;

David Waters; (352) 483-6434 (*Porter & Assoc. – Sewpercoat Florida rep*)

Joseph Talley; (757) 339-3327 (*Sewpercoat national manufacturers rep*)

Brad Miller:

Supervisor

Total Years Experience - 15+ years

Total Manholes Coated - 12,000+ (72,000vf)

Total Wet Wells Coated - 1000 + (18,000vf)

Jeff Ducote:

Crew Leader / Gunner & Mixer

Total Years Experience - 3+ years

Total Manholes Coated - 500+ (3,000vf)

Total Wet Wells Coated - 30+ (600vf)

Israel Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 11+ years

Total Manholes Coated - 5,000+ (30,000vf)

Total Wet Wells Coated - 200+ (3,000vf)

Jorge Soto:

Skilled / Specialized Labor / Gunner & Mixer

Total Years Experience - 2+ years

Total Manholes Coated - 300+ (1,800vf)

Total Wet Wells Coated - 20+ (300vf)





TAB 3 - REFERENCES

City of Tavares

201 E. Main Street
Tavares, FL 32778
Bob Kenner 352-516-3530
Shannon Parrish 352-516-1624

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

City of Groveland

156 S. Lake Ave
Groveland, FL 34736
Chris Grove 352-308-5787
Pash Dhanra 352-428-4991

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat and full electrical replacement including control panel

City of Umatilla

1 S. Central Ave
Umatilla, FL 32784
Aaron Mercer 407-949-2917

Removal & replacement of clarifier bridge expanded 25' of elevated walkway, water meters.
Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat

Sun Communities

27777 Franklin Road
Southfield, MI 48034
Jennifer Harwick 941-374-5156

Lift station rehabs to include base ells, pumps, piping, valves & sewerpercoat, hydro pneumatic tank replacement, misc. water main & isolation valve replacements.

The Village Commercial Property Management

3597 Kiessel Road
The Villages, FL 32163
Jarrod Ford 352-636-4840

Complete construction of multiple High-Pressure Irrigation Pump Stations to include 2000 GPM pump skid with duplex vertical turbine pumps. 1000GPM pond fill well pump, High Pressure hypochlorite injection system, Scada and telemetry, all housed in a 1000 sq. ft pump house



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

References - Maxx Environmental, LLC

City of Fort Myers:

Al Casing - Public Works Operations Supervisor
4200 MLK Jr. Blvd., Ft. Myers, FL 33916
Tel: (239) 410-2448
Email: acasing@cityftmyers.com
Work completed: Sewpercoat manhole rehabilitation

City of Naples:

Kevin Swisher - Utility Maintenance Supervisor
380 Riverside Cir., Naples, FL 34102
Tel: (239) 298-9450
Email: kswisher@naplesgov.com
Work completed: Sewpercoat manhole & LS rehabilitation

Village of Wellington:

Corey Robinson - Operations & Maintenance Supervisor
12300 Forest Hill Blvd., Wellington FL 33414
Tel: (561) 906-1083
Email: crobinson@wellingtonfl.gov
Work completed: Sewpercoat manhole rehabilitation

Seminole Tribe of Florida:

Juan Mata - Utility Operations Supervisor
6300 Stirling Rd., Hollywood, FL 33024
Tel: (863) 228-2138
Email: cjuanmata@semtribe.com
Work completed: Sewpercoat manhole & LS coatings

Seacoast Utility Authority:

Brent Weidenhamer - O&M Supervisor
4200 Hood Rd., Palm Beach Gardens, FL 33410
Tel: (561) 627-2900
Email: bweidenhamer@sua.com
Work completed: Sewpercoat manhole & LS rehabilitation





October 18, 2017

Maxx Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404

SUBJECT: SEWPERCOAT® APPLICATION STATUS

This letter serves to verify that Maxx Environmental, LLC personnel have demonstrated the requisite skill and training to be considered competent and qualified installers of SewperCoat® materials (as manufactured by Kerneos Inc.). Maxx Environmental, LLC personnel have installation experience with the low-pressure, wet spray installation method and have successfully installed SewperCoat® PG in manhole, lift station, and wet well rehabilitation applications throughout their careers.

With SewperCoat® being a specialty construction product having very specific installation methods and equipment requirements, Kerneos is very selective in our assessment of any contractor interested in gaining our "competent and qualified installer" designation. This designation is typically required in project specifications, along with other exhaustive experience and volume of similar work requirements. Kerneos maintains a listing of competent and quality contractors that have demonstrated requisite skill and training to be considered qualified installers of our materials. Maxx Environmental, LLC are included in this listing.

If you have any additional questions or comments, please do not hesitate to contact me directly.

Respectfully,

Joseph Talley
SewperCoat® Market Manager
Kerneos Inc.

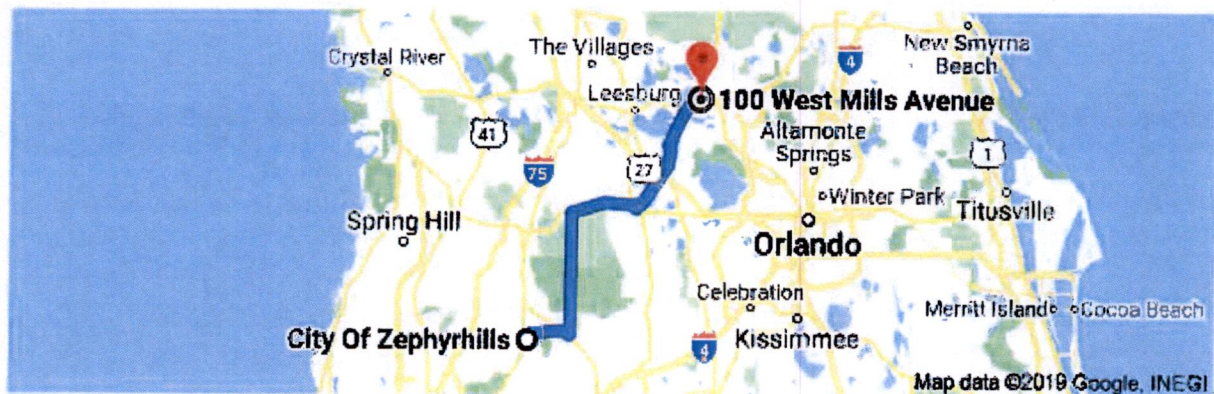




TAB 4 -OFFICE LOCATION

Our office is located at 100 West Mills Avenue in Eustis, FL 32726 which is 1 ½ hours from City of Zephyrhills. Our technicians also live in this area and are available to respond as needed by the City.

Please see map below:



Approximately 1 hour 27 min (67 miles)



TAB 5 - RESPONSIVENESS / AVAILABILITY OF EQUIPMENT

RCM Utilities owns all the equipment listed below and the yard where our equipment is stored is at
100 West Mills Avenue Eustis, FL 32726

Trucks:

2018 Ram 5500 with 6000 lb. crane- heavy construction truck

2015 Ford F550 with 500 lb. crane – heavy construction truck

2016 Chevrolet 2500 with 3000 lb. crane – service truck

2004 Chevrolet 2500 – shop truck

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

16' Tandem Dump trailer

Equipment:

30HP Tractor with bucket

Hose Monster

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Ditch Witch Trencher

(2) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Hose Monster Test

Fire Hydrant Flow Test Equipment

High Pressure leak stop grout pump

(2) 11000-watt welder generators

(1) 8600-watt generator

(1) 5000-watt generator

(1) gas powered air compressor

Confined Space rescue kit tripod, harness, blowers & gas monitors

Backflow Preventor test gauge



3610 Fiscal Court
Riviera Beach, FL 33404
(561) 398-2781 C
(561) 881-0013 F
maxxenvironmental.com

Response Approach to Work Orders

- SCHEDULING:** We can be on-site next day for emergencies.
- COMPLETION:** Manholes; 3-7 per day / Lift Stations; 2.5 days max
- EMERGENCY:** We can be on-site within 24-48 hours.
- MOBILIZATION:** No additional cost – included within our bid pricing.
- EQUIPMENT:** Ford F450 lead box truck, Strong 35D Spray Rig,
Ford F450 support truck, 5000psi pressure washer trailer,
375cfm/150psi air compressor.
- MATERIALS:** Coating material new & rehab - Sewpercoat PG, Kerneos
Aggressive leak stops – Seal Guard 2 hydrophobic grout
Regular leak stops – Avanti 202 hydrophilic grout
Hole filling / Leak stops – Strong Plug
Wall patching / repairs – Strong QSR
Black Beauty sand (sandblasting) – Florida Sand & Silica
Safety Gear (Tripods, Gas detectors, etc) – Ritz Safety
- PICTURES:** We shall provide before and after pictures of all work.
- SUB-CONTRACTORS:** None. Maxx shall perform all services



Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor	\$50.00	\$75.00
Foreman	\$75.00	\$113.00
Helper - Labor Only	\$35.00	\$53.00
Helper with Truck/Trailer	\$50.00	\$75.00
Backflow Technician	\$40.00	\$60.00
Other: (EXPLAIN)		
Please provide when after hours would apply	Anytime outside Mon - Fri 7am - 5 pm	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator	\$150.00	\$80.00	\$800.00	\$2,400.00	\$9,600.00	O	
Back Hoe with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00		R
Vac Truck - 2 Man Crew	\$250.00	\$280.00	\$2,800.00	\$14,000.00	\$56,000.00		R
CCTV Camera Trailer with Operator	\$250.00	\$175.00	\$1,750.00	\$8,750.00	\$35,000.00		R
Tractor with Bucket with Operator	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
4" Sewage Bypass Pump with Hoses	\$250.00	\$40.00	\$250.00	\$650.00	\$2,600.00		R
Bypass Pump Fuel Additional	\$4.50 per gallon						
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator	\$250.00	\$40.00	\$170.00	\$850.00	\$3,400.00		R
Infiltrator MH Leak Stop Plus Labor	\$150.00	\$25.00	\$150.00	\$750.00	\$3,000.00	O	
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man	\$150.00	\$75.00	\$750.00	\$3,750.00	\$15,000.00	O	
Metal Fabrication/Weider	\$150.00	\$65.00	\$650.00	\$3,250.00	\$13,000.00	O	
Sand Blast Trailer Rig with Crew	\$250.00	\$295.00	\$2,950.00	\$14,750.00	\$59,000.00		R
Sand Blasting Sand	\$5.00 per 50 lb bag						
Compactor with Operator	\$150.00	\$100.00	\$1,000.00	\$5,000.00	\$20,000.00	O	
Air Compressor Road Bore	\$250.00	\$125.00	\$1,250.00	\$6,250.00	\$25,000.00	O	
OTHER RATES	% MARK UP						
Materials Purchased for Specific Job	25%						
Materials from Stock	25%						
Subcontract Labor	20%						
Performance and Payment Bond	Cost 2%						

Company Name: RCM Utilities, LLC

Authorized Signature/Date: Christopher R. Creech 07/26/2019

RFP 35-19-01 WATER & WASTEWATER
Misc Construction/Maintenance Services
Christopher R. Creech Manager



TAB 7 -ACCEPTANCE OF CONDITIONS

As found in section 1.14.2 Insurance, RCM Utilities has been assured by its insurance provider Bates Insurance that a pollution policy for \$1,000,000 for each pollution condition can be obtained if we are awarded this contract. Please let us know, and we can forward to you proof of coverage.

In addition, RCM Utilities has obtained builders' risk coverage when required on a job per job basis. If awarded this contract, and builder's risk coverage is required, we will notify our insurance provider and can forward to you proof of coverage.

Except for the two insurance coverages listed above, there are no known exceptions or deviations to the terms and conditions of the City of Zephyrhills RFP 35-19-01 Water & Wastewater Misc. Construction / Maintenance Services

RFP 35-19-01

SUBCONTRACTOR:

Firm Name and Address

Services to be Provided

- | | |
|---|---------------|
| 1. Betts Electrical Services, LLC
9590 SE 190th Court
Ocklawaha, FL 32179 | 1. Electrical |
| 2. Max Environmental, LLC
3610 Fiscal Court
Riviera Beach, FL 33404 | 2. Sewpercoat |
| 3. | 3. |
| 4. | 4. |
| 5. | 5. |

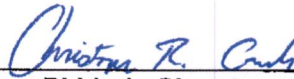
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that RCM Utilities, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature Christopher R. Creech

07/26/2019

Date

PUR062.036
re. 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by Christopher R. Creech Manager / Owner
(print individual's name and title)
for RCM Utilities, LLC
(print name of entity submitting sworn statement)

whose business address is

100 West Mills Ave Eustis, FL 32726

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Christopher R. Creech
(Signature)

Sworn to and subscribed before me this 26 day of July, 2019

Personally known Christopher R. Creech

Or Produced identification _____
Notary Public – State of Florida

Melissa Moss
My commission expires November 8, 2019
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # <u>1</u>	Date <u>07/01/2019</u>	Initials <u>CRC</u>
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____
Addendum # _____	Date _____	Initials _____

Firm Representative:

Christopher R. Creech
Signature/Date (Executed by Corporate Authority)
Christopher R. Creech Manager

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Lake

Christopher R. Creech, being first duly sworn, deposes and says that he/she is **Manager of**
RCM Utilities, LLC, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Christopher R. Creech
Officer

RCM Utilities, LLC (Company Name)

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 26 day of July 2019
by
Christopher R. Creech Manager (name and title of corporate officer)
of RCM Utilities, LLC (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

Melissa Moss (Signature line for notary public)

Melissa Moss (Name of notary type, printed or stamped)

AMBR / Executive Assistant (Title or rank)

My commission expires: November 8, 2019
Serial number, if any _____



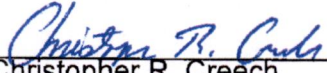
E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: RCM Utilities, LLC
Authorized Signature: 
Christopher R. Creech
Title: Manager / Owner
Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

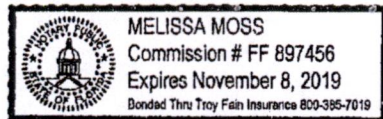
Christopher R. Creech
Authorized Signature

07/26/2019
Date

Christopher R. Creech
Printed Name

RCM Utilities, LLC
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
26 day of July A.D. 2019



(Seal)

By: Melissa Moss
Title: AMBR / Executive Assistant

From: Chris Creech <chris@rcmutilities.com>
Sent: Wednesday, May 11, 2022 12:46 PM
To: Tammy McIntyre <TMcIntyre@ci.zephyrhills.fl.us>
Subject: Re: WATER/WASTEWATER AGREEMENT

EXTERNAL EMAIL

Yes mam. We would like to continue and extend the agreement.

Chris Creech
RCM Utilities, LLC
O ~ [352.561.2990](tel:352.561.2990)
C ~ [352.516.9694](tel:352.516.9694)

From: Tammy McIntyre <TMcIntyre@ci.zephyrhills.fl.us>
Sent: Wednesday, May 11, 2022 11:16:38 AM
To: Chris Creech <chris@rcmutilities.com>
Subject: WATER/WASTEWATER AGREEMENT

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning.

I was notified that our Water & Wastewater Miscellaneous Construction/Maintenance Services agreement will be expiring at the COB August 11, 2022.

There is a stipulation for a single 3 year renewal which I would like to extend to you and hope you accept.

Please provide me a letter or email, if you wish or do not wish, to continue with this agreement.

Thank you.

Tammy McIntyre
Executive Assistant
Utilities Department
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
(813) 780-0000 Ext#3507
Fax (813) 780-0613
tmcintyre@ci.zephyrhills.fl.us



CONSENT ITEMS 2.5

Request Approval to Extend Current Agreement No. 41-19-30-a with Killebrew Construction

Issue:

Request Council approval to extend the current agreement with Killebrew Inc.

Background:

In 2019 the City went out for bids for Water and Wastewater Construction and Maintenance Services. Killebrew was an approved contractor. The original timeframe for the initial term of the agreement was three (3) years with the option of one (1) renewal for an additional three (3) years. This request to Council is for the three (3) year renewal period.

Attachment(s):

1. 41-19-30a Killebrew, Inc. - Water & Wastewater Misc. Construction_Maintenance Services
2. Killebrew Approval

Fiscal Impact:

Annual estimated costs may be \$250,000.00

Staff Recommendation:

Staff recommends to the City Council to approve the requested three (3) year renewal option with Killebrew Inc.

CITY OF ZEPHYRHILLS

Water & Wastewater Miscellaneous Construction/Maintenance Services

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 12th day of August, 2019 by and between the **CITY OF ZEPHYRHILLS**, a Florida municipal corporation, having its principal office at 5335 8th Street, Zephyrhills, FL 33542 (“City”) and **Killebrew Inc.**, a corporation organized and authorized to do business in the State of Florida, having its principal office at **PO Box 6258 Lakeland, FL 33807** (“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 RFP 35-19-01, Water & Wastewater Construction/Maintenance Services “Exhibit A”;

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

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall have an initial term of three (3) years with an option to renew for an additional three (3) year term.

3.2 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 Compensation for services shall be as per outlined in Contractors response their response, attached as Exhibit B. The City would prefer payment made via City’s credit card.

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

ARTICLE 5 – SCOPE OF SERVICES

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

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

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

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

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

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

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, with or without cause, upon fifteen (15) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 – INDEPENDENT CONTRACTOR

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

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

ARTICLE 8 – CONFLICTS OF INTEREST

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

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

ARTICLE 9 – DEFAULT

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

ARTICLE 10 – NOTICES

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

To CONTRACTOR:

Killebrew, Inc
P.O. Box 6258
Lakeland, FL 33807

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

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.

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

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.

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 tme 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 – MISCELLANEOUS PROVISIONS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

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

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

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

15.12 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.

15.13 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.

15.14 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.

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

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

Signed, Sealed and Delivered

In the presence of:



Witness



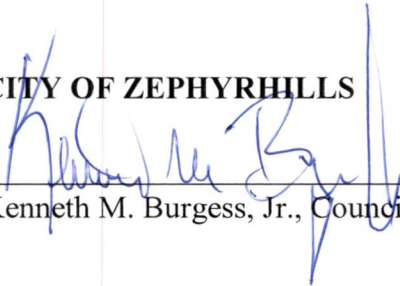
Witness

Attest:



Lori L. Hillman, City Clerk

CITY OF ZEPHYRHILLS



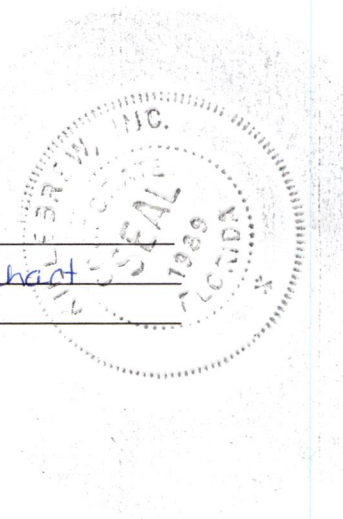
Kenneth M. Burgess, Jr., Council President

Signed, Sealed and Delivered
In the presence of:

Dixie Anderson
Witness Denise Henderson
Paighton Miller
Witness Paighton Miller

KILLEBREW, INC.

By: [Signature]
Name: Richard Bushart
Title: Vice Pres.



SUBMIT BID RESPONSE TO:

CITY OF ZEPHYRHILLS
ATTN: PURCHASING DEPT
5335 8TH STREET
ZEPHYRHILLS, FL 33542

**REQUEST FOR PROPOSAL**

Response Acknowledgement

PURCHASING AGENT: Karen Miller

Phone: 813-780-0000 x3536

Email: Purchasing1@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT:BidNet Direct, <https://www.bidnetdirect.com/>

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday -July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None**DATE:** Friday - June 28, 2019**TIME:** 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE
DATE AND TIME
WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.**RESPONDER'S NAME/ADDRESS:**

If returning as a "NO" state reason:

TELEPHONE NUMBER:**EMAIL ADDRESS:**

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:**AUTHORIZED SIGNATURE****PRINTED NAME/TITLE****THIS FORM MUST BE NOTARIZED BELOW**

Sworn to and subscribed to me this ____ day of _____, 2019

Personally known: ☐ Or produced identification: ☐

Type of ID: _____

Notary Signature

State

My commission expires: _____

AFFIX NOTARY STAMP BELOW**BONDS**

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.

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**City of Zephyrhills
RFP Response Form**

PROJECT IDENTIFICATION NUMBER: 35-19-01

PROJECT NAME: Water & Wastewater Miscellaneous Construction Services

RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: _____

Required Documents:

- | | |
|---|--|
| ☐ RFP Acceptance | ☐ RFP Cover Response Form |
| ☐ Drug Free Workplace Form | ☐ Firm Data Sheet |
| ☐ Non-Collusive Affidavit | ☐ Firm Data Sheet-Sub Consultant |
| ☐ Public Entity Crimes | ☐ Fee Proposal Form |
| ☐ Addenda Receipt Acknowledgement | ☐ TAB 1-Licenses |
| ☐ E-Verify | ☐ TAB 2-Resume |
| ☐ TAB 3-References | ☐ TAB 4-Office Location |
| ☐ TAB 5-Equipment List | |

FIRM NAME: _____

SUBMITTER'S NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER _____ FAX _____

EMAIL ADDRESS _____

Firm Representative Signature: _____ **Date** _____

Notary or Corporate

SECTION 1

1.0 INTRODUCTION TO REQUEST FOR PROPOSALS

- 1.1 Invitation: The City of Zephyrhills (the "City"), invites responses ("Responses") which offer to provide the services described in Section 2.0: "Scope of Services."

- 1.2 Agreement Terms and Conditions: The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute an Agreement with the City. In the event that the proposer to whom the contract is awarded does not execute a contract within **thirty (30) days** after such award, the City of Zephyrhills may give notice to such proposer of intent to award the contract to the next ranked proposer, or to call for new proposals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFP by the awarded firm will be cause for termination of the **"Water & Wastewater Miscellaneous Construction Services"**.

- 1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Proposers may e-mail their requests for additional information or clarifications in accordance with Article 1.4 **Cone of Silence**. The cone of silence is applied to all communications concerning any bid, RFP and/or RFQ before intent to award is issued. All communications are to be directed to the Purchasing Agent, Karen Miller at purchasing1@ci.zephyrhills.fl.us. Any request for additional information or clarification must be received in writing **no later than Friday, July 19, 2019 by 3:00 PM**.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. Proposer shall acknowledge receipt of all addenda in their cover letter or addenda form.

- 1.4 Award of Agreement: An Agreement may be awarded to the Successful Proposer(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer(s) that is determined to be in the City's best interest.

- 1.5 Agreement Execution: By submitting a Response, the Proposer(s) agree to be bound to and execute the Agreement for: **Water & Wastewater Miscellaneous Construction Services**. Without diminishing the foregoing, the Proposer may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City's consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Responses in accordance with the requirements of this RFP. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE**. Proposers shall make the necessary entry in all blanks and forms provided for the Response.

- 1.6.1 Each response submitted for evaluation must meet the requirements specified in the RFP.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.

- 1.7 Changes/Alterations: Proposer may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made in writing to the Purchasing Agent. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFP Section 1.3. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposal.
- 1.10 Reject Proposals: The City of Zephyrhills reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for these services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Proposer's Expenditures: Proposers understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses in response to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Proposer(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.
- 1.14 Indemnification and Insurance Requirements
- 1.14.1 Indemnification: 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 generated from this solicitation. Contractor/vendor recognizes the broad nature of this indemnification and hold harmless cause, 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 the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the 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.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the city's own negligence.

1.14.2 Insurance:

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

This RFP/contract will also include either proof the contractor is covered by a pollution policy for \$1,000,000 for each pollution condition or listed under the coverage for the City as coverage. Proof of coverage will be required.

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

Builders' Risk Coverage: *For any contracts that may apply to the following in the first sentence should also include statement below.* If this solicitation includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e., Special Form) property insurance on any such construction,

additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alternation(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

1.15 Termination (Cause and/or Convenience).

- 1.15.1 This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- 1.15.2 This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- 1.15.3 If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's or vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor/vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- 1.15.4 Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor/vendor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the

contractor/vendor in performing this contract, whether completed or in process.

1.15.5 Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

1.15.6 If, after termination for failure of the contractor/vendor to fulfill contractual obligations, it is determined that the contractor/vendor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

1.16 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

Distribution/Advertised	June 21, 2019
Pre-Conference	June 28, 2019 10 AM
Questions Deadline	July 19, 2019 3 PM
RFP Deadline	July 26, 2019 3 PM
Review Responses	July 26 thru August 2
Interviews	August 2, 2019 Tentatively
Presented to City Council	August 12, 2019 6 PM

1.17 RFP Availability: RFP documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills> or the City Website, www.ci.zephyrhills.fl.us, Government, Purchasing, Vendor Information, click on the link for BidNet. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills. Registration is FREE. Your response and all required documentation are to be submitted (*mailed or delivered by the deadline listed in the Time Table*) to the City of Zephyrhills – Purchasing, 5335 8th Street, Zephyrhills, Florida 33542.

Proposal Submission: One original and five copies (**a total of six**) shall be delivered to the City of Zephyrhills, 5335 8th Street, Zephyrhills, FL 33542, prior to the Opening time of **Friday, July 26, 2019 3:00 p.m., EDT**. Proposals shall not be more than the total pages indicated in Section 3 while still meeting proposal requirements.

The delivery of the proposals to the City of Zephyrhills prior to the specified date and time is solely and strictly the responsibility of the proposing firm. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for other delays. All responses must be manually and duly signed by authorized authority to bind said firm or individual, and Proposer must affix their corporate seal (if any) to the proposal. In the absence of a corporate seal, the proposal must be notarized by a Notary public.

The submittal of a proposal by a preparer will be considered by the City as constituting an offer by the proposer to perform the required services at the stated fees.

Each proposer is solely responsible for the reading and completely understanding the requirement of this RFP. The opening time shall be and must be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late submissions shall be returned unopened to the firm or individual with the notation "the Proposal was received after the delivery time designated for the receipt and opening of the proposals."

- 1.18 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.
- 1.19 Oral Presentation: A formal oral presentation may be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit/demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.20 Acceptance of Applicable Policies & Procedures.
- 1.21.1 Firms responding to this RFP agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 1.21.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.
- 1.21 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. This committee shall select at least three (3) firms that are licensed in the State of Florida and are otherwise professionally qualified.
- The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their approval of the ranking recommendation. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.
- 1.22 Written Selection Process.
- Step 1. The City's Purchasing will review submittals for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2.
- Step 2. The City Evaluation Committee comprised of City management and staff will evaluate the proposals using the criteria listed in Section 4.0. Based on the ranking of the written review the top four (4) firms may be requested to participate in the interview process. See Section 1.23. If the Evaluation Committee decides to bypass Section 1.23, then the firms will be ranked (See Section 1.27) and prepared to be presented to the City Manager for presentation to the City Council.

1.23 Formal Interview Evaluation Criteria

- Overall impression of key team members
- Ability to provide service
- Ability of communicate during interview process.
- Effectively respond to questions and problem solve during interview
- Firm's ability to effectively answer questions and problem solve in the meeting
- Overall impression of the firm

1.24 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing and informed of a place and time for the interview session. The time allotted to each firm for the presentation and interview shall not exceed forty five (45) (5 minutes for setup, 20 minutes for presentation, 5 minutes for questions, and 5 minutes knock-down). All members of the Evaluation Committee will be present during the formal interview.

1.25 Issues to Address at Interview. The intent of the formal interview process is to provide the evaluation committee with in-depth information from the firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on the detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers.

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the survey process. All key personnel should be present at the interview.

1.26 Award Criteria. The evaluation committee recommendation will be made from their in depth review of the written proposals; their evaluation of the interview responses based on various criteria including but not limited to:

- Approach to the implementation, performance and satisfaction of City requirements
- Proposal quality and references
- Demonstrated understanding and success of similar projects.
- Ability to perform the work within the stated timeframe.
- Approach to maintenance plan and costs

1.27 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that proposer and the City shall initiate negotiations with the second ranked proposer to arrive at an acceptable contract, and so on.

1.29 Exception to the RFP. Proposers may take exceptions to any of the terms of this RFP unless the RFP specially states where exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as nonresponsive. All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.30 Openness of Procurement Process. Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any proposal once submitted.
- 1.31 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.32 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

- 1.33 Right to Protest. Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.34 **IF CONSULTANT OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT OR CONTRACT, THEY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5344 9th STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

SECTION 2

2.0 RFP SCOPE OF SERVICES

2.1 Introduction. The City of Zephyrhills is seeking the services:

- a) Underground utility contractors
- b) General contractors
- c) Utility electricians
- d) Specialty contractors

Contractors are to be licensed in the State of Florida to provide complete contracting services and emergency repair services of a wide variety of water and wastewater utility projects.

2.2 Services shall include but are not limited to:

- a) Construction supervision/administration
- b) New construction of water/sewer mains, lift stations, manholes, wells and appurtenances.
- c) Renovations and retrofits for water and sewer mains lift stations, manholes, wells, water and wastewater treatment plant components and appurtenances, infiltration and inflow removal projects and cleaning and televising sanitary sewer lines.
- d) Demolition associated with renovations/retrofits
- e) Scheduling work and subcontractors in harmony with the City of Zephyrhills, Florida Operations
- f) Estimating cost of future projects
- g) Repairs (emergency and non-emergency) of water/sewer mains, lift stations, manholes, valves, master meters, backflow devices, fire hydrants, wells, water and wastewater treatment plant components, and SCADA programming/instrumentation and control work.

2.3 The contractors selected for these services will work with Utilities Owner's Representative in order to successfully develop a strategy for the best approach to successfully complete each project.

2.4 The City will be selecting two (2) firms for these services. The two top rank firms who have a successful negotiation will be awarded the contract.

2.5 Warranty. The selected Contractor(s) will provide the City with a minimum:

- a) One (1) year warranty for all service work performed
- b) Ten (10) year warranty on all manhole and lift station coating

This warranty will not go into effect until the project has been substantially completed. All work performed will meet or exceed applicable City Technical Standards and/or local County Technical Standards.

2.6 Term of Contract. The contract term is anticipated for the period of thirty six (36) months. This contract can be renewed for an additional one (1) thirty six (36) month period. Should any project that is active extend past the contract termination date, that contract shall be extended until completion of such project.

2.7 Payment and Performance Bonds. Payment and Performance Bond and All Insurance Shall be Secured from or Countersigned by an Agency or Surety Company Recognized in Good Standing and Authorized to do Business in the State of Florida. If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety, then upon the Performance of Payment Bonds, the Contractor/Vendor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or Bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor/Vendor. No

further payments shall be deemed due and shall not be made until new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

2.8 ADDITIONAL INFORMATION/REQUIREMENTS.

- 2.8.1 The City shall provide a summary of work ("Work") to one (1) or more of the Contractors selected based upon the specific type of work and estimated dollar value of the project. All such contract activities would be the subject of a signed Contract Work Order with a negotiated fee and format supplemental to a primary contract agreement. No travel time or travel expenses will be considered billable without special prior arrangements. Normal administrative and/or accounting overhead will be considered as covered by the agreed upon hourly rates for direct professional personnel and will not be considered as separately billable.
- a) Contractor(s) will respond with a proposal within ten (10) business days. Should the contractor(s) require additional time prior to submission and additional ten (10) business days can be requested. Proposal submittal will not be more than twenty (20) business days after the initial request.
- b) The key personnel named in the proposal shall remain responsible for the work throughout the period of the contract. No diversion or replacement may be made without approval by the City.
- 2.8.2 The City shall not be held liable for any expenses incurred in connection with the preparation of a response to this RFP or for any costs associated with any activities involved in presentations and discussions or in preparations and execution of a contract resulting from this solicitation.
- 2.8.3 The City places significant value on high quality work and performance, timely access and response, scheduling and cost concerns, risk management/loss prevention, early issue identification, flow of information and communications, congenial working relations, adherence to ethical standards, proactive stand-up accountability and the demonstration of the same.
- 2.8.4 The purpose and intent of this solicitation is to establish contract arrangements. Any such contract(s) resulting from this solicitation process are intended to cover projects and work currently contemplated but there is no guarantee on the part of the City that such project work will go forward.

SECTION 3

PROPOSAL PACKAGE CRITERIA - Six (6) copies of the firm's response must be submitted. Five (5) copies should be bound and one (1) copy should be unbound but secured with a rubber band, spring clip, etc. Maximum page count should not exceed 32. Each copy must contain the following:

- 3.0 Introductory letter, optional, may be provided by the submitting firm. Can be served as a transmittal document. One (1) page maximum. This letter shall not include any information to be considered for evaluation by the Selection Committee.
- 3.1 **Cover sheet** and Tab Sheets of your response (*Not part of the page count*)
- 3.2 The **TABLE OF CONTENTS FOR Water & Wastewater Misc Construction/Maintenance Services RESPONSE** is to be completed by the submitting firm and included in the bound copies of the firm's response. (*Not part of the page count*)

- 3.2.1 Response materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 3.2.2 The submitting firm is to include the appropriate page numbers to indicate the location for each of the listed items.
- 3.2.3 The **FIRM DATA SHEET** for the prime firm only.
- 3.2.4 Package should include:

TAB 1. Proposer's credentials & previous performance on similar jobs

(Maximum 30 Points). Proposers shall provide, in detail their credentials for providing construction services for water and wastewater utility projects and any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Include a description of the proposer's business history and number of years in operation. **Must include copies of General Contractor and Underground Contractor licenses.**

TAB 2. Staff Credentials and Resumes

(Maximum 10 Points). The proposer shall include the name, title, address and telephone number of persons who will both manage and be assigned to perform services under the proposal. A signed one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required shall be included. Failure to do so may be cause for rejection of the proposal. Credentials will be subject to verification.

In the event there should be a change in the person(s) names assigned to perform the services under this contract, the contractor shall submit, for approval to the City, the credentials and resumes of the person(s) the contractor wishes to perform the services under this contract

FIELD FOREMAN MINIMUM REQUIREMENTS:

- ☐ 5 YEARS EXPERIENCE AS FOREMAN OR SUPERVISOR
- ☐ MANHOLE AND WET WELL SEWPERCOATING FOREMAN TO HAVE 5 YEARS EXPERIENCE

TAB 3. References

(Maximum 30 Points) A list of five (5) applicable customer references is to be provided who have contracted for similar services offered by the proposer, which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. The list shall include:

- a. Company name and address.
- b. Contracting officer and telephone number.
- c. Technical representative and telephone number.
- d. A brief, written description of the project.

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal

TAB 4. Office Location. **(Maximum 10 Points).** Rating will be based on ease of contract administration and responsiveness. The proposer with all key personnel located within two (2) hours of the City of Zephyrhills.

TAB 5. Responsiveness/Availability of Equipment. (Maximum 10 Points). Proposer shall submit a complete list of all equipment owned by their firm to include the location of the yard where the equipment is stored when not in use.

TAB 6. Hourly Rates and Equipment Rates. (Maximum 10 Points). Proposer shall submit a list of hourly rates for personnel and hourly/daily/weekly/monthly rates for equipment for emergency work and planned Not-to-Exceed work. Proposer shall also identify the percentage markup charged on materials, subcontracted labor, etc.

- ☐ Must include list of equipment owned
- ☐ Is office facility owned or rented

TAB 7. Acceptance of Conditions. Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

Exceptions taken by a proposer may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the City

TAB 8. Required Forms-In addition to above *(Not part of the page count)*

- ☐ Proposer's Checklist
- ☐ Firm Data Sheet
- ☐ Firm Data Sheet-Subcontractor
- ☐ Drug Free Workplace
- ☐ Statement of No Response
- ☐ E-Verify
- ☐ RFP Acceptance
- ☐ Public Entity Crimes
- ☐ Addenda
- ☐ Non-Collusive Affidavit

3.4 **Financial Capacity TAB 9.** Provide documentation of your firm's financial stability and sufficient financial capability to complete a project of this scope, as follows: (4) page maximum

3.4.1 Financial Stability. Provide summary certified financial statements demonstrating the tangible net worth of your firm, current operating cash balances, bank lines of credit and contingent liabilities.

3.4.2 Ownership. Provide information on the form of ownership, principal owners, length of ownership; if there are any pending changes to the company's ownership, identify the nature of these changes.

3.5 The response information should be included on either the forms provided in this RFP, or a reasonable facsimile of the provided forms. Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

SECTION 4 - EVALUATION CRITERIA & RANKING PROCESS

4.1 General Ranking. The evaluation and ranking of all Competitive proposals received shall be accomplished utilizing the criteria described in this Section.

4.2 Selection Criteria. All proposals shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the proposal:

30	Credentials & Previous Performance on Similar Jobs
10	Staff Credentials & Resumes
30	References
10	Office Location
10	Responsive & Availability of Equipment
<u>10</u>	Hourly Rates for Personnel & Equipment
100	<i>Ranking based on 100 point system-maximum</i>
-5	Missing Documentation

SECTION 5 - FORMS

FIRM DATA SHEET

RFP 35-19-01

APPLICANT FIRM NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

FEIN NUMBER: _____

CONTACT PERSON/TITLE: _____

Type Ownership: _____

Submittal for _____ Parent Company
_____ Branch or Subsidiary

Parent Company, if any: _____

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

SUBCONTRACTOR:**Firm Name and Address****Services to be Provided**

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

PUR062.036
re. 10/97

CITY OF ZEPHYRHILLS

STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: _____ Date: _____

Telephone Number: _____ Signature: _____

Return completed form to: City of Zephyrhills, Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

Or Produced identification _____
Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of _____

_____, being first duly sworn, deposes and says that he/she is
_____, the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Officer

_____ (Company Name)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
by

_____ (name and title of corporate officer)
of _____ (Name of Corporation),
a _____ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.

_____ (Signature line for notary public)
_____ (Name of notary type, printed or stamped)
_____ (Title or rank)

My commission expires: _____
Serial number, if any _____

E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm:

Authorized Signature:

Title:

Date:

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.

Authorized Signature

Date

Printed Name

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
_____ day of _____ A.D. 2019

_____ (Seal) By: _____
Title: _____

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES	RATES	
	WORKING HOURS	AFTER HOURS
Supervisor		
Foreman		
Helper - Labor Only		
Helper with Truck/Trailer		
Backflow Technician		
Other: (EXPLAIN)		
Please provide when after hours would apply		

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator							
Back Hoe with Operator							
Vac Truck - 2 Man Crew							
CCTV Camera Trailer with Operator							
Tractor with Bucket with Operator							
4" Sewage Bypass Pump with Hoses							
Bypass Pump Fuel Additional							
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator							
Infiltrator MH Leak Stop Plus Labor							
Portable Concrete Mixer with Crew							
Metal Fabrication/Welding Lead Man							
Metal Fabrication/Welder							
Sand Blast Trailer Rig with Crew							
Sand Blasting Sand							
Compactor with Operator							
Air Compressor Road Bore							

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	
Materials from Stock	
Subcontract Labor	
Performance and Payment Bond	Cost

Company Name: _____

Authorized Signature/Date: _____



REQUEST FOR PROPOSAL

Response Acknowledgement

SUBMIT BID RESPONSE TO:

CITY OF ZEPHYRHILLS
ATTN: PURCHASING DEPT
5335 8TH STREET
ZEPHYRHILLS, FL 33542

PURCHASING AGENT: Karen Miller

Phone: 813-780-0000 x3536

Email: Purchasing1@ci.zephyrhills.fl.us

AN EQUAL OPPORTUNITY EMPLOYER

FLORIDA TAX EXEMPT

#85-8012740166C-4

FEDERAL IDENTIFICATION NUMBER

#59-6000455

BID/PROPOSAL DOCUMENTS MAY BE OBTAINED AT

BidNet Direct, <https://www.bidnetdirect.com/>

City of Zephyrhills-City Hall-Purchasing, 5335 8th Street, Zephyrhills, Florida 33542

BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE	BID/PROPOSAL RESPONSES OPENING DATE/TIME
35-19-01	June 21, 2019	Water & Wastewater Misc Construction/Maintenance Services	Friday - July 26, 2019 - 3 PM

PRE CONFERENCE DATE/TIME/LOCATION ☒ Strongly Recommended ☐ None

DATE: Friday - June 28, 2019

TIME: 10:00 AM

City of Zephyrhills City Hall Council Chambers, 5335 8th Street, Zephyrhills, FL

RESPONSES RECEIVED AFTER ABOVE

DATE AND TIME

WILL NOT BE ACCEPTED

VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.

RESPONDER'S NAME/ADDRESS:

Killebrew, Inc.

PO Box 6258

Lakeland, FL 33807

TELEPHONE NUMBER: 863-701-0273

EMAIL ADDRESS: Bill@Killebrewinc.net

If returning as a "NO" state reason:

I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company.

FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:

59 295 2542

X AUTHORIZED SIGNATURE

William C. Thomas, IV
President

PRINTED NAME/TITLE

THIS FORM MUST BE NOTARIZED BELOW

Sworn to and subscribed to me this 26th day of July, 2019Personally known: ☒ Or produced identification: ☐

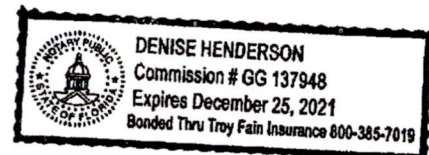
Type of ID: _____

Florida

Notary Signature State

My commission expires: December 25, 2021

AFFIX NOTARY STAMP BELOW



BONDS

THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.



Construction & Engineering

July 26, 2019

Ms. Karen Miller
City of Zephyrhills Purchasing Department
5335 8th Street
Zephyrhills, FL 33542

RE: RFP# 35-19-01: Water and Wastewater Misc. Construction/Maintenance Services

Ms. Miller,

Thank you for the opportunity to provide the City of Zephyrhills with a response to the above referenced RFP. The scope of services described in this RFP is exactly the services that we are proud to offer. We provide our customers construction, rehabilitation, and replacement of underground utility systems and plants, to include potable water systems, force mains, pump stations, gravity sewers, reclaimed water systems, stormwater systems, water plants, and wastewater plants. A complementary service to construction that we provide is professional engineering. This allows our customers to fast-track projects by providing a "one stop shop" for construction and engineering services for a true design-build approach. With our professional licenses, we can fulfill customer needs to design and build utility improvement projects of virtually any nature and scope.

Since our founding in 1989, Killebrew, Inc. has built a tradition of integrity, excellence, and innovation. Without exception, we have completed every project on or ahead of schedule and at or under budget. This level of performance and focus on quality and safety is clearly attributed to our employees and their dedication to our core beliefs:

- Provide the highest standards of quality and performance on every project
- Strive for on-time, on-budget delivery
- Teamwork: top-down and bottom-up
- No project is too big or too small
- Safety and efficiency using technology
- Ethical business practices

One of our proud hallmarks is repeat business by selection, not necessarily low bid. Repeat business is achieved by satisfying our customers and exceeding their expectations. We have enjoyed the pleasure of repeat business with numerous municipal customers near Zephyrhills and encourage you to contact our references that are provided herein to discuss our services, professionalism, expertise, and their satisfaction with us.

We look forward to working with the City of Zephyrhills on this most important project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bill Thomas', is written over a horizontal line.

Bill Thomas, PhD, PE
President

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Tab 1. Proposer's Credentials and Previous Performance on Similar Jobs

Killebrew, Inc. has been in business since 1989 (30 years to date) and based in Lakeland, FL only. All bidding, construction management, accounting, and equipment maintenance and repairs are performed from this location.

Killebrew is comprised of approximately 100 employees, all managed from our Lakeland office. The following organizational chart provides the structure of our company. Depending upon the breadth and scope of the work awarded to Killebrew, Inc., some or all these employees may work on a project.

Since our founding in 1989, Killebrew has always focused on public sector utility construction work. As mentioned in the cover letter, one of our proud hallmarks is repeat business by selection, not necessarily low bid. Repeat business is achieved by satisfying our customers and exceeding their expectations. We have enjoyed the pleasure of repeat business with numerous municipal customers throughout central Florida and near Zephyrhills and encourage you to contact our references that are provided herein to discuss our services, professionalism, expertise, and their satisfaction with us.

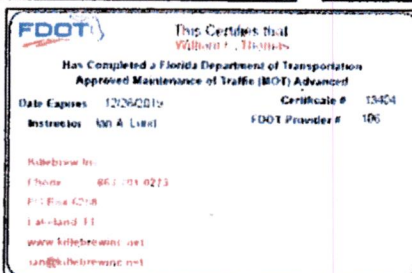
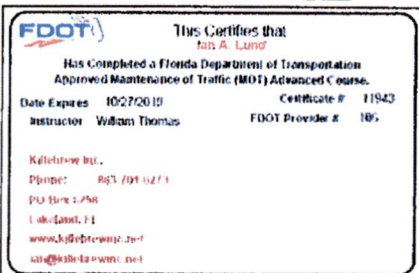
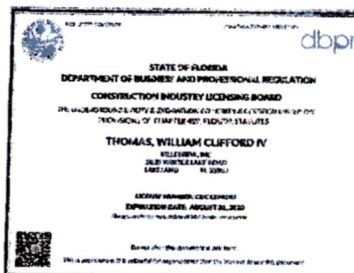
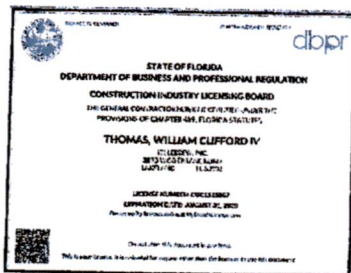
Our staff includes 14 field crews that perform our construction services. Management of these crews is accomplished by a construction management team lead by our General Manager, Director of Project Management and Safety, two General Superintendents (one for open-cut/new construction and one for rehabilitation construction), and four project superintendents. Complementary staff include professional engineering and design personnel that perform design and permitting of utility systems and plants daily. This is extremely important to minimize time and expense to the City when urgency is needed. We can expedite the design, permitting, and construction of a project for the City because we do not have to subcontract for these services, nor does the City have to negotiate or manage a separate contract with an engineering firm for design and/or permitting services. Our staff includes Advanced Maintenance of Traffic (MOT) trained persons, as certified by the Florida Department of Transportation (FDOT). Construction work within public rights-of-way requires a MOT plan prepared by an FDOT certified person. This is essential in expediting and executing both emergency and scheduled construction work because we can prepare MOT plans with in-house staff, eliminating the need to subcontract for these services.

Notably, given that this RFP is a continuing services contract, we have enjoyed repeated award of the Utilities Construction Services contract with Polk County for the past 20 years. Other continuing services contracts that we currently hold and/or have held include: City of Orange City Water Quality Improvements, City of Sanford Water Quality Improvements, City of Altamonte Springs Prechlorinated Water Main Pipe Bursting, City of Boynton Beach Prechlorinated Water Main Pipe Bursting, Hillsborough County Fire Hydrant and Blow-Off Replacements, City of Casselberry Water Quality Improvements, and the Polk County Drainage Improvements.

Killebrew's licensures in Florida include: Certified General Contractor, Certified Underground Utility and Excavation Contractor, Certified Plumbing Contractor, Class V Fireline Contractor, Florida Professional Engineering Business, and Advanced MOT Certification by the Florida Department of Transportation. Evidence of these licenses follow.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Certificate of Authorization	KILLEBREW, INC.	Primary	8720 Cert. of Auth.	Current 02/28/2021
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 PO BOX 6228 LAKELAND, FL 33807			
Certified Plumbing Contractor	KILLEBREW, INC.	DBA	CPC1428425 Cert Plumbing	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Certified General Contractor	KILLEBREW, INC.	DBA	CGC1515807 Cert General	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Certified Underground Utility and Excavation Contractor	KILLEBREW, INC.	DBA	CUC1224160 Cert Under	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Certified Underground Utility and Excavation Contractor	KILLEBREW, INC.	DBA	CUC1224160 Cert Under	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Construction Business Information	KILLEBREW, INC.	Primary	Business Info	Current, Active
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 PO BOX 6228 LAKELAND, FL 33807			

License Type	Name	Name Type	License Number/Rank	Status/Expires
Professional Engineer	THOMAS, WILLIAM CLIFFORD IV	Primary	50864 Prof Engineer	Current, Active 02/28/2021
Main Address:	2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Certified Underground Utility and Excavation Contractor	THOMAS, WILLIAM CLIFFORD IV	Partner	CUC1224160 Cert Under	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Certified Plumbing Contractor	THOMAS, WILLIAM CLIFFORD IV	Primary	CPC1428425 Cert Plumbing	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			
Certified General Contractor	THOMAS, WILLIAM CLIFFORD IV	Primary	CGC1515807 Cert General	Current, Active 08/31/2020
License Location Address: Main Address:	2830 WINTER LAKE ROAD LAKELAND, FL 33803 2840 FALLS BLVD. STREET NW SUITE 100 LAKELAND, FL 33809			



Tab 2. Staff Credentials and Resumes

The following list includes key management and administrative staff. All work from Killebrew's Lakeland office, physical address of 2830 Winter Lake Road, Lakeland, FL 33803; office phone number: (863) 701-0273

Name & Licensing	Position	Work History, years	
		Position/Occupation	Current Employer
Bill Thomas, PhD, PE (FL: PE, CGC, CUC, CFC, Adv. MOT, Class V Fireline)	President	9	19
Rich Bushart	Gen. Mgr, VP	8	22
Ian Lund (Adv. MOT)	Director of PM & Safety, VP	12	17
Denise Henderson	CFO	5	21
Adre Poleon	Estimator, PM	5	1
Gary Oda	Designer	20	2
Hunter Elliott	Project Coordinator, Asst. PM	6	1
Chuck Eisenhower	Gen. Supt., Open-Cut	11	37
Jimmy McCormick	Gen. Supt., Rehab	11	25
Bill Hilyard	Project Supt.	11	11
Juan Huerta	Project Supt.	5	19
Bruce Herold	Project Supt.	12	18
Darrell Fisher	Project Supt.	7	7
Billy Wolf	Foreman	10	14
Kenny Braswell	Foreman	9	9
David Dease	Foreman	11	11
Jeff Paskey	Foreman	20	3
Michael Fisher	Foreman	6	6
Pedro Rebollar	Foreman	6	6
Roger White	Foreman	8	2
Mike Monday	Foreman	8	11
Nick Adamson	Foreman	6	9
Kevin Mitchell	Foreman	10	21
Willie Burton	Foreman	7	7
Carlos Vargas	Foreman	10	2
Jesse West	Foreman	3	3
Roy Stalvey	Foreman	8	8

The following resumes are of key staff anticipated to manage work for the City on this contract.

BILL THOMAS, PhD, PE

EXPERIENCE: 31 YEARS EXPERIENCE IN CONSTRUCTION AND ENGINEERING

EDUCATION: DOCTOR OF PHILOSOPHY & MASTER OF SCIENCE IN CIVIL ENGINEERING,
UNIVERSITY OF SOUTH FLORIDA
BACHELOR OF SCIENCE, GEORGIA SOUTHERN UNIVERSITY

REGISTRATIONS & CERTIFICATIONS: FLORIDA PROFESSIONAL ENGINEER, No. 50664
FLORIDA CERTIFIED UTILITY & EXCAVATION CONTRACTOR, CUC1224160
FLORIDA CERTIFIED GENERAL CONTRACTOR, CGC1515807
FLORIDA CERTIFIED PLUMBING CONTRACTOR, CFC1428425
FLORIDA FIRE PROTECTION SYSTEM CONTRACTOR V, No. 19741400012010
FDOT ADVANCED MAINTENANCE OF TRAFFIC CERTIFICATION
FDEP QUALIFIED STORMWATER MANAGEMENT INSPECTOR
MODIFIED CLASS II TRAINED FOR ASBESTOS-CEMENTITIOUS PIPE
GEORGIA UTILITY MANAGER, No. UM101880

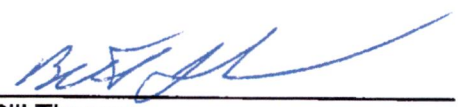
WORK EXPERIENCE:

KILLEBREW, INC., General Manager to President, Lakeland, FL 2000 - Present
Management of up to \$25M annual revenue company and up to 150 employees, to include daily operations, budgeting, business strategic planning, estimating, and project management. Professional engineering design, hydraulic modeling, and permitting. Bid preparation and review. Customer/client relations and technical sales.

POLK COUNTY UTILITIES, Engineer/Engineering Manager, Bartow, FL 1990-2000
Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Research/evaluate treatment technologies and equipment. Manage Repair and Replacement Capital Improvements Program (\$3M - \$7M annual budget). Contract management of consultants and contractors for design, permitting and construction services.

APAC-GEORGIA, Project Manager/Engineer, Augusta, GA 1987-1990
Manage utility and roadway construction projects for cities, counties, Georgia Department of Transportation, and Federal Highway Administration. Field surveying and construction layout. Cost estimating, bid preparation, and project management.

Adjunct Professor, University of South Florida, Lakeland, FL 1998
Teaching undergraduate environmental engineering core courses.

Signed: 
Bill Thomas

RICH BUSHART

EXPERIENCE: 31 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

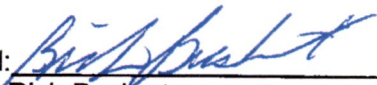
EDUCATION: WESTFIELD HIGH SCHOOL
WESTFIELD, IL

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to General Manager, Lakeland, FL 1997 – Present
Manage construction of multiple projects ranging from \$50,000 to \$25,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, estimating, meeting and coordinating with engineers, owners, and inspectors.

MID-STATE PAVING, Foreman, Auburndale, FL 1992-1997
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PHILLIPS & JORDAN, Foreman, Dade City, FL 1988-1992
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

Signed: 
Rich Bushart

IAN LUND

EXPERIENCE: 19 YEARS EXPERIENCE IN CONSTRUCTION AND SURVEYING

EDUCATION: KATHLEEN HIGH SCHOOL, LAKE LAND, FL
UNIVERSITY OF SOUTH FLORIDA, TAMPA, FL

WORK EXPERIENCE:

KILLEBREW, INC., Senior Project Manager/Estimator/Safety Manager, Killebrew, Inc., Lakeland, FL, 2005 - Present

Construction cost estimating, managing, and design of projects ranging from \$5,000 to \$20,000,000 in size. Nature of projects is site development, new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include take-offs, pricing, bid preparation, meeting and coordinating with engineers, owners, inspectors, subcontractors and in-house superintendents and crews.

Design experience includes working with in-house professional engineering staff, CAD staff, owners, right-of-way entities, and other utilities for the design and permitting of utility projects of similar size and scope and described above. Design duties include preparation of maintenance of traffic plans under the direct supervision of a professional engineer, meeting with owners and right-of-way agents to review, discuss, and finalize maintenance of traffic plans; design of utility and pipeline project under the direct supervision of a professional engineer; and preparation of regulatory agency permit applications of these projects.

Maintenance of traffic education instruction experience includes working with in-house Advanced Maintenance of Traffic Certified Instructor and Florida Professional Engineer to prepare coursework and administer course and field training for flagging courses and certification; prepare coursework and administer course and field training for intermediate maintenance of traffic courses and certification; and administer and assist in grading exams of flagging and intermediate courses.

NORTHPOINT LAND SURVEYING, INC., Rodman to Surveyor, Lakeland, FL 2000 – 2005

Survey crew member (rodman to party chief) for site surveying, to include construction layout, as-builts, parcel surveying and mapping, and mortgage surveys.

Signed: 

Ian Lund

CHUCK EISENHAUER

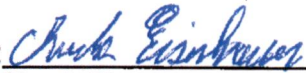
EXPERIENCE: 38 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: WESTERN WAYNE HIGH SCHOOL, SOUTH CANNAN, PA

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to General Superintendent, Lakeland, FL 2004 – Present
Manage construction of multiple projects ranging from \$5,000 to \$12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

UTILITY PIPING SYSTEMS, INC., Foreman, Utility Piping Systems, Lakeland, FL 1981-1989
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

Signed: 
Chuck Eisenhauer

JIMMY MCCORMICK

EXPERIENCE: 32 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: KATHLEEN HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to General Superintendent, Lakeland, FL 1993 – Present

Manage construction of multiple projects ranging from \$5,000 to \$12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

B & J CONCRETE, Foreman, Lakeland, FL 1991-1993

Foreman for pipe construction and concrete of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries, sidewalks, curb and gutter, retaining walls, etc.

EMPIRE PIPE, Foreman, Lakeland, FL 1980-1991

Foreman for pipe construction of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

Signed: _____


Jimmy McCormick

DARRELL FISHER

EXPERIENCE: 41 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: LAKELAND HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to Project Superintendent, Lakeland, FL 2012 – Present
Manage construction of multiple projects ranging from \$5,000 to \$12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

SWELL CONSTRUCTION, Foreman, Oviedo, FL 2011-2012
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

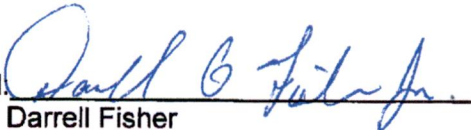
CATHCART CONTRACTING, Foreman, Winter Springs, FL 2009-2011
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

MARLON DUNN CONTRACTING, Foreman, Plant City, FL 1994-2009
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

TRUJILLO CONSTRUCTION, Foreman/Operator, Winter Haven, FL 1991-1994
Field supervision and management of jack and bore operations, sizes from 2" to 80".

PROFESSIONAL CONTRACTING, Foreman/Operator, Lakeland, FL 1989-1991
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

UTILITY PIPING SYSTEMS, Foreman/Operator, Lakeland, FL 1978-1989
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

Signed: 
Darrell Fisher

BRUCE HEROLD

EXPERIENCE: 25 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: LAKELAND SENIOR HIGH SCHOOL, LAKELAND, FL

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to Project Superintendent, Lakeland, FL 1997 - Present
Manage construction of multiple projects ranging from \$50,000 to \$5,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

MARLON DUNN, Pipelayer, Lakeland, FL 1994 - 1997
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

Signed: _____

Bruce Herold

JUAN HUERTA

EXPERIENCE: 19 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: WEST BRIDGE SECONDARY SCHOOL, GRAND RAPIDS, MI

WORK EXPERIENCE:

KILLEBREW, INC., Pipelayer to Project Superintendent, Lakeland, FL 2000 – Present

Manage construction of multiple projects ranging from \$5,000 to \$5,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

Signed: _____

Juan Huerta

BILL HILYARD

EXPERIENCE: 22 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: MARATHON HIGH SCHOOL, MARATHON, FL

WORK EXPERIENCE:

KILLEBREW, INC., Foreman to Superintendent, Lakeland, FL 2008 – Present

Manage construction of multiple projects ranging from \$5,000 to \$5,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

SWELL CONSTRUCTION, Foreman, Christmas, FL 2005 - 2008

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIONEER CONSTRUCTION, Foreman, Auburndale, FL 1997 - 2005

Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

Signed: 
Bill Hilyard

GARY ODA

EXPERIENCE: 20 YEARS OF SURVEYING / CONSTRUCTION EXPERIENCE
3 YEARS AS A CORRECTIONAL OFFICER/PROGRAM DIRECTOR/
CASE MANAGER

EDUCATION: COASTAL GEORGIA COMMUNITY COLLAGE
UNIVERSITY OF ADVANCE COMPUTER TECHNOLOGY
ITT TECHNICAL INSTITUTE
ST. ANNE HIGH SCHOOL

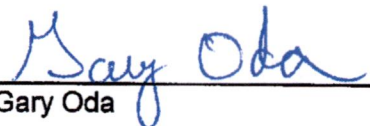
CERTIFICATIONS: AUTOCAD CIVIL 3D - USING GIS MAP DATA IN CIVIL 3D ENVIRONMENT
AUTOCAD CIVIL 3D FOR SURVEYORS
AUTOCAD - LAND DEVELOPMENT LEVEL 1

WORK EXPERIENCE:

KILLEBREW, INC., Project Designer, Lakeland, FL, 2017 - Present
Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Utilizing an array of different ideas, sources, supplied survey data, GIS data & PDF markups to produce highly informative and highly detailed final submittal drawings, record drawings and conceptual designs.

BHA GROUP, CAD DESIGNER, FOLKSTON, GA, 1997-2017
Create complex fabrications, installation and purchase drawings from engineer sketches, OEM drawing and actual parts. Responsible for laying out and designing mechanical and structural assemblies. Create 3D drawings of mechanical parts and assemblies.

US AIR FORCE, Aerospace Ground Equipment Technician, 1984-1997
Responsible for ground technical equipment; maintenance and repair.

Signed: 
Gary Oda

ADRE POLEON

EXPERIENCE: 4 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: GEORGE JENKINS HIGH SCHOOL, LAKELAND, FL
UNIVERSITY OF FLORIDA, GAINESVILLE, FL

WORK EXPERIENCE:

KILLEBREW, INC., Estimator/Project Manager, Lakeland, FL 2018 - Present

Estimate and project management of multiple projects ranging from \$50,000 to \$2,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 60-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

PAUL DAVIS RESTORATION, INC., Project Manager, Lakeland, FL 2015 - 2018

Manage construction of multiple projects ranging from \$5,000 to \$25,000 in size. Nature of projects was new and rehabilitation of homes due to water, fire, and mold damage. Duties included day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

Signed: _____

Adre Poleon

BRADLEY MILLER

EXPERIENCE: 17 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY

EDUCATION: AMERICAN ACADEMY HIGH SCHOOL, NICOSIA, CYPRUS
WHEELING JESUIT UNIVERSITY (BA), WHEELING, WV

WORK EXPERIENCE:

MAXX ENVIRONMENTAL, Supervisor, Riviera Beach, FL 2016 - Present

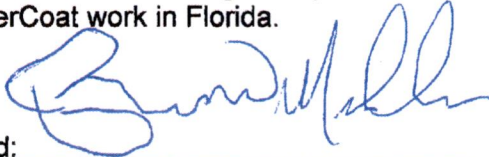
Supervise employees and projects from beginning to completion for underground utility infrastructure rehabilitation and repair services utilizing SewperCoat. Additional daily work responsibilities include bid preparation, project management, materials procurement, project coordination with general contractors, other subcontractors, suppliers, owners, and engineers.

FORTILINE WATERWORKS, Account Manager, Riviera Beach, FL 2013 - 2016

Fortiline is an underground utility water and sewer materials distributor. Daily responsibilities included plan take-offs, quotes, coordinating material shipments, invoicing, job-site conflict resolution, assist engineers, owners, and contractors on plan and specification development for projects. Projects were primarily public-sector projects ranging in size from \$500k to \$10 million in size.

CEES, INC., Supervisor, West Palm Beach, FL 2002 - 2013

Supervise employees, projects, and daily operations of the business throughout Florida. Daily responsibilities included business development, bid preparation, project management, and scheduling from concept to completion of underground utility infrastructure rehabilitation and repair services utilizing SewperCoat. During this time, I managed over \$40 million of SewperCoat work in Florida.



Signed: _____
Bradley Miller

Tab 3. References

1. LS 35 & SR 37 Gravity Sewer & Force Main Improvements & LS 99
 - a. Company name and address: Polk County Utilities, 1011 Jim Keene Blvd., Winter Haven, FL 33811
 - b. Contracting officer and telephone number: Mark Addison, PE, Polk County Utilities CIP Manager, (863) 298-4101
 - c. Technical representative and telephone number: same as "b" above.
 - d. A brief, written description of the project: Two quadplex lift stations approximately 25 feet deep each, wet well and manhole liners and coatings, over a mile of 30" gravity sewer with manholes, approximately 1,500 feet of 20" force main, diesel-power generators, electrical, instrumentation, controls, numerous connections to existing gravity sewers and force mains, and grouting/abandonment of over a mile of existing gravity sewers, manholes, and force mains. Site conditions were congested, urban areas on County and State rights-of-way in south Lakeland, FL requiring customized maintenance of traffic plans, site restoration, dewatering, etc.
2. Potable Water Distribution Quality Improvements
 - a. Company name and address: City of Orange City, 229 E. Graves Ave., Orange City, FL 32763
 - b. Contracting officer and telephone number: David Santiago, Purchasing Manager, (386) 775-5440
 - c. Technical representative and telephone number: Mike Watson, Public Work Construction Manager or Migdalia Hernandez, Public Works Director, (386) 775-5440
 - d. A brief, written description of the project: IDIQ contract for the design/build of approximately 50,000 feet of potable water main replacement using various technologies (conventional open-cut, horizontal directional bore, and pipe bursting), including valves, hydrants, fittings, service connections, connection to existing mains, abandonment/removal/grouting of existing water mains, maintenance of traffic plans, site restoration, and dewatering. Site conditions were congested, urban areas along City, County, and State rights-of-way in Orange City.
3. City of Sanford Water Quality Improvement Project
 - a. Company name and address: City of Sanford, 300 North Park Ave, Sanford, FL 32771
 - b. Contracting officer and telephone number: William Smith, Purchasing Manager, (407) 688-5028/5030.
 - c. Technical representative and telephone number: Mike Watson, Public Work Construction Manager or Migdalia Hernandez, Public Works Director, (386) 775-5440. Mike and Migdalia were the Senior Inspector, and Utilities Engineer, respectively, with the City of Sanford for this project. Shortly after this project's completion, they both left the City of Sanford to accept employment with the City of Orange City. This is why their Orange City phone numbers are provided here for the Sanford project.
 - d. A brief, written description of the project: IDIQ contract for the design/build of approximately 50,000 feet of potable water main replacement using various technologies (conventional open-cut, horizontal directional bore, and pipe bursting), including valves, hydrants, fittings, service connections, connection to existing mains, abandonment/removal/grouting of existing water mains, maintenance of traffic, site restoration, and dewatering. Site conditions were

congested, urban and commercial areas along City, County, and State rights-of-way in Sanford.

4. Polk County BVP 14-156 Utilities Construction Services
 - a. Company name and address: Polk County Utilities, 1011 Jim Keene Blvd., Winter Haven, FL 33811
 - b. Contracting officer and telephone number: Tim Todd, Polk County Utilities Project Manager, (863) 298-4101
 - c. Technical representative and telephone number: same as "b" above.
 - d. A brief, written description of the project: An IDIQ continuing services contract for the construction, repair, replacement, rehabilitation, and design/build of utility projects. This was a 5-year contract. Its scope included pipelines (water, sewer, reclaimed water), pump stations, water plants, wastewater plants. Pipe sizes ranged from 1" to 36" pressure pipe and gravity pipe. Pump station work included new and rehabilitation work, including coating of select wet wells and manholes with SewperCoat. Plant work primarily included repairs and modifications of existing plants, to including repairing/replacing tray aeration on ground storage tanks. Most water plant work included design/building of new and replacement hydropneumatics tank systems, with associated cast-in-place reinforced concrete support monuments, valves, fittings, and piping. These tank sizes ranged from 5,000 to 30,000-gallon steel tanks. Site restoration, dewatering, bypass pumping, and maintenance of traffic are associated necessities with these projects. Notably, this contract ends this month (July 2019, and we were the successful bidder for the new Utilities Construction Services Contract RFP 19-299.
5. Pre-Chlorinated Pipe Bursting of Potable Water Mains
 - a. Company name and address: City of Boynton Beach, 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425
 - b. Contracting officer and telephone number: Tim Howard, Director of Financial Services, or Karen Riseley, CPPB, Maintenance Manager, (561) 742-6435.
 - c. Technical representative and telephone number: Brandon Mingo, Supervisor, (561) 742-6438
 - d. A brief, written description of project: An IDIQ continuing service contract for potable water main replacement. The primary construction technique is pipe bursting but is supplemented with traditional open-cut and horizontal directional drilling. Work includes design/build as needed for water main replacement within the City of Boynton Beach, which is a highly congested, urbanized area requiring specialized/custom designed maintenance of traffic plans in addition to site restoration, fittings, valves, services, and connection to existing mains.

Tab 4. Office Location

Killebrew's office is located at 2830 Winter Lake Road, Lakeland, FL 33803. Our mailing address is PO Box 6258, Lakeland, FL 33807. All employees report to/from this office, and all work is managed from this office. We own our properties, office buildings and shop yard.

Tab 5. Responsiveness/Availability of Equipment

Below is a list of equipment owned by Killebrew, Inc. When the equipment is not in use on a project, it is kept at our shop yard located at 3330 Reynolds Road, Lakeland, FL 33803, which is a mile from our administration and construction management buildings.

Year	Make	Model	Description
2005	Komatsu	PC300LC	Track hoe.
2006	Kobelco	235SRLC SK	Track hoe
2011	Kobelco	SK350	Track hoe
2016	Komatsu	PC55MR	Track hoe
2005	Kobelco	480 Dynamic Acera	Track hoe
2005	Kobelco	SK135SRLC	Track hoe
2005	Komatsu	PC35MR-2	Track hoe
2005	Komatsu	PC40-1	Track hoe
2005	Komatsu	PC78MR-5	Track hoe
2007	New Holland	EH35	Track hoe
2004	Kobelco	SK210LC	Track hoe
1999	Yanmar	B37-2B	Track hoe
2001	Kobelco	SK135SRLC-1E	Track hoe
2002	Kobelco	SK135SRLC-1E	Track hoe
2004	John Deere	200CLC	Track hoe
2005	Caterpillar	330CL	Track hoe
2006	Komatsu	PC78US	Track hoe
2001	Komatsu	PC75UU	Track hoe
2014	Komatsu	WA270-7	Loader
2005	Komatsu	WA200	Loader
2003	Komatsu	WA200-5	Loader
2006	Komatsu	WA270-7	Loader
2004	Komatsu	WA320-5	Loader
2005	Komatsu	WA320L-5	Loader
2002	Caterpillar	938G	Loader
1992	Komatsu	WA320-1	Loader
2006	Komatsu	WA70-5	Loader
2004	Komatsu	WA320-5	Loader
2004	Komatsu	WA320-5	Loader
2016	Caterpillar	420F2IT	Rubber tire
2005	Komatsu	WB140	Rubber tire
2005	Komatsu	WB140	Rubber tire
2006	Caterpillar	420 ET	Rubber tire
1995	Caterpillar	416B	Rubber tire
2008	Caterpillar	420 EIT	Rubber tire
2006	New Holland	B95NH	Rubber tire
2005	Komatsu	D31PX	Dozer
1990	Caterpillar	D4C	Dozer
2014	Vermeer	D20x22 Series II Navigator	Horizontal Directional Bore Rig
2013	Vermeer	D24x40 Series II Navigator	Horizontal Directional Bore Rig
2001	McElroy	412	Fusing machine
2000	McElroy	618	Fusing machine
2002	Vac-Tron	PMD800DT	Vacuum excavator
1996	Vac-Tron	PMD500	Vacuum excavator
2010	Caterpillar	246C	Skid steer
2008	Lee-Boy	L1000F	Pneumatic asphalt paver
2014	Wacker	RD12	Roller, steel wheel
	Mitchell	M115	Pipe burster, static pull

	Scandinavian No-Dig	T125	Pipe burster, static pull
	Scandinavian No-Dig	T40	Pipe burster, static pull
2010	Mitchell	M80	Pipe burster, static pull
	Scandinavian No-Dig	T40	Pipe burster, static pull
2012	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
	Lay-Mor		Broom tractor
2005	Kaufman Trailer Mfg		24-ton trailer
			Tandem axle trailer
1992			Tandem axle trailer
2007	Kaufman Trailer Mfg		24-ton trailer
2014			Tandem axle trailer
2003	Eager Beaver Trailers	50GSL	Drop neck low boy triple axle trailer
	Ingersoll Rand		Trailer air compressor
	Ingersoll Rand	185	Trailer air compressor
2001	Ford	F450	Truck, crew, diesel, 4x4
2013	Ford	F450	Truck, crew, diesel, 4x4
2005	Chevrolet	C4500	Truck, crew, diesel, 4x4
2003	Ford	F250	Truck, crew
2002	Ford	F450	Truck, crew, diesel
2007	Chevrolet	Silverado 1500	Truck, standard cab, 4x2
2013	Ford	F450	Truck, crew, diesel, 4x4
2001	GMC	C6500	Mini dump truck
2009	Ford	F450	Truck, crew, diesel, 4x4
1990	Ford	F800	Single axle water truck
2000	Ford	F550	Truck, crew, diesel, 4x4
2005	Chevrolet	C4500	Truck, crew, diesel, 4x4
2005	Chevrolet	C4500	Truck, crew, diesel, 4x4
2007	International	DT466	Truck, flatbed, single axle
2003	Ford	F250	Truck
2005	International	DT466	Truck, flatbed, single axle
1997	International	4900	Fuel truck, single axle
2014	Ford	F450	Truck, crew, diesel, 4x4
2003	Ford	F250	Truck, 4x4
2016	Ford	F450	Truck, crew, diesel, 4x4
2015	Chevrolet	1500 Silverado	Truck, crew cab, gas
2007	Chevrolet	1500 Silverado	Truck, crew cab
2011	Ford	F150	Truck, cab+1/2, 4x4, gas

2006	Chevrolet	1500 Silverado Z71 LT	Truck, crew cab, gas, 4x4
2008	Chevrolet	2500 Silverado Z71 LTZ	Truck, crew cab, diesel, 4x4
2014	Ford	F250 Super Duty Lariat	Truck, crew cab, diesel, 4x4
2008	Chevrolet	Colorado	Truck, crew cab, gas
2016	Chevrolet	Tahoe LTZ	SUV, gas
2017	GMC	Sierra 1500 Denali Z71	Truck, crew cab, gas, 4x4
2016	GMC	Sierra 2500 Denali	Truck, crew cab, diesel, 4x4
2013	Ford	Explorer	SUV, gas
2000	Ford	F250	Truck
2004	Freightliner	FL112	Transport trucker-tractor
2000	Ford	F350	Truck, crew cab
2004	Freightliner	CL120	Dump truck, tandem axle
2001	International	4900	Flatbed, single axle
1999	Chevrolet	7500	Dump truck, single axle
1999	International	4700	Mechanics truck
1997	Chevrolet	Kodiak	Dump truck, single axle

Tab 6. Hourly Rates and Equipment Rates

The City-provided Labor/Equipment Rates Form is provided on the following page. Additionally, Killebrew owns the equipment, properties, buildings, and shop identified in Tabs 4 and 5.

Labor/Equipment Rates Form

RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services

LABOR and EQUIPMENT RATES		RATES	
	WORKING HOURS	AFTER HOURS	
Supervisor	\$80.00	\$100.00	
Foreman	\$70.00	\$85.00	
Helper - Labor Only	\$38.00	\$45.00	
Helper with Truck/Trailer	\$50.00	\$60.00	
Backflow Technician	\$55.00	\$65.00	
Other: (EXPLAIN) Operator	\$45.00	\$55.00	
Please provide when after hours would apply		After 5pm - 7am Weekends and Holidays	

EQUIPMENT RATES	SET UP FEE	HOURLY	DAILY	WEEKLY	MONTHLY	OWNED or RENTED	
						O	R
Mini Excavator with Operator	\$400.00	\$200.00	\$800.00	\$3600.00	\$12000.00	X	
Back Hoe with Operator	\$400.00	\$500.00	\$1500.00	\$4500.00	\$16000.00	X	
Vac Truck - 2 Man Crew	\$500.00	\$400.00	\$4000.00	\$20000.00	N/A		X
CCTV Camera Trailer with Operator	\$500.00	\$400.00	\$4000.00	\$20000.00	N/A		X
Tractor with Bucket with Operator	\$400.00	\$300.00	\$900.00	\$4000.00	\$14000.00	X	
4" Sewage Bypass Pump with Hoses	\$1100.00	\$100.00	\$850.00	\$2400.00	\$9000.00		X
Bypass Pump Fuel Additional	\$0	\$20.00	\$200.00	\$1000.00	\$3500.00	X	
1500 Gallon Temporary Hydro Tank							
3000 Gallon Temporary Hydro Tank							
10000 Gallon Temporary Hydro Tank							
Aerator for Ground Storage Tank							
13000 Watt Generator	\$400.00	\$100.00	\$300.00	\$1200.00	\$4200.00	X	
Infiltrator MH Leak Stop Plus Labor	\$500.00	\$400.00	\$4000.00	N/A	N/A		X
Portable Concrete Mixer with Crew	\$400.00	\$200.00	\$1600.00	\$8000.00	\$26000.00	X	
Metal Fabrication/Welding Lead Man	\$200.00	\$50.00	\$400.00	\$2000.00	\$8000.00	X	
Metal Fabrication/Welder	\$200.00	\$45.00	\$350.00	\$1800.00	\$7200.00	X	
Sand Blast Trailer Rig with Crew	\$200.00	\$60.00	\$600.00	\$2800.00	\$11200.00	X	
Sand Blasting Sand	\$0	\$300.00	\$2400.00	\$12000.00	\$48000.00	X	
Compactor with Operator	\$400.00	\$400.00	\$800.00	\$3000.00	\$10000.00	X	
Air Compressor Road Bore	\$200.00	\$60.00	\$500.00	\$2400.00	\$9600.00	X	

OTHER RATES	% MARK UP
Materials Purchased for Specific Job	10%
Materials from Stock	10%
Subcontract Labor	10%
Performance and Payment Bond	Cost 1.5%

N/A on items within table is intended to mean that monthly rates are extremely difficult to determine and highly unlikely needed. If these items are needed for a month, some sort of price based on actual cost plus a reasonable markup can be developed.

Company Name:

Killebrew Inc.

Authorized Signature/Date:

July 26, 2019

Tab 7. Acceptance of Conditions

Killebrew, Inc. does not take any exceptions to the general terms and conditions of the RFP, and to the insurance requirements or any other requirements listed in the RFP. Notably though, the All Risk insurance, if/when applicable, will be provided on a project-by-project basis, as this is a project-specific insurance, much like a payment and performance bond, it is based on the value of the materials and/or equipment needed

Tab 8. Required Forms

City-provided forms required for inclusion in the RFP response follow on subsequent pages.

City of Zephyrhills
RFP Response Form

PROJECT IDENTIFICATION NUMBER: 35-19-01

PROJECT NAME: Water & Wastewater Miscellaneous Construction Services

RFP DEADLINE: July 26, 2019 by 3 PM

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFP, as Principal, and this response to request for proposal is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: 59 295 2542

Required Documents:

- | | |
|--|---|
| ☐ RFP Acceptance | ☐ RFP Cover Response Form |
| ☐ Drug Free Workplace Form | ☐ Firm Data Sheet |
| ☐ Non-Collusive Affidavit | ☐ Firm Data Sheet-Sub Consultant |
| ☐ Public Entity Crimes | ☐ Fee Proposal Form |
| ☐ Addenda Receipt Acknowledgement | ☐ TAB 1-Licenses |
| ☐ E-Verify | ☐ TAB 2-Resume |
| ☐ TAB 3-References | ☐ TAB 4-Office Location |
| ☐ TAB 5-Equipment List | |

FIRM NAME: Killebrew, Inc.

SUBMITTER'S NAME/TITLE: William C. Thomas, IV, President

ADDRESS: PO Box 6258, Lakeland, FL 33807

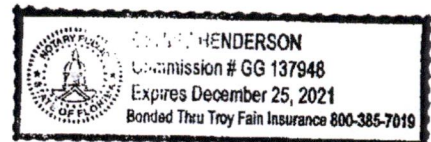
TELEPHONE NUMBER 863-701-0273 FAX 863-701-9204

EMAIL ADDRESS Bill@Killebrewinc.net

Firm Representative Signature:  Date July 26, 2019

Notary or Corporate





FIRM DATA SHEET**RFP 35-19-01**APPLICANT FIRM NAME: Killebrew, Inc.ADDRESS: PO Box 6258, Lakeland, FL 33807TELEPHONE NUMBER: 863-701-0273FAX NUMBER: 863-701-9204EMAIL ADDRESS: Bill@Killebrewinc.netFEIN NUMBER: 59 295 2542CONTACT PERSON/TITLE: Bill Thomas, PresidentType Ownership: S CorporationSubmittal for X Parent Company
N/A Branch or SubsidiaryParent Company, if any: not applicable

Former Parent Company/Companies:

not applicable

Name/Title/Phone Number of two Principals in the firm:

William C. Thomas, IV, President, (863) 701-0273Rich Bushart, Vice-President, (863) 701-0273

Present Offices: City/State/Number of personnel for each:

Lakeland, FL, +/- 100 (employee count changes but is typically about 100)

SUBCONTRACTOR:

Firm Name and Address	Services to be Provided
1. Curry Controls PO Drawer 5408 Lakeland, FL 3807	1. Electrical, instrumentation, and controls
2. Maxx Environmental, LLC 3610 Fiscal Court Riveriera Beach, FL 33404	2. SewperCoat application
3. NorthPoint Land Surveying, Inc. PO Box 804 Lakeland, FL 33802	3. Surveying
4. Imperial Testing and Engineering, Inc. 3905 Kidron Road Lakeland, FL 33811	4. Geotechnical testing services
5.	5.

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that Killebrew, Inc.

does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature

July 26, 2019

Date

PUR062.036
re. 10/97

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Zephyrhills
(print name of the public entity)
by William C. Thomas, IV, President
(print individual's name and title)
for Killebrew, Inc.
(print name of entity submitting sworn statement)

whose business address is

PO Box 6258

Lakeland, FL 33807

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 295 2542

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

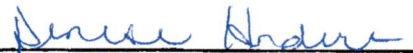


(Signature)

Sworn to and subscribed before me this 26th day of July, 2019

Personally known William C. Thomas, IV

Or Produced identification _____
Notary Public – State of Florida


My commission expires December 25, 2021
(Type of Identification)



(Printed, Typed or stamped commissioned name of notary public)
Form PUR 7068 (Rev. 06/18/92)

DENISE HENDERSON
Commission # GG 137948
Expires December 25, 2021

Addenda Receipt Acknowledgment

Addendum # 1 Date July 1, 2019 Initials WCT

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:

Firm Representative:  July 26, 2019
Signature/Date (Executed by Corporate Authority)

NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Polk

William C. Thomas, IV, being first duly sworn, deposes and says that he/she is
President of Killebrew, Inc., the party making the fore-going submittal of qualifications or bid that such
submittal
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.



Officer

Killebrew, Inc. (Company Name)

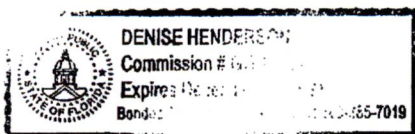
State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 26th day of July 2019
by
William C. Thomas, IV, President (name and title of corporate officer)
of Killebrew, Inc. (Name of Corporation),
a Florida (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced _____ (Identification type)
as identification.



(Signature line for notary public)
Denise Henderson
(Name of notary type, printed or stamped)
Vice-President
(Title or rank)

My commission expires: December 25, 2021
Serial number, if any Commission # GG 137948



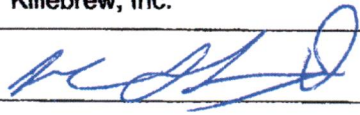
E-VERIFY

RFP No: 35-19-01
Project Description: Water & Wastewater Misc Construction
/Maintenance Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: Killebrew, Inc.
Authorized Signature: 
Title: President
Date: July 26, 2019

RFP ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-19-01 Water & Wastewater Misc Construction/Maintenance Services.



Authorized Signature

July 26, 2019

Date

William C. Thomas, IV

Printed Name

Killebrew, Inc.

Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this
____ 26th ____ day of ____ July ____ A.D. 2019



(Seal)

By: _____
Denise Henderson

Title: _____
Vice-President

From: [Ian Lund](#)
To: [John Bostic](#)
Cc: [Rich Bushart](#); [Bill Thomas](#)
Subject: RE: Const/Maint Svcs agreement
Date: Wednesday, May 11, 2022 11:07:47 AM

EXTERNAL EMAIL

John,

Please allow this email to serve as our request to extend the referenced contract. If you need a more formal letter please let me know and I will get it worked up on company letter head and sent over.

Thank you,
Ian Lund
Vice President
Director of Project Management and Safety
www.Killebrewinc.net

From: John Bostic <JBostic@ci.zephyrhills.fl.us>
Sent: Wednesday, May 11, 2022 11:02 AM
To: Ian Lund <ian@killebrewinc.net>
Cc: Rich Bushart <rich@killebrewinc.net>; Bill Thomas <bill@killebrewinc.net>
Subject: Const/Maint Svcs agreement

Ian,
I was notified that our Water & Wastewater Miscellaneous Construction/Maintenance Services agreement will be expiring at the COB August 11, 2022.
There is a stipulation for a single 3 year renewal which I would like to extend to you and hope you accept.

Please provide me a letter or email, if you wish or do not wish, to continue with this agreement.

John Bostic
Utilities Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
813-780-0000 Ext. 3508

Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this

CONSENT ITEMS 2.6

Approval of Planning Commission Board Members

Issue:

Appointment of one permanent and two alternate seats on the City Planning Commission Board.
Seat 4 (Councilman Burgess' Seat) is open for a permanent member and there are two alternate seats open.

Background:

Staff has reviewed all board membership applications received and recommends the following:
Seat 4 - Thomas Vanater (City Resident)
Alt #1 - Christa Remington
Alt #2 - Randy Stovall

Attachment(s):

1. Thomas Vanater
2. Christa Remington
3. Randall Stovall

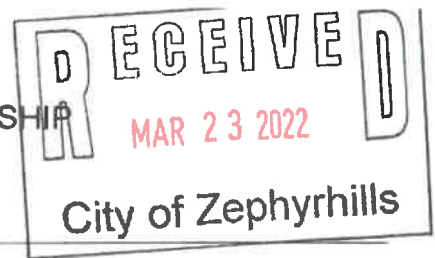
Fiscal Impact:

NA

Staff Recommendation:

Staff recommends Councils approval as proposed.

APPLICATION FOR BOARD MEMBERSHIP



NAME: Thomas Vanater
ADDRESS: 6151 Silver Oaks Rd
Zephyrhills FL 33542
813-200-7120
HOME PHONE: _____ BUS. PHONE: _____ CELL: _____
EMAIL: vanater + @ AOL. Com

I WOULD LIKE TO BE CONSIDERED FOR MEMBERSHIP ON THE FOLLOWING CITY BOARDS / COMMITTEES - Rank your first choice by placing "1" in the box to the left. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on to the left of the alternative Boards/Committees.

☐**BOARD OF ADJUSTMENT, CODE ENFORCEMENT, AND APPEALS**

Five (5) member board - 3 year term - No residency requirement. Suggested background: Engineer, Architect, Building Contractor, Electric Contractor, Home Inspector, Plumbing Contractor, and/or Mechanical Contractor.

☒**PLANNING COMMISSION**

Seven member (7) and two (2) alternate member board - 3 year term - Majority of membership must be City residents. Others may be residents of Pasco County.

☐**LIBRARY BOARD**

Five (5) member board - 3 year term - No residency requirement, must be a patron of Library.

☐**AIRPORT AUTHORITY**

Seven (7) member board - 3 year term - May live outside of City; suggested background is in an aviation related business, club or activity.

☐**HISTORIC PRESERVATION BOARD**

Five (5) member board - 3 year term - Must live in the City. Preference: Interest or background in Architecture, local history, building contracting and/or community planning.

☒**PARKS & RECREATION ADVISORY BOARD**

Seven (7) member board - 3 year term - Must be a Pasco County resident.

☐**MAYOR'S YOUTH COUNCIL**

Seven (7) member board - 2 year term, except that of the seven members first appointed, three shall serve for a term of seven months, four shall serve for a term of one year and seven months. The members will be Zephyrhills area residents who are actively enrolled in a public, private high school, or home schooled in grades nine through twelve.

PLEASE ANSWER THE FOLLOWING:

ARE YOU A RESIDENT
OF THE CITY?

☒ YES ☐ NO

HOW LONG? 24 years

ARE YOU A RESIDENT
OF THE COUNTY?

☒ YES ☐ NO

HOW LONG? 30 years

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO PROPERTY OWNER? ☒ YES ☐ NO

WHY DO YOU WISH TO SERVE ON THIS CITY BOARD/COMMITTEE? (Please let us know why you are applying)

Hope to be of help in direction of Development

WHAT IS IT IN YOUR BACKGROUND THAT HAS PREPARED YOU FOR THIS VOLUNTEER ROLE? (education, other boards you have served on, where you are employed, your job, interests, hobbies, etc.)

BS marketing, Business owner 34 years in
Pasco County, Have built properties and maintained
properties

DO YOU NOW OR HAVE YOU EVER SERVED ON A GOVERNMENT APPOINTED BOARD OR COMMITTEE? IF SO, WHERE AND UNDER WHAT CIRCUMSTANCES?

Economic development Comm, Hospital Foundation Board
Chamber of Commerce, Community HOA Board,
City Charter Comm, Hills

WHAT CAN YOU CONTRIBUTE TO THIS BOARD:

Strong background in owning and developing
properties, Growth cannot be stopped but must
be managed

Sign: _____

Date: 3-23-22

You may submit this form via email: cityclerk@ci.zephyrhills.fl.us or print and fax to:
Attn.: City Clerk (813) 780.0005.

Todd Vandenberg

From: Lori Hillman
Sent: Friday, March 18, 2022 8:40 AM
To: Todd Vandenberg; Shane LeBlanc
Subject: FW: Online Form Submittal: Application for Board Membership

FYI

Lori Hillman, MMC
City Clerk
City of Zephyrhills
5335 Eighth Street
Zephyrhills, FL 33542
(813)780-0004

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, March 17, 2022 9:34 PM
To: Lori Hillman <LHillman@ci.zephyrhills.fl.us>
Subject: Online Form Submittal: Application for Board Membership

EXTERNAL EMAIL

Application for Board Membership

Name: Christa Remington

Address: 5706 Wedgefield Drive
Zephyrhills, FL 33541

Home Phone: 8632431579

Business Phone: *Field not completed.*

Cell Phone: 8632431579

Email: clremington@yahoo.com

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment, *Field not completed.*
Code Enforcement &
Appeals

Planning Commission	1
Library Board	<i>Field not completed.</i>
Airport Authority	<i>Field not completed.</i>
Historic Preservation Board	<i>Field not completed.</i>
Parks & Recreation Advisory Board	2
Mayor's Youth Council	<i>Field not completed.</i>
Are you a resident of the city?	Yes
How long have you been a resident of the city?	4 years
Are you a resident of the county?	Yes
How long have you been a resident of the county?	4 years
Are you a registered voter?	Yes
Are you a property owner?	Yes
Why do you wish to serve on this city board/committee?	I am interested in serving on the Planning Commission to help shape the future of Zephyrhills as we grapple with unprecedented growth and the issues (both positive and negative) that come with that. I care deeply about our community and the trajectory it takes. I am eager to see the positive elements of Zephyrhills preserved and the challenges addressed through planning.
What is it in your background that has prepared you for this volunteer role?	I have a master's degree in Public Administration and a PhD in Public Affairs. I currently work as a professor at USF. As such, I have personally conducted research or worked closely with experts on issues of community, growth management, long range planning, and transportation. I also have a bachelor's degree in sociology/anthropology which has trained me to look at the human element of society and the sociocultural drivers of community development.

Do you now or have you ever served on a government appointed board or committee?

No

What can you contribute to this board?

Due to my professional background and my many years as a researcher, I have a keen understanding of the issues faced by our community. I have an ability to form data driven opinions- yet I am also a resident who cares deeply about her community. I would be honored to represent my neighbors in this volunteer position.

Email not displaying correctly? [View it in your browser.](#)

Lori Hillman
City Clerk
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
813-780-0004

Disclaimer: Fla. Stat. 668.6076 "Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."



Form Center

By signing in or creating an account, some fields will auto-populate with your information and your submitted forms will be saved and accessible to you.

Application for Board Membership

Sign In to Save Progress

Name:

Randall H Stovall

Address:

38314 Centennial Rd

Home Phone:

18133123585

Business Phone:

Cell Phone:

18133123585

Email:

rstov22@verizon.net

I would like to be considered for membership on the following city boards/committees:

Rank your first choice by placing "1" in the drop down. If you would consider an alternative appointment, if not appointed to the 1st choice, please place a "2" and so on in the drop down of the alternative boards/committees.

Board of Adjustment, Code Enforcement & Appeals

-- Select One --

5 member board - 3 year term - No residency requirement. - Suggested background: Engineer, Architect, Building Contractor, Electric Contractor, Home Inspector, Plumbing Contractor, and/or Mechanical Contractor.

Planning Commission

1

7 member and 2 alternate member board - 3 year term - Majority of membership must be City residents. Others may be residents of Pasco County.

Library Board

-- Select One --

5 member board - 3 year term - No residency requirement. - Must be a patron of the Library.

Airport Authority

-- Select One --

7 member board - 3 year term - May live outside of City. - Suggested background is in an aviation related business, club or activity.

Historic Preservation Board

-- Select One --

5 member board - 3 year term - Must live in the City. - Preference: Interest or background in Architecture, local history, building contracting and/or community planning.

Parks & Recreation Advisory Board

-- Select One --

7 member board - 3 year term - Must be a Pasco County resident.

Mayor's Youth Council

-- Select One --

7 member board - 2 year term, except that of the seven members first appointed, three shall serve for a term of seven months, four shall serve for a term of one year and seven months. - The members will be Zephyrhills area residents who are actively enrolled in a public, private high school, or home schooled in grades nine through twelve.

Are you a resident of the city?

☐ Yes

☒ No

Are you a resident of the county?

☒ Yes

☐ No

How long have you been a resident of the county?

20 years

Are you a registered voter?

☒ Yes

☐ No

Are you a property owner?

☒ Yes

☐ No

Why do you wish to serve on this city board/committee?

I would like to find a way to contribute to the success of the City of Zephyrhills that fits my background and experiences.

Please let us know why you are applying.

What is it in your background that has prepared you for this volunteer role?

Chamber of Commerce, and the East Pasco Chamber Foundation. I also have experience with transportation planning having served as the chairman of the Pasco County BPAC for the MPO for the past 4 or 5 years. I formerly served as President of my local HOA and facilitated conversion of our local water system to City of Zephyrhills water. I have a good working knowledge of environmental issues as a Ph.D.

Please include education, other boards you have served on, where you are employed, your job, interests, hobbies, etc.

Do you now or have you ever served on a government appointed board or committee?

☒ Yes

☐ No

Where and under what circumstances did you serve on a government appointed board or committee?

and regularly report to MPO meetings. I also served on City of Zephyrhills economic development committee in past years when the City had these board. (this function has now largely been assumed by the ZEDC which I currently chair). Earlier I served on a local Workforce Investment Board being appointed by the Police Jury in Alexandria, Louisiana. I also served as state chairman of the American Red Cross in

What can you contribute to this board?

I bring a good knowledge of the Zephyrhills business community. I also bring a background in water and other environmental resources. I have worked directly with DEP and the Florida Rural Water Association to help fund drinking water initiatives in our community.

protected by reCAPTCHA

[Privacy](#) [Terms](#)

☒ Receive an email copy of this form.

Email address

rstov22@verizon.net

This field is not part of the form submission.

Submit

BUSINESS ITEMS/PUBLIC HEARING 3.1

Sarah Vande Berg Tennis Center Housing Developer's Agreement No. 41-22-01

First Reading SVB Housing, LLC's Healthier Stay Planned Unit Development (PUD) consists of approximately 10.15 Acres MOL (Parcel No's. 04-26-21-0000-00200-0012 and 04-26-21-0000-00200-0011) and is generally located on the west side of Simons Road, north of Crestview Landing Way. Estimated Population Density of the Development is 6.8 persons per acre. Proposed uses include: a mix single-family and townhomes at 14.0 units per acre and a maximum height of 2 stories; a 32,235 sq. ft. dormitory building (29 units) with a maximum height of 3 stories; a +/- 22,500 sq. ft. mixed-use medical/office/residential building with a maximum height of 48 feet; and a +/-27,300 sq. ft. Indoor Multi-Purpose Recreation/Tennis Facility with a maximum height of 48 feet.

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers SVB Developer's Agreement No. 41-22-01 on the First Reading

Issue:

A Development Agreement (DA) has been prepared that is associated with SVB Housing project along Simons Road.

Background:

The Florida Statutes and the City's Land Development Code authorize local governments to enter into a Development Agreement that is in the City's interest. The purpose of the DA is to ensure that the developer, upon receipt of all development permits, that the SVB Housing project may proceed in accordance with the PUD Master Plan, construction plans, and the subject DA. The DA sets forth specific obligations of the parties including but not limited to:

- City will provide \$176,000 in impact fee credits;
- Developer shall dedicate 1.083 acres for the construction of SVB indoor facility;
- Developer shall dedicate .542 acres of right-of-way along Simons Road;
- Developer shall be responsible for the design, engineering, and construction of the roadway improvements;
- Developer and City will enter into a separate cross parking agreement;
- Developer shall be responsible for the design and installation of all water and sewer infrastructure;
- Developer will take ownership and ongoing maintenance of liftstation #69 located at the SVB Tennis Center. The station will be upgraded, if needed, to handle all flow of the SVB Tennis Center, SVB indoor, and all phases of the SVB Housing project;
- City will remove SCADA controls, panel, and tower from the lift station;

- The Developer shall be responsible for the design, engineering, and construction of all stormwater infrastructure improvements serving their project and all parking areas for the SVB indoor facility;
- City agrees to design the exterior of the indoor facility to be consistent with the SVB Tennis Center and SVB Housing development;

Two public meetings are required for the subject DA. The affected property owners have been noticed and the DA has been appropriately advertised.

Attachment(s):

1. DEVELOPMENT AGREEMENT SVB HOUSING FINAL 4.28.22
2. SVB Housing Location Map

Fiscal Impact:

Total impact fee credits of \$176,000 will be applied to the project over phases I, II, and III.

Staff Recommendation:

The Developer's Agreement is in compliance with the City's Land Development Code and Florida Statutes. Staff and the City Attorney have reviewed the Developer's Agreement and recommend approval.

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ZEPHYRHILLS AND
SVB HOUSING, LLC AND SVB RESIDENTIAL, LLC

THIS AGREEMENT made and entered into this day of , 2022, by and between the City of Zephyrhills, a political subdivision of the State of Florida, by and through its City Council, hereinafter referred to as (“CITY”) and SVB HOUSING, LLC and SVB Residential LLC. hereinafter referred to as (“DEVELOPER.”)

WITNESSETH:

WHEREAS, the CITY is authorized by the Florida Local Government Development Act, sections 163.3220-163.3243, Florida Statutes, to enter into a development agreement with any person(s) having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, the Florida Local Government Development Act, as set forth in section 163.3220, Florida Statutes, the City of Zephyrhills Land Development Code (hereinafter “Zephyrhills LDC”), and the City of Zephyrhills Code of Ordinances authorizes the use of development agreements in order to eliminate uncertainty in approval of a development, encourage sound capital improvement planning and financing, and encourage a commitment to the comprehensive planning process. Both the Act and the Zephyrhills LDC attempt to insure developers, upon receipt of all development permits, that the development may proceed in accordance with a development agreement; and

WHEREAS, the DEVELOPER is the owner of that certain property located in the City of Zephyrhills, Pasco County, Florida described and depicted on Exhibit “A” (SVB HOUSING & SVB Residential) attached hereto, collectively referred to as the “SVB Housing Project”; and

WHEREAS, City of Zephyrhills Ordinance No. 1428-21 (recorded in OR Book 10464, Page 616, Official Records of Pasco County, Florida) which established the PUD zoning designation of the SVB Housing Project (Exhibit “B”) is hereby incorporated by reference, and all conditions and design guidelines contained therein are also incorporated into this Agreement; and

WHEREAS, the DEVELOPER and the CITY desire to entire into this Agreement to state the obligations of the parties with respect to such improvements;

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

A. Recitals and Exhibitions

The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

B. Purpose and Intent

It is the purpose and intent of this Agreement to set forth terms and conditions of the development approval of the SVB Housing Project as same relate to the design, right-of-way and stormwater dedication, and construction of certain dedications and site related improvements. Agreement is

intended to further define the terms and conditions of the CITY's and the DEVELOPER's participation in and respective to obligations provided herein. All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

C. General Requirements

- 1. Legal Description(s):** The land subject to this Agreement is identified on Exhibit "A" attached hereto and made a part hereof. Pursuant to section 163.3239, Florida Statutes, the obligations, burdens, restrictions and conditions of this Agreement shall be binding upon and the benefits shall inure all such legal owners and their successors in interest of any of the land subject to this Agreement.
- 2. Duration and Effective Date:** This Agreement shall become effective on the date (the "Effective Date") the last of the following occurs: 1) this Agreement is fully executed by the DEVELOPER and the CITY; and 2) this Agreement is approved by City Council. The obligations set forth in this Agreement shall be completed or satisfied within ten (10) years from the Effective Date and the rights bestowed by this Agreement shall be perpetual, subject to the conditions precedent or termination provisions set forth herein or mutual agreement.
- 3. Development Uses of Land:** Ordinance No. 1428-21 and the approved PUD Master plan relating to Exhibit "A" shall set forth the permitted uses for the respective property;
- 4. Zoning and Comprehensive Plan Issues:** The land use designations for the Gateway Project under the Future Land Use Element of the City of Zephyrhills Comprehensive Plan is RU (Residential Urban) The CITY has found the zoning of the SVB Housing Project as PUD (assigned by Ordinance No. 1428-21) to be consistent with the land use designations for the SVB Housing Project established in the Future Land Use Element of the City of Zephyrhills Comprehensive Plan.
- 5. Findings:** The CITY has found the SVB Housing Project, as conditioned, permitted and approved to be consistent with the provisions of the City of Zephyrhills Comprehensive Plan and the Zephyrhills LDC.
- 6. Reservations or Dedications for Public Purpose:** All reservations and dedications for Public purposes shall be provided in accordance with this Agreement.
- 7. Public Health, Safety and Welfare:** The conditions, terms, restrictions and other requirements determined to be necessary by the CITY for public health, safety or welfare of its citizens are identified and included with the Preliminary Plat/Construction plans for the SVB Housing Project, and this Agreement.
- 8. Local Development Permits:** Prior to commencement of construction of any improvements, the DEVELOPER shall obtain all necessary development approvals in accordance with the Zephyrhills LDC. This provision does not exempt any developer from obtaining all other permits required by agencies with jurisdiction over its respective project.
- 9. Compliance with Legal Requirements and Permitting:** The failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve any developer of the necessity of complying with the law governing said permitting requirement, condition, term or restriction.

D. Additional Requirements

- 1. Impact Fees:** The DEVELOPER shall be responsible for payment of all required impact fees; except that set forth below;

• Phase 1 - Credits

• Transportation Impact Fee Credit for Right-of-way	\$27,020.00
• Sewer Connection Fees for liftstation ownership	\$62,930.00
• Park Impact fee credits for land	\$19,228.74

• Phase 2 or 3 – Credits

• Park Impact fee credits for land	\$48,423.90
• Transportation Impact Fee Credit for Right-of-way	\$18,397.36

TOTAL CREDITS	\$176,000
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- 2. Roadway Improvements and Dedications:** The DEVELOPER shall be responsible for the design, engineering and construction of all roadways improvements within and servicing the project as identified on Exhibit “C” attached hereto and made a part hereof.

- a. The DEVELOPER shall be required to obtain and provide to the CITY a minimum of three (3) bids/quotes for proposed roadway improvements and construct the drive aisle and drive connection from “SVB Tennis Center” to “SVB Housing” as such areas are identified on Exhibit “C”.
- b. The DEVELOPER shall dedicate to the CITY that certain land necessary for:
 - i. 1.083 acres for the construction of the SVB indoor facility as shown on Exhibit “D” attached hereto and made a part hereof.
 - 1 If the City fails to begin developing of the Indoor Facility within a maximum of 5 (five) Years of this Agreement, then SVB shall have right to receive the Land back and will pay back all Impact Fee Credits previously received as value for the Land.
 - 2 If the City intends to develop the Land with anything other than tennis center related facilities they must receive approval from SVB.
 - 3 City agrees to negotiate in good faith with Tennis Pro Florida, LLC to operate the indoor facility.
 - ii. Additional .542 acres of right-of-way along Simons Road as shown on Exhibit “E” attached hereto and made a part hereof.
- c. Each right-of-way dedication shall be made at time of plat.
- d. DEVELOPER and the City shall enter into a cross parking agreement for the SVB indoor facility, the commercial phase of SVB Housing and the existing Tennis Center. If there is a permanent change in use of the SVB Dormitory Housing, as that area is identified on Exhibit “C”, to apartments for rent or fee owned condominiums, the then current parking requirements

for such use shall be met. If there is a change in use of the SVB Housing, as that area is identified on Exhibit “C”, from Dormitory to Multi-Family/Apartment Housing, the DEVELOPER shall be required to pay the difference in impact fee credits.

- e. The DEVELOPER shall provide a maintenance bond for initial one-year period. If the cost of the Maintenance Bond is greater than \$1,000.00; then the City of Zephyrhills has the option to pay the amount exceeding the \$1,000.00 or waive the maintenance bond requirement.

3. Utility Infrastructure and Dedications: The DEVELOPER shall be responsible for the design and installation of all water and sewer infrastructure, including reclaimed water, serving the SVB Housing Project. Water and Sewer utilities shall remain private in perpetuity. Three (3) potable water master meters shall be installed, one (1) each for the dormitory, mixed-use building, and residential subdivision. One (1) reclaimed water master meter shall be installed for the residential subdivision if needed. DEVELOPER is required by City ordinance to connect to and use reclaimed water for irrigation.

- DEVELOPER will take over ownership and ongoing maintenance of liftstation #69 located at the SVB Tennis Center. The station will be upgraded if needed to handle all flow of the SVB Tennis Center, SVB indoor facility SVB Housing Project and all proposed phases of such development;
- City will remove SCADA controls, panel, and tower. SVB Housing will add appropriate controls after the City removes it's system.

4. Stormwater Facilities: The DEVELOPER shall be responsible for the design, engineering and construction of all stormwater infrastructure and facility improvements within and serving the SVB Housing Project including all parking areas on 6419 Simons Road, drive aisles, and SVB Housing structures.

The City shall be responsible to provide stormwater infrastructure for the indoor facility.

5. Tree Removal and Mitigation: A tree removal permit shall be required for the SVB Housing Project, and, specifically, only for land to be owned and managed by SVB Housing, LLC. DEVELOPER is not responsible for trees on land owned by the City. The DEVELOPER shall be responsible for the replacement and/or payment of mitigation fees for all protected and grand trees six (6) inches DBH (diameter at breast height) or greater, in accordance with the requirements Part 7.06.00 of the Zephyrhills LDC.

- a. Replacement trees shall be in the form of lot trees, street trees, retention pond plantings, and other landscaped areas.
- b. The DEVELOPER shall not be responsible for the replacement or payment of mitigation fees for trees that are less than six (6) inches DBH in size; trees that are dead, dying, diseased, or otherwise in a poor condition; trees that are hazardous to persons or property; invasive or exotic species; or trees that are otherwise exempt, as determined by a Florida-licensed arborist and in accordance with the Zephyrhills LDC.

- c. The DEVELOPER shall be entitled to tree preservation credits for protected and grand trees preserved on site.

- 6. **Design Standards:** City agrees to design the exterior of the indoor facility to be consistent with the SVB Tennis Center and SVB Housing development. **City will provide an Exterior conceptual rendering once received from City's design professional.**

6. Dormitory Use Change: The SVB Dormitory is intended for student housing and only interim-period for non-student housing. Students have priority over non-students when filling vacant rooms. Sufficient space shall be reserved to allow housing of students that may arrive after the beginning of a semester or term. The interim period to allow for non-student housing shall be allowed for up to two years from the building's opening. If a longer interim period is needed to stabilize then that must be approved by the City but not unreasonably withheld. Any permanent change in use from dormitory shall require approval from the City.

E. General Provisions

- 1. **Termination:** The CITY shall provide the DEVELOPER with a written Notice of Termination stating the CITY's intent to terminate and describe those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, the CITY may terminate this Agreement without further notice and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to the CITY under Florida law, but is an addition hereto.
- 2. **Notices:** All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered when actually received, or, if earlier and regardless of whether actually received, one (1) day after deposit with Federal Express or comparable one-day express delivery system or transmission by facsimile, addressed to the addressee at its address as set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this section and actually received by the addressee.

If to the City: Attn: City Manager
 City of Zephyrhills
 5335 8th Street
 Zephyrhills, FL 33542

If to the Developer: Attn: Todd Lovinger
 SVB Housing/SVB Residential
 2310 W Bristol Ave
 Tampa FL 33609

- 3. **Entire Agreement:** This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations,

communications, and statements, either oral or written, provided however, that nothing shall relieve the DEVELOPER of any development approval requirements or conditions previously imposed, or authorized to be imposed under the Zephyrhills LDC or Comprehensive Plan for future permits required, except as specifically waived herein.

4. **Modification:** Neither this Agreement, nor any portion thereof, may be waived, modified, amended, discharged nor terminated except as authorized by law pursuant to an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
5. **Waiver:** The failure of any party to this Agreement to object to or take affirmative action with respect to any conduct of the other which is a violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach of any future violation, breach or wrongful conduct.
6. **Contract Execution:** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one and the same agreement.
7. **Headings:** All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.
8. **Severability:** In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.
9. **Preparation of Agreement:** The parties hereto agree that each played an equal part in the negotiation and drafting of this Agreement and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties of this Agreement. In the event of a conflict between this Agreement and the zoning conditions of approval relating to matters set forth in the Agreement, this Agreement shall govern.
10. **Strict Compliance with Laws:** The DEVELOPER agrees that the acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state and local laws, rules, regulations, standards and guidelines.
11. **Signatories Authority:** By execution hereof the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
12. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any litigation arises from this Agreement shall be in Pasco County, Florida.
13. **Successors and Assigns:** The terms of this Agreement shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners

may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any assignee shall be entitled to the rights and powers of such participation hereunder. No such consent shall be required for an assignment, in whole or in part, to any of the DEVELOPER's affiliates. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereof, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The CITY, at its option, may assume any of the rights and obligations set forth in this Agreement.

IN WITNESS WHERE OF, the parties hereunto set their hands and seals the day and year first above written.

(DEVELOPER)

By: _____

Name: _____

CITY OF ZEPHYRHILLS

By: _____

W. Alan Knight, Council President

ATTEST:

Lori L. Hillman, City Clerk

Approved as to form and content

Matthew E. Maggard, City Attorney

LEGAL DESCRIPTION

Commercial Parcel Descriptions:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 347.47 FEET TO A POINT; THENCE NORTH 88°26'52" WEST, A DISTANCE OF 259.10 FEET TO A POINT; THENCE NORTH 02°07'06" EAST ALONG A LINE 440.44 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LANDS, A DISTANCE OF 229.33 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST ALONG A LINE 230 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LANDS, A DISTANCE OF 131.54 FEET TO A POINT; THENCE NORTH 02°07'06" EAST ALONG A LINE 309 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 230.16 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 390.80 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 02°07'06" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 119.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.448 ACRES, MORE OR LESS.

Residential Parcel Description:

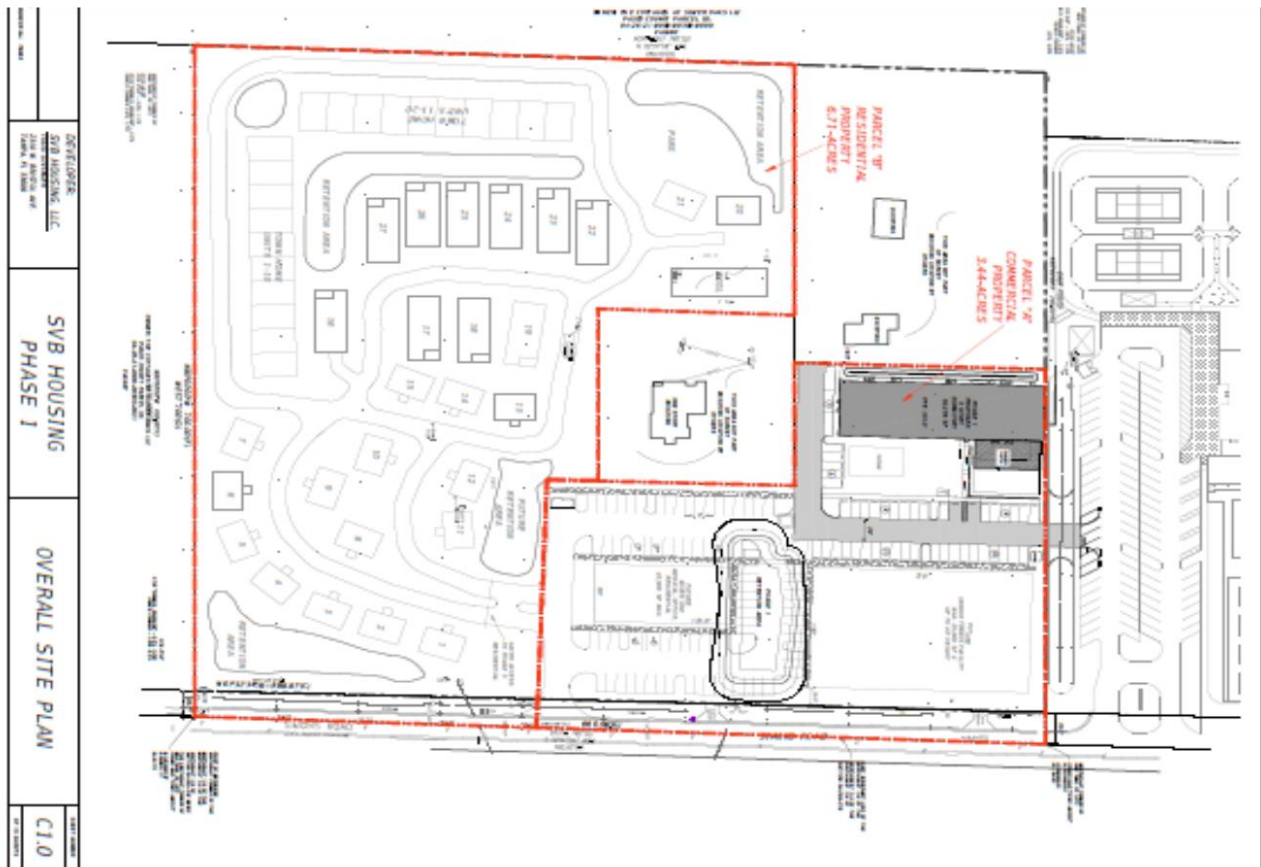
ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 347.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 313.49 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 700.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 02°07'06" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 549.84 FEET TO A POINT; THENCE NORTH 90°00'00" EAST ALONG A LINE 230 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LANDS, A DISTANCE OF 261.17 FEET TO A POINT; THENCE SOUTH 02°07'06" WEST ALONG A LINE 260.99 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 179.98 FEET TO A POINT; THENCE SOUTH 89°58'29" EAST, A DISTANCE OF 179.57 FEET TO A POINT; THENCE SOUTH 02°07'06" WEST ALONG A LINE 440.44 FEET EAST OF AND PARALLEL TO SAID WEST LINE, A DISTANCE OF 49.27 FEET TO A POINT; THENCE SOUTH 88°26'52" EAST, A DISTANCE OF 259.10 FEET TO THE POINT OF BEGINNING; CONTAINING 6.703 ACRES, MORE OR LESS.

Exhibit “B”
Ordinance 1428-21

DRAFT

Exhibit "C"



Developer is responsible for design, engineering and construction of the drive aisle running from the connector from the SVB Tennis Center Parking lot south through the parking area in between the Apartment Building and the future Indoor Sports Facility and then west to the south side of the Apartment building. Developer will pave ADA parking spots and parking spots south of the Apartment building. Other parking spots will remain grass.

The City of Zephyrhills will be responsible for design, engineering and construction of the remaining paving required to complete the Parking Area when the City of Zephyrhills begins construction on the future Indoor Sports Facility and will be responsible for all future maintenance.

Exhibit "D"

Parcel for Indoor Facility and parking area to the west of the Indoor Facility

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 02°07'06" EAST ALONG SAID EAST LINE, A DISTANCE OF 119.04 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 33.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°44'54" WEST, A DISTANCE OF 222.59 FEET TO A POINT; THENCE NORTH 88°26'43" WEST, A DISTANCE OF 173.05 FEET TO A POINT; THENCE NORTH 02°04'00" EAST, A DISTANCE OF 10.36 FEET TO A POINT; THENCE NORTH 88°14'51" WEST, A DISTANCE OF 44.04 FEET TO A POINT; THENCE NORTH 01°51'20" EAST, A DISTANCE OF 206.20 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 216.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.083 ACRES, MORE OR LESS.

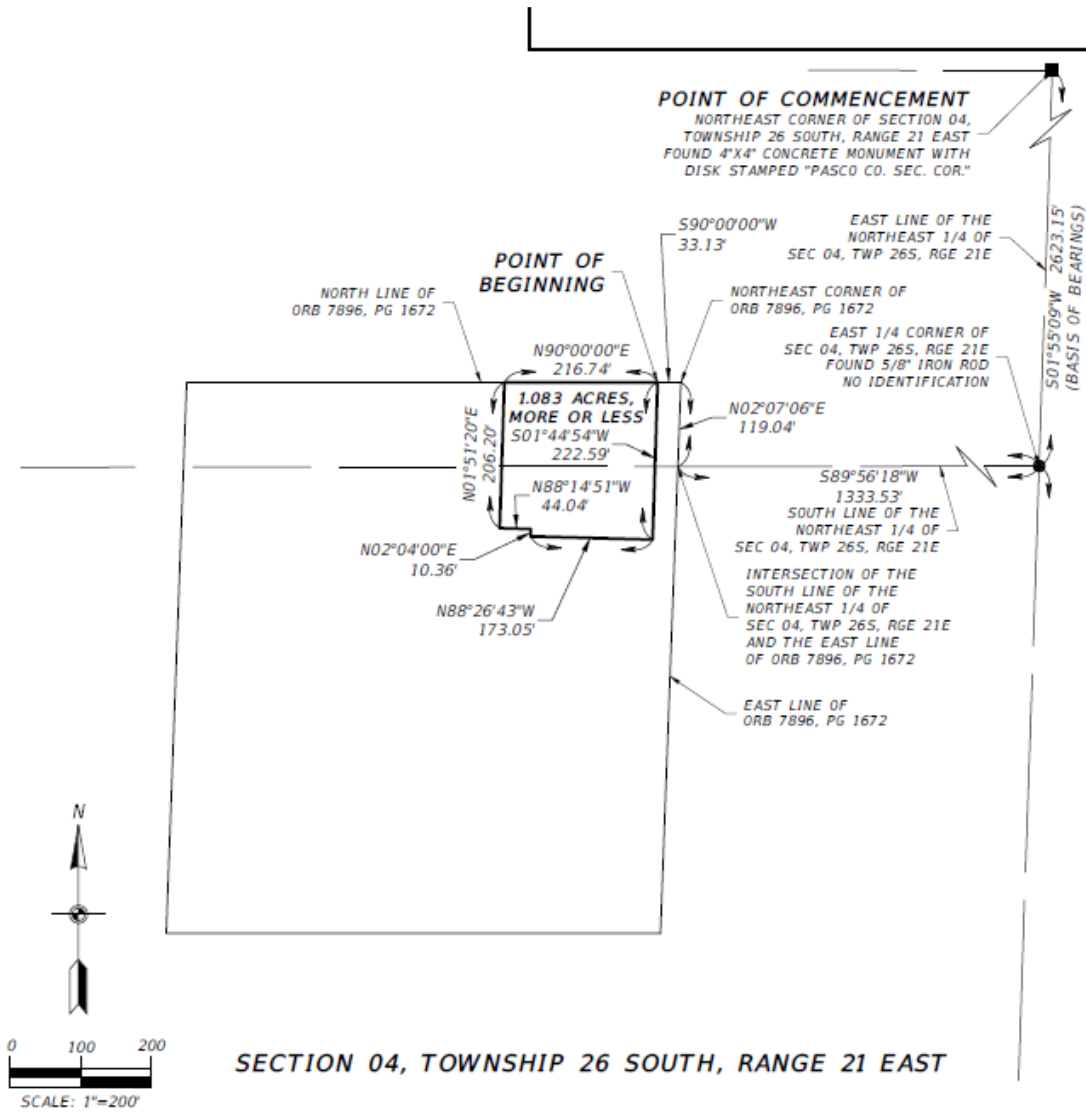
SHEET 1 OF 3

DATE: 10/05/2021
PROJECT NUMBER: 2021610.00
DRAWN: E. WHITTENBARGER
CHECKED: J. SCHWARTZ

HEALTHIER STAY
PASCO COUNTY

GPI

GPI GEOSPATIAL, INC. (GPI)
3051 E. LIVINGSTON STREET, SUITE 300,
ORLANDO, FL 32803, PHONE: (407) 851-7880
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB6748



SHEET 2 OF 3

DATE: 10/05/2021
PROJECT NUMBER: 2021610.00
DRAWN: E. WHITTENBARGER
CHECKED: J. SCHWARTZ

**HEALTHIER STAY
PASCO COUNTY**

GPI

GPI GEOSPATIAL, INC. (GPI)
3051 E. LIVINGSTON STREET, SUITE 300,
ORLANDO, FL 32803. PHONE: (407) 851-7880
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB6748

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER THE SUPERVISION OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE (0902), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 01°55'09" WEST.

3. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

5. THIS SKETCH IS BASED ON AN EXISTING BOUNDARY SURVEY PREPARED BY CRIBB PHILBECK WEAVER GROUP, INC. (CPWG), PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8232, PROJECT NUMBER 210002, DATED 02/18/2021, AS PROVIDED BY THE CLIENT.

6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

7. THIS SKETCH IS NOT A SURVEY.

ABBREVIATIONS:

COR. = CORNER
CO. = COUNTY
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
RGE = RANGE
SEC = SECTION
TWP = TOWNSHIP

SHEET 3 OF 3

		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISION	BY	DATE	JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: L56618 DATE
DATE: 10/05/2021		GPI GPI GEOSPATIAL INC. (GPI) 3051 E. LIVINGSTON STREET, SUITE 300, ORLANDO, FL 32803, PHONE: (407) 851-7880 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB6748	
PROJECT NUMBER: 2021610.00			
DRAWN: E. WHITTENBARGER			
CHECKED: J. SCHWARTZ			
HEALTHIER STAY PASCO COUNTY			

Exhibit "E "
Right of Way

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING A FOUND 4"x4" CONCRETE MONUMENT WITH DISK STAMPED "PASCO CO. SEC. COR."; THENCE SOUTH 01°55'09" WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 2623.15 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 04, SAID POINT BEING A FOUND 5/8" IRON ROD, NO IDENTIFICATION; THENCE SOUTH 89°56'18" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 1333.53 FEET TO THE POINT OF INTERSECTION OF SAID SOUTH LINE AND THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7896, PAGE 1672 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 02°07'06" WEST ALONG SAID EAST LINE, A DISTANCE OF 660.96 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 26.70 FEET TO A POINT ON THE PASCO COUNTY MAINTAINED RIGHT OF WAY LINE PER SPECIFIC PURPOSE SURVEY FOR MAINTAINED RIGHT OF WAY OF A PORTION OF SIMONS ROAD (STATION 10+00.00 TO STATION 68+51.20), PROJECT NUMBER X-9089.00 AS PREPARED BY PASCO COUNTY, FLORIDA; THENCE NORTH 01°32'34" EAST ALONG SAID PASCO COUNTY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 388.81 FEET TO A POINT; THENCE NORTH 01°44'54" EAST ALONG SAID PASCO COUNTY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 390.98 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS; THENCE NORTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 33.13 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 02°07'06" WEST ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 119.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.542 ACRES, MORE OR LESS.

SHEET 1 OF 3

DATE: 08/18/2021

PROJECT NUMBER: 2021610.00

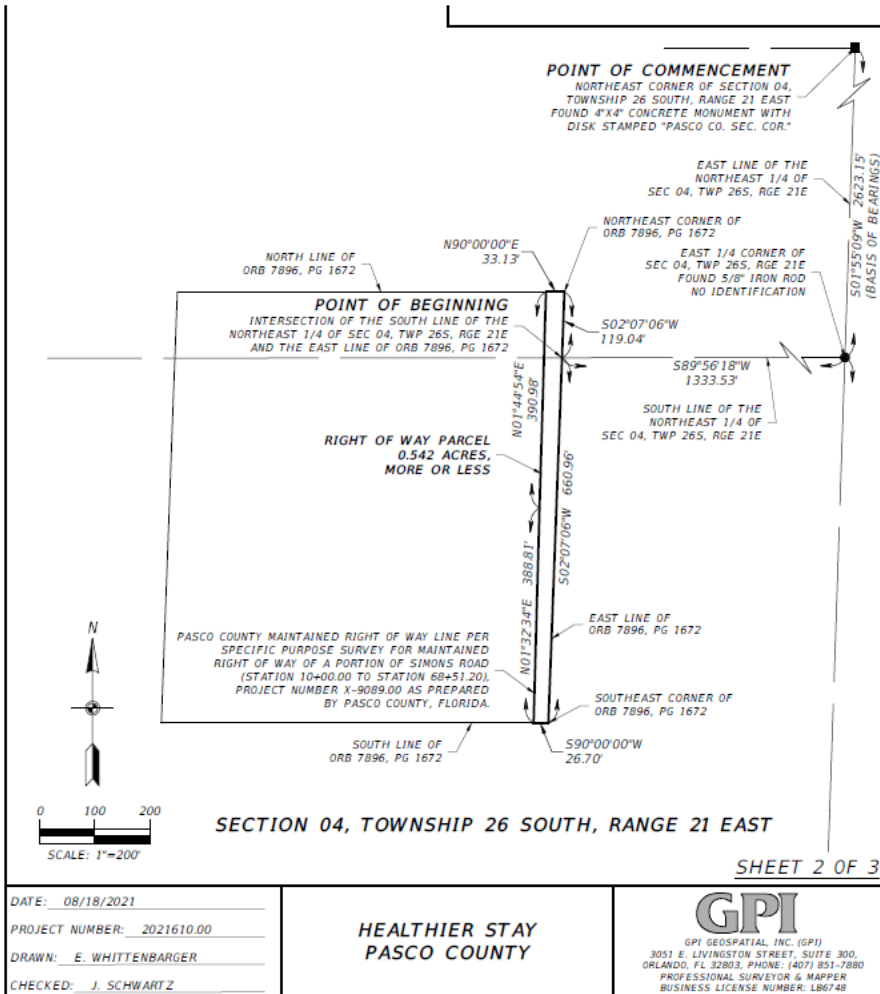
DRAWN: E. WHITTENBARGER

CHECKED: J. SCHWARTZ

HEALTHIER STAY
PASCO COUNTY

GPI

GPI GEOSPATIAL, INC. (GPI)
3051 E. LIVINGSTON STREET, SUITE 300,
ORLANDO, FL 32803, PHONE: (407) 851-7880
PROFESSIONAL SURVEYOR & MAPPER
BUSINESS LICENSE NUMBER: LB6748



GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS SKETCH OF DESCRIPTION WAS PREPARED UNDER THE SUPERVISION OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT (NAD83/11), WEST ZONE (0902), WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 04, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 01°55'09" WEST.

3. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.

4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

5. THIS SKETCH IS BASED ON AN EXISTING BOUNDARY SURVEY PREPARED BY CRIBB PHILBECK WEAVER GROUP, INC. (CPWG), PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB8232, PROJECT NUMBER 210002, DATED 02/18/2021, AS PROVIDED BY THE CLIENT.

6. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.

7. THIS SKETCH IS NOT A SURVEY.

ABBREVIATIONS:

COR. = CORNER
CO. = COUNTY
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
RGE = RANGE
SEC = SECTION
TWP = TOWNSHIP

SHEET 3 OF 3

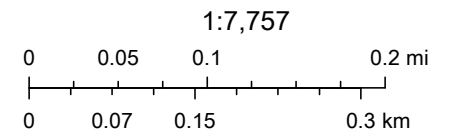
		I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISION	BY	DATE	JEFFREY M. SCHWARTZ, PROFESSIONAL SURVEYOR & MAPPER LICENSE NUMBER: LS6618 DATE
DATE: 08/18/2021			GPI GPI GEOSPATIAL, INC. (GPI) 3051 E. LIVINGSTON STREET, SUITE 300, ORLANDO, FL 32803; PHONE: (407) 851-7880 PROFESSIONAL SURVEYOR & MAPPER BUSINESS LICENSE NUMBER: LB6748
PROJECT NUMBER: 2021610.00	HEALTHIER STAY PASCO COUNTY		
DRAWN: E. WHITTENBARGER			
CHECKED: J. SCHWARTZ			

SVB Housing PUD Location Map



12/22/2021

- Zhills_EnGov_Map - Zhills Addresses EnGov
- Zhills_EnGov_Map - City Parcels



State of Florida, Maxar, Esri, HERE, Garmin, iPC

City of Zephyrhills, Florida

General Purpose Financial Statements For the Year Ended September 30, 2021



City of Zephyrhills, Florida

Officials

September 30, 2021

Elected Officials

Gene Whitfield	Mayor
W. Alan Knight	President - City Council
Jodi Wilkeson	Vice President - Council Member
Charles E. Proctor	Council Member
Kenneth M. Burgess, Jr.	Council Member
Lance A. Smith	Council Member

Appointed Officials

William C. Poe Jr.	City Manager
Matthew Maggard	City Attorney

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6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Independent Auditors' Report

April 30, 2022

Honorable Mayor, City Council,
and City Manager
City of Zephyrhills, FL 33542

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Zephyrhills, Florida (the City) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair representation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Audit Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Other Matters***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages M1 through M14 and required supplementary information on pages 44 through 56 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance, as required by U.S. Uniform Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, and Chapter 10.550, *Rules of the Auditor General* of the State of Florida, is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards and state financial assistance is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 30, 2022, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Governmental Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Bodine Perry PLLC
Zephyrhills, FL

Management's Discussion and Analysis (MD&A)

MANAGEMENT'S DISCUSSION AND ANALYSIS

The City of Zephyrhills (the City) management discussion and analysis is designed to provide an objective and easy-to-read analysis of the City's financial activities for the year ended September 30, 2021. As with other sections of this financial report, the information contained within this narrative should be considered only as part of a greater whole. The reader should take time to read and evaluate all sections of this report, including the government-wide financial statements on page 1-3, fund financial statements on pages 4-12, footnotes on pages 13-43, and other Required Supplemental Information beginning on pages 44-72.

Efforts were made to include relative comparative prior year figures where amounts were known.

HIGHLIGHTS

Financial Highlights

- The City's total assets exceeded its total liabilities at the close of the most recent fiscal year by \$98,530,897.
- The City's total net position increased by \$15,107,007 (or 18.11%). The City's governmental net position increased by \$10,038,262 (or 71.33%), mainly as a result of the \$4,000,000 advanced funding for American Rescue Plan Act and decrease net pension liability. The business-type net position increased by \$5,068,747 (or 7.31%).
- At the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$23,019,815, an increase of \$7,475,940 in comparison with the prior year. Approximately 12% or \$2,680,226 of this total is unrestricted and *available for spending* at the City's discretion based on the parameters of the fund.
- General Fund revenues increased by \$846,094 (or 6.1%). General Fund expenditures, exclusive of capital expenditures, decreased by \$329,454 (or 2.3%). The Net Change in General Fund Balance was an increase of \$857,278.
- At the end of the current fiscal year, fund balance for the General Fund was \$6,967,964 or 50.1% of total General Fund operating expenditures excluding capital outlay and debt service.
- The business-type activities (the City's Proprietary Funds) operating revenues increased by \$1,817,753 (or 14.2%); operating expenses increased by \$596,339 (or 4.7%); operating income/loss went from an operating income of \$52,892 in FY 2020 to operating income of \$1,274,306 in FY 2021. The change in net position for the Proprietary Funds was an increase of \$5,068,747 in FY 2021.
- The City's total long-term debt excluding other liabilities (namely compensated absences, Other Post-Employment Benefits OPEB) increased by \$1,884,096. The City's total long-term debt for governmental activities decreased by \$440,695 and the total long-term debt for business-type activities increased by \$2,324,791.

City Highlights

City administration took a conservative approach to balancing the fiscal year 2021 budget. The City's gross taxable property value increased for the seventh consecutive year. Ad valorem taxes increased by \$490,400 to \$5,423,193 using the millage rate of 6.3500, an increase of 5.34% over the Rolled-Back Rate of 6.0279.

Large projects include the following:

Utility - Continuing construction of the Advanced Wastewater Treatment Plant, \$5,347,418; New construction on the Reclaimed Water Line Extension, \$101,585, as well as the rehabilitation of lift stations 24, 32 and 71

City Government - Continued construction on the Sarah Vande Berg Tennis Center, \$3,695,185, Simons Road, \$905,611. Completed construction on the Z Event Center Upgrade, \$126,267. Construction started on the US 301 and Pretty Pond Intersection Project, \$44,514 and the Carriage House Renovation, \$47,379.

Airport - Continuing construction on the rehabilitation of Runway 1-19, \$991,001, New Construction of the Fuel Farm, \$159,780; Continuing construction of the Rotating Beacon Upgrade, \$177,695 and new construction of Taxiway A Rehabilitation, 262,204.

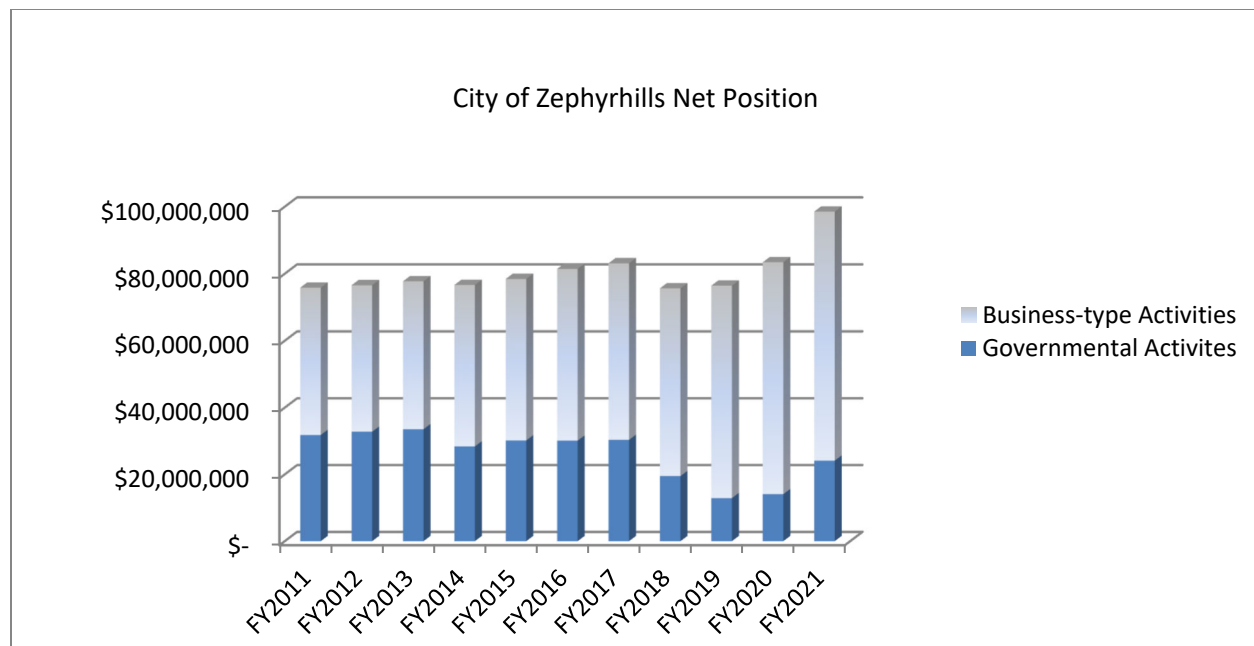
OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government- wide financial statements, 2) fund financial statements and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private sector business, in that all governmental and business-type activities are consolidated into columns which add up to a total for the primary government.

The Statement of Net Position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. Below is a chart showing eleven years of net asset history.



The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and inter-governmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities reflect the City's basic services, including general government, police, fire, protective inspections, public works, community development and recreation. Property taxes, franchise fees, utility taxes, communication services taxes, gas taxes and sales taxes, along with contributions from the City's utilities, finance the majority of these services. The business-type activities reflect private sector-type operations, including water, wastewater, sanitation and airport, where the fee for service typically covers all or most of the cost of operation, including depreciation.

The government-wide financial statements can be found on pages 1-3 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Zephyrhills, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds:

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. The basic governmental fund financial statements can be found on pages 4-7 of this report.

Because the focus of governmental fund financial statements is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General Fund, the Special Revenue Fund (Gas Taxes and Discretionary Sales Tax), the CRA Fund, and the Impact Fee Fund.

The City adopts an annual appropriated budget for all of its various funds. A budgetary comparison **statement has been provided** for the major governmental funds on pages 44-53.

Proprietary Funds:

The City of Zephyrhills maintains three proprietary funds - each an enterprise fund. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its Utility (water/waste water) operations, for its Sanitation (i.e. solid waste collection) operation and for its Airport operation.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for utility, sanitation and airport funds, all of which are considered to be major City funds.

The basic proprietary fund financial statements can be found on pages 8-12.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13-43 of this report.

GOVERNMENT-WIDE FINANCIAL STATEMENT ANALYSIS

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by \$95,530,897 at the close of the fiscal year ending September 30, 2021.

The largest portion of the City's net position is its investment in capital assets (e.g.: land, buildings, improvements other than buildings, machinery and equipment and infrastructure) less any related debt used to acquire those assets that is still outstanding. The City uses capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The following table reflects the condensed Statement of Net Assets compared to the prior fiscal year.

Statement of Net Position at SEPTEMBER 30, 2021						
	Governmental Activities		Business-type Activities		Total	
	2021	2020	2021	2020	2021	2020
Current Assets	25,888,106	18,038,912	19,077,339	16,035,700	44,965,445	34,074,612
Non-current Assets and Deferred Outflows	40,629,402	41,550,526	76,936,772	71,919,162	117,566,174	113,469,688
Total Assets and Deferred Outflows	66,517,508	59,589,438	96,014,111	87,954,862	162,531,619	147,544,300
Current Liabilities	3,319,315	2,925,637	5,120,527	4,298,600	8,439,842	7,224,237
Non-current Liabilities and Deferred Inflows	39,086,741	42,590,611	16,474,139	14,305,562	55,560,880	56,896,173
Total Liabilities	42,406,056	45,516,248	21,594,666	18,604,162	64,000,722	64,120,410
Net Position:						
Invested in capital assets, net of related debt	7,905,634	29,582,348	61,396,148	58,413,811	69,301,782	87,996,159
Restricted-Debt Svc, R/R, Extension	16,057,106	9,474,640	5,057,504	3,732,125	21,114,610	13,206,765
Unrestricted	148,712	(24,983,798)	7,965,793	7,204,764	8,114,505	(17,779,034)
Total Net Position	24,111,452	14,073,190	74,419,445	69,350,700	98,530,897	83,423,890

At the end of the current fiscal year, the City of Zephyrhills is able to report positive balances for both city-wide and business-type all categories of net position. The governmental unrestricted net position was a positive \$148,712, which improved substantially as pension liabilities decreased. For more detailed information, see the Statement of Net Position (pages 1 and 2).

Changes in Net Position

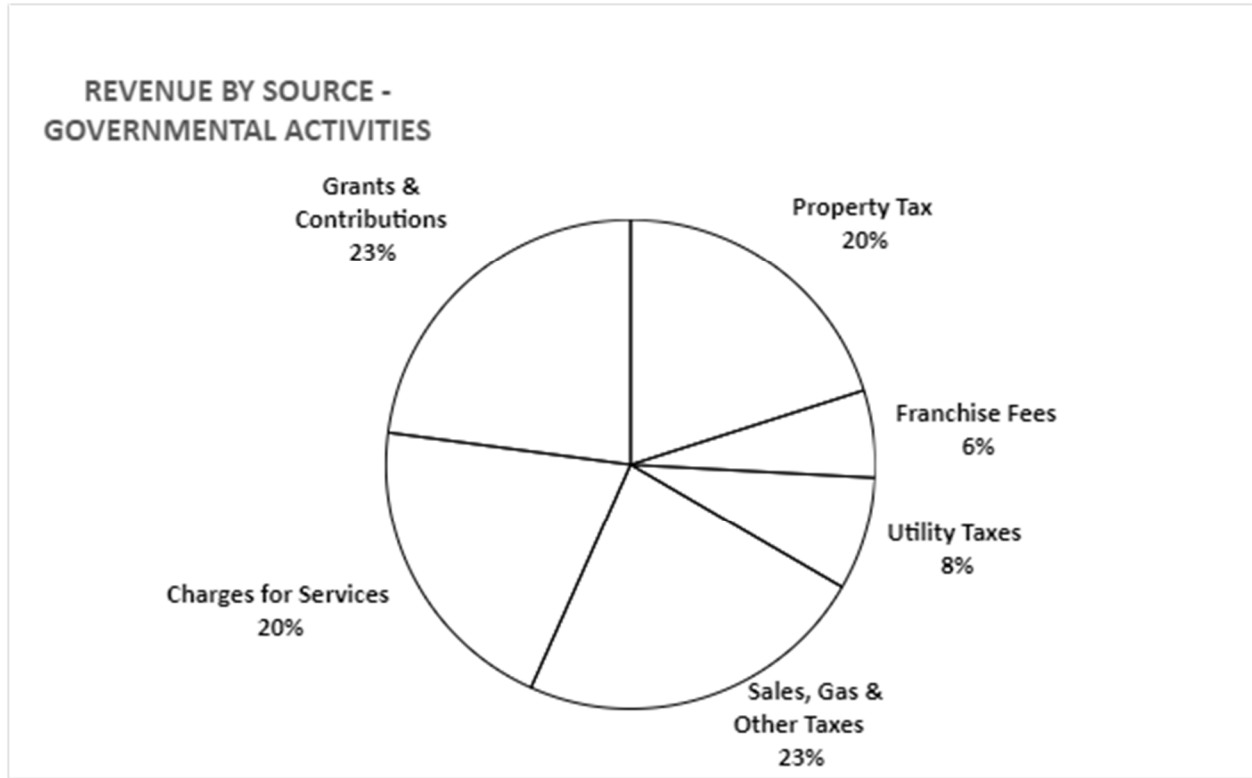
The table on the following page compares the revenues and expenses for the current and previous fiscal year. As the increased estimate of retiree health is allocated across the governmental departments, the City's Governmental activity net position increased \$10,038,262 and business-type activity net position increased \$5,068,747 as discussed below.

	Governmental Activities		Business-type Activities		Total Government	
	2021	2020	2021	2020	2021	2020
REVENUES						
Program Revenues:						
Charges for Services	5,506,784	4,624,005	15,943,320	13,770,721	21,450,104	18,394,726
Operating Grants & Contributions	-	-	-	-	-	-
Capital Grants & Contributions	6,180,390	2,003,591	2,588,196	4,988,756	8,768,586	6,992,347
General Revenues:						
Property Taxes	5,423,193	4,932,793	-	-	5,423,193	4,932,793
Franchise Fees	1,550,469	1,633,750	-	-	1,550,469	1,633,750
Utility Taxes	2,031,087	2,110,983	-	-	2,031,087	2,110,983
Sales, Gas & Other Taxes	6,282,895	5,767,349	-	-	6,282,895	5,767,349
Investment Income	37,395	81,460	14,374	65,955	51,769	147,415
Other General Revenues	45,517	46,058	121,311	24,222	166,828	70,280
Total Revenues	27,057,730	21,199,989	18,667,201	18,849,654	45,724,931	40,049,643
EXPENSES						
Program Activities						
Primary Government:						
Governmental Activities:						
General Government	4,210,284	3,852,522	-	-	4,210,284	3,852,522
Public Safety	6,641,649	12,080,559	-	-	6,641,649	12,080,559
Protective Inspections	701,779	501,782	-	-	701,779	501,782
Public Works	3,494,199	2,843,853	-	-	3,494,199	2,843,853
Culture/Recreation	413,429	374,629	-	-	413,429	374,629
Economic Environment	1,408,396	213,361	-	-	1,408,396	213,361
Interest Cost	149,732	159,969	-	-	149,732	159,969
Business-type Activities:						
Utility	-	-	9,694,516	9,050,714	9,694,516	9,050,714
Sanitation	-	-	1,816,161	1,975,399	1,816,161	1,975,399
Airport	-	-	2,087,777	2,010,630	2,087,777	2,010,630
Total Expenses	17,019,468	20,026,675	13,598,454	13,036,743	30,617,922	33,063,418
Incr/Decr in Net position before Transfers	10,038,262	1,173,314	5,068,747	5,812,911	15,107,009	6,986,225
Transfers	-	-	-	-	-	-
Increase in Net position	10,038,262	1,173,314	5,068,747	5,812,911	15,107,009	6,986,225
Net Position prior year	14,073,190	12,899,876	69,350,698	63,537,787	83,423,888	76,437,663
Net Position at year end	24,111,452	14,073,190	74,419,445	69,350,698	98,530,897	83,423,888

Governmental activities

Table 2 above compares the revenues and expenses for the two activity types for the current and prior fiscal years. Net position for governmental activities increased by \$10,038,262, because of the \$4,000,000 advanced funding for American Rescue Plan Act and developer contributions for streets and stormwater infrastructure for Links of Calusa Springs subdivision.

As illustrated in the following chart, 57% of governmental activity revenue comes from property taxes, utility taxes, sales and other taxes.



Business-type activities

Table 2 on the previous page compares the revenues and expenses for the two activity types for the current and prior fiscal years. Combined net position for all business-type activities increased \$5,068,747 - an increase in the Utility Fund of \$3,864,736, an increase in the Sanitation Fund of \$5,350 and an increase in the Airport Fund of \$1,198,659. Key elements of these changes were:

- Fiscal year 2021 Utility revenue included rate increase due to a rate study completed in 2012.
- Airport continues to receive multi-million grant awards.

Normal Impacts

There are nine basic impacts on revenues and expenses as reflected below.

Revenues

Economic Condition - The economic conditions can reflect a declining, stable or growing economic environment and have a substantial impact on property, sales, gas and other tax revenue as well as public spending habits for building permits, elective user fees and volumes of consumption.

Increase/Decrease in Council approved rates - While certain tax rates are set by statute, the City Council has significant authority to impose and periodically increase/decrease rates (water, sewer, sanitation, permitting, and impact fees).

Changing Patterns in Intergovernmental and Grant Revenue (both recurring and non-recurring) - Certain recurring revenues (state revenue sharing, block grants, etc.) may experience significant changes periodically while non-recurring (or one-time) grants are less predictable and often distorting in their impact on a year-to-year basis.

Contribution from Utility, Sanitation and Airport Funds - The City owns and operates the Water and Wastewater services, Sanitation services and municipal Airport and provides administrative and support services for these Proprietary Funds. In return, the City receives payment from them. Therefore, the ongoing competitiveness and vitality of these funds are important to the City.

Market Impacts on Investment Income - Due to varying maturities on the City's investments and the varying nature of the market in general, the City investment income may fluctuate from year to year.

Expenses

Introduction of New Programs - Within the functional expense categories (General Government, Police, Fire, Public Works, Parks, etc.) individual programs may be added or deleted to meet changing community needs.

Increase in Authorized Personnel - Changes in service demand may cause the Council to increase/decrease authorized staffing.

Salary Increases (cost of living and market adjustment) - The ability to attract and retain human and intellectual resources requires the City to strive to approach a competitive salary range position in the marketplace.

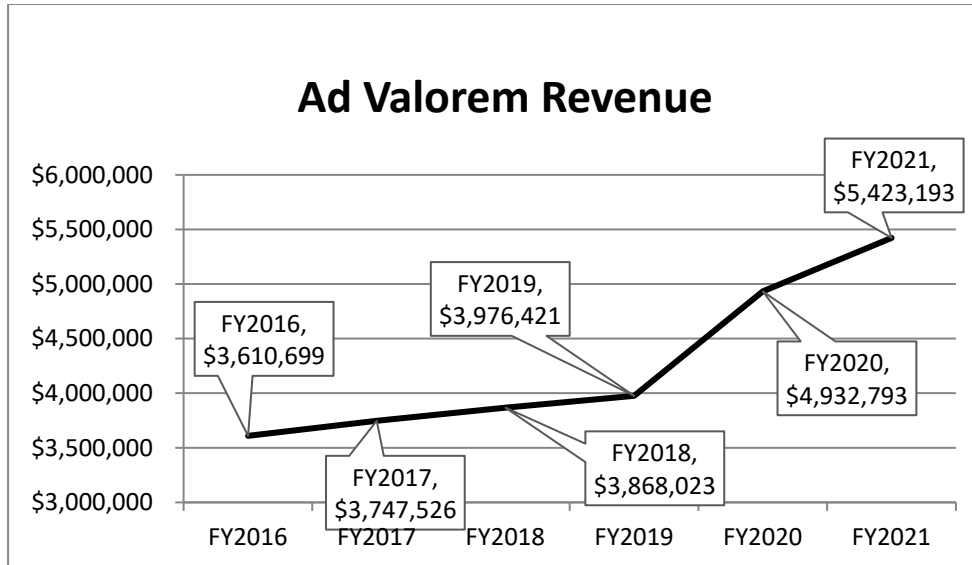
Inflation - While overall inflation appears to be reasonably modest, the City is a major consumer of certain commodities such as chemicals and supplies, fuel and parts. Some functions may experience unusual commodity specific increases.

Current Year Impacts

Revenues:

Economic Condition

The City's ad valorem revenue has increased for the sixth straight year. Ad valorem taxes increased \$490,400, 12.33% more than collected in fiscal year 2020. Franchise fees, utility taxes, local option sales tax revenue increased significantly and remains the single best source of governmental capital improvements; and state shared revenues slightly increased, although there is concern that they could decline in the future.



As in previous years, the City received additional grant revenue (from the federal and state governments) in fiscal year 2021.

Expenses:

Operating costs increased by 5.72% in the Governmental Funds, the Utility Fund expenditures increased by 7.74%. Operating costs increased by 3.84% in the Airport Fund and decreased by 8.1% in the Sanitation Fund as net pension liability decreased. Detailed reports on operating revenues and expenditures in the governmental funds and enterprise funds are reported elsewhere in this report.

Governmental Funds

As of the year end, the governmental funds (as presented on the balance sheet on page 4) reported a combined fund balance of \$23,019,815 which is 48.1% more than the prior year combined fund balance of \$15,543,875. \$2,680,226 constitutes an undesignated/ unreserved fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is restricted, committed, or assigned to indicate that it is not available for new spending. Major reservations and designations include local option sales tax revenue, impact fees, community redevelopment, gas tax revenue, and cemetery perpetual care reserves.

Business-Type Funds

In total, the *Proprietary Funds*, (which include the City's *Utility*, *Sanitation* and *Airport Fund*), show net gain before capital contributions and transfers. The year-end net position is \$74,419,445 which is \$5,068,747 higher than the beginning of year net position. Each of these *Proprietary Funds* is to be viewed and analyzed as a separate and distinct business, thus the following commentary focuses first on the *Utility Fund*, then on the *Sanitation Fund* and finally on the *Airport Fund*.

- The *Utility Fund* has an operating income of \$1,670,970 and, after non-operating revenues and expenses and capital contributions, an increase in net position of \$3,864,736. Operating revenues increased by 15.15%. Operating expenses increased 7.74% because of the workers' compensation being charged to their respected funds.
- The *Sanitation Fund* has an operating income of \$2,853 and, after non-operating revenues and expenses and capital contributions, an increase in net position of \$5,350. Operating revenues increased 8.13% from the previous year and operating expenses decreased 8.1%.
- Although the *Airport Fund* has an operating loss of \$399,517 after non-operating revenues and expenses. Most of this loss was the result of depreciation increases due to prior and current year capital asset additions, funded mostly by Federal and State grants. Operating revenues increased by 14.98% and operating expenses increased by 3.84%.

CAPITAL ASSETS AND DEBT ADMINISTRATION

As of year-end, the City had \$114.49 million invested in a variety of capital assets, as reflected in the following table, which represents an increase (additions less retirements and depreciation) of \$7.26 million (or 6.77%) from the previous year balances.

Capital Assets at Year-End (expressed in millions)						
(Net of Depreciation)						
	Government		Business-type		Total	
	Activities		Activities		Government	
	2021	2020	2021	2020	2021	2020
Land	3.89	3.89	2.88	2.88	6.77	6.77
Buildings and Improvements	22.27	17.32	32.08	30.74	54.35	48.06
Improvements other than Buildings	6.85	5.10	0.00	0.00	6.85	5.10
Equipment	9.50	9.00	8.05	7.34	17.55	16.34
Infrastructure	22.19	18.40	84.15	75.00	106.34	93.40
Less: Accumulated Depreciation	-26.89	-25.67	-53.39	-49.07	-80.28	-74.74
Subtotal	37.81	28.04	73.77	66.89	111.58	94.93
Construction in Progress	0.34	8.16	2.57	4.14	2.91	12.30
Total	38.15	36.20	76.34	71.03	114.49	107.23

The following table presents a summary of the change in Capital Assets, which is presented in detail on pages 24 and 25 of the notes.

Change in Capital Assets			
(Expressed in millions)			
	Governmental	Business-type	Primary
	Activities	Activities	Government
Net Capital Assets, beginning balance	36.19	71.03	107.22
Additions/Transfers In	12.44	12.00	24.44
Retirements/Transfers Out	(9.26)	(2.37)	(11.63)
Change in Depreciation	(1.22)	(4.32)	(5.54)
Net Capital Assets, ending balance	38.15	76.34	114.49

Debt Outstanding

As of year-end, the City had \$21,107,937 million in debt (notes, capital leases payable, etc. excluding compensated absences and Other Post-Employment Benefits - OPEB obligations) outstanding compared to \$19,223,841 million last year, a 9.8% increase.

Detailed information regarding the City's long term debt obligation can be found in Note 5, pages 26 through 29 of this report.

Outstanding Debt, at Year End		
excluding other liabilities (compensated absences, OPEB, impact fee rebate)		
	Totals	
	2021	2020
Governmental:		
Capital improvement notes	\$ 6,167,556	\$ 6,608,251
Sub-total	6,167,556	6,608,251
Business type:		
Bonds payable - BB&T Series Equipment Finance Lease	3,475,834	4,126,524
Capital improvement notes	11,464,547	8,489,066
Sub-total	14,940,381	12,615,590
Total	\$ 21,107,937	\$ 19,223,841

ECONOMIC FACTORS

The State of Florida, by constitution, does not have a state personal income tax and, therefore, the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties and school boards) primarily rely on property and a limited array of allowable other taxes (sales, gasoline, utility services, etc.) and fees (franchise, occupational license, etc.) for their governmental activities. There are a limited number of state-shared revenues and recurring and nonrecurring (one-time) grants from both the state and federal governments.

For the business-type and certain governmental activities (permitting, etc.) the user pays a related fee or charge associated with the service.

The level of taxes, fees and charges for services (including development related impact fees) will have a bearing on the City's specific competitive ability to (a) annex additional land into its corporate limits and (b) encourage development (office, retail, residential, industrial) to choose to be located in their jurisdiction.

The City places significant emphasis on encouraging economic development (particularly in the downtown redevelopment area) and maintaining property values through rigorous code enforcement.

FINANCIAL CONTACT

The City's financial statements are designed to present users (citizens, taxpayers, customers, investors and creditors) with a general overview of the City's finances and to demonstrate the City's accountability. If you have any questions about this report or need additional financial information, contact the City's Finance Department at City Hall, 5335 8th Street, Zephyrhills, FL 33542, telephone (813) 780-0000.

City of Zephyrhills, Florida

Statement of Net Position For the Year Ended September 30, 2021

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
Assets			
Current Assets			
Cash and Pooled Cash, Cash Equivalents, and Investments	\$ 23,743,449	\$ 10,344,765	\$ 34,088,214
Restricted Assets:			
Cash and Pooled Cash, Cash Equivalents, and Investments			
Utility Connection Impact Fees	-	5,057,504	5,057,504
Utility Deposits	-	1,518,466	1,518,466
Debt Sinking Fund	-	-	-
Renewal and Replacement Funds for Construction	-	-	-
Water Reuse Reserve Fund	-	-	-
Accrued Income Investments	-	-	-
Receivables (Net of Allowance):			
Accounts - billed and unbilled	347,239	1,416,941	1,764,180
Due from Other Governments	1,761,684	341,124	2,102,808
Due from Other Funds	-	-	-
Internal Balances	-	-	-
Inventories	34,934	387,095	422,029
Prepaid Items	800	11,444	12,244
Total Current Assets	<u>25,888,106</u>	<u>19,077,339</u>	<u>44,965,445</u>
Non-Current Assets:			
Land and Improvements	3,888,325	2,875,160	6,763,485
Building and Improvements	22,266,299	32,076,598	54,342,897
Improvements - Other than Building	6,854,628	-	6,854,628
Equipment	9,501,267	8,054,181	17,555,448
Infrastructure	22,193,946	84,149,719	106,343,665
Construction in Process	338,253	2,571,545	2,909,798
Accumulated Depreciation	(26,894,514)	(53,390,674)	(80,285,188)
Total Non-Current Assets	<u>38,148,204</u>	<u>76,336,529</u>	<u>114,484,733</u>
Deferred Outflows of Resources	<u>2,481,198</u>	<u>600,243</u>	<u>3,081,441</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 66,517,508</u>	<u>\$ 96,014,111</u>	<u>\$ 162,531,619</u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Net Position (continued)
For the Year Ended September 30, 2021

	Governmental Activities	Business- Type Activities	Total
Liabilities			
Current Liabilities			
Accounts Payable	\$ 2,417,949	\$ 1,367,697	\$ 3,785,646
Customer Deposits	-	1,573,795	1,573,795
Due to Other Governments			
Accrued Interest Payable	-	34,746	34,746
Current Portion of:			
Revenue Bonds and Notes Payable	451,024	1,986,178	2,437,202
Capital Improvement Debt Payable	-	-	-
Compensated Absences	450,342	158,111	608,453
Capital Leases Payable	-	-	-
Other	-	-	-
Total Current Liabilities	<u>3,319,315</u>	<u>5,120,527</u>	<u>8,439,842</u>
Non-Current Liabilities			
Net Pension Liability	3,814,760	1,126,509	4,941,269
Revenue Bonds and Notes Payable	5,716,532	12,954,203	18,670,735
Capital Improvement Debt Payable	-	-	-
Capital Leases Payable	-	-	-
Compensated Absences	766,798	450,437	1,217,235
Net OPEB Liability (See note 8)	20,201,060	-	20,201,060
Total Non-Current Liabilities	<u>30,499,150</u>	<u>14,531,149</u>	<u>45,030,299</u>
Total Liabilities	<u>33,818,465</u>	<u>19,651,676</u>	<u>53,470,141</u>
Deferred Inflows of Resources	<u>8,587,591</u>	<u>1,942,990</u>	<u>10,530,581</u>
Total Liabilities and Deferred Inflows of Resources	<u>42,406,056</u>	<u>21,594,666</u>	<u>64,000,722</u>
Net Position			
Investment in Capital Assets, Net of Related Debt	7,905,634	61,396,148	69,301,782
Restricted			
Infrastructure	10,353,667	-	10,353,667
Impact Fees	5,299,188	-	5,299,188
Other	404,251	-	404,251
Extensions - UF	-	5,057,504	5,057,504
Unrestricted	<u>148,712</u>	<u>7,965,793</u>	<u>8,114,505</u>
Total Net Position	<u>24,111,452</u>	<u>74,419,445</u>	<u>98,530,897</u>
Total Liabilities and Net Position	<u><u>\$ 66,517,508</u></u>	<u><u>\$ 96,014,111</u></u>	<u><u>\$ 162,531,619</u></u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Activities For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues			Changes in Net Position		
		Charges For Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities							
General Government	\$ (4,210,284)	\$ 1,880,432	\$ -	\$ 99,622	\$ (2,230,230)	\$ -	\$ (2,230,230)
Police	(4,747,310)	222,417	-	-	(4,524,893)	-	(4,524,893)
Fire	(1,894,339)	11,739	-	-	(1,882,600)	-	(1,882,600)
Protective inspections	(701,779)	1,310,281	-	-	608,502	-	608,502
Economic Environment	(1,408,396)	-	-	-	(1,408,396)	-	(1,408,396)
Public Works	(3,494,199)	1,789,836	-	6,080,768	4,376,405	-	4,376,405
Library	(413,429)	292,079	-	-	(121,350)	-	(121,350)
Interest and Fiscal							
Charges on Long-Term Debt	(149,732)	-	-	-	(149,732)	-	(149,732)
Total Governmental Activities	(17,019,468)	5,506,784	-	6,180,390	(5,332,294)	-	(5,332,294)
Business-Type Activities							
Water and Sewer	(9,694,516)	12,438,454	-	993,078	-	3,737,016	3,737,016
Sanitation	(1,816,161)	1,816,606	-	-	-	445	445
Airport	(2,087,777)	1,688,260	-	1,595,118	-	1,195,601	1,195,601
Total Business-Type Activities	(13,598,454)	15,943,320	-	2,588,196	-	4,933,062	4,933,062
Total	\$ (30,617,922)	\$21,450,104	\$ -	\$ 8,768,586	\$ (5,332,294)	\$ 4,933,062	\$ (399,232)
General Revenues:							
Taxes							
Ad Valorem					5,423,193	-	5,423,193
Franchise Fees					1,550,469	-	1,550,469
Communications Services					630,568	-	630,568
Utility Taxes					2,031,087	-	2,031,087
Business Taxes					100,588	-	100,588
State Revenue Sharing					509,038	-	509,038
Half-Cent Sales Tax					1,332,415	-	1,332,415
Local Option Gas Tax					677,913	-	677,913
Local Option Sales Tax					2,855,464	-	2,855,464
Other Taxes					148,467	-	148,467
Investment Income					37,395	14,374	51,769
Miscellaneous					28,442	-	28,442
Gain (Loss) on Asset Disposal					45,517	121,311	166,828
Total General Revenues and Special Items					15,370,556	135,685	15,506,241
Change in Net Position					10,038,262	5,068,747	15,107,009
Net Position Beginning of Year					14,073,190	69,350,698	83,423,888
Net Position End of Year					\$ 24,111,452	\$ 74,419,445	\$ 98,530,897

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Balance Sheet Governmental Funds For the Year Ended September 30, 2021

	General	Special Revenue	CRA Fund	Impact Fee Fund	Total
Assets					
Cash and Pooled Cash, Cash Equivalents, and Investments	\$ 8,582,432	\$ 10,179,998	\$ 408,410	\$ 4,572,609	\$ 23,743,449
Accrued Income on Investments Receivables (Net of Allowance)					-
Accounts Billed	347,239	-	-	-	347,239
Taxes					-
Due from Other Governments	196,440	336,281		1,228,963	1,761,684
Due from Other Funds		-			-
Inventories - at Cost	34,934	-	-	-	34,934
Prepaid Items	800	-	-	-	800
Total Assets	<u>\$ 9,161,845</u>	<u>\$ 10,516,279</u>	<u>\$ 408,410</u>	<u>\$ 5,801,572</u>	<u>\$ 25,888,106</u>
Liabilities and Fund Balances					
Liabilities					
Accounts Payable	1,743,539	162,612	9,414	502,384	2,417,949
Accrued Liabilities	450,342	-	-	-	450,342
Contracts Payable	-	-	-	-	-
Deferred Revenue	-	-	-	-	-
Due to Other Funds	-	-	-	-	-
Total Liabilities	<u>2,193,881</u>	<u>162,612</u>	<u>9,414</u>	<u>502,384</u>	<u>2,868,291</u>
Fund Balances					
Nonspendable:					
Inventories	34,934	-	-	-	34,934
Prepaid items	-	-	-	-	-
Restricted For:					
Community Reinvestment	66,401	-	398,996	-	465,397
Impact Fee Programs	-	-	-	5,299,188	5,299,188
Infrastructure Sales Tax Program:	-	9,684,352	-	-	9,684,352
Transportation - Fuel Tax	-	669,315	-	-	669,315
Other (Confiscated Property)	5,255	-	-	-	5,255
Assigned:					
Cemetery Perpetual Care	369,283	-	-	-	369,283
CAD Reserve	154,750	-	-	-	154,750
ZNHH Reserve	3,470,333	-	-	-	3,470,333
Other	186,782	-	-	-	186,782
Undesignated/Unreserved	2,680,226	-	-	-	2,680,226
Total Fund Balances	<u>6,967,964</u>	<u>10,353,667</u>	<u>398,996</u>	<u>5,299,188</u>	<u>23,019,815</u>
Total Liab. and Fund Balances	<u>\$ 9,161,845</u>	<u>\$ 10,516,279</u>	<u>\$ 408,410</u>	<u>\$ 5,801,572</u>	<u>\$ 25,888,106</u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Reconciliation of the Balance Sheet to the Statement of Net Position Governmental Funds For the Year Ended September 30, 2021

Fund Balances - Total Governmental Funds \$ 23,019,815

Amounts reported for Governmental Activities in the Statement
of Net Assets are different because:

Capital Assets used in Governmental Activities are not financial
resources and, therefore, are not reported in the Governmental Funds.

Governmental Capital Assets	65,042,718	
Less: Accumulated Depreciation	<u>(26,894,514)</u>	38,148,204

Long-Term Liabilities are not due and payable in the current period
and, therefore, are not reported in the Governmental Funds. (6,167,556)

Other	-	
Compensated Absences - Long-Term	(766,798)	
Unfunded Accrued Liability - OPEB	(20,201,060)	
Net Pension Liability	(3,814,760)	
Other Deferred Inflows/Outflows	<u>(6,106,393)</u>	<u>(30,889,011)</u>

Net Assets of Governmental Activities		<u>\$ 24,111,452</u>
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The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds For the Year Ended September 30, 2021

	General	Special Revenue	CRA Fund	Impact Fee Fund	Total
Revenues					
Taxes	\$ 7,756,806	\$ -	\$ 428,630	\$ -	\$ 8,185,436
Licenses and Permits	2,774,515	-	-	-	2,774,515
Intergovernmental Revenue	1,991,820	7,739,401	-	1,959,744	11,690,965
Charges for Services	1,894,847	-	-	-	1,894,847
Fines and Forfeitures	81,436	-	-	-	81,436
Miscellaneous Revenue	290,533	32,304	2,746	7,897	333,480
Special Assessments	-	-	-	2,097,051	2,097,051
Total Revenues	14,789,957	7,771,705	431,376	4,064,692	27,057,730
Expenditures					
Current					
General Government	4,048,732	1,175,000	237,601	-	5,461,333
Public Safety	7,140,591	-	-	-	7,140,591
Economic Environment	-	-	-	-	-
Physical Environment	-	-	-	-	-
Public Works	2,116,706	-	-	-	2,116,706
Library	330,143	-	-	-	330,143
Capital Outlay	277,767	1,608,902	21,480	2,015,701	3,923,850
Debt Service					
Principal Retirement	-	440,695	-	-	440,695
Interest and Fiscal Charges	-	149,732	-	-	149,732
Total Expenditures	13,913,939	3,374,329	259,081	2,015,701	19,563,050
Excess of Revenues Over (Under) Expend.	876,018	4,397,376	172,295	2,048,991	7,494,680
Other Financing Sources (Uses)					
Transfers In	-	-	-	-	-
Transfers Out	(18,740)	-	-	-	(18,740)
Total Other Financing Sources (Uses)	(18,740)	-	-	-	(18,740)
Net Change in Fund Balances	857,278	4,397,376	172,295	2,048,991	7,475,940
Fund Balances - Beginning of Year	6,110,686	5,956,291	226,701	3,250,197	15,543,875
Fund Balances - End of Year	\$ 6,967,964	\$ 10,353,667	\$ 398,996	\$ 5,299,188	\$ 23,019,815

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities For the Year Ended September 30, 2021

Net Change in Fund Balance - Total Government Funds \$ 7,475,940

Amounts reported for Governmental Activities in the Statement
of Activities are different because:

Governmental Funds report Capital Outlays as Expenditures.
However, in the Statement of Activities, the cost of those
assets are depreciated over their estimated useful lives.

Expenditures for Capital Assets	3,923,850	
Less Current Year Depreciation	<u>(2,214,108)</u>	1,709,742

Proceeds from debt issue are financing source in the
governmental funds. They are not revenue in the statement of
activities; issuing debt increases long-term liabilities in the
statement of net assets.

-

Estimated (increase)/decrease in Net OPEB obligations (1,447,060)

Some expenses reported in the Statement of Activities do not
require the use of current financial resources and, therefore,
are not reported as Expenditures in Governmental Funds.

Other	489,009	
Change in Compensated Absences - Long-Term	99,774	
Other - Deferred Inflows/Outflows	(11,080,345)	
Increase Net Pension Liability	<u>12,791,202</u>	<u>2,299,640</u>

Change in Net Assets of Governmental Activities \$ 10,038,262

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Net Position Proprietary Funds For the Year Ended September 30, 2021

	Utility Fund	Sanitation Fund	Airport Fund	Total
Assets				
Current Assets				
Cash and Investments	\$ 7,082,475	\$ 1,198,202	\$ 2,064,088	\$ 10,344,765
Accounts Receivable	1,194,559	266,460	31,922	1,492,941
Less: Allowance for Doubtful Accounts	(64,000)	(12,000)	-	(76,000)
Other prepaid expense	11,444	-	-	11,444
Inventories of Supplies, at cost	340,633	-	46,462	387,095
Due From Other Governments	-	-	-	-
Due From the Federal Government	-	-	341,124	341,124
Due From Other Funds	-	-	-	-
Total Current Assets	8,565,111	1,452,662	2,483,596	12,501,369
Non-Current Assets				
Restricted Assets				
Cash and Pooled Cash, Cash Equivalents and Investments				
Utility Connection Impact Fees	5,057,504	-	-	5,057,504
Construction Fund	-	-	-	-
Sinking Fund	-	-	-	-
Renewal and Replacement	-	-	-	-
Water Reuse Reserve Fund	-	-	-	-
Utility Deposits	1,518,466	-	-	1,518,466
Total Restricted Assets	6,575,970	-	-	6,575,970
Capital Assets				
Property, Plant, Equipment and Infrastructure	93,016,883	4,378,681	32,331,639	129,727,203
Less: Accumulated Depreciation	(37,701,191)	(2,238,209)	(13,451,274)	(53,390,674)
Total Capital Assets	55,315,692	2,140,472	18,880,365	76,336,529
Total Assets	70,456,773	3,593,134	21,363,961	95,413,868
Deferred Outflows of Resources				
Deferred Pension Outflows	430,348	119,182	50,713	600,243
Total Assets and Deferred Outflows of Resources	<u>\$ 70,887,121</u>	<u>\$ 3,712,316</u>	<u>\$ 21,414,674</u>	<u>\$ 96,014,111</u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Net Position Proprietary Funds (continued) For the Year Ended September 30, 2021

	Utility Fund	Sanitation Fund	Airport Fund	Total
Liabilities and Fund Equity				
Current Liabilities Payable from Current Assets				
Accounts Payable and Accrued Expenses	\$ 963,342	\$ 51,821	\$ 508,537	\$ 1,523,700
Due to Other Governments	-	-	2,108	2,108
Due to Other Funds	-	-	-	-
Current Portion of Notes Payable	1,973,418	12,760	-	1,986,178
Total	2,936,760	64,581	510,645	3,511,986
Current Liabilities Payable from Restricted Assets				
Customer Deposits	1,524,908	-	48,887	1,573,795
Accrued Interest	34,746	-	-	34,746
Total	1,559,654	-	48,887	1,608,541
Total Current Liabilities	4,496,414	64,581	559,532	5,120,527
Long-Term Liabilities				
Net Pension Liability	808,426	221,966	96,117	1,126,509
Compensated Absences Payable, Long-Term Portion	161,787	167,975	120,675	450,437
Bonds and Notes Payable-L/T Portion	12,870,982	83,221	-	12,954,203
Total Long-Term Liabilities	13,841,195	473,162	216,792	14,531,149
Total Liabilities	18,337,609	537,743	776,324	19,651,676
Deferred Inflow of Resources				
Deferred Pension Inflows	1,392,531	386,924	163,535	1,942,990
Total Liabilities and Deferred Inflow of Resources	19,730,140	924,667	939,859	21,594,666
Net Assets				
Invested in Capital Assets, Net of Related Debt	40,471,292	2,044,491	18,880,365	61,396,148
Restricted				
Debt Service	-	-	-	-
Renewal and Replacement	-	-	-	-
Extension	5,057,504	-	-	5,057,504
Unrestricted	5,628,185	743,158	1,594,450	7,965,793
Total Net Assets	51,156,981	2,787,649	20,474,815	74,419,445
Total Liabilities and Net Assets	\$ 70,887,121	\$ 3,712,316	\$ 21,414,674	\$ 96,014,111

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Revenues, Expenses, and Changes in Net Position Proprietary Funds For the Year Ended September 30, 2021

	Utility Fund	Sanitation Fund	Airport Fund	Total
Operating Revenue				
Charges for Services	\$ 11,105,892	\$ 1,816,606	\$ 1,688,260	\$ 14,610,758
Total Operating Revenue	<u>11,105,892</u>	<u>1,816,606</u>	<u>1,688,260</u>	<u>14,610,758</u>
Operating Expenses				
Personal Services	2,379,157	710,893	485,209	3,575,259
Professional Services	1,181,361	19,093	2,300	1,202,754
Operating Supplies	64,427	34,617	3,905	102,949
Repairs and Maintenance	186,681	125,662	34,985	347,328
Utilities	507,393	2,552	34,169	544,114
Depreciation	3,268,744	278,113	953,370	4,500,227
Administrative Fees	1,414,748	511,440	20,000	1,946,188
Other Operating Expenses	432,411	131,383	59,843	623,637
Costs of Goods Resold	-	-	493,996	493,996
Total Operating Expenses	<u>9,434,922</u>	<u>1,813,753</u>	<u>2,087,777</u>	<u>13,336,452</u>
Operating Income (Loss)	<u>1,670,970</u>	<u>2,853</u>	<u>(399,517)</u>	<u>1,274,306</u>
Non-Operating Revenue (Expenses)				
Investment Income	9,459	1,855	3,060	14,374
Interest Expense/Bond Refinance	(259,594)	(2,408)	-	(262,002)
Connection Fees	1,332,562	-	-	1,332,562
Gain (Loss) on Sale of Asset	118,261	3,050	-	121,311
Total Non-Operating Revenues (Expenses)	<u>1,200,688</u>	<u>2,497</u>	<u>3,060</u>	<u>1,206,245</u>
Income Before Capital Contributions and Transfers				
Contributions and Transfers	2,871,658	5,350	(396,457)	2,480,551
Transfers from other funds	-	-	-	-
Contribution from Customer	455,427	-	-	455,427
Capital Grants	537,651	-	1,595,118	2,132,769
Change in Net Assets	<u>3,864,736</u>	<u>5,350</u>	<u>1,198,661</u>	<u>5,068,747</u>
Net Assets - Beginning of Year	<u>47,292,245</u>	<u>2,782,299</u>	<u>19,276,154</u>	<u>69,350,698</u>
Net Assets - End of Year	<u>\$ 51,156,981</u>	<u>\$ 2,787,649</u>	<u>\$ 20,474,815</u>	<u>\$ 74,419,445</u>

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Cash Flows Proprietary Funds For the Year Ended September 30, 2021

	Utility Fund	Sanitation Fund	Airport Fund	Total
Cash Flows from Operating Activities:				
Cash Received from Customers	\$ 14,051,098	\$ 1,843,983	\$ 1,442,952	\$ 17,338,033
Cash Paid to Suppliers for Goods and Services	(2,619,802)	(219,707)	(288,065)	(3,127,574)
Cash Paid to and for the Benefit of Employees	(2,360,325)	(688,047)	(469,926)	(3,518,298)
Cash Paid to Other Funds for Goods or Services	(1,414,748)	(511,440)	(20,000)	(1,946,188)
Net Cash Provided (Used) by Operating Activities	7,656,223	424,789	664,961	8,745,973
Cash Flows from Capital and Related Financing Activities:				
Interfund Activity-Due to/from	-	-	-	-
Proceeds of Grant/Donations	675,651	-	1,595,118	2,270,769
Payments for Capital Acquisitions	(6,854,680)	(331,158)	(1,590,680)	(8,776,518)
Principal Repayments	(1,635,172)	(27,965)	-	(1,663,137)
Proceeds from SRF Loan	3,959,963	-	-	3,959,963
Interest Paid	(259,594)	(2,408)	-	(262,002)
Proceeds from Assets Sold	19,486	13,050	-	32,536
Net Cash Provided (Used) by Capital and Related Financing Activities	(4,094,346)	(348,481)	4,438	(4,438,389)
Cash Flows from Investing Activities:				
Receipt of Interest	9,459	1,855	3,060	14,374
Net Cash Provided from Investing Activities	9,459	1,855	3,060	14,374
Net Increase (Decrease) in Cash	3,571,336	78,163	672,459	4,321,958
Cash, Beginning of Year	10,087,109	1,120,039	1,391,629	12,598,777
Cash, End of Year	\$ 13,658,445	\$ 1,198,202	\$ 2,064,088	\$ 16,920,735
Reconciliation of Cash and Cash Equivalents to Balance Sheet	\$ 13,658,445	\$ 1,198,202	\$ 2,064,088	\$ 16,920,735
Unrestricted Cash and Pooled Cash, Cash Equivalents and Investments	7,082,475	1,198,202	2,064,088	10,344,765
Restricted Cash and Pooled Cash, Cash Equivalents, and Investments				
Utility Impact Fees	5,057,504	-	-	5,057,504
Customer Deposits	1,518,466	-	-	1,518,466
Renewal and Replacement Fund	-	-	-	-
Construction Fund	-	-	-	-
Total	\$ 13,658,445	\$ 1,198,202	\$ 2,064,088	\$ 16,920,735

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Statement of Cash Flows Proprietary Funds (continued) For the Year Ended September 30, 2021

	Utility Fund	Sanitation Fund	Airport Fund	Total
Operating Income (Loss)	\$ 1,670,970	\$ 2,853	\$ (399,517)	\$ 1,274,306
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:				
Depreciation Expense	3,268,744	278,113	953,370	4,500,227
Connection Fees	1,332,562	-	-	1,332,562
(Increase) Decrease in Accounts Receivable, Net	1,608,182	27,377	(245,308)	1,390,251
(Increase) Decrease in Inventories	(83,059)	-	(26,873)	(109,932)
Net Increase in Customer Deposits	154,276	-	(4,773)	149,503
Increase (Decrease) in Accounts Payable Suppliers	(15,948)	2,728	334,637	321,417
Increase(Decrease) Other	(298,336)	90,872	38,142	(169,322)
Increase (Decrease) in Accrued Payroll and Compensated Absences	18,832	22,846	15,283	56,961
Total Adjustments	5,985,253	421,936	1,064,478	7,471,667
Net Cash Provided (Used) by Operating Activities	\$ 7,656,223	\$ 424,789	\$ 664,961	\$ 8,745,973

Supplemental Schedule of Non-Cash Investing, Capital and Financing Activities.

An allowance for uncollectible accounts has been provided for at September 30, 2021 in the amount of \$76,000.

The accompanying notes are an integral part of these financial statements.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies

The City of Zephyrhills was incorporated pursuant to Florida Legislature Spec. Acts 1925, Chap. 11327, Sec. 1, as amended by Spec. Acts 1927, Chap. 13564, Sec. 1. The City operates under a Council-Manager form of government and provides the following services as authorized by its charter: public safety, public works, public health and welfare, culture, recreation, water and wastewater services.

The City's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). Governments are also required to follow the pronouncements of the Financial Accounting Standards Board (FASB) issued through November 30, 1989 (when applicable) that do not conflict with or contradict GASB pronouncements. Although the City has the option to apply FASB pronouncements issued after that date to its business-type activities and enterprise funds, the City has chosen not to do so. The more significant accounting policies established in GAAP and used by the City are discussed below.

Defining the Financial Reporting Entity

In accordance with Governmental Accounting Standards Board Statement Number 14, the financial reporting entity includes the primary government, organizations for which the primary government is financially accountable and other organizations which, if excluded, would cause the reporting entity's financial statements to be misleading or incomplete. Financial accountability is defined as the appointment of a voting majority to an organization's board and either displays the ability to impose its will on that organization or the possibility that the organization will impose or provide a financial burden or benefit to the primary government.

Included within the Reporting Entity:

Zephyrhills Community Redevelopment Agency: The Zephyrhills Community Redevelopment Agency was formed as a special district by Council Resolution number 437 adopted March 9, 1998. The resolution provided that the City Council itself is the governing body of the agency. The district was formed for the purpose of redevelopment of the specified area of land within the downtown area of the City of Zephyrhills.

This special district is fully dependent upon the City of Zephyrhills and its funding and expenditures are reported by the City through its Special Revenue Fund (governmental fund type). Under specific requirements as outlined in "Governmental Accounting Standards Board" (GASB) Statement 14, the special district is not considered legally separate but is reportable as a component unit under Florida State requirements.

Basic Financial Statements - Government-Wide Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide statements are presented using a full accrual, economic resource basis, which incorporates long-term assets and receivables and long-term liabilities. Governmental activities include the General Fund and Special Revenue Fund. Business-type activities include the Utility Fund, Sanitation Fund and Airport Fund.

In the government-wide Statement of Net Position, both the governmental and business-type activities (a) are presented on a consolidated basis by column and (b) are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The City's net position is reported in three parts - invested in capital assets, net of related debt; restricted net position; and unrestricted net position. The City first utilizes restricted resources to finance qualifying activities.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

The government-wide Statement of Activities reports both the gross and net cost of each of the City's functions and business-type activities (police, fire, public works, etc.). The functions are also supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues and operating and capital grants. Program revenues must be directly associated with the function (police, public works, community services, etc.) or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reports capital-specific grants.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales or gas taxes, intergovernmental revenues, interest income, etc.).

The City does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the City as an entity and the change in the City's net position resulting from the current year's activities.

Basic Financial Statements - Fund Financial Statements

The financial transactions of the City are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, reserves, fund equity, revenues and expenditures/expenses.

The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories. Non-major funds by category are summarized into a single column. GASB No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City has electively added funds, as major funds, which either have debt outstanding or specific community focus. Non-major funds are combined in a column in the fund financial statements. All funds of the City are considered major funds.

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The City reports these major governmental funds and fund types:

The General Fund is the City's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

The Special Revenue Fund is used to account for the proceeds of specific revenue sources that are restricted by law or administrative action to expenditures for specific purposes.

The CRA Fund is used to account for revenues and expenditures specifically derived from and applicable to the Community Redevelopment Agency Area within the City.

The Impact Fee Fund is used to account for proceeds from police, fire, transportation and park impact fees that are restricted by ordinance for specific purposes.

The activities reported in these funds are reported as governmental activities in the government-wide financial statements.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The City reports the following proprietary fund types: Utility Water and Sewer, Sanitation, and Airport.

Enterprise funds are required to be used to account for operations for which a fee is charged to external users for goods or services and the activity is financed with debt that is solely secured by a pledge of the net revenues. The activities reported in these funds are reported as business-type activities in the government-wide financial statements.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

Basis of Accounting

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

Accrual

Both governmental and business-type activities in the government-wide financial statements and the proprietary fund financial statements are presented on the accrual basis of accounting. Property taxes are reported in the period for which levied. Other non-exchange revenues, including intergovernmental revenues and grants, are reported when all eligibility requirements have been met. Fees and charges and other exchange revenues are recognized when earned and expenses are recognized when incurred.

Modified Accrual

The governmental funds financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year end. Property tax revenues are recognized in the period for which levied, provided they are also available. Intergovernmental revenues or grants are recognized when all eligibility requirements are met and the revenues are available. Expenditures are recognized when the related liability is incurred. Exceptions to this general rule include principal and interest on general obligation long-term debt and employee vacation and sick leave, which are recognized when due and payable.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

The City Manager submits to the City Council a proposed operating budget for the ensuing fiscal year. It contains proposed expenditures and the means to finance them, including a proposed property tax millage.

Public hearings are conducted to obtain taxpayer comments on the proposed budget and property tax millage rate.

The budget and property tax millage are approved by the City Council in September.

Annual budgets are adopted for the following funds: General Fund, Special Revenue Fund, and Enterprise Funds.

The City Council must approve budget amendments that affect revenue accounts or appropriations in more than one department. Expenditures may not exceed legal appropriations at the department level. Appropriations lapse at year-end. All budget amounts presented in the accompanying financial statements and supplemental information have been adjusted for revisions as approved by City Council during the year.

Formal budgetary integration is employed as a management control device during the year for the Governmental Funds.

Budgets for the Governmental Funds are adopted on a basis consistent with generally accepted accounting principles.

Assets, Liabilities, and Fund Equity

The City utilizes a consolidated cash pool to account for cash, cash equivalents, and investments of all City funds other than those that are required by ordinance to be physically segregated. The consolidated cash pool concept allows each participating fund to benefit from the economies of scale and improved yield that are inherent to a larger investment pool. Formal accounting records detail the individual equities of the participating funds.

The City considers all highly liquid investments (including restricted assets), with a maturity of three months or less when purchased, to be cash equivalents. The majority of the City's pooled investments have the general characteristics of demand deposits, in that additional funds may be deposited at any time and funds may be withdrawn at any time without prior notice or penalty. Therefore, all of the pooled investments, regardless of their maturities, are considered cash equivalents.

The City participates in the Florida Prime (formerly known as the Local Government Surplus Funds Trust Fund Investment Pool) operated by the Florida State Board of Administration. Florida Prime is considered a SEC 2a7-like fund pool in accordance with GASB statement No. 31 and is valued using the pooled share price which approximates fair value. (See also Note 2)

Investments

Investments are reported at fair value. Investments in mutual fund type securities are valued at the net asset value of the fund based on the underlying assets held in the funds. The fair value of an investment is the amount that could reasonably be expected to be received for it in a current sale between a willing buyer and a willing seller, other than in a forced or liquidation sale.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Receivables

Utility (water and sewer and sanitation fund) operating revenues are generally recognized on the basis of cycle billings rendered monthly or quarterly. The City records estimated revenues for services delivered during the current fiscal year that will be billed during the next fiscal year.

Inventories

Inventories are stated at cost using the first-in, first-out method. Inventories in the governmental funds are accounted for by the consumption method, wherein inventories are charged as expenditures when used.

Prepaid Items

Payments made to vendors for services that will benefit periods beyond September 30, 2021 are recorded as prepaid items.

Taxes Receivable

Other tax receivables include franchise and utility taxes that are received monthly.

Property Taxes

Under Florida Law, the assessment of all properties and the collection of all City property taxes are consolidated in the offices of the Pasco County Property Appraiser and Pasco County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. Florida Statutes permit cities to levy property taxes at a rate of up to 10 mills. The millage rate in effect for the fiscal year ended September 30, 2021 was 6.35.

The tax levy of the City is established by the City Council prior to October 1 of each year. The Pasco County Property Appraiser incorporates the millage into the total tax levy, which includes the tax requirements of the county, municipalities, independent districts and the Pasco County School Board.

All property is reassessed according to its fair market value on January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of Florida Statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Pasco County Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February. The taxes paid in March are without discount. Delinquent taxes on real property bear interest at 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. Application for a tax deed on any unredeemed tax certificate may be made by the certificate holder after a period of two years. Unsold certificates are held by Pasco County.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Capital Assets

Capital assets acquired or constructed in excess of \$750 are capitalized at historical cost. Donated assets are recorded at fair market value as of the date received. Additions, improvements, and other capital outlays that extend the useful life of an asset are capitalized. Other costs incurred for repair and maintenance are expensed as incurred. Depreciation is provided using the straight-line method. The estimated useful lives of the various classes of depreciable assets are as follows:

Assets	Years
Sewer System	50
Water System	50
Public Domain Infrastructure	20-40
Buildings	10-50
Equipment	5-10

Net interest cost (interest cost less the interest earned on the investment of unexpended debt proceeds) is capitalized in the proprietary funds on construction projects financed with tax-exempt debt. There was no interest capitalized during the year ended September 30, 2021. Interest cost is not capitalized on projects financed by government grants, third-party donations or on assets in the governmental funds.

Compensated Absences

Annual vacation accruals vary based on the years of service. The maximum number of annual leave hours that an employee may accrue is 320 hours except fire fighters who may accumulate up to 448 hours.

Medical leave accumulates at the rate of 8 hours for each month worked (except fire fighters at 11.0 hours per month) with no maximum accumulation. Payment for unused medical leave will be made at termination of employment based on years of service. A provision for accumulated absences, related payroll taxes and retirement has been made in the financial statements as of September 30, 2021.

Employees with 25 or more years of service that elect to resign, retire, and/or enter into the DROP Program, and provide the City with a 12 month written notice, may carry over all accrued annual leave up to the maximum allowed by the Florida Retirement System (currently 500 hours). This is retroactive to July 1, 2001.

Net Position

The government-wide and business-type fund financial statements utilize a net position presentation. Net position is presented in three components - invested in capital assets (net of related debt), restricted, and unrestricted.

Invested in Capital Assets (net of related debt)

This component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings attributable to the acquisition, construction, or improvement of those assets. This component does not include the portion of debt attributable to the unspent proceeds.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Restricted

This component consists of net position that has constraints placed on them either externally by third parties (creditors, grantors, and contributors) or by law through constitutional provisions of enabling legislation. The City would typically use restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use of these funds.

Unrestricted

This component consists of net position that does not meet the definition of “invested in capital assets, net of related debt” and “restricted”. Designations of net position made by the City’s management are included in this component because these types of constraints are internal, and management can remove or modify them.

Fund Balances

In the fund financial statements, fund balance for governmental funds (General Fund, Special Revenue Fund, CRA Fund, Impact Fee Fund) is reported in classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Under GASB 54 requirements, fund balance is reported as five possible components - nonspendable, restricted, committed, assigned, and unassigned.

Nonspendable

This component includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted

This component includes amounts reported as restricted when constraints placed on the use of the resources are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

Committed

This component includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision-making authority. Such amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned

This component is used to report the government’s intent to use the amount for a specific purpose but are neither restricted, nor committed.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Unassigned

This component is the residual classification for the general fund. This amount represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources (committed, assigned, and unassigned) as they are needed. When unrestricted resources (committed, assigned, and unassigned) are available for use, it is the City's policy to use committed resources first, then assigned, and then unassigned as they are needed.

In governmental funds, bond discounts and issuance costs are recognized in the current period. In the proprietary funds, bond discounts and issuance costs are deferred and amortized over the term of the bonds using the straight-line method of accounting, which approximates the effective interest method. Bond discounts are presented as a reduction of the face amount of bonds payable whereas issuance costs are recorded as deferred outflows of resources.

Pensions

In the government-wide statement of net position, liabilities are recognized for the City's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds of employee contributions are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The deferred outflows of resources reported in the City's statement of net position represent changes in actuarial assumptions, the net difference between projected and actual earnings on Health Insurance Subsidy Program investments, changes in the proportion and differences between the City's contributions and proportionate share of contributions, and the City's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as increases in pension expense in future years.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The deferred inflows of resources reported in the City's statement of net position represent the difference between expected and actual economic experience, the net difference between projected and actual earnings on Florida Retirement System Pension investments, and changes in the proportion and differences between the City's contributions and proportionate share of contributions relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as reductions in pension expense in future years.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 1 - Summary of Significant Accounting Policies (continued)

Interfund Transactions

Interfund transactions are reflected as loans, services provided, reimbursements or transfers. Loans are reported as receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefitting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation where applicable.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 - Cash and Pooled Cash, Cash Equivalents, and Investments

The City maintains a cash and investment pool that is available for use by all funds. Each fund type's portion of this pool is displayed on the combined balance sheet as "Cash and Investments" under each fund's caption.

Cash and Investments include amounts in demand deposits (including sweep account features), United States Treasury Notes, bank certificates of deposit, repurchase agreements and deposits with the State Board of Administration of Florida's Prime Fund.

Fiscal management policies designed to comply with Florida statutes authorize the government to invest in:

- A. The Florida Prime Fund (SBA) and the Florida Municipal Investment Trust.
- B. Negotiable direct obligations or obligations where the principal and interest are unconditionally guaranteed by the United States Government.
- C. Non-negotiable interest-bearing time certificates of deposit or savings accounts in banks and savings associations under the laws of this state and/or in national banks or savings associations organized under the law of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security of Public Deposits Act Chapter 280, Florida Statutes, and provided that the bank or savings association is not listed with any recognized credit watch information service.
- D. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States agencies provided such obligations are backed by the full faith and credit of the United States Government.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 2 - Cash and Pooled Cash, Cash Equivalents, and Investments (continued)

E. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by United States Government agencies (Federal Instrumentalities), which are non-full faith and credit agencies limited to the following:

- Federal Farm Credit Bank (FFCB)
- Federal Home Loan Bank or its district banks (FHLB)
- Federal National Mortgage Association (FNMA)-FNMA guaranteed pass-through obligations
- Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates
- Student Loan Marketing Association (Sallie-Mae)
- Tennessee Valley Authority (TVA)

F. Repurchase agreements comprised of only those investments as authorized in Section B, C and D above.

All demand deposits and certificates of deposit are covered by FDIC insurance and collateral pledged with the State Treasurer by the applicable banks. This is done in compliance with Section 280, Florida Statutes, which provides that in the event of a default by any such bank or savings and loan association, all participating banks and savings and loan associations throughout the State would be obligated to reimburse the government for any loss. Funds on deposit in repurchase agreements and the Florida Local Government Investment Pool (Florida Prime) are not covered by FDIC insurance or Florida Section 280.

Pooled Cash and Investments consist of the following amounts and maturities as of September 30, 2021:

Deposit/Investment Type	Fair Value	Investment Maturity (in years)	
		Less than 1 yr	5+ Years
Florida Prime	\$ 15,266,510	\$ 15,266,510	\$ -
Bank Issued Certificates of Deposit	4,836,438	4,836,438	-
Florida Local Government Investment Trust	2,215,250	2,215,250	-
Bank Demand Deposit Account	16,703,652	16,703,652	-
	<u>\$ 39,021,850</u>	<u>\$ 39,021,850</u>	<u>\$ -</u>

The Florida Prime is rated by Standard and Poors as AAAm. The weighted average days to maturity of the Florida Prime as of September 30, 2021, was 48 days.

The Florida Local Government Investment Trust is maintained in the short-term bond fund, which had a rating of AAAf and a weighted duration to maturity of 2.00 years as of September 30, 2021.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 2 - Cash and Pooled Cash, Cash Equivalents, and Investments (continued)

Interest Rate Risk

As a means of limiting its exposure to interest rate risk, the City diversifies its investments by security type and institution and limits holdings in any type of investment with any one issuer. The City coordinates its investment maturities to closely match cash flow needs and has generally restricted the maximum investment term to less than five years from the purchase date.

Equity in pooled cash and investments by fund are:

Fund	Deposit Type	Amount
General Fund	Unrestricted	\$ 8,581,634
Special Revenue Fund	Unrestricted	10,179,998
CRA Fund	Unrestricted	408,410
Impact Fee Fund	Unrestricted	4,572,610
Proprietary Funds	Unrestricted	13,638,620
Proprietary Funds	Restricted	1,640,578
Total Pooled Cash and Investments		<u>\$ 39,021,850</u>

Note 3 - Receivables

The receivables and related allowances for uncollectibles at September 30, 2021 were as follows:

	Receivables	Allowance for Uncollectibles	Net
General Fund	\$ 543,679	\$ -	\$ 543,679
Special Revenue Fund	-	-	-
Impact Fee Fund	-	-	-
Enterprise Funds	1,490,267	(76,000)	1,414,267
Total	<u>\$ 2,033,946</u>	<u>\$ (76,000)</u>	<u>\$ 1,957,946</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 4 - Capital Assets

Governmental activities' capital asset activity for the fiscal year ending September 30, 2021, was as follows:

	Beginning Balance 10/1/2020	Additions/ Transfers In	Deletions/ Transfers Out	Reclassifying Asset Adjust.	Ending Balance 9/30/2021
Governmental Activities					
Non-Depreciable Assets					
Land and Improvements	\$ 3,888,325	\$ -	\$ -	\$ -	\$ 3,888,325
Depreciable Assets					
Buildings and Improvements	17,319,443	5,747,783	800,927	-	22,266,299
Improvements Other than Buildings	5,097,295	1,809,209	51,876	-	6,854,628
Equipment	8,998,286	1,043,601	540,620	-	9,501,267
Infrastructure	18,403,209	3,790,737	-	-	22,193,946
Construction in Progress	8,156,041	48,049	7,865,837	-	338,253
Total at Historical Cost	61,862,599	12,439,379	9,259,260	-	65,042,718
Less Accumulated Depreciation for					
Land and Land Improvements	-	-	-	-	-
Buildings and Improvements	4,808,904	619,943	800,927	193,116	4,821,036
Improvements Other than Buildings	3,356,866	402,770	51,876	30,858	3,738,618
Equipment	6,019,060	467,236	540,620	177,856	6,123,532
Infrastructure	11,487,170	724,158	-	-	12,211,328
Total Accumulated Depreciation	25,672,000	2,214,107	1,393,423	401,830	26,894,514
Capital Assets, Net	\$ 36,190,599	\$ 10,225,272	\$ 7,865,837	\$ (401,830)	\$ 38,148,204

On September 27, 2020, the City entered into an interlocal agreement with Pasco County for the assumption of the City's fire suppression and first responder responsibilities for the benefit of the City's residents. Upon the commencement of the agreement, the City shall transfer to the County the fire station properties, vehicles and fire equipment with the agreement that the County will reimburse the City the assessed market value for the assets to be paid in the form of credits against future payments for services.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2021

Note 4 - Capital Assets (continued)

Depreciation was charged to the governmental activities as follows:

General Government	
Administration	\$ 275,048
Other General Government	10,991
Total General Government	<u>286,039</u>
Public Safety	
Fire Department	-
Police Department	377,881
Protective Inspection	16,593
Total Public Safety	<u>394,474</u>
Public Works	
Streets	1,127,459
Equipment Maintenance	24,238
Parks and Facility Management	287,163
Total Public Works	<u>1,438,860</u>
Culture and Recreation	
Library	94,735
Total Culture & Recreation	<u>94,735</u>
Total	<u>\$ 2,214,108</u>

Business-Type activities' capital asset activity for the fiscal year ending September 30, 2021, was as follows:

	Beginning Balance 10/1/2020	Additions/ Transfers In	Deletions/ Transfers Out	Reclassifying Asset Adjustments	Ending Balance 9/30/2021
Business-Type Activities:					
Non-Depreciable Assets					
Land and Improvements	\$ 2,875,160	\$ -	\$ -	\$ -	\$ 2,875,160
Depreciable Assets					
Buildings and Improvements	30,744,446	1,332,152	-	-	32,076,598
Equipment	7,337,677	868,088	203,084	51,500	8,054,181
Infrastructure	74,998,869	9,200,339	49,489	-	84,149,719
Construction in Progress	4,139,217	604,141	2,171,813	-	2,571,545
Total at Historical Cost	<u>120,095,369</u>	<u>12,004,720</u>	<u>2,424,386</u>	<u>51,500</u>	<u>129,727,203</u>
Less Accumulated Depreciation for:					
Buildings and Improvements and Infrastructure	46,777,795	3,946,449	49,489	(79,426)	50,595,329
Equipment	2,288,175	573,903	203,084	136,351	2,795,345
Total Accumulated Depreciation	<u>49,065,970</u>	<u>4,520,352</u>	<u>252,573</u>	<u>56,925</u>	<u>53,390,674</u>
Capital Assets, Net	<u>\$ 71,029,399</u>	<u>\$ 7,484,368</u>	<u>\$ 2,171,813</u>	<u>\$ (5,425)</u>	<u>\$ 76,336,529</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 5 - Long-Term Debt

Long-term debt activity for the fiscal year ending September 30, 2021 is as follows:

	Beginning Balance 10/1/2020	Increases	Decreases	Ending Balance 9/30/2021	Amounts Due Within One Year
Governmental Activities:					
Notes and Leases Payable					
Bond Payable, JP Morgan Chase Bank, N.A. (City Hall Project)	6,608,251	-	440,695	6,167,556	451,024
Total Notes and Leases Payable	6,608,251	-	440,695	6,167,556	451,024
Other Liabilities					
Net OPEB Obligations	18,754,000	1,797,600	350,540	20,201,060	-
Compensated Absences	1,058,769	427,267	268,896	1,217,140	450,342
Total Long-term Liabilities					
Governmental Activities	<u>\$ 26,421,020</u>	<u>\$ 2,224,867</u>	<u>\$ 1,060,131</u>	<u>\$ 27,585,756</u>	<u>\$ 901,366</u>

City of Zephyrhills, FL has an Infrastructure Sales Surtax Revenue Bond (Series 217 Bond) obligation to JP Morgan Chase Bank, N.A. (City Hall Project) bearing interest at 2.344%. The Bond is payable in one principal payment per year and two interest payments per year, with total annual payments of \$595,592. Interest is payable on April 1 and October 1 each year. Closing date of the Series 217 Bond was October 25, 2017. The Bond is payable from Non-Ad Valorem revenues which must be budgeted and appropriated each year. The full faith and credit of the City is not pledged to the payment of the Bond. The Bond cannot be prepaid prior to October 25, 2022.

Principal and interest payments for the years following September 30, 2021, are as follows:

	<u>Principal</u>	<u>Interest</u>
2022	451,024	139,282
2023	461,596	128,586
2024	472,417	117,639
2025	483,490	106,436
2026	494,823	94,970
2027 to 2031	2,653,629	337,817
2032 to 2033	1,150,577	27,125
	<u></u>	<u></u>
Total	<u>\$ 6,167,556</u>	<u>\$ 951,855</u>

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2021

Note 5 - Long-Term Debt (continued)

	Beginning Balance 10/01/20	Increases	Decreases	Ending Balance 09/30/21	Amounts Due Within One Year
Business-Type Activities					
Bonds Payable, BB&T Series	\$ 4,126,524	\$ -	\$ 650,690	\$ 3,475,834	\$ 665,084
Total Bond Payable	4,126,524	-	650,690	3,475,834	665,084
EPA Loan to Utility Fund (SRF)	8,489,066	3,959,963	984,482	11,464,547	1,321,094
Total Bonds and Notes Payable	12,615,590	3,959,963	1,635,172	14,940,381	1,986,178
Other Liabilities					
Compensated Absences	532,365	160,534	84,352	608,547	158,111
Total Long-Term Business-Type Activities	<u>\$ 13,147,955</u>	<u>\$ 4,120,497</u>	<u>\$ 1,719,524</u>	<u>\$ 15,548,928</u>	<u>\$ 2,144,289</u>

Clean Water State Revolving Fund Loan Agreement

In connection with necessary expansion of the wastewater treatment plant, the City approved funding of said improvement by use of a loan from the state revolving loan fund and EPA. The total commitment available to the City is \$19,749,018, including construction period capitalized interest.

The loan provides for interest at the rate of 2.12% and requires semi-annual payments of \$1,159,261. The construction was substantially completed as of September 30, 2008, and the plant is in operation.

In the current year the City received an additional loan for waste water treatment plant improvements for an amount of \$6,188,840 of which they took disbursements in the amount of \$3,959,963. The loan provides for 0% interest and requires semi-annual payments of \$157,815.

All Utility Fund revenues, including connection fees, have been pledged as collateral for the loans.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 5 - Long-Term Debt (continued)

The following repayment schedule is based on funds draw down as of September 30, 2021.

Year	Principal	Interest Rate	Interest Amount	Total EPA Loan Service Requirement
2022	1,321,094	0% - 2.12%	153,797	1,474,891
2023	1,342,523	0% - 2.12%	132,368	1,474,891
2024	1,364,409	0% - 2.12%	110,482	1,474,891
2025	1,386,761	0% - 2.12%	88,130	1,474,891
2026	1,409,589	0% - 2.12%	65,302	1,474,891
2027	1,432,904	0% - 2.12%	41,984	1,474,888
2028	1,456,713	0% - 2.12%	18,175	1,474,888
2029	315,630	0.00%	-	315,630
2030	315,630	0.00%	-	315,630
2031	315,630	0.00%	-	315,630
2032	315,630	0.00%	-	315,630
2033	315,630	0.00%	-	315,630
2034	172,404	0.00%	-	172,404
	<u>\$ 11,464,547</u>		<u>\$ 610,238</u>	<u>\$ 12,074,785</u>

The City of Zephyrhills borrowed money in the current year and several years ago from the US Department of Environmental Protection Agency. The loans were passed through the Florida Department of Environmental Protection, Clean Water State Revolving Fund. The funds were also associated with the American Recovery and Reinvestment Act. The proceeds were used to upgrade and expand the existing Wastewater Treatment Plant.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 5 - Long-Term Debt (continued)

During fiscal year 2016, the City issued \$6,591,078, for long-term financing of equipment upgrades and related costs for the Utility and Sanitation funds. The debt is in the form of a lease-purchase agreement and is reported as Bonds Payable, BB&T Series Equipment Finance lease. The following is a schedule of maturities under this agreement:

Year	Principal	Interest Rate	Interest Amount	Total BB&T Loan Service Requirement
2022	665,084	2.20%	72,831	737,915
2023	679,796	2.20%	58,119	737,915
2024	694,834	2.20%	43,081	737,915
2025	710,205	2.20%	27,710	737,915
2026	725,915	2.20%	11,995	737,910
	<u>\$ 3,475,834</u>		<u>\$ 213,736</u>	<u>\$ 3,689,570</u>

Total Annual Business Activities Debt Service Requirements - excluding compensated absences:

Year	Principal	Interest	Total
2022	1,986,178	226,628	2,212,806
2023	2,022,319	190,487	2,212,806
2024	2,059,243	153,563	2,212,806
2025-2030	7,437,717	253,296	7,691,013
2031-2034	1,434,924	-	1,434,924
	<u>\$ 14,940,381</u>	<u>\$ 823,974</u>	<u>\$ 15,764,355</u>

The City is in compliance with all significant debt requirements.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension

Florida Retirement System (FRS)

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the City are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site (www.dms.myflorida.com).

The City's pension expense totaled (\$90,599) for both the FRS Pension Plan and HIS Plan for the year ended September 30, 2021.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Florida Retirement System Pension Plan

The Florida Retirement System Pension Plan (FRS Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- *Regular Class* - Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* - Members in senior management level positions.
- *Special Risk Class* - Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or up to 31 years of service	1.63
Retirement up to age 64 or up to 32 years of service	1.65
Retirement up to age 65 or up to 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or up to 34 years of service	1.63
Retirement up to age 67 or up to 35 years of service	1.65
Retirement up to age 68 or up to 36 years of service	1.68
Elected County Officers	3.00
Senior Management Service Class	2.00
Special Risk Regular	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the City, effective July 1, 2021, were applied to employee salaries as follows: Regular—8.10%, Senior Management 27.29%, and DROP participants 14.60%. The City's contributions to the FRS Plan were \$1,069,002 for year ended September 30, 2021.

Pension Costs

At September 30, 2021, the City reported a liability of \$2,231,758 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The City's proportion of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2020, through June 30, 2021, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2021, the City's proportion was 0.00295446%, which was a decrease of 0.008368715% from its proportion measured as of June 30, 2020.

For the year ended September 30, 2020, the City recognized pension expense of (\$285,630). In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 382,527	\$ -
Changes in Actuarial Assumptions	1,527,079	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	7,786,043
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	383,901	2,346,277
City Contributions Subsequent to the Measurement Date	299,239	-
Total	<u>\$ 2,592,746</u>	<u>\$ 10,132,320</u>

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

The \$299,239 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

<u>Year Ended September 30,</u>	<u>Amount</u>
2022	\$ (1,369,629)
2023	(1,615,333)
2024	(2,055,053)
2025	(2,490,259)
2026	(308,538)
Thereafter	-

Actuarial Assumptions

The total pension liability in the June 30, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

FRS Actuarial Assumptions

Inflation	2.60 % per year
Salary Increases	3.25%, Average, Including Inflation
Investment Rate of Return	6.80%, Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. The actuarial assumptions used in the June 30, 2021 valuation were based on the results of an actuarial experience study for the period July 1, 2013, through June 30, 2018.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption.

The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.00%	2.20%	2.20%	1.20%
Fixed Income	19.00%	3.00%	2.90%	3.50%
Global Equity	54.20%	8.00%	6.70%	17.10%
Real Estate (Property)	10.30%	6.40%	5.80%	11.70%
Private Equity	11.10%	10.80%	8.10%	25.70%
Strategic Investments	4.40%	5.50%	5.30%	6.90%
Totals	100.00%			
Assumed Inflation - Mean			2.4%	1.70%

(1) As outlined in the Pension Plan's investment policy.

Discount Rate

The discount rate used to measure the total pension liability was 6.80% for the FRS Plan. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation of the total pension liability is equal to the long-term expected rate of return.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.80%	6.80%	7.80%
Council's Proportionate Share of the FRS Plan Net Pension Liability (Asset)	\$ 9,980,571	\$ 2,231,758	\$ (4,245,381)

Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary's net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at <http://www.dms.myflorida.com>.

Health Insurance Subsidy Program (HIS)

The Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended June 30, 2021, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2021, the contribution rate was 1.66 percent of payroll pursuant to Section 112.363, Florida Statutes. The City contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were \$123,905 for the year ended September 30, 2021.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Pension Costs

At September 30, 2021, the City reported a liability of \$2,709,511 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2021. The City's proportion of the net pension liability was based on the City's contributions received during the measurement period for employer payroll paid dates from July 1, 2020, through June 30, 2021, relative to the total employer contributions received from all participating employers. At June 30, 2021, the City's proportion was 0.00220887%, which was a decrease of 0.002669928% from its proportion measured as of June 30, 2020.

For the year ended September 30, 2021, the City recognized pension expense of \$195,031 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 90,667	\$ 1,135
Changes in Actuarial Assumptions	212,907	111,639
Net Difference Between Projected and Actual Earnings on HIS Program Investments	2,825	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	149,048	285,487
City Contributions Subsequent to the Measurement Date	33,248	-
Total	<u>\$ 488,695</u>	<u>\$ 398,261</u>

The \$33,248 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2022	\$ 52,807
2023	8,418
2024	6,598
2025	3,368
2026	(4,196)
Thereafter	(9,810)

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Actuarial Assumptions

The total pension liability in the June 30, 2021, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

HIS Actuarial Assumptions

Inflation	2.40 % per year
Salary Increases	3.25%, Average, Including Inflation
Municipal Bond Rate	2.16%

Mortality rates were based on the PUB-2010 base table, projected generationally with Scale MP-2018. The actuarial assumptions used in the June 30, 2021 valuation were based on the results of an actuarial experience study of the FRS Pension Plan for the period July 1, 2013, through June 30, 2018.

Discount Rate

The discount rate used to measure the total pension liability was 2.16% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Pension Liability Sensitivity

The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	1.16%	2.16%	3.16%
Council's Proportionate Share of the HIS Plan			
Net Pension Liability	\$ 3,132,457	\$ 2,709,511	\$ 2,363,001

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 6 - Employee Retirement Systems and Pension (continued)

Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary's net position is available in a separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at <http://www.dms.myflorida.com>.

Note 7 - Deferred Compensation Plan

The City has created a deferred compensation plan which is available to all employees in accordance with Internal Revenue Code 457. The plan is administered by independent plan administrators through applicable service agreements. Various options are available for all City employees.

Certain provisions of the Small Business Job Protection Act of 1996 affect Internal Revenue Code Section 457 plans by eliminating the requirement that Section 457 plan assets remain assets of the sponsoring government. The Act now requires that amounts deferred under Section 457 be held in trust for the exclusive benefit of participating employees and not be accessible by the government or its creditors.

Note 8 - Other Post-Employment Benefits

Effective for the fiscal year ended September 30, 2018, the City implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, which supersedes previous accounting and financial reporting guidance for certain postemployment healthcare and life insurance benefits provided by the City.

The City provides, through annual City Council appropriation, health insurance for approximately forty retired employees and their families. The postemployment benefits are accounted for in the general fund on a "pay-as-you-go" basis. The cost for the year ended September 30, 2021, was \$350,365. In addition, the City provides health insurance coverage to terminated employees in accordance with the COBRA law. These benefits are provided at no cost to the City, since former employees reimburse the City.

Based on GASB Statement 75, which sets forth the guidelines for the treatment of Other Post-Employment Benefits (OPEB), the City has had an actuarial calculation completed to determine the future funding requirements of these benefits. The actuary's 2021 valuation (calculated as of September 30, 2021) involves estimates of the value of reported amounts and assumptions about the probability of events far into the future. These assumptions include future employment, mortality, future payroll and health care cost trends. The calculation used the entry age normal cost method including normal pension-related actuarial assumptions, health care inflation for Pre-Medicare cost of 7.0% and a Post-Medicare cost of 6.0%, plus a payroll growth inflation assumption of 3%. The calculation amortizes the Unfunded Actuarial Accrued Liability (UAAL) over 30 years.

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 8 - Other Post-Employment Benefits (continued)

The City of Zephyrhills contributes up to 50% of the active health insurance premium for retirees with at least 10 years of service, and who were participating in the City's group insurance plan at the time of retirement. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the health insurance program by retirees and their eligible dependents, at a cost to the retirees that is no greater than the cost at which coverage is available for active employees. The City currently has no plans to fund the Unfunded Actuarial Accrued Liability (UAAL).

OPEB Plan participants must reimburse the City for the City's average blended cost. Contributions requirements of the City are established and may be amended through action of the Council. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

At September 30, 2021, the following employees were covered by the benefit terms:

Retirees and Beneficiaries Currently Receiving Benefits	44
Active Employees	148
	<u>192</u>

Total OPEB Liability and Changes in Total OPEB Liability

The measurement date for the City's total OPEB liability was September 30, 2021. The measurement period for OPEB cost was October 1, 2020 to September 30, 2021. The components of the City's net OPEB liability are as follows:

Total OPEB Liability	\$	20,201,000
OPEB Plan Fiduciary Net Position		<u>-</u>
City's Net OPEB Liability	\$	20,201,000
OPEB Plan Fiduciary Net Position as a Percentage of Total OPEB Liability		0%

City of Zephyrhills, Florida

Notes to the Financial Statements
For the Year Ended September 30, 2021

Note 8 - Other Post-Employment Benefits (continued)

The components of the changes in the total OPEB liability are as follows:

<u>Total OPEB Liability</u>	<u>Fiscal Year 2021</u>
Service Cost	\$ 632,622
Interest	424,569
Difference between Expected and Actual Experience	-
Change of Assumptions and Other Inputs	740,402
Benefit Payments	(350,365)
Net Change in Total OPEB Liability	1,447,228
Total OPEB Liability, Beginning	18,753,832
Total OPEB Liability, Ending	<u>\$ 20,201,060</u>

Schedule of Deferred Inflows/Outflows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ (10,641,495)
Changes of assumptions/inputs	11,738,638	(1,167,003)
Net difference between projected and actual investments	-	-
Total	<u>\$ 11,738,638</u>	<u>\$ (11,808,498)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources:

<u>Year Ended September 30,</u>	<u>Amount</u>
2022	\$ 32,055
2023	32,055
2024	32,055
2025	32,055
2026	32,055
Thereafter	(230,135)

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 8 - Other Post-Employment Benefits (continued)

Actuarial Assumptions and OPEB liability Sensitivity to Healthcare Trend Rate

The total OPEB liability reported at September 30, 2021 was based on an actuarial valuation dated October 15, 2021 rolled forward to September 30, 2021 using the following actuarial assumptions:

Inflation	3.0% per annum
Discount Rate	2.15% per annum
Salary Increases	3.5% per annum
Mortality Rates	RP-2014 mortality tables
Healthcare Trend Rate	Trend starting at 6.0% with .5% decrease per year to final rate of 5.0%

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current rate:

	1% Decrease	Current trend Rate	1% Increase
Total OPEB Liability	\$17,177,000	\$20,201,000	\$24,476,000

Discount Rate and OPEB Liability Sensitivity to Discount Rate

The discount rate used to measure the total OPEB liability reported as of September 30, 2021 was 2.15%.

The following table presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	1% Decrease	Current trend Rate	1% Increase
	1.15%	2.15%	3.15%
Total OPEB Liability	\$24,777,000	\$20,201,000	\$16,701,000

City of Zephyrhills, Florida

Notes to the Financial Statements For the Year Ended September 30, 2021

Note 9 - Risk Management

The City is exposed to various risks of losses related to torts, theft or damage to and destruction of assets, errors and omissions, injuries to workers, and natural disasters. The City has chosen to manage these risks through purchases of commercial insurance and participation in the Public Risk Management (PRM) pool. The pool is a protected self-insurance program which has both specific excess insurance for large losses and aggregate excess insurance or stop loss insurance in the event the loss fund is used up because of frequency of losses.

The City has maintained levels of insurance coverage during the current year.

Note 10 - Contingencies

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally, the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time; however, the government expects such amounts, if any, to be immaterial.

The government is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the government attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the government.

Note 11 - Subsequent Events-COVID

Subsequent events have been evaluated through April 30, 2022, the date the financial statements were available to be issued. In 2021, the continued spread of the COVID-19 pandemic is affecting the United States and may affect the City's operations and those of third parties on which the City relies. While the City does not expect to see a material COVID-19 impact on the results of operations, given the uncertainties surrounding the duration of the outbreak it is not currently possible to ascertain the overall impact of COVID-19. Management is monitoring the situation in order to mitigate any potential impact on the City's operations and financial performance.

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Resources (Inflows)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Taxes				
Ad Valorem	\$ 5,054,921	\$ 5,054,921	\$ 4,994,563	\$ (60,358)
Communication Services	480,000	480,000	630,568	150,568
Utility Taxes	1,802,800	1,802,800	2,031,087	228,287
Business Tax	62,000	62,000	100,588	38,588
Total Taxes	7,399,721	7,399,721	7,756,806	357,085
Licenses and Permits				
Franchise Fees	1,554,000	1,554,000	1,550,469	(3,531)
Building Permits	600,000	600,000	1,196,335	596,335
Other	28,020	28,020	27,711	(309)
Total Licenses and Permits	2,182,020	2,182,020	2,774,515	592,495
Intergovernmental				
State Revenue Sharing	500,000	500,000	509,038	9,038
Mobile Home License	135,000	135,000	133,373	(1,627)
County Occupational License	3,500	3,500	-	(3,500)
Half-Cent Sales Tax	930,683	930,683	1,332,415	401,732
Alcoholic Beverage License	15,000	15,000	15,094	94
Firefighter Supplement	-	-	-	-
School District Reimbursement for School Resource Officer	-	-	-	-
Federal FEMA Reimbursement	-	-	-	-
State FEMA Reimbursement	-	-	-	-
Federal Grants	-	-	-	-
State Grants	-	-	1,900	1,900
Total Intergovernmental	1,584,183	1,584,183	1,991,820	407,637

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Resources (Inflows) (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Charges for Services				
Building Administrative	30,000	30,000	27,972	(2,028)
Code Enforcement	14,000	14,000	7,601	(6,399)
Library	2,500	2,500	443	(2,057)
Other	2,300	2,300	50,517	48,217
Payments in Lieu of Taxes	-	-	-	-
Administrative Fees	15,400	15,400	70,416	55,016
Proprietary Fund Reimbursed	1,737,898	1,737,898	1,737,898	-
Total Charges for Services	1,802,098	1,802,098	1,894,847	92,749
Fines and Forfeits				
Court Fees	54,000	54,000	68,305	14,305
Violations of Local Ordinances	-	-	-	-
Police Education	-	-	-	-
Confiscated Property	-	-	13,131	13,131
Total Fines and Forfeits	54,000	54,000	81,436	27,436
Miscellaneous				
Investment Income	100,000	100,000	15,293	(84,707)
Cemetery Sales	25,000	25,000	67,611	42,611
Surplus Property Sold	11,800	11,800	45,517	33,717
Contributions	-	-	12,722	12,722
Rents	12,000	12,000	24,583	12,583
FDOT Street Lighting	29,893	29,893	30,791	898
Other	50,300	50,300	94,016	43,716
Total Miscellaneous	228,993	228,993	290,533	61,540
Other Financing Sources				
City Hall Bond Issue	-	-	-	-
Operating Transfers	-	-	-	-
Total Other	-	-	-	-
Amounts Available for Appropriation	\$ 13,251,015	\$ 13,251,015	\$ 14,789,957	\$ 1,538,942

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Charges to Appropriations Outflows	Budgeted Amounts		Actual Amounts Budgetary Basis	Variance with Final Budget Positive (Negative)
	Original	Final		
General Government				
City Council				
Personnel Services	\$ 105,029	\$ 105,029	\$ 111,046	\$ (6,017)
Operating	16,600	16,600	27,202	(10,602)
Other Services and Charges	-	-	-	-
Contributions	84,000	84,000	70,000	14,000
City Council Total	205,629	205,629	208,248	(2,619)
Administration				
Personnel Services	429,653	429,653	443,656	(14,003)
Operating	304,700	304,700	250,493	54,207
Contributions	20,000	20,000	19,750	250
Capital Outlay	-	-	20,916	(20,916)
Contingencies	500,000	500,000	-	500,000
Administration Total	1,254,353	1,254,353	734,815	519,538
Human Resources				
Personnel Services	831,340	831,340	810,509	20,831
Operating	841,494	841,494	831,849	9,645
Capital Outlay	-	-	-	-
Human Resources Total	1,672,834	1,672,834	1,642,358	30,476
Finance				
Personnel Services	367,197	367,197	367,174	23
Operating	52,981	52,981	54,470	(1,489)
Capital Outlay	6,700	6,700	8,042	(1,342)
Finance Total	426,878	426,878	429,686	(2,808)
Information Technology				
Personnel Services	272,463	272,463	292,079	(19,616)
Operating	344,117	344,117	284,143	59,974
Capital Outlay	14,000	14,000	11,143	2,857
Information Technology Total	630,580	630,580	587,365	43,215
Economic Development				
Operating	55,000	55,000	50,000	5,000
Grants	15,000	15,000	-	15,000
Economic Development Total	70,000	70,000	50,000	20,000
Planning				
Personnel Services	351,607	351,607	357,157	(5,550)
Operating	95,125	95,125	79,204	15,921
Reserve	-	-	-	-
Planning Total	446,732	446,732	436,361	10,371
Total General Government	4,707,006	4,707,006	4,088,833	618,173

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Charges to Appropriations Outflows (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Public Safety				
Police Dispatch				
Personnel Services	589,364	589,364	555,502	33,862
Other Services and Charges	3,200	3,200	3,260	(60)
Capital Outlay	-	-	-	-
Police Dispatch Total	592,564	592,564	558,762	33,802
Police Department				
Personnel Services	3,403,711	3,403,711	3,478,752	(75,041)
Operating	548,001	548,001	493,372	54,629
Other Services and Charges	-	-	-	-
Capital Outlay	59,969	59,969	22,451	37,518
Police Department Total	4,011,681	4,011,681	3,994,575	17,106
Fire Department				
Personnel Services	496,522	496,522	139,000	357,522
Operating	1,793,869	1,793,869	1,760,902	32,967
Capital Outlay	-	-	-	-
Other Services and Charges	-	-	-	-
Fire Department Total	2,290,391	2,290,391	1,899,902	390,489
Protective Inspections				
Personnel Services	625,157	625,157	615,090	10,067
Operating	46,500	46,500	94,713	(48,213)
Capital Outlay	30,000	30,000	25,803	4,197
Protective Inspections Total	701,657	701,657	735,606	(33,949)
Public Safety Total	7,596,293	7,596,293	7,188,845	407,448

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Charges to Appropriations Outflows (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Public Works				
Stormwater Management				
Operating	233,500	233,500	98,378	135,122
Capital Outlay	-	-	-	-
Stormwater Management Total	233,500	233,500	98,378	135,122
Public Works Administration Road and Street Facilities				
Personnel Services	621,729	621,729	627,978	(6,249)
Operating	340,600	340,600	252,077	88,523
Capital Outlay	25,000	25,000	-	25,000
Street Facilities Total	987,329	987,329	880,055	107,274
Equipment Maintenance				
Personnel Services	243,084	243,084	236,392	6,692
Operating	38,125	38,125	30,423	7,702
Capital Outlay	27,000	27,000	3,689	23,311
Equipment Maintenance Total	308,209	308,209	270,504	37,705
Parks and Facility Management				
Personnel Services	738,610	738,610	668,938	69,672
Operating	264,750	264,750	202,520	62,230
Other Services and Charges	-	-	-	-
Capital Outlay	51,000	51,000	159,442	(108,442)
Parks and Facility Management Total	1,054,360	1,054,360	1,030,900	23,460
Public Works Total	2,583,398	2,583,398	2,279,837	303,561

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Charges to Appropriations Outflows (continued)	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	Budgetary Basis	Positive (Negative)
Library				
Personnel Services	309,065	309,065	286,067	22,998
Operating	54,860	54,860	44,076	10,784
Other Services and Charges	37,961	37,961	-	37,961
Capital Outlay	22,000	22,000	26,281	(4,281)
Library Total	423,886	423,886	356,424	67,462
Transfers				
Transfers to other Funds	18,740	18,740	18,740	-
Total Transfers	18,740	18,740	18,740	-
 Total Charges to Appropriations	 15,329,323	 15,329,323	 13,932,679	 1,396,644
Excess (Deficiency) of Resources and Fund Transfers Over Charges to Appropriations	(2,078,308)	(2,078,308)	857,278	142,298
Fund Balance - Beginning of Year	2,078,308	2,078,308	6,110,686	(4,032,378)
Fund Balance - End of Year	\$ -	\$ -	\$ 6,967,964	\$ (3,890,080)

Explanation of Differences Between Budgetary Inflows and Outflows and GAAP Revenues and Expenditures Sources/Inflows of Resources

Actual amounts (budgetary basis) "available for appropriation" from the Budgetary comparison schedule.	\$ 14,789,957
Differences - budget to GAAP:	
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes.	-
Total Revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds.	<u>\$ 14,789,957</u>

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - General Fund For the Year Ended September 30, 2021

Actual amounts (budgetary basis) of charges to appropriations from the budgetary comparison schedule	\$ 13,932,679
Differences - budget to GAAP:	
Transfers from other funds are inflows of budgetary resources but are not revenues for financial reporting purposes.	<u>18,740</u>
Total expenditures as reported on the statement of revenues, expenditures and changes in fund balances - General Fund	<u><u>\$ 13,913,939</u></u>

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - Special Revenue Fund For the Year Ended September 30, 2021

Resources (Inflows)	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Intergovernmental				
Motor Fuel Taxes	\$ 181,831	\$ 181,831	\$ 486,109	\$ 304,278
Local Option Sales Tax	2,095,817	2,095,817	2,855,464	759,647
8th Cent Motor Fuel Tax	253,872	253,872	169,680	(84,192)
Federal Grants	-	-	4,121,024	4,121,024
Other Grants	-	-	85,000	85,000
Gas Tax Refund	20,000	20,000	22,124	2,124
Total Intergovernmental	2,551,520	2,551,520	7,739,401	5,187,881
Miscellaneous				
Investment Income	20,000	20,000	11,459	(8,541)
Insurance Proceeds	-	-	20,845	20,845
Total Miscellaneous	20,000	20,000	32,304	12,304
Amount Available for Appropriation	2,571,520	2,571,520	7,771,705	5,200,185
Charges to Appropriations (Outflows)				
Expenditures				
Debt Service	590,427	590,427	590,427	-
Professional Services	-	-	1,100,000	(1,100,000)
Contractual Services	-	-	75,000	(75,000)
Capital Outlay	3,425,921	3,425,921	1,608,902	1,817,019
Transfers to Other Funds	-	-	-	-
Contingency	-	-	-	-
Reserves	3,198,940	3,198,940	-	3,198,940
Total Expenditures	7,215,288	7,215,288	3,374,329	3,840,959
Excess (Deficiency) of Resources over				
Charges to Appropriations	(4,643,768)	(4,643,768)	4,397,376	9,041,144
Fund Balance at Beginning of Year	4,643,768	4,643,768	5,956,291	1,312,523
Fund Balance at End of Year	\$ -	\$ -	\$ 10,353,667	\$ 10,353,667

Explanation of Differences Between Budgetary Outflows and GAAP Expenditures

Uses/Outflows of Resources

Actual amounts (budgetary basis) "total charges to appropriations" from the budgetary comparison schedule

\$ 3,374,329

Differences - budget to GAAP:

Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.

-

Total expenditures as reported on the statement of revenue, expenditures and change in fund balances - Special Revenue Fund

\$ 3,374,329

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - CRA Fund For the Year Ended September 30, 2021

Resources (Inflows)	Budgeted Amount		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Taxes				
Ad Valorem City	\$ 194,254	\$ 194,254	\$ 194,254	\$ -
Ad Valorem County	232,216	232,216	234,376	2,160
Total Taxes	426,470	426,470	428,630	2,160
Miscellaneous				
Interest Income	600	600	2,747	2,147
Total Miscellaneous	600	600	2,747	2,147
Amount Available for Appropriation	427,070	427,070	431,377	4,307
Charges to Appropriations (Outflows)				
Expenditures - Other Economic Environment				
Personnel Services	104,529	104,529	105,058	(529)
Professional Services	51,665	51,665	8,628	43,037
Contractual Services	74,000	74,000	58,601	15,399
Promotional Activities	10,000	10,000	5,552	4,448
Office Supplies	500	500	181	319
Operating Supplies	2,000	2,000	335	1,665
Telephone and Communications	2,200	2,200	3,319	(1,119)
Training and Dues	2,250	2,250	1,438	812
Incentives	180,000	180,000	35,079	144,921
Building Facade Grants	100,000	100,000	18,922	81,078
Refuse Removal	100	100	489	(389)
Transfers to Other Fund	-	-	-	-
Contingency and Reserves	-	-	-	-
Total General Government	527,244	527,244	237,602	289,642
Expenditures - Debt Service				
Debt Principal and Interest	-	-	-	-
Total Debt Service	-	-	-	-
Expenditures - Capital Outlay	50,000	50,000	21,480	28,520
Total Charges to Appropriations (Outflows)	577,244	577,244	259,082	318,162
Excess (Deficiency) of Resources over Charges to Appropriations	(150,174)	(150,174)	172,295	322,469
Fund Balance at Beginning of Year	150,174	150,174	226,701	76,527
Fund Balance at End of Year	\$ -	\$ -	\$ 398,996	\$ 398,996

Explanation of Differences Between Budgetary Outflows and GAAP Expenditures

Uses/ Outflows of Resources

Actual amounts (budgetary basis) "total charges to appropriations" from the budgetary comparison schedule

\$ 259,082

Differences - budget to GAAP:

Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.

-

Total expenditures as reported on the statement of revenue, expenditures and change in fund balances - Community Reinvestment Area Fund

\$ 259,082

City of Zephyrhills, Florida

Required Supplementary Information Budgetary Comparison Schedule - Impact Fee Fund For the Year Ended September 30, 2021

Resources (Inflows)	Budgeted Amount		Actual Amounts	Variance with
	Original	Final	Budgetary Basis	Final Budget Positive (Negative)
Impact Fees				
Transportation Impact Fees	\$ 825,000	\$ 825,000	\$ 1,666,245	\$ 841,245
Police Impact Fees	60,000	60,000	127,431	67,431
Fire Impact Fees	-	-	11,739	11,739
Park and Cultural Impact Fees	200,000	200,000	291,636	91,636
Total Impact Fees	1,085,000	1,085,000	2,097,051	1,012,051
Miscellaneous				
State Contribution Pretty Pond	2,300,000	2,300,000	-	(2,300,000)
Interest Income	8,200	8,200	7,896	(304)
Total Miscellaneous	2,308,200	2,308,200	7,896	(2,300,304)
Amount Available for Appropriation	3,393,200	3,393,200	2,104,947	(1,288,253)
Charges to Appropriations (Outflows)				
Expenditures - Public Works Roads and Streets				
Capital Outlay	2,850,000	2,850,000	2,015,701	834,299
Transfer to Other Fund	-	-	-	-
Contingency	2,780,000	2,780,000	-	2,780,000
Public Works Total	5,630,000	5,630,000	2,015,701	3,614,299
Expenditures - Public Safety				
Capital Outlay	261,000	261,000	-	261,000
Transfer to Other Fund	-	-	-	-
Contingency	-	-	-	-
Total Public Safety	261,000	261,000	-	261,000
Expenditures - Parks and Recreation				
Capital Outlay	400,200	400,200	-	400,200
Transfer to Other Fund	-	-	-	-
Contingency	-	-	-	-
Total Parks and Recreation	400,200	400,200	-	400,200
Total Charges to Appropriations	6,291,200	6,291,200	2,015,701	4,275,499
Excess (Deficiency) of Resources over Charges to Appropriations	(2,898,000)	(2,898,000)	89,246	(2,987,246)
Fund Balance at Beginning of Year	2,898,000	2,898,000	3,250,197	(3,948,804)
Fund Balance at End of Year	\$ -	\$ -	\$ 3,339,443	\$ (6,936,050)
Explanation of Differences Between Budgetary Outflows and GAAP Expenditures				
Uses/ Outflows of Resources				
Actual amounts (budgetary basis) "total charges to appropriations" from the budgetary comparison schedule				\$ 2,015,701
Differences - budget to GAAP:				
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.				-
Total expenditures as reported on the statement of revenue, expenditures and change in fund balances - Impact Fee Fund				<u>\$ 2,015,701</u>

City of Zephyrhills, Florida

Required Supplementary Information Schedule of Proportionate Share of the Net Pension Liability For the Year Ended September 30, 2021

Florida Retirement System Pension Plan	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.000295446%	0.037913305%	0.036896700%	0.038666806%	0.037380409%	0.002149501%	0.030772788%
City's Proportionate Share of the Net Pension Liability	\$ 2,231,758	\$ 16,432,185	\$ 12,706,073	\$ 11,646,642	\$ 11,056,874	\$ 8,749,305	\$ 3,974,718
City's Covered-Employee Payroll	\$ 7,819,873	\$ 8,554,108	\$ 7,115,483	\$ 7,200,895	\$ 6,827,988	\$ 6,128,532	\$ 5,705,626
City's Proportionate Share of the Net Pension Liability (Asset) as a							
Percentage of its Covered-Employee Payroll	28.54%	192.10%	178.57%	161.74%	161.93%	142.76%	69.66%
Plan Fiduciary Net Position as a Percentage of the total Pension Lia	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

Note: The amounts presented for each fiscal year were determined as of June 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

Retiree Health Insurance Subsidy Program	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.002208870%	0.024758627%	0.024150400%	0.024733200%	2.382665900%	0.003005484%	0.021462044%
City's Proportionate Share of the Net Pension Liability	\$ 2,709,511	\$ 3,022,988	\$ 2,702,188	\$ 2,617,787	\$ 2,547,656	\$ 2,585,031	\$ 2,188,791
City's Covered-Employee Payroll	\$ 7,819,873	\$ 8,772,802	\$ 8,117,769	\$ 8,081,312	\$ 7,613,600	\$ 6,847,236	\$ 6,511,208
City's Proportionate Share of the Net Pension Liability (Asset) as a							
Percentage of its Covered-Employee Payroll	34.65%	35.34%	33.29%	32.39%	33.46%	37.75%	33.62%
Plan Fiduciary Net Position as Percentage of the total Pension Liabil	3.56%	3.00%	1.70%	2.15%	1.64%	0.97%	0.50%

Note: The amounts presented for each year were determined as of June 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information only for those years for which information is available.

City of Zephyrhills, Florida

Required Supplementary Information Schedule of Contributions For the Year Ended September 30, 2021

Florida Retirement System Pension Plan

	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	\$ 1,069,002	\$ 1,292,889	\$ 1,161,824	\$ 1,134,207	\$ 982,209	\$ 921,616	\$ 773,394
Contributions in Relation to the Contractually Required Contribution	(1,069,002)	(1,292,889)	(1,161,824)	(1,134,207)	(982,209)	(921,616)	(773,394)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's Covered-Employee Payroll	\$ 7,463,820	\$ 8,554,108	\$ 7,085,667	\$ 7,167,015	\$ 6,951,887	\$ 6,573,547	\$ 5,812,778
Contributions as a Percentage of Covered Employee Payroll	14.32%	15.11%	16.40%	15.83%	14.13%	14.02%	13.31%

Note: The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

Retiree Health Insurance Subsidy Program

	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	\$ 123,905	\$ 145,634	\$ 134,842	\$ 134,178	\$ 128,676	\$ 121,021	\$ 89,615
Contributions in Relation to the Contractually Required Contribution	(123,905)	(145,634)	(134,842)	(134,178)	(128,676)	(121,021)	(89,615)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's Covered-Employee Payroll	\$ 7,463,820	\$ 8,772,802	\$ 8,124,755	\$ 8,084,233	\$ 7,768,892	\$ 7,288,794	\$ 6,623,826
Contributions as a Percentage of Covered Employee Payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.35%

Note: The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Zephyrhills, Florida

Required Supplementary Information Schedule of Changes in Total OPEB Liability For the Year Ended September 30, 2021

<u>Total OPEB Liability</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Service Cost	\$ 632,622	\$ 618,943	\$ 579,239	\$ 681,663
Interest	424,569	941,132	677,932	615,978
Difference between Expected and Actual Experience	-	(12,440,057)	-	-
Change of Assumptions and Other Inputs	740,402	8,211,226	5,288,121	(1,710,646)
Benefit Payments	<u>(350,365)</u>	<u>(309,960)</u>	<u>(444,917)</u>	<u>(484,424)</u>
Net Change in Total OPEB Liability	1,447,228	(2,978,716)	6,100,375	(897,429)
Total OPEB Liability, Beginning	<u>18,753,832</u>	<u>21,732,548</u>	<u>15,632,173</u>	<u>16,529,602</u>
Total OPEB Liability, Ending	<u><u>\$ 20,201,060</u></u>	<u><u>\$ 18,753,832</u></u>	<u><u>\$ 21,732,548</u></u>	<u><u>\$ 15,632,173</u></u>
Covered Employee Payroll	\$ 9,956,000	\$ 9,618,959	\$ 7,005,364	\$ 6,768,468
Total OPEB liability as a percentage of covered employee payroll	203%	195%	310%	231%

Note: The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Utility Fund Schedule of Operating Income (Loss)
For the Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues		
Installation Fees	\$ 419,918	\$ 244,368
Water and Sewer Service	10,623,809	9,194,660
Miscellaneous Revenues	62,165	190,684
	<u>11,105,892</u>	<u>9,629,712</u>
Total Revenues		
Operating Expenses		
Administration		
Salaries	305,775	294,784
Employee Benefits	163,830	134,620
Professional Services	1,021,147	1,165,199
Education, Travel and Dues	2,732	2,794
Telephone	1,842	2,367
Office Supplies and Expenses	1,481	2,659
Operating Supplies	484	857
Leases and Rents	2,572	2,592
Vehicle and Equipment Repair	280	281
Gas and Oil	222	32,035
Other	918	2,707
Depreciation	15,232	4,270
Administration Allocation from General Fund	1,237,898	1,037,026
Administration Allocation from Airport Fund	176,850	176,850
Other Expense Transfer to General Fund	-	-
Payment in Lieu of Taxes to General Fund	-	-
	<u>2,931,263</u>	<u>2,859,041</u>
Total Expenses - Administration		

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Utility Fund Schedule of Operating Income (Loss) (continued)
For the Years Ended September 30, 2021 and 2020

	2021	2020
Operating Expenses (continued)		
Water Department		
Salaries	437,549	431,249
Overtime	34,553	29,405
Employee Benefits	444,517	377,004
Professional Services	141,789	114,906
Water Tank Maintenance	23,832	22,590
Property Tax	78	-
Education, Travel and Dues	5,766	7,925
Telephone	15,104	14,239
Electric	118,810	110,206
Other Utility Charges	1,845	2,405
Leases and Rentals	385	518
Repairs and Maintenance - Building	1,945	5,971
Repairs and Maintenance - Equipment	5,691	20,220
Repairs and Maintenance - Vehicles	13,190	15,910
Small Tools	5,490	9,438
Operating Supplies	34,008	29,531
Office Supplies and Postage	1,710	134
Uniforms	2,944	2,434
Chemicals and Chlorine Gas	16,340	18,262
Laboratory Analysis	8,178	11,905
Gas and Oil	29,498	22,047
Depreciation	1,255,457	1,213,340
Other	450	9,007
Total Expenses - Water Department	2,599,129	2,468,646

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Utility Fund Schedule of Operating Income (Loss) (continued)
For the Years Ended September 30, 2021 and 2020

	2021	2020
Operating Expenses (Continued)		
Sewer Department		
Salaries	504,492	537,179
Overtime	80,069	58,785
Employee Benefits	411,372	353,811
Professional Services	18,425	15,700
Education, Travel and Dues	7,241	6,751
Telephone	11,391	11,546
Contract Hauling	85,659	92,504
Electric	348,839	336,933
Other Utility Charges	9,562	8,310
Repairs and Maintenance - Building	5,281	9,116
Repairs and Maintenance - Equipment	73,619	112,015
Repairs and Maintenance - Vehicles	13,278	15,370
Repairs and Maintenance - Infrastructure	73,397	35,321
Small Tools	3,252	5,806
Operating Supplies	29,935	28,540
Office Supplies and Postage	961	545
Uniforms	3,633	2,753
Chemicals and Chlorine Gas	178,520	146,143
Laboratory Analysis	18,431	18,735
Gas and Oil	25,701	19,956
Depreciation	1,998,055	1,611,851
Other	3,417	1,531
Total Expenses - Sewer Department	3,904,530	3,429,201
Total Operating Expenses	9,434,922	8,756,888
Total Operating Income (Loss)	\$ 1,670,970	\$ 872,824

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
Sanitation Fund Schedule of Operating Income (Loss)
For the Years Ended September 30, 2021 and 2020

	2021	2020
Revenues		
Service	\$ 1,795,108	\$ 1,577,936
Miscellaneous Revenues	21,498	17,295
Total Operating Revenues	1,816,606	1,595,231
Operating Expenses		
Salaries	405,495	399,355
Overtime	20,275	22,315
Employee Benefits	285,123	214,383
Education, Travel and Dues	1,508	60
Telephone	2,552	2,517
Landfill Fees	21,807	23,187
Repairs and Maintenance - Vehicles	117,650	140,611
Repairs and Maintenance - Equipment	8,012	2,896
Refuse Removal	-	-
Dumpsters and Recycle Bins	26,549	25,638
Operating Supplies	8,068	12,933
Gas and Oil	98,422	147,738
Depreciation	278,113	270,295
Professional Services	19,093	6,000
Tools, Small Equipment	1,504	82
Uniforms	3,460	2,909
Other	4,682	424
Administrative Expense Allocation from General Fund	480,000	701,258
Administrative Expense Allocation from Airport Fund	31,440	-
Payment in Lieu of Taxes to General Fund	-	-
Total Operating Expenses	1,813,753	1,972,601
Total Operating Income (Loss)	\$ 2,853	\$ (377,370)

City of Zephyrhills, Florida

Other Supplementary Schedules (not required)
 Airport Fund Schedule of Operating Income (Loss)
 For the Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Revenues		
Rental Income	\$ 261,593	\$ 258,208
Tie-Downs	11,118	9,812
Fuel and Oil Sales	655,129	546,329
Hangar Rental	484,649	452,902
Fuel Flowage Fees	3,966	3,963
Miscellaneous	44,776	24,312
Charges to Other Funds	227,030	176,850
Total Operating Revenues	1,688,261	1,472,376
Operating Expenses		
Professional Services	2,300	2,700
Administration Allocation from General Fund	20,000	20,000
Salaries	268,291	252,740
Overtime	7,408	6,176
Employee Benefits	209,510	168,100
Credit Card Processing	29,875	25,839
Advertising	415	143
Education, Travel and Dues	583	676
Telephone	4,835	4,755
Electricity	23,137	22,525
Water and Sewer	5,625	5,262
Refuse Disposal	572	743
Repairs and Maintenance - Vehicles	1,229	1,408
Repairs and Maintenance - Building	6,283	6,991
Repairs and Maintenance - Equipment	16,469	14,148
Repairs and Maintenance - Infrastructure	11,004	12,030
Gas and Oil for Resale	493,996	459,015
Vehicle Expense Gas and Oil	9,921	12,223
Operating Supplies	3,905	4,542
Office Supplies	584	540
Other Expenses	18,465	3,954
Depreciation	953,370	986,122
Total Operating Expenses	2,087,777	2,010,632
Total Operating Income (Loss)	<u>\$ (399,516)</u>	<u>\$ (538,256)</u>

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Schedule of Federal and State Financial Assistance For the Year Ended September 30, 2021

Program Name	Federal CFDA No./State CSFA No.	Contract Number	Expenditures
Federal			
Federal Aviation Administration Taxiway A Rehab Project	CFDA 20.106	3-12-0089-019-2020	262,204
Federal Aviation Administration CARES Act	CFDA 20.106	2021-CESF-PASC-3-C9-157	69,000
		Subtotal CFDA 20.106	331,204
		Total Federal Expenditures:	\$ 331,204
State of Florida			
Florida Department of Transportation - Joint Participation Zephyrhills Municipal Airport Rotating Airfield Beacon	CSFA 55.004	440576-1-94-01 G1668	177,695
Florida Department of Transportation - Joint Participation Zephyrhills Municipal Airport Fuel Farm Design Build	CSFA 55.004	435216-1-94-01 G1E08	159,798
Florida Department of Transportation - Joint Participation Zephyrhills Municipal Airport Runway 1-19 Extension	CSFA 55.004	443359-1-94-01 GOZ22	993,933
		Sub Total: CSFA 55.004	1,331,426 *
Florida Department of Environmental Protection Advanced Wastewater Treatment Reclaimed Water (Clean Water SRF)	CSFA 37.052	LP51052	537,461
Florida Department of Transportation-Joint Participation City of Zephyrhills US 301 & Pretty Pond Intersection	CSFA 55.039	Q1Q12	1,949,744 *
Florida Department of Environmental Protection Advanced Wastewater Treatment Reclaimed Water (Clean Water SRF)	CSFA 37.077	SRL WW510531	3,815,255 *
Florida Department of Economic Opportunity Competitive Florida Partnership Economic Development & Disaster Resiliency Plan	CSFA 40.024	PO405	1,900
		Total State of Florida Expenditures:	\$ 7,635,786
		Total Federal and State Expenditures:	\$ 7,966,990

*Audited as major program

The accompanying notes are an integral part of this schedule.

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Notes to the Schedule of Expenditures of Federal and State Awards For the Year Ended September 30, 2021

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal and state awards (the "Schedule") includes the federal and state grant activity of the City of Zephyrhills, Florida, under programs of the federal and state governments for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. code of *Federal Regulations* part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *Rules of the Auditor General* of the State of Florida. Because the Schedule presents only a selected portion of the operations of the City of Zephyrhills, it is not intended to and does not present the financial position, changes in net assets or cash flows of the City of Zephyrhills.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. There were no amounts passed through to other entities during the year.

Note 3 - Indirect Cost Rate

The City of Zephyrhills has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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Zephyrhills, FL 33542

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**Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters
Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Honorable City Council of Zephyrhills
Zephyrhills, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Zephyrhills, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Zephyrhills basic financial statements, and have issued our report thereon dated April 30, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Zephyrhills, Florida's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Zephyrhills, Florida's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of the Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's control and compliance. Accordingly, this communication is not suitable for any other purpose.



Bodine Perry PLLC
Zephyrhills, FL
April 30, 2022

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Zephyrhills, FL 33542

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**Report on Compliance for Each Major Federal and State Program; Report on Internal Control Over Compliance;
and Report on the Schedule of Expenditures of Federal and State Awards Required by Uniform Guidance and
Chapter 10.650 Rules of the Auditor General**

Independent Auditors' Report

Honorable City Council of Zephyrhills
Zephyrhills, Florida

Report on Compliance for Each Major Federal and State Program

We have audited City of Zephyrhills' (the City), compliance with the types of compliance requirements described in the Uniform Guidance *Compliance Supplement* that could have a direct and material effect on each of the City's major federal and state programs for the year ended September 30, 2021. The City's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's responsibility

Management is responsible for compliance with the requirements of Federal and State statutes, regulations, contracts and grants applicable to its federal and state programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America: the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. Code of *Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.650 Rules of the Auditor General, *Audits of States, Local Governments, and Non-Profit Organizations*, and the *Florida Single Audit Act*. Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program; however, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal and State Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2021.



Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal and state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal and state program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis.

A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses; however, material weaknesses may exist that have not been identified.

Purpose of This Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance and Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

This report is intended solely for the information and use of management, others within the entity, the City Council, and federal and state awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Bodine Perry PLLC
Zephyrhills, FL
April 30, 2022

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Schedule of Findings and Questioned Costs For the Year Ended September 30, 2021

Section I - Summary of Auditors' Results

Financial Statements

Type of Auditors' Report Issued:	Unqualified
Internal Control over financial reporting:	No
- Material Weakness(es) identified?	No
- Significant Weakness(es) identified?	No
Noncompliance material to financial statements noted?	No

Federal and State Program Awards

Internal Control over major programs:	
- Material Weakness(es) identified?	No
- Significant Weakness(es) identified?	No
Type of auditors' report issued on compliance for major federal and state programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of <i>Uniform Guidance and Chapter 10.656 Rules Of the Auditor General</i>	No

City of Zephyrhills, Florida

Other Reports and Schedules of Independent Auditors Schedule of Findings and Questioned Costs For the Year Ended September 30, 2021

Section I - Summary of Auditors' Results (continued)

Identification of Major Programs

Federal:

<u>CFDA Number</u>	<u>Name of Federal Projects</u>
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No federal major programs.

Dollar threshold used to distinguish
between type A and type B programs
for federal programs:

\$750,000

State:

<u>CSFA Number</u>	<u>Name of State Projects</u>
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37.077	Florida Department of Environmental Protection Wastewater Treatment Improvement and Reclaimed Water Main System Expansion
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55.004	Florida Department of Transportation Runway 1-19 Expansion, Fuel Farm Design, Rotating Airfield Beacon
--------	---

55.039	Florida Department of Transportation Joint participation - City of Zephyrhills
--------	---

Dollar threshold used to distinguish
between type A and type B programs
for state programs:

\$750,000

Auditee qualified as a low risk auditee? No

Section II - Financial Statement Findings

None

Section III - Federal and State Awards Findings and Questioned Costs

None

Section IV - Schedule of Prior Year Findings Federal and State Projects

There were no prior audit findings related to Federal or State projects in the prior year.

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Zephyrhills, FL 33542

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**Independent Accountants' Report on Compliance
With Section 218.415, Florida Statutes**

Honorable City Council
City of Zephyrhills
Zephyrhills, Florida

We have examined the City of Zephyrhills, Florida's (the City) compliance with Section 218.415, Florida Statutes regarding the investment of public funds during the period ended September 30, 2021, as required by Section 10.556, *Rules of the Auditor General*. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) and accordingly, included examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination of the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, the City, its management, and is not intended to be and should not be used by anyone other than these specified parties. However, this letter is a matter of public record and its distribution is not limited.



Bodine Perry PLLC
Zephyrhills, FL
April 30, 2022

Management Letter

Honorable City Council
City of Zephyrhills
Zephyrhills, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Zephyrhills, Florida, as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated April 30, 2022.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Uniform Guidance and Chapter 10.650 Rules of the Auditor General, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Auditor General.

Other Report and Schedule

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 30, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City of Zephyrhills, Florida, was incorporated pursuant to Florida Legislature Spec. Acts 1925, Chap. 11327, Sec. 1, as amended by Spec. Acts 1927, Chap. 13564, Sec. 1. The City of Zephyrhills has no component units. The City operates under a Council-Manager form of government.

Financial Condition

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the City of Zephyrhills has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific conditions met. In connection with our audit, we determined that the City of Zephyrhills did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1) (i) 5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City of Zephyrhills financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Sections 10.554(1) (i) 5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the City of Zephyrhills for the fiscal year ended September 30, 2021, filed with the Florida Department of Financial Services pursuant to Section 218.32(1) (a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2021. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1) (i) 2. Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council Members, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Bodine Perry PLLC
Zephyrhills, FL
April 30, 2022

FINANCE DIRECTOR'S REPORT 4.2

Berry Dunn McNeil & Parker, LLC Consulting Contract No. 37-22-06

Issue:

The staff has researched and found a consultant to evaluate our utility billing and customer service information needs.

Background:

The City staff recommends that the City enter into a contract with BerryDunn, a professional services firm out of Portland, Maine, to evaluate the City's utility billing and customer service software needs and make recommendations on ways we can improve. The total services to be provided under this agreement will not exceed \$100,000. The first task order will not exceed \$16,000.

BerryDunn has provided comparable services to 30 other local governments in Florida, including the City of Boca Raton, City of Cape Coral, City of Coral Springs, City of Gainesville, City of Tampa, City of Sanibel, Hillsborough County, Pasco County, and the University of Florida.

Attachment(s):

1. Agreement-BerryDunn 05182022

Fiscal Impact:

Not to exceed \$100,000.

Staff Recommendation:

The staff recommends approval of the contract.

BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT

THIS BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT (the "Contract"), made this 23 day of May, 2022, between THE CITY OF ZEPHYRHILLS (hereinafter referred to as "CITY" or "Owner"), and Berry Dunn McNeil & Parker, LLC (hereinafter referred to as "Consultant") a Maine corporation with its principal office located at 100 Middle Street, Portland, Maine.

WHEREAS, CITY desires to obtain business and IT consulting and advisory services from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Business and IT Consulting and Advisory Service Projects") and The National Cooperative Purchasing Alliance issued RFP# 41-20 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the cost for studies shall not exceed \$100,000.00. Although the primary professional service sought by the contract is for consulting services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract will expire on December 31, 2023. The CITY may at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of one (1) two (2) year term; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an "as needed" basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act, in the selection of Consultant and negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Proposals.** Request for Proposals was completed by The National Cooperative Purchasing Alliance (RFP) 41-20 and the Consultant's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response and third looking to the RFP.
3. **Scope of Services.**
 - (a) Consultant agrees to furnish and perform professional services during phases of a Continuing Service Project ("Project" or "Task Assignment") in

accordance with the terms and conditions set forth herein in accordance with generally accepted professional. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Exhibit A - Scope of Services. Consultant agrees to furnish and perform Basic Services as may be required in the specific scope of work and enumerated and described in Exhibit A - Scope of Services, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Unit Labor Rates for Basic and Additional Services is found in Exhibit B - Unit Labor Rates. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.

(b) Continuing Service Projects shall be designed in accordance with:

1. The Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved or the work is performed.
4. **Time of Completion.** Consultant shall commence Basic Services upon receipt of a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.
5. **Fees.** CITY agrees to pay to Consultant for Basic Services, as set forth in Exhibit A - Scope of Services, a fixed fee based upon an approved written proposal for the work, plus reimbursable expenses as set forth in Exhibit C- Consultant Reimbursable Expense guidelines. Based upon Exhibit B - Unit Labor Rates for a specific project, Consultant will give CITY a detailed written proposal for the work, which shall be in the format described in Exhibit C- Task Assignment, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of work to be designed by Consultant exceeds the proposal or budget.

- (a) Initiation of services shall be upon receipt of a purchase order basis, referencing a written proposal for services related to this Contract. .
- (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month. City will be processing payments via ACH/EFT.
- (c) The responsibility of Consultant for performing its obligation under this Contract is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
- (d) Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by Consultant in connection with the services rendered under this Contract, as identified IN Exhibit D- Consultant Reimbursable Expense Guidelines. Consultant shall provide any documentation required by CITY in connection with reimbursable expenses incurred. Such reimbursements, if any, shall be paid to Consultant in accordance with Section 6(b) of this Contract.
- (e) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit B - Unit Labor Rates. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.
- (f) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
- (g) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any. fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
- (h) The fee structure and hourly rates may be revised only by written Task Assignment, agreed to by both parties to this agreement.

6. **Ownership of Documents.** Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").

- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant.
- (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

7. **Reuse/Repeated Design.**

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract.
- (b) **Future Services.** Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity which has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an

agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

8. **Insurance.**

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverage's:
 - 1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultants services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of either "A," "A," or "A," and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.
 - 2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees. .
 - 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident bodily injury and property damage.
 - 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to CITY, shall name CITY, CITY's representatives, and its agents, employees, and assigns as additional insured, except as otherwise provided by law. The policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY

within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.

- (c) Consultant shall indemnify and hold CITY, CITY's representatives, its agents, employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract or any other failure of Consultant to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within 7. days, (2) proof acceptable to CITY that the premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of the insurer addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after the Continuing Service Project is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

9. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by

CITY, provide certification of compliance with all registration and licensing requirements.

- (d) It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of CITY.
 - (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
 - (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.
10. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.
11. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
12. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant. .
- (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by

CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit B- Unit Labor Rates, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit B- Unit Labor Rates shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.
13. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.
14. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, and Consultant shall promptly and forthwith pay to CITY upon the demand of CITY, reasonable damages and additional costs and/or expenses in connection with the delay of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) any and all negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant,

and (2) any and all negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.

15. **Subconsultants/Separate Consultants.**

- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.
- (b) Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections and revisions at its sole cost and expense.
- (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
- (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

16. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the

Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.

17. **Consultant's Competitive Negotiation Act.**

- (a) If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:
 - 1. Consultant shall execute and furnish to CITY a "Truth-in-Negotiation Certificate" (Exhibit C, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
 - 2. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.
- 20. **Entire Agreement.** This Contract represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.
- 21. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant's past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.
- 22. **Exhibits.** The Exhibits, A-D, are incorporated herein by reference and shall be binding on the Consultant. In the event of any inconsistency between the Exhibits, the provisions of this Contract shall govern and control. Similarly, the Continuing Service Project's Manual is incorporated herein by reference, and in the event of any inconsistency in the Continuing Service Project's Manual and the terms of this Contract, this Contract shall control.

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

OWNER

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Jodi Wilkeson, Council President

Date Approved: May 23, 2022 _____

By: _____
Lori L. Hillman, City Clerk

CONSULTANT

By: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

perspective
GAINED

A PROPOSAL FOR

**BUSINESS AND IT CONSULTING AND
ADVISORY SERVICES**

TO BENEFIT

**The National Cooperative
Purchasing Alliance (NCPA)**

BerryDunn

100 Middle Street
Portland, ME 04101
207-541-2200

Nicole Becnel, Principal

nbecnel@berrydunn.com

Proposal Submitted On:

November 19, 2020, before 2:00 p.m.
in response to RFP #41-20

current technological trends and share our knowledge gained through assessing agencies' needs.

- ***NCPA members and their stakeholders will find our integrated project management and change management methodologies provide opportunities to offer input, build support, and promote buy-in for their projects.*** We know the important role that organizational change management (OCM) plays in consulting projects. Therefore, we integrate a disciplined change management approach to our work—using Prosci®'s change management methodology as a foundation. This integration will help ensure NCPA members' stakeholders have opportunities to provide input, build support, and promote buy-in for all decisions.

As a principal and the leader of BerryDunn's Medicaid Consulting Practice Area, I am authorized to commit BerryDunn to the services proposed herein. We have read the RFP and addenda, understand them, and agree to the terms and conditions therein. We also agree to comply with the federal regulations in the forms contained in the solicitation document. Should you have any questions, my contact information is as follows:

Nicole Becnel, Principal
300 Capitol Street
Suite 1610
Charleston, WV 25301
681.313.8905 | nbecnel@berrydunn.com

After over 30 years of helping clients, we still appreciate every opportunity. We look forward to working with NCPA members.

Sincerely,



Nicole Y. Becnel
Principal

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.
- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 - \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	<u>Berry Dunn McNeil & Parker, LLC D/B/A BerryDunn</u>
Address	<u>100 Middle Street</u>
City/State/Zip	<u>Portland, ME 04101</u>
Telephone No.	<u>681-313-8905</u>
Fax No.	<u>207-774-2375</u>
Email address	<u>nbecnel@berrydunn.com</u>
Printed name	<u>Nicole Becnel</u>
Position with company	<u>Principal</u>
Authorized signature	<u></u>

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

▪ **Purchase Orders**

Contact Person: Kevin Scheirer

Title: Senior Business Development Specialist

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: pqcv@berrydunn.com

▪ **Sales and Marketing**

Contact Person: Nicole Becnel

Title: Principal

Company: Berry Dunn McNeil & Parker, LLC

Address: 100 Middle Street

City: Portland

State: ME

Zip: 04101

Phone: 207-541-2200

Email: pqcv@berrydunn.com

♦ **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes

☒ No

- Pricing submitted includes the required NCPA administrative fee.

The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes

☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

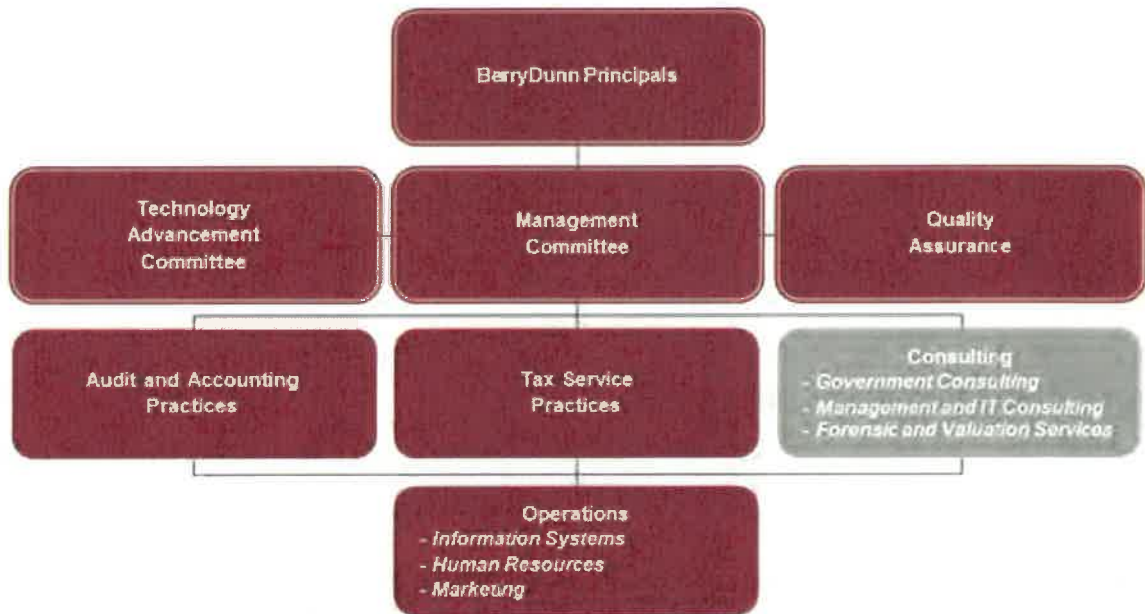
☒ Yes

☐ No

Not applicable to services. We are a service based firm that does not sell, develop, or provide staff augmentation services for vendors. We do not have any preferred vendors and NCPA will not find our name listed as partners, affiliates, or sponsors of any software.

Our firm's organization is represented in Figure 1 below.

Figure 1: BerryDunn Firm Organizational Chart



Office Locations

BerryDunn is headquartered in Portland, Maine, with additional offices in:

- Phoenix, Arizona
- Glastonbury, Connecticut
- Bangor, Maine
- Waltham, Massachusetts
- Manchester, New Hampshire
- Charleston, West Virginia

We also have consultants who live and work in 28 other states in addition to our office locations.

Our key contact for all locations is listed below.

Kevin Scheirer
Senior Business Development Specialist
100 Middle Street
Portland, Maine 04101
207.541.2200
pqcv@berrydunn.com

Standard terms of payment

BerryDunn's standard payment terms are 30 days net.



Introducing NCPA to BerryDunn Teams

We have staff dedicated to managing our cooperative and statewide contracts. These contract managers provide regular updates to BerryDunn consulting teams with new contract information and maintain these contracts' internal lists. Our contract managers also maintain information on our website and assist with outreach to agencies by providing cooperative contract details to streamline the procurement of our services.

Our Firm's Capabilities

Over the past 30 years, BerryDunn has provided consulting services to agencies across the country from the Bay Area Air Quality Management District in California to the Vermont Agency of Human Services. BerryDunn is not a boutique firm focused on a particular service area and can provide NCPA and your member agencies with informed, expert, and meaningful consulting support across a range of key areas from strategic planning to HIPAA compliance. As shown in our response to Tab 5 below, we have the capabilities and experience to support every service category detailed in the NCPA RFP. On BerryDunn's website

<https://www.berrydunn.com/services>) we provide high-level descriptions of all the services we offer, and we list the primary contact information for each service area. In addition, in our Tab 5 response in this proposal, we have highlighted additional value-add service areas that we can provide to member NCPA agencies such as Medicaid Information Technology Architecture (MITA) State Self-Assessments (SS-A) services and independent verification and validation (IV&V) support. Should a NCPA member agency need additional or different services than what we have detailed in Tab 5, through BerryDunn's work with more than 300 state, local, and quasi-governmental agencies across the country, we bring extensive experience in collaborating with agencies to develop new or customized consulting services based on their needs and/or project goals.

Below, in Table 2, we have provided examples of projects that further demonstrate BerryDunn's depth of capabilities and experience.

Table 2: BerryDunn Experience Across Multiple Service Categories

State	Agency	Project	Project Date
Alabama	Mobile County Health Department	EHR System Selection	11/2015 to 01/2017
California	Bay Area Air Quality Management District	IT Security Assessment	05/2019 to present
California	Sacramento Municipal Utility District	Information Security Audit	07/2016 to 12/2017

State	Agency	Project	Project Date
West Virginia	Department of Health and Human Resources (DHHR)	Enterprise Project Management Office E-PMO	11/2018 to present
West Virginia	DHHR	EVV Solution Implementation Project	06/2018 to present
West Virginia	West Virginia Children's Health Insurance Program	MMIS Stabilization Phase Performance Monitoring Project	05/2017 to 05/2018
West Virginia	West Virginia Children's Health Insurance Program	Date Warehouse/Decision Support System (DW/DSS) Historical Data Testing and Implementation Project	08/2018 to 04/2019
West Virginia	West Virginia Children's Health Insurance Program	DW/DSS Migration Project	01/2017 to 05/2018
West Virginia	DHHR	Eligibility and Enrollment Implementation Assistance	10/2017 to present
West Virginia	DHHR	Recipient Automated Data Information System (RAPIDS) (Eligibility System) Transition Facilitation Project	02/2015 to 05/2015

Customer Service

BerryDunn has offices in three time zones with contact information on our website for each office (<https://www.berrydunn.com/locations>). Our offices are staffed 8 a.m. to 5 p.m. local time. Our principals and engagement managers always provide direct contact information to our agencies and are available outside of office hours to answer questions and provide assistance.

Green Initiatives

At BerryDunn, we recognize the increasing global concern over climate change and rising greenhouse gases and our responsibility to do our part to mitigate firm greenhouse gas emissions. To that end, we have embarked upon a number of specific energy-saving measures, including:

- **Saving Paper:** Setting copiers to print double-sided as a default setting saves reams of paper and several thousand dollars each year. In addition, we offer the option for printed or online materials for many of our training sessions and meetings to reduce unnecessary printing and paper usage.
- **Saving Plastic:** Shifting from plastic to metal silverware has avoided dumping over 60,000 pieces of plastic in New England landfills in just a few years.

Tab 5 – Products and Services

Due to our extensive experience providing consulting services to agencies across the country for more than 30 years, BerryDunn is responding to all of the service categories listed in the RFP. We have also provided descriptions of additional value add categories that we believe could benefit the NCPA's member firms in the future—reference Tab 8 for a description of those services. Table 3 below identifies the categories to which we have responded and also identifies those categories which are value add.

Table 3: BerryDunn Service Categories

Products and Services	BerryDunn Response To Requested Services	Value Add Categories
Consultation Services	✓	
Strategic Planning	✓	
Technology Strategy and Consulting	✓	
Business Advisory & Support	✓	
Research and Analysis	✓	
*Project/Program/Portfolio Management	✓	✓
Implementation Oversight	✓	
Procurement	✓	
IT Assessments	✓	
Program and System Assessments	✓	
Risk Analysis and Management	✓	
Organizational Change Management	✓	
Business Process Improvement	✓	
Business Process Reengineering	✓	
Tax Consulting and Compliance	✓	
Financial Statement Audits	✓	
Software Asset Management	✓	
Software Portfolio Management	✓	
Internal Controls Review	✓	
Succession and Transition Planning	✓	
Service Digitization Assessment and Consulting Services	✓	
Data Analytics Consulting Services	✓	

Consultation Services

Overview

BerryDunn's Government Consulting Group has provided consultation services to healthcare organizations, higher education entities, government and quasi-governmental agencies, banks and other financial organizations, and not-for-profit organizations for more than 30 years. During this time, our consultants have helped agencies solve some of their biggest challenges, including modernizing, enhancing, and transforming programs, processes, and systems. Every U.S. state has engaged BerryDunn experts to help them make better-informed decisions and implement changes while minimizing negative impacts on staff and budgets. Through our extensive experience providing consulting services, we have developed a deep understanding of the environments agencies operate in, the challenges they face, and how state and federal requirements impact their organizations—allowing us to provide unparalleled expertise and unique insights.

BerryDunn and our Government Consulting Group do not sell or develop hardware or software, nor do we partner with systems contractors or systems integrators (SIs). As a result of this independence, during every consultation services project, our project teams provide objective, unbiased, and independent assessments and recommendations that are in the best interest of agencies.

Approach

In every engagement for which BerryDunn provides consultation services, our project teams develop a customized project approach that helps agencies be successful and promotes project objectives. At a high level, our approach to providing consultation services includes the four key steps detailed below, and then additional steps might be added based on the needs of agencies, project type, the involvement of federal partners like the CMS, and other regulatory requirements that need to be adhered to during a project's lifecycle. The phases of a consultation services project include the following steps:

- 1. Initiation: Establishing Project Structure** – BerryDunn's team creates the initial planning deliverables required by the project. These deliverables might include a project work plan that specifies the tasks and subtasks that will be performed over the course of the project (and when they will be performed) and a project management plan that defines how the project will be carried out and includes the scope, goals, budget, deliverables, high-level timeline, and several subsidiary management plans, such as communications management plan, risk management plan, issue management plan, scope management plan, schedule management plan, etc.
- 2. Planning: An Ongoing Process** – BerryDunn's team will conduct initial planning with the agency, and maintain and update planning documents throughout the engagement.
- 3. Execution and Control: Execute the Plan, Monitor and Measure, Report Outcomes**
The BerryDunn project team will apply knowledge, skills, tools, and techniques to direct project activities, leverage resources, facilitate communication, monitor and report at the project level, and monitor team function to achieve the expectations established in the

Strategic Planning

Overview

Strategic planning is a disciplined effort that produces fundamental decisions and actions that shape and guide what an organization is, whom it serves, what it does, and why it does it, with a focus on the future. Effective strategic planning articulates where an organization is going and the actions needed to make progress, and how it will know if it is successful.

We focus on **whom** an organization serves, **what** an organization does, and **why**. The strategic plan communicates the organization's goals, actions needed to achieve those goals, and other critical elements developed during planning.

We guide agencies through three phases: initial project planning and fact-finding; industry benchmark research and gap analysis; and strategic plan development.

Approach

Initial Project Planning: Strategic planning starts with initial planning, including clarifying goals and objectives, identifying known project constraints, establishing dates for on-site fact-finding, confirming the list of people to interview, and creating an overall schedule for the project. We will discuss our approach for managing communications between BerryDunn and the agency, and request contact information for key stakeholders involved in the project. This phase also includes reviewing background documentation to gain a greater understanding of the agency's current environment.

Industry Benchmark Research and Gap Analysis: This phase consists of the following tasks:

- Conduct fact-finding meetings and interviews
- Develop a preliminary list of strategic goals
- Confirm and prioritize a preliminary list of strategic goals
- Conduct follow-up meetings related to mission, vision, and goals
- Identify and document current and planned projects
- Develop and distribute project initiatives planning templates
- Conduct an industry benchmark analysis to determine best practices
- Conduct a gap analysis to determine areas for future improvement
- Develop a preliminary list of projects and initiatives
- Prioritize a list of projects and initiatives
- Conduct a feasibility study

Development of the Strategic Plan (Plan): Using the information developed, we will create a draft Plan for the agency. The Plan will describe the agency's strategic objectives and its current environment and needs, and present the desired future environment and planned projects to help achieve that vision. The Plan includes a recommended timeline for implementing each

Technology Strategy and Consulting

Overview

BerryDunn has spent more than three decades assessing the key areas that government organizations consider during the development of an IT strategy, helping to ensure that business goals drive technology. We will work collaboratively with agency staff, administration, IT department, and other key stakeholders to set strategic direction, identify objectives, and sequence projects to respond to urgent needs or over a multiple-year planning horizon.

Approach

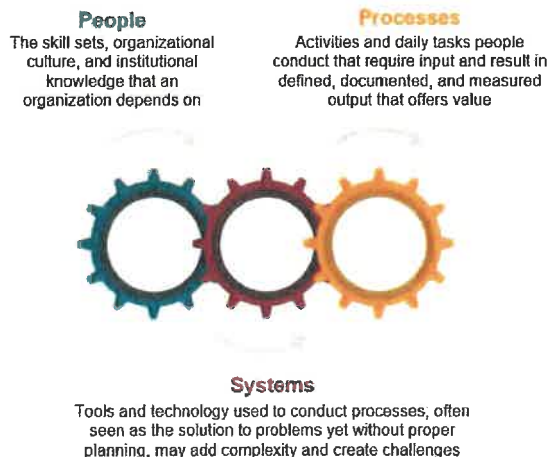
Our team regularly evaluates organizational and functional standards as part of our technology planning projects and provides recommendations to increase efficiencies, lower costs, strengthen compliance, standardize practices, and minimize potential risks. Our approach and recommendations are aligned with best practices as set forth by industry organizations considering the unique environment of state and municipal government operations.

BerryDunn offers an efficient and proven technology planning methodology designed to guide agencies toward achieving their future IT goals. To support this methodology, we use effective tools, such as a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis survey, to understand the current environment.

We recognize that strategic technology-planning initiatives can take many forms and result in many different planning documents and deliverables. As such, each of our strategic planning projects is customized to the outcomes the organization expects. Part of successful planning is factoring in three important areas as shown in Figure 2.

An effective IT strategic plan is a document that answers the questions “Where are we now?” and “What are we trying to achieve?” The plan also presents progressive, detailed strategies to answer the question, “How do we get there?”

Figure 2: Three Key Factors of Strategic Planning



Business Advisory and Support

Overview

BerryDunn provides agencies with the best approach to business integration and optimization through a business process and technology assessment of the current state and then recommendations for process redesign and reengineering in conjunction with system modernization initiatives to better align operations, programs, and services to strategic plans.

Our independent approach allows for unbiased analysis of agencies' business and technical processes, systems, and operations with no vendor influence. Our business analysis processes, tools, and templates have been refined based on years of experience and are supported by industry best practices from organizations such as the International Institute of Business Analysis and the Project Management Institute® (PMI®).

BerryDunn provides a range of business integration and optimization services, including but not limited to:

- Conducting feasibility studies, developing and analyzing business cases, and developing use cases
- Helping agencies define and operationalize IT services for agency clients using the Information Technology Infrastructure Library (ITIL) framework (see more details in the Services and Solutions section below)
- Documenting “as-is” (current) and “to-be” (future) business processes and identifying opportunities to strengthen processes to eliminate redundancy, increase productivity, and reduce cost
- Analyzing technical environments to identify redundancies and/or provide actionable recommendations for system integration
- Developing functional and technical requirements for new or replacement software that match the needs of the organization based on business process tasks
- Managing programs and project portfolios to gain efficiencies across the IT enterprise

Approach

Our business process mapping methodology draws upon philosophies and tools from Six Sigma and Lean, such as **defining the customer's voice and identifying waste**, and leverages elements of other business process improvement methodologies.

Business should drive processes and technology....

Our approach to business integration and optimization is to define business needs so that the right processes are adopted and the right technology is acquired to address these needs.

While it is fitting to keep up with the latest technology, acquiring it for the sake of having the latest version is a poor business objective.

in MS Visio maps and Word documents. We have also found that having our facilitator map processes the old-fashioned way—using sticky notes, rolls of white paper, tape, and markers—is a great way to engage staff in the discussion in an interactive manner.

Figure 4: Other Information Gathering Methods Feed Business Process Mapping



Project/Program/Portfolio Management Services

Overview

For more than 30 years, BerryDunn has provided agencies across the country from Vermont to Washington with comprehensive project, program, and portfolio management services. Whether we are managing an individual project, a group of related projects in a program, or providing centralized management of a portfolio to help an agency gain a strategic advantage, we can help define an agency's goals and carry them forward with project management tools and processes that advance a workable plan, manage and mitigate risks, and validate results. BerryDunn's project management experts help agencies in the following ways:

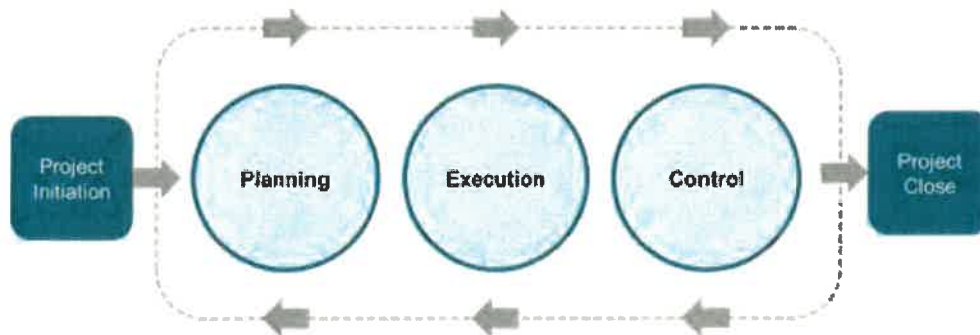
- Establish and implement PMO standards and governance (including tools, templates, and processes)
- Provide ongoing project monitoring and reporting
- Help align projects to strategic objectives and desired outcomes
- Build consensus among stakeholders
- Monitor and assess go-live readiness for system implementations

Approach

Our project, program, and portfolio management methodology employs proven processes, tools, and techniques based on the PMI® and Project Management Body of Knowledge® (PMBOK®), Version 6. Figure 5 below illustrates the phases of the Project Management Lifecycle, and the paragraphs that follow briefly describe BerryDunn's approach to each phase.

Figure 5: Project Management Lifecycle.

The project management lifecycle provides a framework for managing any type of project



Initiation: Establishing Project Structure – BerryDunn's team creates the initial planning deliverables required by the project. A project work plan specifies the tasks and subtasks performed over the course of the project (and when they will be performed). A project management plan that defines how the project will be carried out and includes the scope, goals, budget, deliverables, high-level timeline, and several subsidiary management plans such as

Implementation Oversight

Overview

BerryDunn's independent consultants have both the breadth of project experience and the depth of technical expertise necessary to objectively assess and understand your organization's system implementation challenges—and to help you remove potential risks. Our approach focuses on problem prevention by identifying problems early, and employing proven strategies to manage risk. We assess project practice and work products to help ensure that implemented systems meet defined specifications—and perform.

Our deep, experienced bench brings vital, industry-specific subject matter expertise to each engagement, with the PMI®, Prosci®, Cybersecurity and Infrastructure Security Agency, CPA, and other technical credentials necessary to help ensure your project's success. The BerryDunn team provides practical recommendations, supported by knowledge sharing that forestalls potential problems and avoids adverse impacts. We also produce timely reports to provide you with relevant information based on objective data, all aimed at informing difficult, complex decisions while avoiding errors and helping to ensure stakeholder confidence and trust.

Approach

Our project oversight approach assumes that the agency will provide a full-time project manager. In our role, BerryDunn will work closely with the agency's project manager to identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and assist with oversight of implementation activities.

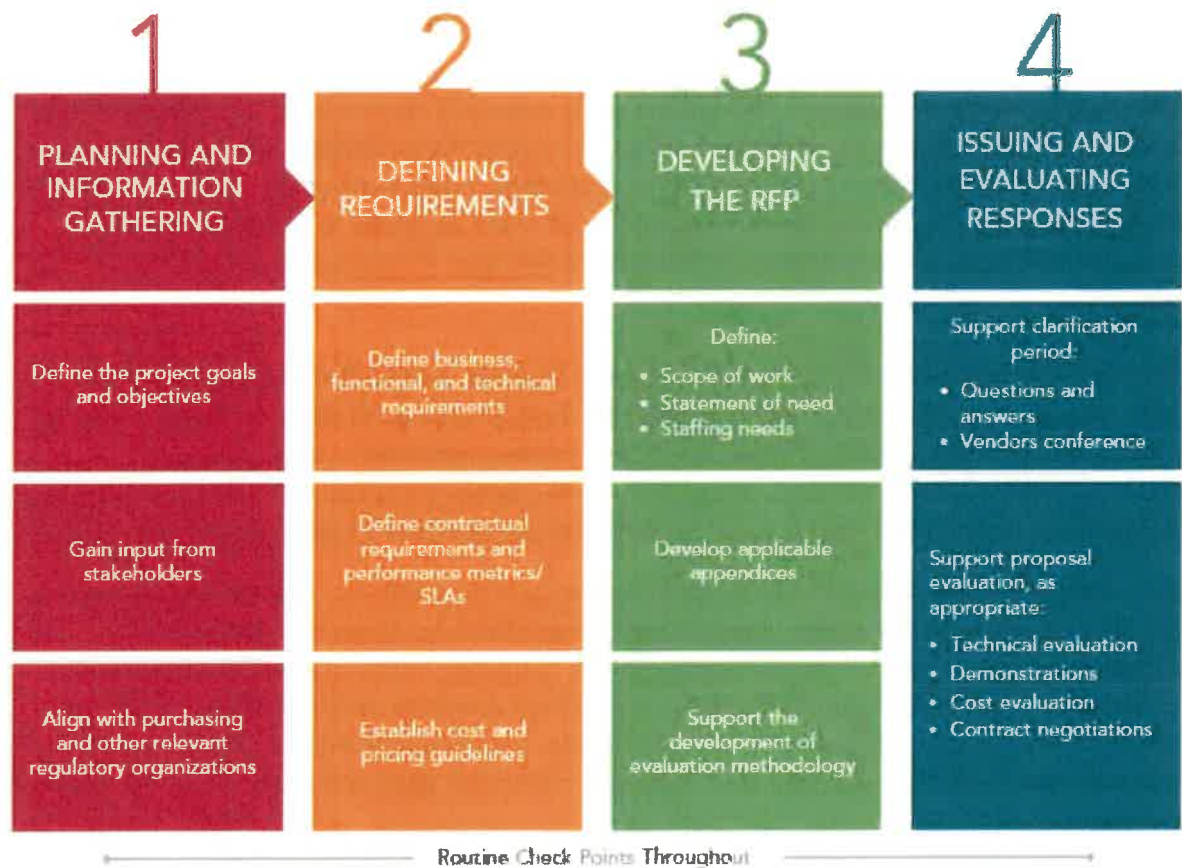
Oversight activities can include, but not be limited to:

- Weekly project team meetings and monitoring activities
- Project Kickoff
- Review of Implementation Vendor Deliverables
- Configuration Analysis Assistance
- User Acceptance Testing (UAT) oversight
- Training oversight
- Go-Live Readiness Assessment
- Go-Live Oversight
- As-needed Assistance and Task Management

to keep agencies' business goals in mind while acquiring solutions so that the procurement meets the project's strategic needs now and in the future.

BerryDunn offers a proven methodology for leading government agencies and other public organizations through needs assessment, requirements gathering, RFP development, and procurement. Figure 6 is an example of our procurement methodology resulting in the formation of an RFP, evaluation, and contract negotiation.

Figure 6: BerryDunn's Procurement Methodology



Program and System Assessments

Overview

We bring an impartial, objective, and cohesive methodology for gathering information from agencies' stakeholders and performing all assessment activities. Our methodology combines engaging a broad group of stakeholders in information-gathering and iterative discussion with our team's independent review, research, and knowledge of the federal and state landscape and industry trends and best practices.

Approach

Before engaging in activities with stakeholders, our team will request and perform reviews of relevant project background information to have a foundation—and are prepared—for all meetings, making the meetings as effective and efficient as possible. In our planning, on-site, and follow-up work, we will conduct the activities illustrated at right.

Throughout all project phases, we will work collaboratively with key stakeholders to understand their perspectives and needs and seek alignment for a unified vision and plan for the future. Determining **whom** we need to work with and **how** we need to work with them on this project is critically important for project success. For this reason, our methodology includes holding an initial planning meeting with the agency immediately after the project start to help ensure we have a clear understanding of the stakeholders who need to be involved in the project, the project phases they should be involved in, and the methods of outreach and information gathering that will engage them.



Before engaging stakeholders, we will help ensure that the agency has agreed to the communication plan; we recommend sending an initial message to stakeholders informing them of the project and BerryDunn's involvement. We expect that discussion about stakeholder involvement will be iterative and ongoing, so the topic will be revisited with the agency as needed, with a flexible approach to accommodate changes as activities progress.

As previously described, our methodology for performing information-gathering includes using the right method for the right audience to get the right type of information. We will use a web survey tool, such as SurveyMonkey, to collect stakeholder input—an approach we have used successfully to gather feedback from a broad group of stakeholders in a confidential manner related to topics such as health information technology priorities, needs, barriers, and successes.

Risk Analysis and Management

Overview

Our teams focus on identifying enterprise risks—including business/programmatic, operational, technical, schedule, and organizational risks—before they become issues. We will work hand-in-hand with agencies by providing recommendations on ways to mitigate threats and realize opportunities. The following definitions will be used during the management of risks and issues:

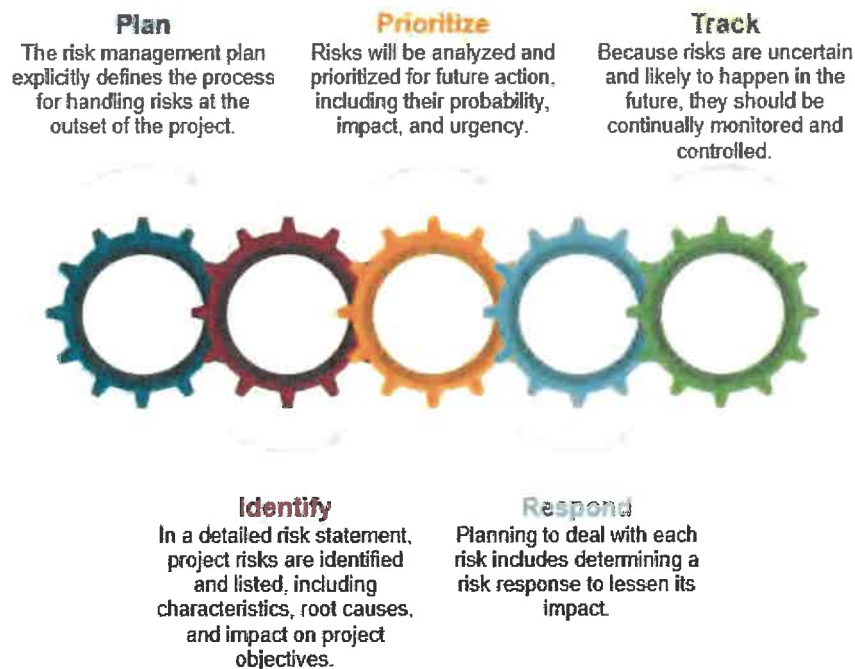
Risk: An uncertain event or condition that, if it occurs, might cause the project to be unsuccessful or less than successful in meeting objectives. Risks are events or conditions that have not yet occurred but might occur in the future. For example, the availability of project resources is often identified as a project risk. The risk's impact might be positive or negative. A risk can be accepted, deferred, or mitigated.

Issue: An issue is an event or condition that has already occurred and requires immediate action to minimize a negative effect on a project objective. Risks might evolve into issues if not properly addressed. If left unresolved, an issue will negatively impact the project scope, schedule, budget, or quality.

Approach

Risk management is an ongoing activity that begins at the outset of a project and occurs throughout its life cycle. BerryDunn leverages the PMI®'s PMBOK® Project Risk Management framework for the management and control of risks and issues. Figure 7 presents the key elements of this framework.

Figure 7: Key Elements of PMI® PMBOK® Project Risk Management Framework



Organizational Change Management

Overview

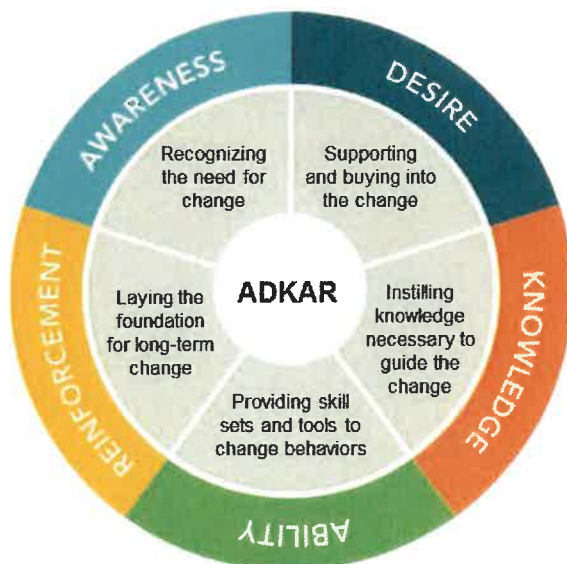
Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of new systems. If stakeholders are willing and prepared to adopt new processes and tools, they can be instrumental in the new system's success. To be willing and prepared, they need to understand how this change will specifically benefit them, such as having more information to complete their day-to-day tasks with enhanced interoperability. They also need opportunities to provide feedback and receive training. BerryDunn's OCM approach—based on our work supporting six states with organizational change, including Arizona, Hawai'i, New Mexico, Vermont, Washington, and West Virginia—supports the people-oriented side of technological transformation.

Approach

Nearly 50% of BerryDunn's Medicaid consulting staff are Prosci® Certified Change Practitioners (CCPs), and our internal Change Management Community of Practice reinforces OCM concepts and encourages sharing experiences, tools, templates, and best practices across projects. Through this combination of formal education and ongoing community, we help ensure our teams have the skills and expertise needed to successfully align our work with the Prosci® OCM approach, including, but not limited to, the awareness, desire, knowledge, ability, reinforcement (ADKAR) change management framework illustrated in Figure 8 below.

Figure 8: ADKAR Change Management Framework

ADKAR defines the five tangible and concrete outcomes that stakeholders need to achieve lasting change: Awareness, Desire, Knowledge, Ability, and Reinforcement.



As described by the ADKAR framework, we understand it is not reasonable to expect stakeholders to **implement** and **reinforce** long-term change if they are not **aware** of the change, **support** the change, and **trained** in preparation for the change. These steps take time,

Business Process Improvement

Overview

Business process improvement, also referred to as business process analysis or business process redesign, analyzes and assesses the current state, and defines solutions for process improvement within an organization or entity in alignment with the organizational goals or strategic vision. Many organizations undergo business process improvement to streamline processes, improve workflow, identify and remove bottlenecks or inefficiencies, and align staff with functional areas.

While business process analysis can be a standalone service to improve processes (i.e., make them more efficient, effective, streamlined, accurate), it can also be incorporated with other services (e.g., requirements definition, RFP development, and system selection) to assist agencies and potential vendors in gaining an understanding of the current environment (“as-is”) and the desired future state (“to-be”).

Approach

We have developed a methodology for business process improvement that draws upon philosophies and tools from Six Sigma and Lean, such as defining the customer's voice and identifying waste, but that also leverages elements of other business process improvement methodologies. Our focus on business process improvement will include ongoing, continual assessment of project processes and discrete, focused process improvement activities, including facilitating lessons learned meetings and process mapping sessions.

The philosophy that guides our approach is when “things go wrong,” more often than not, the underlying processes and systems are at fault, not the people. As a result, our process improvement activities are focused on understanding the challenges in existing processes and their underlying causes, and developing solutions to eliminate or mitigate those causes. If staff performance issues are identified, they are handled through coaching, training, and escalation to supervisors as needed and appropriate.

The components of our process improvement approach are as follows:

- Process Mapping and Root Cause Analysis
 - Facilitating as-is process mapping sessions
 - Performing root cause analyses
 - Performing to-be process mapping
 - Identifying improvements to implement
- Lessons Learned Facilitation
 - Determining project management areas to assess
 - Preparing participants for involvement
 - Facilitating to-be process mapping sessions and developing action plans to address changes identified

Business Process Reengineering

Overview

Business process reengineering (BPR) takes the steps from business process improvement a step further by developing solutions to mitigate or eliminate current organizational challenges. We have developed an effective and proven approach for conducting BPR initiatives that integrate best practices and industry standards from three key disciplines: process improvement, project management, and organizational change management (OCM). In our experience, a focus on process improvement/redesign alone does not lead to meaningful and sustainable improvements; not only must processes be redesigned, but also the organizational culture must reinforce—and stakeholders must fully support—the changes.

Approach

The following tasks (which might overlap, depending on the project) highlight our approach to gathering the information needed to complete BPR initiatives.

Plan for information-gathering activities. Our approach includes holding a project kickoff meeting with the core project team immediately after the project start to help ensure we have a clear understanding of the stakeholders who need to be involved in the project, the project tasks they should be involved in, and the methods of outreach and information gathering that will engage them.

Review background documents, policies, and best practices research. Before engaging in activities with stakeholders, our team requests and reviews relevant project background documents to have a foundation and are prepared for all meetings.

Issue web survey. We use a web survey tool, such as SurveyMonkey, to collect stakeholder input to gather feedback from a broad group of stakeholders in a confidential manner.

Facilitate fact-findings sessions and targeted interviews and meetings, and perform direct observation of workflows. These sessions are geared toward gathering information about the current environment's challenges and opportunities and staff members' ideas for an improved future environment.

Facilitate focus groups. We perform this task on projects where it is critical to hear the voice of external stakeholders. In these sessions, we ask for stakeholders' perspectives on strengths and challenges in the current environment, opportunities for improvement, and recommendations for the desired future state. In addition to hearing their voices, these sessions provide an opportunity to share the agency's vision and goals and begin to build buy-in from important external stakeholders.

Perform process mapping. We employ a four-step approach for facilitating process-mapping activities: Identify the specific processes that will be reviewed; prepare by developing and delivering communications to process-mapping participants in advance of the sessions; facilitate sessions to map the current-state processes and gather associated details; and validate information captured and close gaps, allowing for thorough and accurate development of the process-mapping document.

Tax Consulting and Compliance

Overview

Compliance with relevant tax laws can be challenging, especially in the current, ever-changing legislative landscape. Our tax advisors stay ahead of the curve on regulatory rulings and changes on a federal, state and local basis, as well as internationally. This proactive approach not only helps agencies address or avoid exposure, but it also gives our team the tools to identify cost-saving opportunities.

Our tax professionals specialize in serving not-for-profit agencies, providing annual technical updates, and helping them deliver consistent and accurate Form 990 and 990-T returns and related federal and state filings. We let agencies know about relevant changes to the forms and requirements as they occur, so there are no surprises at filing time, and we are available throughout the year to respond to questions. In addition to preparing tax returns, our team provides consulting services in Unrelated Business Income (UBI) Tax, multi-entity planning, IRS mock audits, and 501(r) compliance.

Beyond tax compliance work, our dedicated not-for-profit tax team is actively involved in educating agencies to better understand not-for-profit tax compliance risks and reporting requirements, through presentations to boards, at our annual seminars, and various speaking engagements.

Approach

Our tax team provides easy-to-use templates to gather the information they will need to execute an efficient and accurate engagement to achieve agency goals. Once the relevant data is received, we test the calculations for accuracy and analyze the information provided in order to identify potential issues or areas of opportunity related to UBI, compensation reporting, and any other areas of relevance. We work with management to establish a timeline of deliverables to help ensure we meet internal and external deadlines and provide timely service.

For consulting-only engagements that do not include the preparation of Forms 990 and 990-T or related filings, we first understand the agency's goals and then work with the agency team to determine the best path to provide actionable feedback and tangible solutions in a timely manner.

Software Asset Management

Overview

BerryDunn uses comprehensive analysis to help determine viable solutions for business and technology investments and an estimated return on investment (ROI) when considering potential solutions. Our team helps ensure that large system modernization projects are good financial, business, and technical decisions, and aligned with the organizational business goals.

A key differentiator we bring to our client work is our **independence from the vendor community**. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors.

Further, we do not have any preferred vendors, and you will not find our name listed as partners, affiliates, or sponsors of any software. This allows us to provide **independent advisory and implementation services** and means you can be assured that BerryDunn's team will only work **in the agencies' best interests at all times**.

Approach

Our approach to software asset management includes assessments and analyses as described below.

- **Acquisition Cost Assessments**

Acquisition Cost Assessments examine the cost components associated with acquisitions such as hardware, software, implementation services, system integration, professional services, and any other costs as identified in the review. We use known procurement research tools and the experience of our team to compare against comparable solution initiatives.

- **Cost Analysis and Model for Benefit Analysis**

BerryDunn performs an analysis that depicts the expected costs and benefits of the solution to the agency. We include in our analysis any tangible or intangible benefits or disadvantages we discover during the course of the review. The information gathered during the development of the Acquisition Cost Assessment will also be used during this analysis.

- **Impact Analysis of Department Net Operating Costs**

To assess the impact of the initiative on the implementing agency, our team provides an assessment of the project's influence on staffing and expenses.

5. **Continual Service Improvement (CSI): *Ongoing service management***

Includes learning through all the life cycle elements to improve the effectiveness and efficiency of IT processes and services through services review, process evaluation, and defining and monitoring initiatives.

Figure 9: ITIL Methodology



The Service Asset and Configuration Management process is defined within the Service Transition stage. The primary purpose of this process is to help ensure the assets (including IT applications) required to deliver service to the agencies are properly controlled, and accurate and reliable information about those assets is available when needed. ITIL recommends the following good practices related to Service Asset and Configuration Management:

- Identify and record current and critical assets
- Manage the asset life cycle and optimize asset costs
- Manage licenses (for off-the-shelf applications)
- Establish and maintain a configuration model for the assets; including change management

Method of Evaluating Internal Accounting Controls

Our review procedures' internal control phase includes documenting the agency's internal control processes and other procedures as necessary. After the procedures are documented, we will perform "walkthroughs" of appreciable systems to help ensure they function as intended. We will make inquiries about the existence of specific internal controls and segregation of duties. We will also observe and, when appropriate, sample the internal control procedures (e.g., approvals, reviews) we intend to rely on in significant areas, including federal compliance. These tests are often completed concurrently with substantive audit procedures to minimize the impact on agency staff. Results and related recommendations will be discussed with appropriate members of the agency's management team and considered for inclusion in the report.

Approach to Sampling

The sampling methodologies utilized by BerryDunn are those integrated into our risk-based review approach and are in accordance with the Generally Accepted Government Auditing Standards (GAGAS) guidelines, Single Audit (formerly known as OMB Circular A-133), and the related compliance supplement. The AICPA has published several reference materials that we utilize during our reviews for guidance on sampling, including:

- Audit Guide – Audit Sampling
- Audit Guide – Government Auditing Standards
- Circular A-133 Audits, Chapter 11 – Audit Sampling Considerations

Where possible, a single sample of transactions will be used for both internal control and compliance testing. This dual-purpose testing results in review efficiencies. Sample sizes for substantive tests of compliance will be reduced if testing of internal control over compliance supports a low-assessed level of control risk.

Service Digitization Assessment and Consulting Services

Overview

BerryDunn understands the challenges related to legacy systems and their associated manual processes, and the budget constraints faced in agencies. Agencies need help turning their manual services into digital experiences for their internal and external customers. For example, our team has provided enterprise content management (ECM) consulting services to agencies to help them reduce workloads and increase efficiency by automating data entry with the use of document imaging, optical character recognition (OCR), automation of paper-based forms, and automated data entry into electronic forms.

BerryDunn's team helps agencies **decrease their workload on staff, increasing the efficiency of their processes and improving customer service** by planning for and implementing integrated ECM solutions critical to managing paper, responding to inquiries, and improving of processing time.

Approach

BerryDunn has experience providing states with business analysis, business process reengineering, requirements definition, costing analysis, and QA related to implementing systems and digital processes that streamline document management. This includes increasing information access due to enterprise-level availability of paper-based documents through document indexing, electronic forms, automated and traceable workflow, and secure document-sharing capabilities, including offline and multi-user simultaneous access.

BerryDunn has worked for the West Virginia Department of Health and Human Resources (DHHR) and their selected ECM vendor to provide project management support for DHHR's ECM solution implementation. Our role included providing oversight, facilitating project activities and meetings, capturing and reporting decisions, issues, risks, and assumptions to the project steering committee and project stakeholders; and serving as the single point of contact for internal project communication between the State and the ECM vendor.

BerryDunn's additional responsibilities for this project include collaboration with the ECM vendor on developing and executing the quality management plan, risk and issue management plan, and communication plan.

Data Strategy and Transformation

Overview

BerryDunn provides data management and analytics services to agencies to help them define and implement data management strategies for their Medicaid enterprises; to characterize the data types to be managed across their Medicaid enterprises; to plan for data maturity and evolution; and to identify opportunities to improve current data management efforts. BerryDunn has also implemented data governance programs to strengthen policies and procedures focused on data quality, risk in data privacy and security, financial sustainability for government programs, and data release to support research.

Approach

With regards to projects related to creating data management tools and warehouses, the following is a general approach:

- **Planning:** Our team would meet with project sponsors and any other stakeholders. This meeting aims to clarify goals and objectives; confirm or discuss the planning project scope, approach, and schedule; identify known constraints; and review and adjust the list of proposed tasks.
- **Conduct a system census:** We will review and document the “as is” environment, including identifying its current “pain points.”
- **Gather requirements:** Working with agency staff and stakeholders, we will gather the requirements for a new environment. We are more concerned with abstracting user requirements to capture the needed fact and dimension data domains in our approach.
- **Determine scope:** Settle on and document a preliminary scope of data sources to be addressed, with their relative priorities.
- **Research solutions:** With agency staff, BerryDunn will research and document options for the general approach, technology architecture, and needed organizational support—and identify pros, cons, and costs, including viable migration paths.
- **Recommendations:** With the agency, discuss and recommend a path forward.

Organizational Design

Overview

Organizational design or organizational development (OD) is a planned and systemic approach to improving an organization's effectiveness by aligning its strategy, individuals, and processes. We build the strength in the organization to sustain improvement and withstand market and regulatory changes. At its core, OD is about optimizing the performance of the organization and its people. OD comprises a suite of services: process improvement; performance and quality management; organizational analysis and diagnosis, stakeholder engagement and facilitation; strategic planning; change management; organizational design and structure; supporting human resource program and metrics; team development, job skills development; executive coaching; and leader development. These services can be categorized into the following areas: operational improvement; determining direction; structural design; and talent development.

Approach

We will use the agency's mission and goals as guide throughout the project. Our approach to OD contains five stages to develop the organization:

Stage 1 – Alignment: The alignment tasks include building a project plan and customizing the approach; conducting a leader work session on alignment and planning; developing a change management plan, including a stakeholder communication plan; facilitating a training workshop; and providing project management.

Stage 2 – Analysis: Analysis includes performing organizational analysis, including conducting a change readiness assessment and an organizational health and effectiveness assessment; creating an impact analysis; and communicating a findings and recommendations report (FARR) to the agency leadership team.

Stage 3 – Strategic Visioning: Strategic visioning includes holding a leader work session on visioning, organizational transformation; meeting with the agency leadership team to identify conclusions and strategic priorities based on the FARR; and holding staff engagement and training sessions.

Stage 4 – Development: Development includes meeting with the agency leadership team; identifying leadership coaching pairings, holding leader training, performing staff development teamwork; and building the team for project goals.

Stage 5 – Roadmap: A Roadmap includes creating a 5 – 10 year roadmap, which includes priorities; structure and resources for strategic goal alignment, development of strategy for staff and leaders; suggested improvements to accessibility, communications, and services; system requirements; strategic alliances, and evaluation of project progress and impact.

Through all five stages, we help ensure: stakeholder engagement, equity lens, leadership coaching, and facilitated consensus.

10. Strategic Leadership

The BerryDunn program is highly customizable and can include staff surveys, reading materials, application assignments, concurrent coaching, pre/post-session surveys, and a modified approach to align with organizational goals and participant readiness. Our team works with organizational leaders to create a custom-fit program that develops skills, aligns goals, shifts attitudes, and prepares participants to apply tools and shifts in expectations. We can select the best combination of modules to achieve these objectives. We can schedule all of our training modules into four-hour blocks of time. These can be organized into eight-hour sessions in a retreat format or four-hour sessions in a classroom format.

Customized Training

Overview

BerryDunn has been developing and delivering customized training to agencies across the country for nearly 20 years. Our experienced trainers focus on four key areas:

1. Training needs assessment
2. Development and delivery of leadership and management training
3. Development and delivery of topic-specific training
4. Review and improvement of training and development programs

Our team does not give the same training twice. While we have a core set of training curricula and a consistent training development and implementation methodology, we do not believe “canned” approaches work to educate individuals and effect change in an organization. For each of our engagements, we build in time to customize course content and collaborate with agencies to create a training experience that best meets each agency’s specific goals and objectives.

Approach

Our training approach can be leveraged by any size organization or project with our customizable methods and tools that we tailor to meet agency needs, supported by the professional framework of expertise in the area of organizational improvement and training. Below, we provided an overview of our five-step approach to conducting training engagements.

1. **Assess educational requirements.** It is important to meet with leaders to understand organizational goals and related training objectives. This task is the foundational step in customizing a curriculum to meet the agency’s unique needs before customizing the curriculum and preparing training materials.
2. **Develop the project management plan.** The project management plan documents the training goals, curriculum outline, timeline for delivering and evaluating the training, and communication about the training that leadership provides.
3. **Develop and customize materials.** Our team customizes the training materials and instructor guides based on both the project management plan and assessment in step 1.
4. **Develop a training evaluation approach.** We use multiple evaluation methods to understand what needs improvement and instill a culture that encourages training improvement.
5. **Evaluate training.** We evaluate the training by executing the evaluation approach developed in Step 4. We also use real-time feedback from participants during the course to modify the content or design to help ensure the instruction connects with students and responds to their needs.

We can bring to an agency extensive experience providing customized training to help it achieve its organizational and project objectives.

Tab 8 – Value Added Products and Services

BerryDunn is experienced in a wide range of consulting services that we think will enhance and add value to the NCPA contract. Reference the sections below for an overview and approach to these valuable services.

APDs

Overview

APDs are the cornerstone by which state HHS agencies—and more specifically, State Medicaid Agencies (SMAs)—obtain FFP for their state HHS enterprise. For years, the BerryDunn team has been immersed side-by-side with state agencies and federal partners supporting the development of APDs, managing each APD's budget, and finding efficiencies by which state agencies can obtain FFP in support of their enterprise. This state, federal, and vendor partnership has combined the tools, artifacts, templates, and experience required to minimize the amount of time necessary to develop and manage APDs. Furthermore, by working side-by-side with agencies and federal partners, over time we have developed an APD toolkit—complete with tools such as an APD tracker, APD templates, and state/federal guidance to help agencies navigate the complex environment of APDs.

Approach

APD Inventory: BerryDunn will work with an agency to identify existing APDs across their enterprise, including gathering information related to the APDs, such as the start and end dates, the approved funding amounts (both state and federal shares), the next date for renewal, status, additional initiatives that might require an APD, and any other additional data deemed appropriate for APD tracking. All of this information is housed within the developed APD tracker that BerryDunn provides as part of our APD support services.

APD Processes and Procedures: In addition to assisting the agency in setting up and maintaining its APD tracker, BerryDunn will assist the agency define or enhance existing APD processes and procedures. This support will be customized to the agency's needs and may include developing APD process flows, APD templates, and accompanying written APD procedures. The process flows and procedures provide guidance to agency staff, including writing the APDs, communicating with the federal partners, submitting APDs, and communicating with the agency financial teams to track APD funding.

APD Toolkit and Guidance: Over the past several years, federal partners have released tremendous amounts of state and federal guidance that is key to the development and management of APDs. BerryDunn's team of experts have spent years gathering, analyzing, and applying state and federal guidance to help agencies to be successful. As an output from this experience, the BerryDunn team has created a tailorable suite of proven tools, templates, and guidance to assist and support the agency at every stage of the APD development and management process. The toolkit—complete with items such as an APD tracker, APD Update templates, State Medicaid Director (SMD) letters, and Code of Federal Regulation (CFR) guidance—is key to creating and managing APDs in-line with state and federal guidance. The APD Toolkit also contains helpful tips, definitions, and approval requirements based on our many years of APD experience.

- **Complete the MITA SS-A Report** – During this task, our trusted, knowledgeable team will review all of the research and documentation collected during the previous tasks and will draft an updated MITA SS-A report.
- **Perform Validation** – The final task will encompass both the agency business area and process owners reviewing and validating the information within the MITA SS-A report. Upon completion of the review, the report will become final, and the Agency can submit it to CMS for acceptance.

We will help agencies develop, update, and maintain the MITA SS-A based on their own needs, while still following the CMS MITA framework. If there are areas a state wants to focus on that are not included in the standard MITA framework, CMS is open to letting the agency customize the SS-A to gain the most value out of it.

- **Step 2 – Review:** Our project team will review and observe program and project documentation, processes, procedures, and practices to uncover potential underlying issues and obstacles. We will maintain regular engagement with team members and stakeholders to build relationships, trust, and credibility.
- **Step 3 – Assess:** Using the information gathered throughout our review of project meetings, processes, procedures, and deliverables, our team will synthesize observations, findings, and recommendations into a clear and concise process and document review reports.
- **Step 4 – Report:** BerryDunn produces a range of agency reports—from weekly IV&V status updates and IV&V risk and issue assessments to monthly or quarterly executive briefings. We will also send the IV&V reports to the required federal agencies—such as the Food and Nutrition Service (FNS), the Administration for Children and Families (ACF), and CMS—for projects receiving funding from these agencies.

QA and Testing Support Services

Overview

A core tenet of our QA and testing methodology is that many software defects and project challenges can be avoided by using industry best practices and conscious third-party assistance—in other words, **prevention versus detection**. We review and assess the quality of project management (agency organization and vendor) and project outputs (artifacts and deliverables) throughout the software development life cycle (SDLC).

This concept builds on the premise that it is typically more cost and time effective to *prevent* problems than *correct* them once they have been adopted into the processes of the project or implemented as part of the software product. The later a defect is found, the more expensive it is to correct it and the greater its impact.

Approach

Below we have listed the key areas of focus of our QA and testing methodology.

- **Project Management and Governance.** We look for efficient and effective decision-making from agency leadership, clear lines of authority and accountability between the agency and vendor and within the project teams, and adherence to agreed-upon project management processes—such as schedule and scope management—to help keep the project on track.
- **Compliance.** BerryDunn recognizes the importance of planning for system compliance from the outset of the project and proactively monitoring compliance throughout the implementation. Our team keeps compliance a priority throughout the life of the project.
- **Deliverable Review.** BerryDunn uses internally developed deliverable review checklists to help ensure that deliverables align with the most recent contract, state and federal regulations and guidance, and industry standards and best practices. Our reviews result in a recommendation to accept or reject a deliverable, supported by the findings contained in a deliverable review comment log. The presence of one or more critical comments might result in a recommended deliverable rejection. If the deliverable review team recommends returning a deliverable, the content in the deliverable review comment log will allow the review team to report on the specific expectations that were not met.
- **End-User Needs.** End-user business needs, NOT technology, should drive the system. We help to ensure that the business needs are clearly articulated and understood by the system vendor. We encourage agency participation in the review of test cases, and results to validate the technology and outputs align with user expectations.
- **Testing:** Because testing comes later in projects, the phase is often cut short when the schedule is the driver. BerryDunn's QA approach emphasizes test planning early in the project; comprehensive life cycle testing, including UAT; and the use of SMEs and users in review and execution of test cases to identify defects as early in the project as

MLC

Overview

The Medicaid Institute, LLC's MLC, a subsidiary of BerryDunn, offers extensive eLearning training experience and expertise. The MLC has provided eLearning training on various topics, ranging from the basics of Medicaid to healthcare reform to agencies across the country—such as the Michigan Department of Community Health Provider Relations Department, the Department of Vermont Health Access, and the West Virginia BMS. For example, the MLC collaborated with West Virginia BMS to develop customized eLearning training for BMS staff on the International Coding of Diseases (ICD)-10 codes. The MLC can bring the knowledge, national perspective, and lessons learned to successfully support any eLearning training initiatives that an agency might have.

Approach

We understand that each agency has different needs when it comes to Medicaid training for its staff, and the MLC will collaborate with the agency to develop an eLearning and training approach customized to meet the agency's organizational needs. Once the agency's training needs are understood, the MLC will typically utilize a three-phase approach to support project success:

1. **Phase 1 – Planning.** The planning phase activities include a project kickoff meeting and the creation and approval of the project work plan. After the initial meeting, MLC will deliver an outline of the project work plan for review and comments to the agency. The project work plan will include a list of milestones, deliverables, due dates, and assigned participants; a meeting schedule, and comments/review timeline requirements. The purpose of this section is to help ensure that all project participants have a clear understanding of the timelines for each deliverable and milestone.
2. **Phase 2 – Implementation.** During the Implementation phase, the MLC will provide the training and eLearning outlined in the project work plan developed during the Planning phase.
3. **Phase 3 – Reporting.** During the Reporting phase, the MLC will create a written report that provides an evaluation and assessment of student acceptance and retention in the eLearning training provided in Phase 2. The MLC will work with the agency to help ensure that all training and eLearning objectives were achieved during the project.

Whether the agency chooses to address its Medicaid training needs with the MLC's standard courseware or work collaboratively with the MLC to build customized modules for the agency's organization, the MLC's staff brings a depth and breadth of subject matter expertise and positive leadership to every engagement.

technology that has been deployed to protect and secure ePHI and make recommendations for additional technology, as needed, to further protect the confidentiality, integrity, and availability of ePHI.

- **Train** – We will assess the effectiveness of the current HIPAA training capabilities, identify opportunities to improve the current training program, identify an updated training curriculum, develop a HIPAA training needs analysis, and develop and conduct HIPAA-related training.

Healthcare Policy and Economics

Overview

BerryDunn's healthcare policy and economics team provide the insights to government agencies, healthcare policy research groups, and other organizations that need to improve healthcare accessibility and affordability. We have the expertise to inform decisions related to healthcare payment reform and cost transparency, the effect of government mandates on population health and insurance costs, and market competition. We also have a comprehensive understanding of economic and quality issues in behavioral healthcare—including substance abuse disorder treatment—and of mental health coverage parity.

Approach

We tailor our support to each engagement and can help agencies by integrating:

- Statutory and regulatory analysis
- A thorough understanding of the institutional context of public healthcare programs and industry trends
- Clinical knowledge and sensitivity to the relevance of clinical judgment to the challenges at hand
- Economic and actuarial expertise
- Data management and statistical expertise, including analysis of the detailed insurance claim and other data
- Advice on interpreting policy and setting strategy for addressing healthcare finance and economics in policy forums, including legislative/regulatory proceedings

Tab 9 – Required Documents

We have included these signed documents in the following pages. We have read and agree to the remainder of the required documents that do not have a signature page.

- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Nicole J. Bernal

Date 11/19/2020

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

THE CITY OF ZEPHYRHILLS, FLORIDA

EXHIBIT B – UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

(Consultant to attach list of Unit Labor Rates to include "Title" and "Rate")

EXHIBIT C – CONSULTANT REIMBURSABLE EXPENSE GUIDELINES

A not-to-exceed lump sum dollar amount shall be determined during the negotiation period for the purposes hereof, the term “reimbursable expenses” shall be deemed to include the following:

1. All necessary fees paid by Consultant to governmental authorities, having jurisdiction over any Project specified in a Task Assignment (Exhibit D), for securing required approval of the Project or any part of it.
2. Travel expenses incurred or paid by the Consultant for necessary travel by any principal or employee of Consultant outside of Pasco, Hillsborough, or Pinellas County, Florida, in connection with the performance of the Scope of Services. No Travel or wages will be allowed from the Consultant’s office to the project site or City offices unless authorized in advance by the CITY. For the purpose of this Agreement the Consultant, including subconsultants, agents, representatives, and employees, shall be deemed to be limited to the same extent as a CITY employee, by the affirmations, laws, and regulations that govern eligibility for travel reimbursement and amount of reimbursement.
3. The direct reasonable cost to Consultant for copying, reproduction of plans and other documents required in connect with any Project specified in the Task Assignment except as provided in paragraph 10 of the Contract.
4. Consultant shall obtain the prior approval of CITY before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by Consultant will be deemed to be reimbursable expense.
5. Consultant shall bear and pall all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by Consultant in the performance of the Services.
6. Prior to authorizing Consultant to provide any Services or to incur any reimbursable expenses under a Task Assignment pursuant to this Agreement, CITY shall request that Consultant in writing advise CITY of (i) the estimated time of Consultant’s personnel and the estimated fees thereof for the proposed services to be specified in the Task Assignment; and (ii) the estimated charge to CITY for the reimbursable expenses applicable to the contemplated Services to be performed by Consultant under the proposed Task Assignment. Consultant shall promptly supply such estimate to CITY based on Consultant’s good faith analysis.

EXHIBIT D – TASK ASSIGNMENT

1. PURPOSE

This is a Task Assignment to the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT dated _____ between THE CITY OF ZEPHYRHILLS, Florida and Berry Dunn McNeil & parker, LLC (consultant) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT to provide consulting services when as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the services described herein, shall not exceed _____ DOLLARS (\$0.00), which includes an allotment of _____ DOLLARS (\$0.00) for reimbursable expenses, for a total not-to-exceed fee of _____ DOLLARS (\$0.00). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDADR OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness and suitability for the purpose intended.

4. PROCESS

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

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

Attachment 1 – Scope of Services

Attachment 2 – Project Schedule

Attachment 3 – Consultant' Project Team Members

Attachment 4 –Total Cost for Services

Attachment 5 – Truth in Negotiation Certificate (as required per Florida Statutes)

All attachments to this Exhibit D are required for a complete Task Assignment to the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT.

ATTACHMENT 1 – SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, CITY and Consultant agree, by signature, to the details negotiated in this Task Assignment.

(Consultant shall provide a complete and detailed written scope of services for the project.)

ATTACHMENT 2 – PROJECT SCHEDULE

This Task Assignment shall commence upon receipt of a purchase order issued by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for default.

CITY's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Substantial Completion for the Work established by this Task Assignment shall be on or before XX/XX/XXXX. Accordingly, the contract period for the Work is established as XX calendar days from the receipt of a purchase order issued by the CITY.

ATTACHMENT 3 – CONSULTANT’S PROJECT TEAM MEMBERS

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

(Consultant to attached list of project team members for this project)

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit D, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit B to the BUSINESS AND IT CONSULTING AND ADVOSRY SERVICES CONTRACT.

(Consultant to attach proposal)

ATTACHMENT 5 – TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unity costs supporting the compensation under the BUSINESS AND IT CONSULTING AND ADVISORY SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and Berry Dunn McNeil & Parker, LLC dated _____ are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20_____.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, personally appeared _____
[*name of affiant and title*] of Berry Dunn McNeil & Parker, LLC who after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____,
20_____ by _____ [*name of affiant*]. He/she is personally
known to me or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type of Print Name

COMMISSION SEAL/NUMBER:

PLANNING DIRECTOR'S REPORT 5.1

LDC AMENDMENT Section 7.09.16, Mini-Warehousing & Storage Units

Amendment to the Land Development Code, Section 7.09.16 pertaining to supplemental standards for Mini-Warehouse and Self-Storage uses.

Issue:

Land Development Code Text Amendment - Indoor Storage Facilities.

Background:

A. History | Application Summary

The City Planning Department is initiating a proposed text amendment to the City's Land Development Code (Section 7.09.16 - Mini-warehousing & Storage Units). The current text is outdated and refers to the older mini-warehouses that were common for the past couple decades, metal construction, and only one story. The market and overall look for indoor storage facilities has changed dramatically in terms of: height, scale and design / architecturally. The Planning Department has received a couple inquiries for indoor storage facilities that would exceed the current code standards. Therefore, the following text amendments are proposed:

City Land Development Code:

Section 7.09.16

(C) The applicant shall provide a site plan with information on property lines, street lines, curb cuts, type b buffer - landscaping, location of structures including signs, parking spaces and travel lanes and location of enhanced walls or fences.

(E) Height of Buildings shall not exceed one story with a maximum height of 15 feet in the CRA and Form-Based Code (FBC). A conditional use petition may be submitted for projects outside the CRA & FBC for review / consideration that exceed the one story - 15 foot threshold;

(J) Fencing shall be required to shield adjoining properties, as well as the protection of the lessees. The decorative wall / fence shall be of new material and a minimum of ~~eight~~ six feet in height. Fencing / walls that which shall adjoin residential districts or residential uses, shall be a decorative solid masonry, aluminum with solid pillars at equal intervals ~~chain-link with slats of wood with a life of at least ten years~~. Masonry walls shall be architecturally finished to match the buildings. Unfinished concrete block shall be prohibited. The finished side of fences / walls shall face adjoining properties. Maintenance of the fence / wall shall be the responsibility of the owner. All loading bays shall be screened from view.

Staff recommends the newer / larger indoor storage facilities be excluded from the existing FBC / CRA districts and not allowed by right in the remaining locations but reviewed on a case by

case basis through a conditional use petition / process. Staff will have the ability to review the following elements: location, scale, site orientation, landscaping / screening, architectural design / construction materials and determine the appropriateness / compatibility. An analysis also shows that the value of the modern indoor storage facilities have a much higher assessed value (City taxes), than the prior one-story metal mini-warehouses, don't use a lot of water and don't generate significant traffic.

The Planning Commission is supportive of the text amendment changes to allow the consideration of indoor storage facilities as a conditional use but not permitted by right to ensure compatibility in areas proposed and the ability to impose conditions as necessary.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Staff and Planning Commission recommend approval.

STAFF REPORT

To: City Council

From: Application submitted by North American Development Group (NADG) on behalf of SF Zephyr Commons Outparcels, LP to rezone approximately 0.73 acres of real property generally located on the north side of Kossick Road, east of the intersection of Kossick and US Highway 301.

The Subject Property was originally part of the Zephyr Lakes (now Abbott Park) PUD Master Plan, slated for residential use. In 2008, Zephyr Lakes, LLC sold the 0.73 acre property to Zephyr Commons, LLC. Plans to develop Zephyr Lakes moved forward without the Subject property, removing it from their plans and the final PUD Master Plan. The Subject Property was not rezoned to be consistent with the remainder of the Zephyr Commons shopping center and retains its PUD zoning designation today. The applicants are requesting to rezone from PUD to C2-Community Commercial. I

RE: RZ-0012-22_Application to Rezone

Application submitted by North American Development Group (NADG) to rezone approximately 0.73 acres of real property generally located +/-238 feet east of the intersection of Kossick Rd. and US Hwy 301 on the north side of Kossick (Parcel/Tax ID No. 26.25.21.0130.00000.0130) from City PUD to City C2 (Community Commercial).

Date: May 23, 2022

I. BACKGROUND & INFORMATION

N/A

II. DATA & ANALYSIS

Staff and the Planning Commission recommend approval.

III. RECOMMENDATION

Staff recommends approval of the rezoning.



STAFF REPORT

To: Honorable Mayor Whitfield & Planning Commission
From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*
Re: RZ-0010-22_Zephyr Commons Outparcel 11
Date: May 17, 2022

I. BACKGROUND & INFORMATION

A. HISTORY | APPLICATION SUMMARY

Application submitted by North American Development Group (NADG), on behalf of SF Zephyr Commons Outparcels LP, to rezone approximately 0.73 acres of real property generally located on the north side of Kossick Road, east of the intersection of Kossick and US Highway 301.

B. SITE INFORMATION

PROPERTY OWNER:	SF Zephyr Commons Outparcels LP
APPLICANT:	North American Development Group (NADG)
SUBJECT PROPERTY:	Parcel/Tax ID No. 26-25-21-0130-00000-0130 0.73 acres MOL <i>Generally located on the north side of Kossick Road, +/-238 feet east of the Intersection of Kossick and US Highway 301, south of Boundary Lane.</i>
EXISTING LAND USE:	Vacant/Undeveloped
EXISTING FLU CLASS:	MU (Mixed Use)
EXISTING ZONING:	Planned Unit Development (PUD)

II. DATA & ANALYSIS

A. APPLICATION TO REZONE

The Subject Property was originally part of the Zephyr Lakes (Abbott Park) PUD Master Plan, slated for residential use. In 2008, Zephyr Lakes, LLC sold the property to Zephyr Commons, LLC. Zephyr Lakes, LLC moved forward with amended plans to develop Zephyr Lakes (Abbott Park) without the Subject Property, removing it from their plans overall PUD Master Plan. The Subject Property was never rezoned to match the remainder of the Zephyr Commons

shopping center and retains its PUD zoning today. The applicants are requesting to rezone from PUD to C2 (Community Commercial).

B. CHARACTER | COMPATIBILITY ANALYSIS

The Subject Property is located along Kossick Road north of the Zephyr Commons shopping center and west of the Zephyr Lakes (Abbott Park) mixed-residential development. Surrounding property uses are as follows:

1. **North** – The property immediately to the north of the Subject Property, located within the municipal boundaries of the City has a C2 (Community Commercial) zoning and currently contains a vacant/abandoned residential building. Property further to the north is located in unincorporated Pasco County, is zoned AR, RMH, R2MH and utilized for mobile home residences.
2. **South** – Properties immediately south of the Subject Property are included within the Zephyr Commons shopping center, are zoned C2 (Community Commercial), and utilized for commercial purposes.
3. **East** – Property immediately to the east of the Subject Property is located within the Zephyr Lakes PUD Master Plan and is slated for multi-family and/or townhome development.
4. **West** – Properties west of the Subject Property are zoned C2 (Community Commercial), and are or will be utilized for commercial purposes.

The proposed rezoning from PUD to C2 is consistent with the development and land use patterns of the surrounding area, and will not exhibit premature development based on the existing development patterns and infrastructure availability.

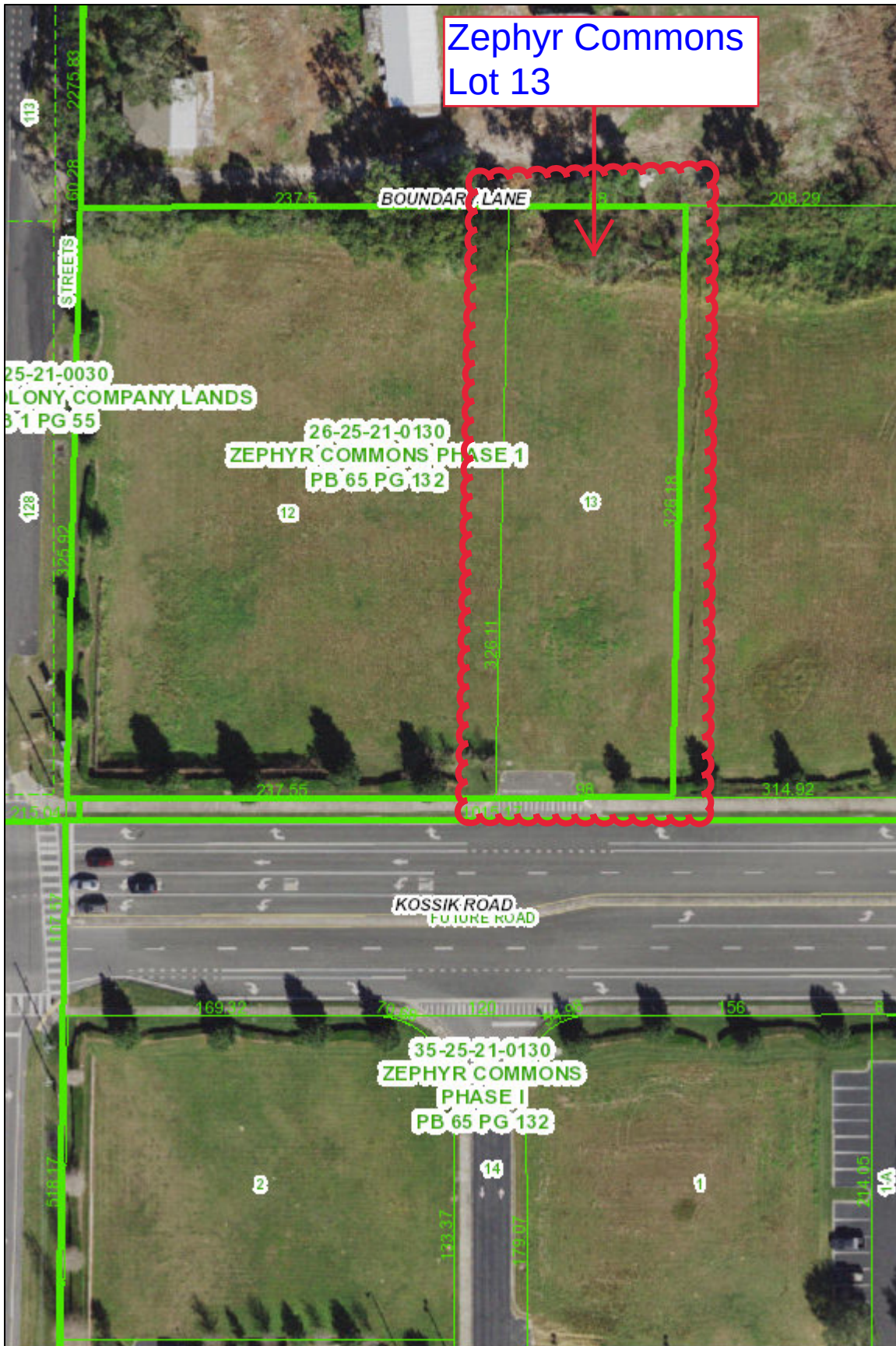
C. CONSISTENCY WITH CITY CODES/ORDINANCES

C2 is an allowable zoning category under the Future Land Use Classification of MU (Mixed-Use) and, as properties immediately adjacent to the Subject Property have an existing zoning designation of C2, a spot zone will not be created. Therefore, the proposed rezoning from PUD to C2 is consistent with the Comprehensive Plan.

The proposed rezoning is consistent with the City of Zephyrhills Comprehensive Plan, Land Development Code, and City codes and ordinances.

III. RECOMMENDATION(S)

Staff Recommendation – Based upon the analysis contained herein, along with supporting documentation, staff recommends approval of the application to rezone – changing the zoning designation from PUD to C2.



Legend

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)



Mike Wells
Property Appraiser
Proudly Serving Pasco County, Florida

Pasco County Property Appraiser

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ZEPHYR COMMONS LOT 13 ZONING PETITION

Owner: SF Zephyr Commons Outparcels LP
 Petitioner: North American Development Group
 Parcel #: 26-25-21-0130-00000-0130

SF Zephyr Commons Outparcels LP, the owner of Lot 13 at Zephyr Commons is requesting to rezone the parcel from PUD to C2, Community Commercial. This parcel is included in the Zephyr Commons shopping center master plan and was platted accordingly but unfortunately the original developer of the shopping center didn't rezone this parcel to be consistent with the rest of the shopping center. It's worth noting that water, sanitary sewer, and storm sewer lines were all design and constructed to support this parcel as part of the Zephyr Commons master infrastructure package which was completed in 2008. This rezoning petition will clean up the zoning for Lot 13 to be consistent with the rest of Zephyr Commons.

As part of this Rezoning Petition the applicant is including the following materials and supporting explanation.

1. **Petition Form** – attached
2. **Petition Fees** – To be paid upon notice of final amount from the City of Zephyrhills
3. **Proof of Ownership** – Please see the included Deed
4. **Boundary Survey and Legal Description** – Please see the attached plat as recorded with Pasco County
5. **Surrounding Property Owners List and Envelopes** – See included Adjacent Property Owners Map; envelopes forthcoming
 - a. Parcel to North
 - i. 26-25-21-0000-00600-0000
 - ii. Premier Housing Investments LLC, PO Box 566, Zephyrhills, FL 33539
 - b. Parcel to West
 - i. 26-25-21-0130-00000-0120
 - ii. SF Zephyr Commons Outparcels LLC – 400 Clematis St, Suite 201, West Palm Beach, FL 33401
 - c. Parcel to East
 - i. 26-25-21-0020-00100-0013
 - ii. DUNE FL LAND I SUB LLC, C/O HAWK MANAGEMENT CO LLC - 2502 N ROCKY POINT DR STE 1050, ROCKY POINT, FL 33607
 - d. Parcel to Southwest
 - i. 35-25-21-0130-00000-0021
 - ii. SF Zephyr Commons Outparcels LLC – 400 Clematis St, Suite 201, West Palm Beach, FL 33401
 - e. Parcel to South
 - i. 35-25-21-0130-00000-0140
 - ii. SF Zephyr Commons LP – 400 Clematis St, Suite 201, West Palm Beach, FL 33401
 - f. Parcel to Southeast
 - i. 35-25-21-0130-00000-0010
 - ii. GTE Federal Credit Union - 711 E Henderson Ave, Tampa, FL 33602

- 6. **Environmental Report** – to be provide as part of the site plan and civil permitting application
- 7. **Historic and Archeological Resources Report** - to be provide as part of the site plan and civil permitting application

8. **Justification Report**

a. Analysis for Compliance

i. Consistency with the Comprehensive Plan

Response: The rezoning of Lot 13 at Zephyr Commons is consistent with the Comprehensive Plan and the continued development of the Zephyr Commons Shopping Center.

ii. Consistency with the Land Development Code and City Ordinances

Response: The rezoning of Lot 13 at Zephyr Commons is consistent with the will allow for the development of Lot 13 as part of Zephyr Commons. The future development of the property will be consistent with the Land Development Code and City Ordinances.

iii. Surrounding Future Land Use and Zoning Analysis

Response: The rezoning of Lot 13 at Zephyr Commons is consistent with the Future Land Use designation for the property and it's inclusion in the Zephyr Commons mixed use project. The parcel is currently zoned PUD which is not consistent with the Zephyr Commons master plan. Lot 12 to the immediate west, north and the remainder of the Zephyr Commons shopping center to the south are all zoned C2. When it was purchased, this property was intended to be combined with Lot 12 at Zephyr Commons but the rezoning wasn't completed.

iv. Local Development Pattern: must show that the proposed amendment(s) will allow for logical and orderly development

Response: The proposed amendment will allow for the logical and orderly development of the parcel as part of the Zephyr Commons shopping Center.

v. Premature Development: must show that the proposed amendment(s) will not create premature development.

Response: The proposed amendment will no create premature development but rather will allow for the continued development of Zephyr Commons as planned.

b. Suitability Analysis – data and analysis to support the project's suitability/compatibility relative to the site, adjacent uses, and public facilities (including water, sewer, fire, police, schools, and EMS).

Response: Lot 13 was included in the infrastructure design for Zephyr Commons and the associated Development Agreement which supported the sizing of the utilities and infrastructure for the development based on the entitled densities within Zephyr Commons. All of the Zephyr Commons utilities and infrastructure were constructed with the shopping center was originally built in 2007-2008.

c. Residential Impact Statement

Response: The rezoning of Lot 13 will not impact residences as the property to the west and east are not developed and the property to the south is developed as commercial. The property to the immediate north is a single family property and that property has already been rezoned to C2. Additionally, the future development of Lot 13 will be in accordance with the City's Land Development code to ensure that all landscape buffers and building set backs are accounted for.

- d. Traffic Study – Please see the city’s Land Development Code, Article VII, Part 7.03.00, Section 7.03.01

Response: Lot 13 was included in the master plan and Development Agreement for Zephyr Commons. The traffic study for the entirety of Zephyr Commons was completed at that time. This rezoning is cleaning up the entitlement for this parcel. If an additional traffic study is needed for the development of this parcel and because a development type for his parcel hasn’t been finalized at this point, the applicant requests that it be provided at the time of site plan approval and civil permitting.

- e. Utility Report – based on existing and proposed water/sewer capacity analysis.

Response: Lot 13 was included in the infrastructure design for Zephyr Commons and the associated Development Agreement which supported the sizing of the utilities and infrastructure for the development based on the entitled densities within Zephyr Commons. All of the Zephyr Commons utilities and infrastructure were constructed with the shopping center was originally built in 2007-2008.

- f. Map Series

- i. Recent aerial photograph of the site and surrounding area showing boundaries, source and date;

Response: Please see attached.

- ii. Existing Future Land Use and Zoning maps;

Response: Please see attached.

- iii. Natural Resource maps – soils, flood zones, aquifer recharge, wetlands, biological hotspots, etc.;

Response: There are no flood zones, wetlands or biological hotspots on the property. Please note that this property was previously mass graded as part of the original development and construction of the Zephyr Commons Shopping Center in 2008.

- iv. Transportation maps

Response: If transportation maps are needed to support the future development of this parcel and because a development type for his parcel hasn’t been finalized at this point, the applicant requests that they be provided at the time of site plan approval and civil permitting as part of a Traffic Study.

STAFF REPORT

To: Request for SIMULTANEOUS REVIEW of applications to annex, amend the comprehensive plan (small-scale future land use map amendment) and rezone submitted by Heyl Truck Lines, Inc. for approximately 5.0 acres of real property generally located at 4909 Kitty Hawk Drive, Zephyrhills

From: The Subject Property is located within the jurisdictional boundaries of Pasco County but is contiguous to the City's boundaries, abutting properties located within the city directly to the south and west. Said property is the subject of an annexation; small-scale future land use map amendment, proposing to change the FLU classification from Pasco County Industrial Light to City IN - Industrial; and a zoning amendment, changing from County AC to City LI - Light Industrial

RE: ANX-0008-22 Heyl Trucking Annexation
Application submitted by Heyl Truck Lines, Inc. for simultaneous review of a request for annexation, future land use map amendment, and rezoning of approximately 12.92 acres or real property, generally located at 4904 Kitty Hawk Dr. (Parcel/Tax ID No. 18.26.21.0010.01100.0000).

Date: May 23, 2022

I. BACKGROUND & INFORMATION

n/a.

II. DATA & ANALYSIS

staff and the Planning Commission Recommend approval.

III. RECOMMENDATION

Staff recommends approval of the request for annexation, small-scale comprehensive plan amendment and rezoning pertaining to 4909 Kitty Hawk Drive, Zephyrhills.



STAFF REPORT

To: Mayor Whitfield & Planning Commission
From: Audrey McGuire, *Historic Preservation Specialist/Community Planner*
Re: ANX-0008-22_4904 Kittyhawk Dr.

A. BACKGROUND & INFORMATION

Applications for SIMULTANEOUS REVIEW of applications to annex, amend the comprehensive plan (small-scale future land use map amendment) and rezone submitted by Heyl Truck Lines, Inc. for approximately 5.0 acres of real property generally located at 4904 Kittyhawk Drive, Zephyrhills.

The Subject Property is currently within the jurisdictional boundaries of Pasco County but is contiguous to the City's boundaries, abutting properties located within the city directly to the south and west. Said property is the subject of an annexation; small-scale future land use map amendment, propping to change the future land use classification from Pasco County Industrial-Light to City IN (Industrial); and a zoning amendment, changing from County L1 to City LI (Light Industrial).

APPLICANT: Heyl Truck Lines, Inc.

PROPERTY OWNER: Heyl Investments II, LLC

SUBJECT PROPERTY: 4904 Kitty Hawk Dr.

Parcel/Tax ID No 18-26-21-0010-01100-0000

Generally located on the east side of Kittyhawk Dr., west of Chancey Road and north of Free Fall Avenue.

ACREAGE: 5.0 acres MOL

CURRENT LAND USE: Vacant/Undeveloped

COUNTY FLU CLASS: Industrial - Light

COUNTY ZONING: L1 – Light Industrial Park

B. DATA & ANALYSIS

1. Character Analysis

The Subject Property is generally located on the east side of Kittyhawk Drive, west of Chancey Road and north of Freefall Avenue (please see Exhibit A). Land uses in the surrounding area are generally industrial and airport-related. The proposed future land use classification of IN (Industrial) and zoning designation of LI are consistent with uses in the area.

- a. WEST – Properties directly to the west of the Subject Property are within the jurisdictional boundaries of the City of Zephyrhills and have a Future Land Use Classification of City P/SP (Public/Semi-Public) and Zoning Designation of City AP1 (Airport).
- b. SOUTH – Properties directly to the south of the Subject Property are within the jurisdictional boundaries of the City of Zephyrhills and have a Future Land Use Classification of City IN (Industrial) and a Zoning Designation of City LI (Light Industrial).
- c. NORTH – Properties to the north of the Subject Property are within the jurisdictional boundaries of Pasco County, not the City, and have a Future Land Use Classification of County Industrial-Light and a Zoning Designation of AC.
- d. EAST – Properties to the east of the Subject Property are within the jurisdictional boundaries of Pasco County, not the City, and have a Future Land Use Classification of County Industrial-Light and a Zoning Designation of AC.

2. Compatibility Analysis

ANNEXATION

Chapter 171.043 and 171.044, FS outlines the character and procedure requirements for voluntary Annexation. The Subject Property's boundaries are contiguous to the city's boundary, the property is reasonably compact, it is not a part of another incorporated municipality, and the property will be used for urban purposes. The Subject property is located within the boundaries of the City/County JPA (Joint Planning Area) boundary and information has been sent to Pasco County for comment/review. To date, no comments have been provided.

FUTURE LAND USE MAP AMENDMENT (FLUMA)

The proposed FLUMA qualifies as a Small-Scale Comprehensive Plan Amendment (under 50 acres as of July 1, 2021) and does not require transmittal to the State Department of Economic Opportunity (DEO). The proposed FLUMA is consistent with Chapter 163, Part II, FS; the City of Zephyrhills Comprehensive Plan, and the Land Development Code.

The subject property is generally located on the east side of Kittyhawk Drive, west of Chancey Road and north of Freefall Avenue (please see exhibit A). Land uses in the surrounding area are generally industrial and airport-related, as follows:

- a. NORTH – Properties along the norther boundary of the Subject Property are within the jurisdictional boundaries of Pasco County and have a FLU classification of Pasco County Industrial-Light, and contains vacant/undeveloped lands utilized for agricultural purposes.
- b. SOUTH – Properties along the southern boundary of the Subject Property are within the municipal boundaries of the City of Zephyrhills and have a FLU classification of City IN (Industrial) and contains developed industrial uses.
- c. EAST – Properties along the eastern boundary of the Subject Property are within the jurisdictional boundaries of Pasco County and have a FLU classification of Pasco County Industrial-Light, and contains vacant/undeveloped lands utilized for agricultural purposes.
- d. WEST – Properties along the western boundary of the Subject Property are within the municipal boundaries of the City of Zephyrhills and have a FLU classification of City P/SP (Public/Semi-Public) and contains lands within the Zephyrhills Municipal Airport.

Applicants are requesting to change the FLU classification of the Subject Property from Pasco County Industrial-Light to City IN (Industrial). The proposed change is consistent with the goals, objectives and

policies of the City of Zephyrhills 2025 Comprehensive Plan; and is consistent with the land use trends of the surrounding area.

As provided in Chapter 163, FS, small-scale amendments require one public hearing before City Council and are not subject to review by the Florida Department of Economic Opportunity (DEO) unless challenged by an affected party within 30 days of the adoption hearing. If not challenged, the amendment is effective 31 days after the adoption.

REZONING

Applicants are requesting to change the zoning designation of the Subject Parcel from Pasco County L1 to City LI (Light Industrial) to expand the existing Heyl Trucking business located to the south. The proposed zoning change is consistent with the City of Zephyrhills Comprehensive Plan and proposed FLU Classification of IN, the City of Zephyrhills Land Development Code and City Ordinances.

Additionally, the proposed zoning change is consistent with the development patterns and zoning designations in the surrounding area and will not create a “spot zone.” Surrounding zoning districts and uses are as follows:

- a. NORTH – Properties along the northern boundary of the Subject Property are zoned County AC and are currently vacant/undeveloped, but the Future Land Use Classification of Industrial-Light aligns with future industrial use of the property.
- b. SOUTH – Properties along the southern boundary of the Subject Property are zoned City LI (Light Industrial) and are developed for industrial uses.
- c. EAST – Properties along the eastern boundary of the Subject Property are zoned County AC and are currently vacant/undeveloped utilized for agricultural purposes, but the Future Land Use Classification aligns with future industrial use of the property.
- d. WEST – Properties along the western boundary of the Subject Property are zoned City AP1 (Airport) and are located within the Zephyrhills Municipal Airport.

The requested zoning change is not anticipated to create a situation of premature development based on the existing development patterns in the general vicinity and utility infrastructure available to the site.

3. Potential Impacts on Urban Services/Public Facilities

POTABLE WATER

Service is available to the site. No additional potable water service is anticipated to be necessitated by future development of the site. The subject property will be utilized for vehicle/semi-truck parking as an expansion of the existing Heyl Truck Lines business to the south.

WASTEWATER

Service is available to the site. No additional wastewater service is anticipated to be necessitated by future development of the site. The subject property will be utilized for vehicle/semi-truck parking as an expansion of the existing Heyl Truck Lines business to the south.

SANITATION

Service is available to the site. No additional sanitation service is anticipated to be necessitated by future development of the site. The subject property will be utilized for vehicle/semi-truck parking as an expansion of the existing Heyl Truck Lines business to the south.

ZEPHYRHILLS POLICE DEPARTMENT

The Zephyrhills Police Department will be responsible to address law enforcement activities at the site related to the proposed annexation. As subject property proposed for annexation is adjoining the current Hyle Trucking facility, negligible impact is anticipated.

PASCO COUNTY FIRE RESCUE

Current Fire Rescue Station #25 would cover the proposed project until the future station, planned by Pasco County, along Chancey Road is constructed. The additional coverage of the subject parcel is not anticipated to negatively impact Station 25.

SCHOOLS

Following annexation, the proposed zoning and future land use classifications are for light-industrial purposes which will not support residential uses. Therefore, there should be no impact to the school system.

TRANSPORTATION

The applicants have provided the anticipated number of trips for the proposed future development. The proposed future use of the subject property will generate approximately 420 daily trips, with 36 AM peak hour trips and 33 PM peak hour trips. Per the city's current standards, the project will be considered to have a de minimus impact.

4. Consistency with the Comprehensive Plan

The requested annexation, future land use map amendment, and rezoning appears to be consistent with the goals, objectives and policies of the City of Zephyrhills Comprehensive Plan. A review of the comprehensive plan has been conducted by the applicant and reviewed by city staff. Relevant goals, objectives and policies are identified below and a brief statement regarding consistency provided by the applicant and verified by staff has been provided. Others are provided in the applicant's justification report.

GOAL LU-1: To achieve an economically and diversified tax base that ensures: (a) that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base; (b) that recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination and an airport community offering recreational and **industrial opportunities**; (c) that enjoyment of natural and man-made resources by citizens and visitors alike; and (d) that threat to health, safety and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.

- *RESPONSE: "Consistent with the above goals, the proposed development will bring additional [industrial] jobs and economic benefits to the City of Zephyrhills. The new facility will be surrounded by other similar facilities in the industrial area."*

OBJECTIVE LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the city in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

- *RESPONSE: "The existing property functions as a recreational vehicle and boat storage site, and its modification to the expansion of the Heyl Trucking to the south will increase the tax service of the city."*

POLICY LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which: (a) regulation the subdivision of land; (b) regulate signage; (c) provide for drainage and stormwater management; (d) provide requirements for provision of open space, and safe and convenient on site traffic flow and parking requirements; (e) coordinate future land uses with soil conditions, topography and availability of facilities and services; (f) ensure that development orders and permits are issued only when it is documented that such a development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development; and (g) protect the limited amount of wetlands and other environmentally sensitive

- *RESPONSE: “The proposed development will be completely designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have [been] applied for and obtained [from] the City of Zephyrhills and other applicable state and local authorities. The design being considered maintains existing vegetation where possible and follows the existing topography of the land to work with the existing surroundings. There are no wetlands or environmentally sensitive areas on the property.*

5. Consistency with the Land Development Code

ARTICLE V – Adequate Public Facilities

Future development of the subject property will be in accordance with the City of Zephyrhills Land Development Code. Part 5.01.00 of the LDC states:

- a. “No development activity may be approved unless it is found that the development is consistent with the city’s Comprehensive Plan and that the provision of certain public facilities will be available at the prescribed level of service concurrent with the impact of the development on those facilities.”
- b. “If a development proposal is found to meet all the requirements of [the LDC], it shall be presumed to be consistent with the Comprehensive Plan in all respects except for compliance with the concurrency requirements. City staff, public officials or any citizen may, however, question the consistency of a development proposal with the Comprehensive Plan. If a question of consistency is raised, the Site Plan Review Committee shall make a determination of consistency or inconsistency and support that determination with written findings.

6. Natural & Historic/Archaeological Resources

The following site characteristics are provided:

- a. FLOOD PLAIN – The subject property is located within Flood Zone “X” and is outside of the 100-year flood zone. There are not identified apparent flood-related threat to the subject property.
- b. WETLANDS | WATERBODIES – There are no wetlands or bodies of water located on the subject property.
- c. HISTORIC | ARCHAEOLOGICAL RESOURCES – The subject property is located outside of the Zephyrhills Historic District and there are no known historic or archaeological resources on site. If archaeological resources are found on site during development, notification should be made to the Florida Department of State, Division of Historical Resources and the city’s Historic Preservation Specialist.
- d. NATURAL RESOURCES – A protected species assessment was provided as part of the application. The subject does currently have a **gopher tortoise** located in the northeast corner of the property. Applicants will be required to work with and obtain permits from the Florida Fish and Wildlife

Conservation Commission (FWC) to either relocate the tortoise or implement FWC's protection measures to proceed on site. No other critical or suitable habitats or protected species were identified on the subject property as part of the assessment.

C. RECOMMENDATION

Staff recommends approval of the request for annexation, small-scale future land use map amendment and rezoning.

**Justification Report
Annexation/Future Land Use/Rezoning
4904 Kittyhawk Drive
Zephyrhills, Florida 33542**

**Prepared for:
James R. Truex, Inc.
15715 Serengeti Boulevard
Spring Hill, Florida 34610**

**March 30, 2022
Revised:**

**Prepared by:
Deuel & Associates, Inc.
565 S. Hercules Avenue
Clearwater, Florida 33767
Contact: Chris Chin, PE**

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ANALYSIS FOR COMPLIANCE

INTRODUCTION

On behalf of our client, James R. Truex and the current property owner, Alan Heyl (Heyl Trucking, Inc.), we are requesting the City of Zephyrhills accept this application for the annexation of one parcel into the city limits of the City of Zephyrhills, from unincorporated Pasco County.

The subject parcel is located at 4904 Kittyhawk Drive, Parcel Number 18-26-22-0010—01100-0000. The subject property is located approximately 0.40 miles west of Chauncey Road/CR 535. The following Justification Report has been prepared in order to present the existing zoning, future land use, concurrency, traffic, environment and all other information relevant to this proposal.

The purpose of the proposed annexation is to provide accommodation for the expansion of the Heyl Trucking facility to the south of the subject parcel. The subject parcel is surrounded on the west and south by parcels currently within the city limits of the City of Zephyrhills. The properties to the north and east are unincorporated at this time.

EXISTING CONDITIONS

The subject parcel is a 5.0-acre site, lies within Pasco County and is currently being used as a recreational vehicle (RV) and boat storage facility. Per the Pasco County Zoning Map, the lot is currently zoned as Light Industrial, and is listed as Light Industrial on the Pasco County Future Land Use Map (FLU).

The surrounding properties most of which lie within the City of Zephyrhills, are currently used for other light industrial uses to the south, or transportation, Zephyrhills Municipal Airport, to the west. Immediately to the north and east of the subject property are additional properties that are unincorporated.

The proposed project parcel has direct access to Free Fall Avenue which connects to Chauncey Road/CR 535. The current wastewater needs on the property are serviced by an on-site septic system. However, the potable water needs are handled by the City of Zephyrhills Water.

PROPOSED CONDITIONS

The subject property is being proposed for Future Land Classification as Industrial (IN – Industrial) and Zoning Designation (LI – Light Industrial) for the City of Zephyrhills as Light Industrial. The proposed use for the project is to expand the existing Heyl Trucking facility that currently lies immediately to the south of the subject property. Currently, Heyl Trucking conducts business out of the parcel directly to the south of the subject property.

Potable water and sewer service will be provided to the proposed location by City of Zephyrhills Water and Sewer.

Access for the development will be provided by the direct access to Free Fall Avenue, a city owned and maintained road.

Stormwater treatment and attenuation will be provided by the installation of a new stormwater management facility (SMF) on the property. Per the FEMA NFIP map 120230 Panel 0457 (09/26/2014) and the October 2020 FIRMette, the site does not lie within the 100-year floodplain and the property has been designated as Zone X.

CONSISTENCY WITH COMP PLAN

The requested annexation is consistent with the Goals, Objectives and Policies of the City of Zephyrhills 2025 Comprehensive Plan. A review of the County's Comprehensive Plan has been conducted, and relevant goals, objectives and policies have been identified below (italicized) and a brief statement regarding the consistency of the proposed amendment has been provided.

GOAL LU-1

To achieve an economically and diversified tax base that ensures:

- a. that the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;*
- b. that recognition of the City of Zephyrhills as a retirement community, a medical/clean industry destination, and an airport community offering recreational and industrial opportunities;*
- c. that enjoyment of natural and man-made recreational resources by citizens and visitors alike; and*
- d. that threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.*

Consistent with the above goals, the proposed development will bring additional jobs and economic benefits to the City of Zephyrhills. The new facility will be surrounded by other similar facilities in the industrial area.

OBJECTIVE LU-1-1

To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the abovementioned goals and consistent with this adopted plan.

The existing property functions as a recreational vehicle and boat storage site, and its modification to the expansion of the Heyl Trucking to the south, will increase the tax and utility service of the City.

POLICY LU-1-1-1

The City shall continue to enforce land development regulations to ensure orderly development, that at a minimum, contain provisions which:

- a. regulate the subdivision of land;*
- b. regulate signage;*
- c. provide for drainage and storm water management;*
- d. provide requirements for the provision of open space, and safe and convenient on site traffic flow and parking requirements;*

- e. coordinate future land uses with soil conditions, topography, and availability of facilities and services;*
- f. ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;*
- g. protect the limited amount of wetlands and other environmentally sensitive*

The proposed development will be completely designed and permitted in accordance with the City of Zephyrhills Land Development Code. No construction will begin until all relevant permits have applied for and obtained by the City of Zephyrhills and other applicable state and local authorities. The design being considered maintains existing vegetation where possible and follows the existing topography of the land to allow to work with the existing surroundings. There are no wetlands or environmentally sensitive areas on the property.

OBJECTIVE LU-1-4

The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

POLICY LU-1-4-3

The City shall comply with State law and guidelines for the investigation of archaeological sites and the disposition of all artifacts which might be found.

Per the Florida Master Site File, no cultural resources have been located on the subject development. If, during the course of development, these types of resources are discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

POLICY LU-1-4-4

The City shall prevent the destruction of significant alteration of historic sites located in the National Register of Historic Places or the Florida Master Site File recognized by City of Zephyrhills, by cross checking all requests for remodeling or demolition permits against these files. A significant alteration is one that changes the exterior appearance of the structure in a manner inconsistent with the original design. Nothing in this policy shall be construed to prohibit modernization, rehabilitation, or adaptive reuse provided that the property is not significantly altered.

Per the Florida Master Site File, no cultural resources have been located on the subject development. In the event of these resources being discovered, the contractor is instructed to halt all activity on site and contact City of Zephyrhills and State authorities before proceeding with work.

OBJECTIVE LU-1-7

All development activities shall ensure the protection of natural resources and potable well fields.

Natural resources will be preserved on site as constraints allow. No wellfields exist on the subject property.

POLICY LU-1-7-2

Species of flora and fauna identified as endangered, threatened or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish Commission (currently known as the Florida Fish and Wildlife Conservation Commission), shall be protected through compliance with appropriate Federal and State regulations.

All potential flora and fauna found on the subject parcel as endangered, threatened or species of special concern – as defined by Federal or Florida Statutes will be protected as per Federal and State regulations.

POLICY LU-1-7-3

Consider in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land, water and other natural resources to meet the demands; and the potential for flooding.

The proposed new facility will be planned, designed and permitted accordingly to follow the appropriate and the required land development regulations and statutes as per Federal, state and city guidelines. Water quality and quantity will be managed and addressed during the site design and the potential for flooding determined and preventative measures established in the design.

POLICY LU-1-7-5

The developer/owner of any new development or redevelopment shall be responsible for on-site management of storm water run-off in a manner so that post-development run-off rates, volumes and pollutant loads do not exceed existing conditions.

The proposed development will be designed to manage stormwater run-off, in the post-development condition, as well as potential water quantity (volumes), and water quantity (pollutant loads) so as not to exceed existing conditions.

OBJECTIVE LU-10-1

The City manages its growth through the establishment of a future service area, guidelines for annexation and the execution and maintenance of interlocal agreements with Pasco County.

The proposed annexation will follow the existing City of Zephyrhills guidelines and regulations and be planned and implemented to follow the existing interlocal agreements with Pasco County.

POLICY LU-1-10-1

The City hereby establishes a “Future Service Area” (refer to Map LU-8) in accordance with the “Interlocal Agreement Between Pasco County and the City of Zephyrhills: establishing designated service areas for water and wastewater services.

The proposed development will follow the established “Future Service Area” in accordance with the “Interlocal Agreement Between Pasco County and the City of Zephyrhills” for designated services areas for water and wastewater services.

POLICY LU-1-10-2

The City shall maintain an Interlocal Agreement with Pasco County that designates existing and future service areas for the City of Zephyrhills. Amendments to the boundary of the “Future Service Area” shall require an amendment to this Comprehensive Plan.

The developers of the proposed new facility will work with the City of Zephyrhills to acquire an amendment to the Comprehensive Plan, for the “Future Service Area”, as required.

CONSISTENCY WITH FLORIDA STATUTE CHAPTER 171

Per FL Statute Chapter 171, the subject property is proposed to be annexed and amended to the municipal boundary of the City of Zephyrhills. The subject property will be annexed and the boundary of the city amended according to FL Statute Ch 171 through the City of Zephyrhills and all other required local and state authorities.

CONSISTENCY WITH LDC AND CITY ORDINANCES

The subject development will be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances.

The proposed industrial (trucking) facility has been designed in accordance with City of Zephyrhills LDC.

LOCAL DEVELOPMENT PLAN AND PREMATURE DEVELOPMENT STATEMENT

The subject parcel is land locked by similar industrial and transportation land uses. See project location map, and the FLU and Zoning maps. To the north and east, the parcels are unincorporated and are part of Pasco County, not the City of Zephyrhills.

The adjacent land uses are either industrial to the south; transportation, Zephyrhills Municipal Airport to the immediate west; and unincorporated Pasco County to the east and north. The properties to the east and north are all currently used as cattle pastures. The subject parcel to be annexed would have direct connection to Chauncey Road/CR 535 via Free Fall Avenue.

The proposed expansion of Heyl Trucking would mirror the industrial land uses to the south. In addition, the Zephyrhills Airport Industrial Park is being planned by the Pasco Economic Development Council to the immediate north.

SUITABILITY ANALYSIS

The subject property is suitable for annexation to the City of Zephyrhills, as well as for development for its intended use, the expansion of the Heyl Trucking facility, located immediately to the south. The subject property has no known natural resources or environmental hazards that would prevent the parcel from being developed.

There is one gopher tortoise burrow in the northeast corner of the parcel. The gopher tortoise could be relocated, or the proposed development could proceed with the tortoise present, if the Florida Fish and Wildlife Conservation Commission (FWC) protection guidelines for the gopher tortoises are administered and maintained during construction.

RESIDENTIAL IMPACT STATEMENT

Currently, the subject property is a recreational vehicle and boat storage facility. There is a mobile home on the parcel which is the residence of the facility manager. The subject property is surround by three different land uses: 1) transportation/aviation - Zephyrhills Municipal Airport to the west; 2) industrial facilities to the south; and 3) unincorporated county lands to the north and east that are in use as cattle pastures.

Besides the resident manager at the subject property, there are not residences in the surrounding area, and therefore no residential impacts will occur as a result of this proposed annexation, rezoning and land use change.

TRAFFIC STUDY

The proposed truck depot will generate 420 daily trips, 69 of these trips will be from the trucks themselves. The AM Peak Hour truck trips are projected at 36, and the PM Peak Hour truck trips are expected to be 33 total. This was determined using the 9th Edition of the ITE Trip Generation Manual. Per Section 7.03.01

of the Land Development Code, the project would be considered to have a de minimus impact. See attached Table 1.

Concurrency and Infrastructure

Police, Fire and Emergency Services

The current Fire Rescue Station 25, located at 38410 6th Avenue in Zephyrhills, would cover the proposed project, as it currently covers the adjoining parcel for Heyl Trucking. This additional coverage of the subject parcel should pose no hardship for this Station 25.

The City of Zephyrhills Police Department would address all law enforcement activities related proposed annexation of the subject parcel. As the proposed newly annexed parcel is adjoining the current Heyl Trucking facility, negligible impact is anticipated by the amendment of the new parcel to the city.

The area surrounding the Zephyrhills Municipal Airport is handled by two ambulance services in the area. These two are Medfleet Ambulance and Elohim Medical Transport. In addition, Fire Rescue also assist in emergency situations as needed. The addition of the subject parcel to the City should be cause a hardship to the existing EMS facilities.

Schools

The proposed annexation, rez-zoning and future Land Use designation of the subject parcel will not include any additional new housing, and therefore will be no effect on local school system.

Utilities: Potable Water Supply and Sanitary Sewer

Proposed Water Service

No potable water service will be needed or provided at the proposed new development. The expansion of the Heyl Trucking facility will solely be used as a semi-trailer and tracker truck storage facility, with some overflow parking for employees.

Proposed Wastewater Service

No wastewater service will be needed or provided at the proposed new development. The expansion of the Heyl Trucking facility will solely be used as a semi-trailer and tracker truck storage facility, with some overflow parking for employees.

Sanitation Services

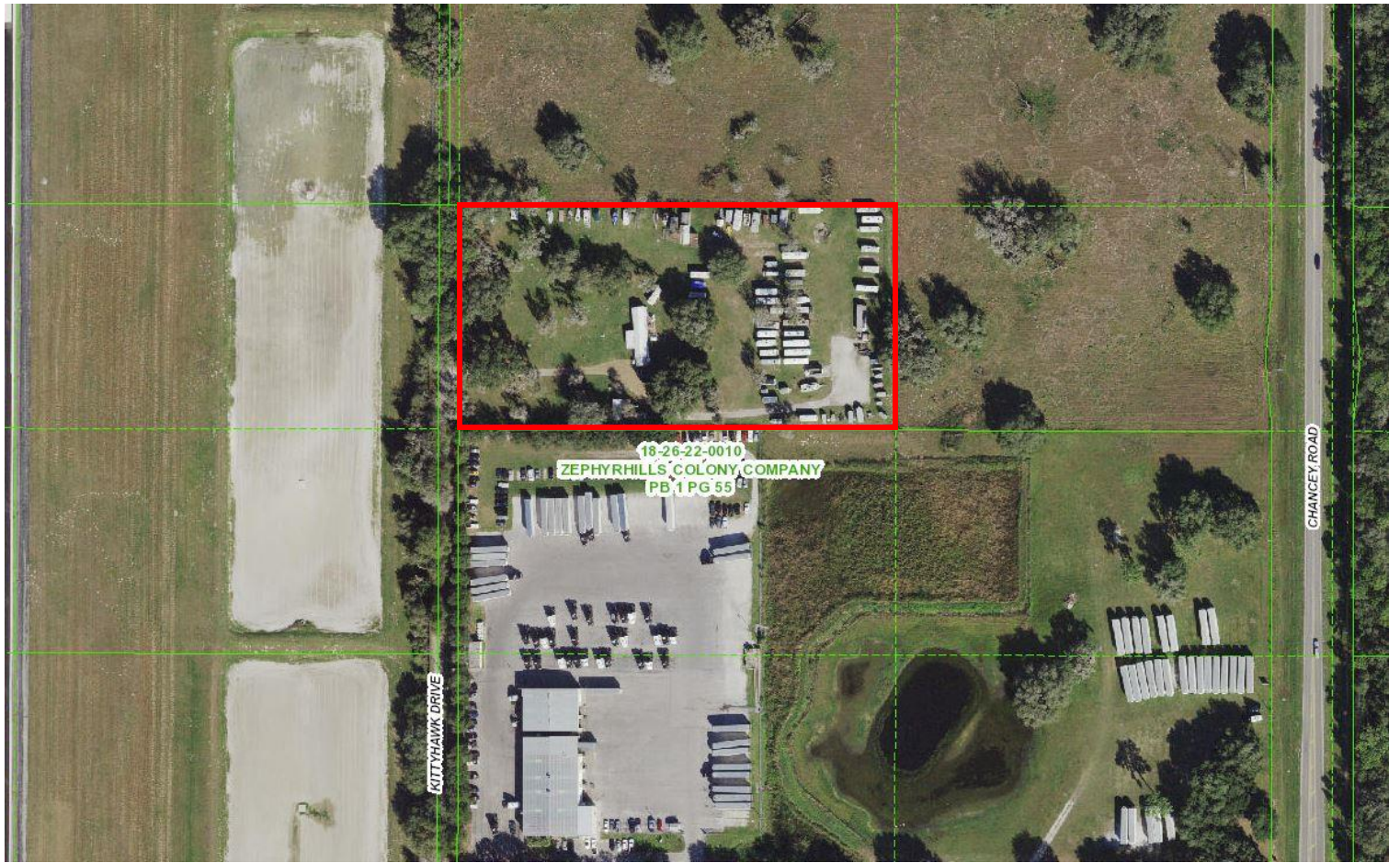
No sanitation service will be needed or provided at the proposed new development. The expansion of the Heyl Trucking facility will solely be used as a semi-trailer and tracker truck storage facility, with some overflow parking for employees.

Table 1
4904 Kittyhawk Drive, Estimated Project Trip Ends¹

Land Use	Daily Trip Ends	AM Peak Hour			PM Peak Hour		
Truck Terminal		In	Out	Total	In	Out	Total
	410	15	21	36	14	19	33

1 -Based on a five-acre sized truck terminal facility. *Source: ITE Trip Generation, 9th Edition.*

Map Series



Vicinity Map
No Scale

Figure 2

4904 Kittyhawk Drive
Zephyrhills, FL 33542

Site Aerial Map

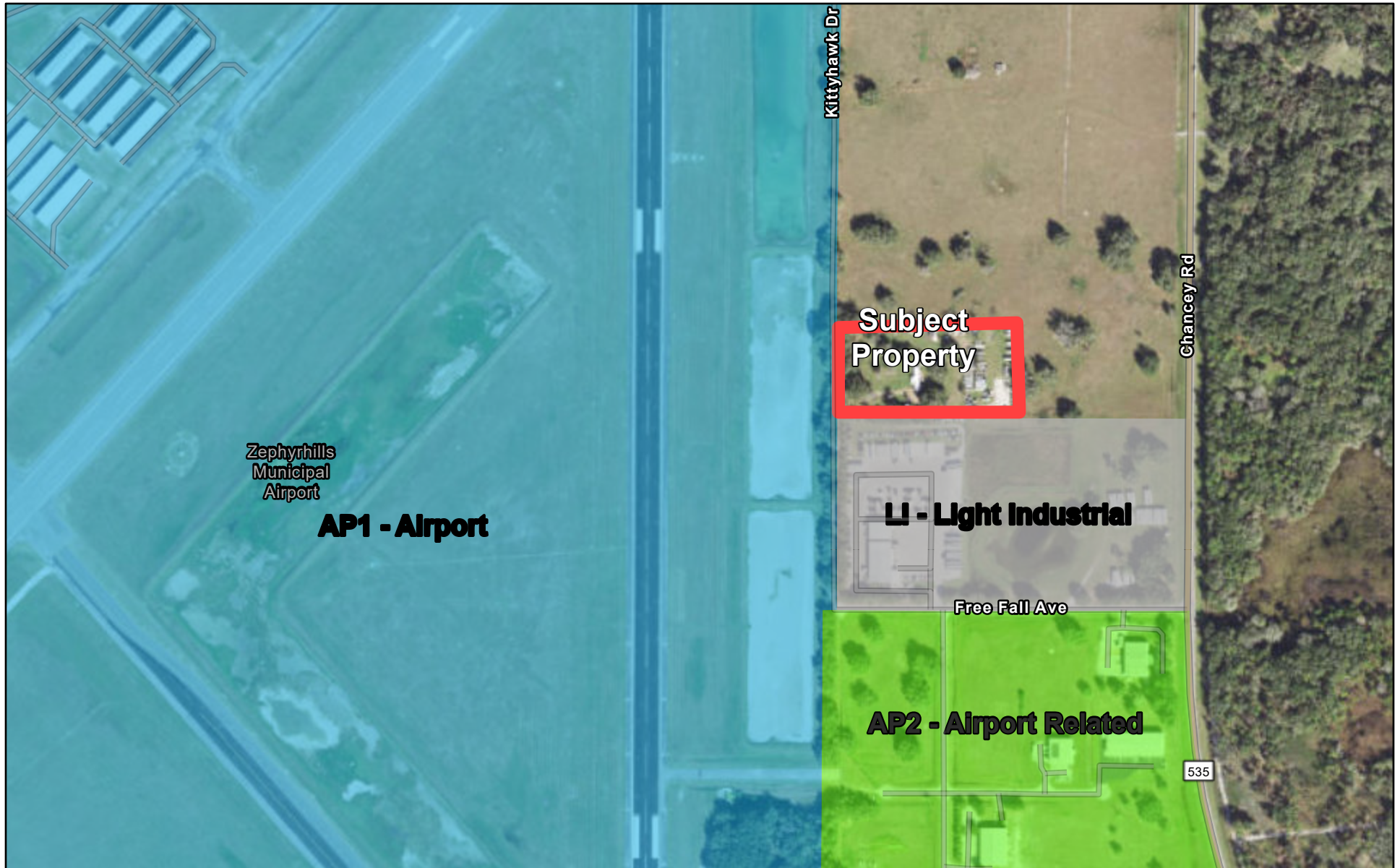
Deuel & Associates
565 South Hercules Avenue
Clearwater, Florida 33764
P: (727) 822-4151

Data Source: Pasco
County Property
Appraisers Office

Coordinate System:
Unknown

Map Date: 2020

Zoning Designations



5/12/2022

CITY_WIDE_EUCLIDEAN_ZONING

LI
AP1

AP2

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1:6,869

0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

Audrey McGuire

Future Land Use Classifications



5/12/2022

CITY_WIDE_FUTURE_LAND_USE

Industrial

Public/Semi-Public

World Imagery

Low Resolution 15m Imagery

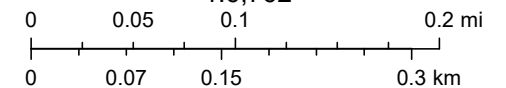
High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

1.2m Resolution Metadata

1:6,762



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community,
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	105.34	333770229	ACHCPAYMENTUS CO	5/2/2022
ACH Credit Received	17045.62	1.01982E+12	ACHCPAYMENTUS	5/2/2022
ACH Credit Received	23.5	2.01752E+14	ACHCSTATE OF FLO	5/2/2022
ACH Credit Received	10	2.01752E+14	ACHCSTATE OF FLO	5/2/2022
ACH Credit Received	310.61	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	545.7	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	668.75	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	684.27	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	724.39	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	818.55	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	1413	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	254.75	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
ACH Credit Received	412.82	8.78824E+12	ACHCGLOBAL PAYME	5/2/2022
Deposit	2431.11		DP0002106166490I	5/2/2022
Deposit	34328.28		ICLD02403333620I	5/2/2022
ACH Credit Received	312.39	333966099	ACHCPAYMENTUS CO	5/3/2022
ACH Credit Received	191.26	334152083	ACHCPAYMENTUS CO	5/3/2022
ACH Credit Received	860.7	334361710	ACHCPAYMENTUS CO	5/3/2022
ACH Credit Received	11153.01	1.01988E+12	ACHCPAYMENTUS	5/3/2022
ACH Credit Received	25931.93	1.01988E+12	ACHCPAYMENTUS	5/3/2022
ACH Credit Received	14439.12	1.01988E+12	ACHCPAYMENTUS	5/3/2022
ACH Credit Received	75	8.78824E+12	ACHCGLOBAL PAYME	5/3/2022
ACH Credit Received	545.7	8.78824E+12	ACHCGLOBAL PAYME	5/3/2022
Deposit	1996.73		DP0002107664027I	5/3/2022
Deposit	11963.97		ICLD02403551020I	5/3/2022
ACH Credit Received	2139.7	334697537	ACHCPAYMENTUS CO	5/4/2022
ACH Credit Received	27005.19	1.0199E+12	ACHCPAYMENTUS	5/4/2022
ACH Credit Received	643.12	2.01752E+14	ACHCSTATE OF FLO	5/4/2022
ACH Credit Received	30	8.78824E+12	ACHCGLOBAL PAYME	5/4/2022
ACH Credit Received	6877.49	8.78824E+12	ACHCGLOBAL PAYME	5/4/2022
ACH Credit Received	1200	8.78824E+12	ACHCGLOBAL PAYME	5/4/2022
ACH Credit Received	150	8.78824E+12	ACHCGLOBAL PAYME	5/4/2022
Deposit	3186.78		DP0002108901376I	5/4/2022
Deposit	4219.87		ICLD02404382013I	5/4/2022
ACH Credit Received	260.72	2005	ACHCPASCOTAX	5/5/2022
ACH Credit Received	131.81	335026274	ACHCPAYMENTUS CO	5/5/2022
ACH Credit Received	104625.7	1.01992E+12	ACHCPAYMENTUS	5/5/2022
ACH Credit Received	1370.43	2.01752E+14	ACHCSTATE OF FLO	5/5/2022
ACH Credit Received	1868.23	8.78824E+12	ACHCGLOBAL PAYME	5/5/2022
ACH Credit Received	21.3	8.78824E+12	ACHCGLOBAL PAYME	5/5/2022
ACH Credit Received	510.82	8.78824E+12	ACHCGLOBAL PAYME	5/5/2022
Deposit	1493.51		ICLD02404676732I	5/5/2022
Deposit	1991.91		DP0002100999204I	5/5/2022

ACH Credit Received	1403.33	SETT-O.ZEPHYR	ACHCCITY ZEPHYRH	5/6/2022
ACH Credit Received	1295.66	2005	ACHCPASCOTAX	5/6/2022
ACH Credit Received	132.34	335351430	ACHCPAYMENTUS CO	5/6/2022
ACH Credit Received	27584.69	1.01993E+12	ACHCPAYMENTUS	5/6/2022
ACH Credit Received	5698.94	2.01752E+14	ACHCSTATE OF FLO	5/6/2022
ACH Credit Received	35	2.01752E+14	ACHCSTATE OF FLO	5/6/2022
ACH Credit Received	1623.8	8.78824E+12	ACHCGLOBAL PAYME	5/6/2022
ACH Credit Received	1296.4	8.78824E+12	ACHCGLOBAL PAYME	5/6/2022
ACH Credit Received	14998.69	8.78824E+12	ACHCGLOBAL PAYME	5/6/2022
Deposit	1099.62		DP0002102191398I	5/6/2022
Deposit	16572.24		ICLD02405222391I	5/6/2022
ACH Credit Received	1841.4	2005	ACHCPASCOTAX	5/9/2022
ACH Credit Received	47096.2	2005	ACHCPASCOTAX	5/9/2022
ACH Credit Received	21113.22	1.01996E+12	ACHCPAYMENTUS	5/9/2022
ACH Credit Received	1305.4	2.00177E+13	ACHCAmeriGas Pro	5/9/2022
ACH Credit Received	365.87	2.01752E+14	ACHCSTATE OF FLO	5/9/2022
ACH Credit Received	137.5	8.78824E+12	ACHCGLOBAL PAYME	5/9/2022
ACH Credit Received	545.7	8.78824E+12	ACHCGLOBAL PAYME	5/9/2022
ACH Credit Received	545.7	8.78824E+12	ACHCGLOBAL PAYME	5/9/2022
ACH Credit Received	525	8.78824E+12	ACHCGLOBAL PAYME	5/9/2022
ACH Credit Received	705.5	8.78824E+12	ACHCGLOBAL PAYME	5/9/2022
ACH Credit Received	750.87	8.78824E+12	ACHCGLOBAL PAYME	5/9/2022
Deposit	1564.04		DP0002103924170I	5/9/2022
Deposit	26265.96		ICLD02406302964I	5/9/2022
ACH Credit Received	3576.4	335951785	ACHCPAYMENTUS CO	5/10/2022
ACH Credit Received	98.35	336477434	ACHCPAYMENTUS CO	5/10/2022
ACH Credit Received	7888.49	1.02001E+12	ACHCPAYMENTUS	5/10/2022
ACH Credit Received	44580.75	1.02001E+12	ACHCPAYMENTUS	5/10/2022
ACH Credit Received	22339.11	1.02001E+12	ACHCPAYMENTUS	5/10/2022
ACH Credit Received	15	2.01752E+14	ACHCSTATE OF FLO	5/10/2022
Deposit	1451.18		DP0002105247010I	5/10/2022
Deposit	40294.75		ICLD02406637028I	5/10/2022
ACH Credit Received	225	VUS000001558	ACHCWASTE CONNEC	5/11/2022
ACH Credit Received	121.92	336921522	ACHCPAYMENTUS CO	5/11/2022
ACH Credit Received	4803.07	1.02003E+12	ACHCPAYMENTUS	5/11/2022
ACH Credit Received	833.91	2.01752E+14	ACHCSTATE OF FLO	5/11/2022
ACH Credit Received	30	8.78824E+12	ACHCGLOBAL PAYME	5/11/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/11/2022
ACH Credit Received	112	8.78824E+12	ACHCGLOBAL PAYME	5/11/2022
Deposit	819.31		DP0002106308619I	5/11/2022
Deposit	1809.11		ICLD02407375188I	5/11/2022
ACH Credit Received	125.14	337333116	ACHCPAYMENTUS CO	5/12/2022
ACH Credit Received	17082.48	1.02005E+12	ACHCPAYMENTUS	5/12/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/12/2022
ACH Credit Received	96.3	8.78824E+12	ACHCGLOBAL PAYME	5/12/2022
ACH Credit Received	276.9	8.78824E+12	ACHCGLOBAL PAYME	5/12/2022
ACH Credit Received	677.13	8.78824E+12	ACHCGLOBAL PAYME	5/12/2022

Deposit	190.3		ICLD02407538007I	5/12/2022
Deposit	1256.56		DP0002107290142I	5/12/2022
ACH Credit Received	340613.07	Zephyrhills	ACHCCRESTLINE SO	5/13/2022
ACH Credit Received	1037.04	337866352	ACHCPAYMENTUS CO	5/13/2022
ACH Credit Received	13898.66	1.02006E+12	ACHCPAYMENTUS	5/13/2022
ACH Credit Received	211687.32	2.01752E+14	ACHCSTATE OF FLO	5/13/2022
ACH Credit Received	332	2.01752E+14	ACHCSTATE OF FLO	5/13/2022
ACH Credit Received	20	2.01752E+14	ACHCSTATE OF FLO	5/13/2022
ACH Credit Received	1022.29	8.78824E+12	ACHCGLOBAL PAYME	5/13/2022
ACH Credit Received	918.63	8.78824E+12	ACHCGLOBAL PAYME	5/13/2022
ACH Credit Received	951.09	8.78824E+12	ACHCGLOBAL PAYME	5/13/2022
Deposit	440.31		DP0002108396799I	5/13/2022
Deposit	1897.86		ICLD02408053568I	5/13/2022
ACH Credit Received	1698.66	338265743	ACHCPAYMENTUS CO	5/16/2022
ACH Credit Received	61459.32	1.02008E+12	ACHCPAYMENTUS	5/16/2022
ACH Credit Received	25.35	36-1924025	ACHCWALGREEN CO	5/16/2022
ACH Credit Received	1155.22	80566	ACHCLE03-AWIN MA	5/16/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	5/16/2022
ACH Credit Received	676.63	8.78824E+12	ACHCGLOBAL PAYME	5/16/2022
ACH Credit Received	5350	8.78824E+12	ACHCGLOBAL PAYME	5/16/2022
ACH Credit Received	213	8.78824E+12	ACHCGLOBAL PAYME	5/16/2022
ACH Credit Received	161.13	8.78824E+12	ACHCGLOBAL PAYME	5/16/2022
ACH Credit Received	3130.21	8.78824E+12	ACHCGLOBAL PAYME	5/16/2022
Deposit	495.37		ICLD02408747395I	5/16/2022
Deposit	932.64		DP0002101352140I	5/16/2022
ACH Credit Received	78.69	338677437	ACHCPAYMENTUS CO	5/17/2022
ACH Credit Received	190.25	338912968	ACHCPAYMENTUS CO	5/17/2022
ACH Credit Received	6748.8	1.02013E+12	ACHCPAYMENTUS	5/17/2022
ACH Credit Received	22048.86	1.02013E+12	ACHCPAYMENTUS	5/17/2022
ACH Credit Received	20410.14	1.02013E+12	ACHCPAYMENTUS	5/17/2022
ACH Credit Received	7300.04	5652	ACHCPASCOBDOPER	5/17/2022
Deposit	1311.91		ICLD02400590197I	5/17/2022
Deposit	1375.24		DP0002102741897I	5/17/2022