



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, January 9, 2023
6:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

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

<https://meet.goto.com/784611877>

or dial in using your phone:

+1 (872) 240-3311 - Access Code: 784-611-877

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Jodi Wilkeson

Roll Call – City Clerk Lori Hillman

Invocation – Pastor Nick Deford with Nazarene Church

Pledge of Allegiance – Council President Jodi Wilkeson

1. MAYOR

- 1.1 Presentation to Utilities Department - 2022 First Place Award for Outstanding Water Distribution System, Division 3, American Water Works Association Florida Section

- 1. SKM_C650i23010510340

- 1.2 Arbor Day Proclamation

- 1. Arbor Day Proclamation

2. PUBLIC COMMENTS

3. CONSENT ITEMS

- 3.1 Approval of Planning Commission Board Member
 1. Ellen Taylor
 2. PLANNING COMMISSION BOARD 1-9-23
- 3.2 Amendment #1 to Jones Edmunds Agreement JE 23-03 Reclaim Interconnect
 1. 2022-12-20-PECON-Zephyrhills-35-18-03-TA23-03-Amend01
 2. JE 23-03 Reclaim Water to Abbott Square and Pasco County
- 3.3 Approval to Piggyback upon the GenServe Inc. Agreement with Palm Bay for Generator Maintenance and Repair - 41-23-01
 1. 26-0-2022 Attachment A List of Emergency Generators 3.7.22
 2. 26-0-2022 Attachment B Major Maintenance & Inspection
 3. 26-0-2022 Attachment C Minor Maintenance & Inspection
 4. 26-0-2022 REVISED Attachment D Price Sheet
 5. EXECUTED CONTRACT - 26-0-2022 Emergency Gene_001
 6. GenServe Gen MaintRepairs Agreement 12-22
- 3.4 Fuel Farm Rehab at City Yard - Guardian Fuel 25-23-01
 1. Agreement - Fuel Farm Rehab at City Yard - Guardian Fuel 25-23-01
 2. Guardian Fuel Proposal dated 19DEC22
 3. Fuel Farm Rehab Bid Package

4. BUSINESS ITEMS/PUBLIC HEARING

- 4.1 RZ 14-22 Agape Baptist Church Rezoning - ORDINANCE NO. 1453-23
 Second Reading **Ordinance No. 1453-23 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM OP (OFFICE PROFESSIONAL) TO C-3 (GENERAL COMMERCIAL) FOR APPROXIMATELY 10.0 ACRES OF REAL PROPERTY LOCATED AT 39735 CHANCEY ROAD AND HAVING PARCEL NUMBER 24-26-21-0000-00100-0050 ; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1453-23 on the Second Reading
 1. Staff Report Package for Agape Baptist Rezone Dec 12 2022
 2. Ordinance 1453-23 Agape Baptist Church Rezoning
- 4.2 Palm Cove Conditional Use to Exceed Height Restrictions in R-4 Zoning District
 First Reading **RESOLUTION NO. 807-23 - "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 R-4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0060-00000-0050; 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. 807-23 on the First Reading
 1. Attachments to Staff Report for Palm Cove City Council Jan 09 2023
 2. Staff Report for Palm Cove CC 1 09 2023

3. Resolution 807-22 Conditional Use Palm Cove

5. CITY CLERK'S REPORT

5.1 Request a Date for Mayor's Caucus

6. CITY MANAGER'S REPORT

6.1 Ranking and Approval of 2023 Appropriation Requests

7. CITY ATTORNEY'S REPORT

7.1 February 2, 2023 MAP Meeting - Historic Hacienda Hotel - NPR
First Reading **RESOLUTION NO. 808-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE."**

1. Resolution 808-23 Participation in 02-02-2023 MAP Meeting

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

8. NOTED ITEMS

8.1 Depository Deposit Listing

1. City of Zephyrhills Bank Depository

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.**



American Water Works Association
FloridaSection



2022

Outstanding Water Distribution System

Division 3 - First Place

City of Zephyrhills



November 30, 2022
2022 FSAWWA Fall Conference



PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Gene Whitfield, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, do hereby proclaim Friday, January 20, 2023

ARBOR DAY

in the City of Zephyrhills and urge all citizens to celebrate Arbor Day, support efforts to protect our trees and woodlands, plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Zephyrhills, Pasco County, Florida on this 9th day of January, 2023.

Gene Whitfield, Mayor

Attest:

Lori L. Hillman, City Clerk

CONSENT ITEMS 3.1

Approval of Planning Commission Board Member

Issue:

Planning Commission Board appointment.

Background:

Kevin Bahr has retired from the Planning Commission (City Council - Seat 2) Staff is recommending:

- 1.) Christa Remington - Move from PC alternate number one to the seat 2 Board member;
- 2.) Randy Stovall - Move from PC alternate number two to alternate number one;
- 3.) Ellen Taylor - Appointment to PC alternate number two.

Staff has met with Miss Taylor and discussed the City of Zephyrhills our Comprehensive Plan update, the form-based code and other current trends that the City is dealing with. She attended the Zephyrhills Economic Development Summit and is very engaged and interested in assisting the City with present growth trends. She is a resident of Zephyrhills and a student at PHSC and will bring a "youth" perspective to the Board to provide another perspective.

Attachment(s):

1. Ellen Taylor
2. PLANNING COMMISSION BOARD 1-9-23

Fiscal Impact:

NA

Staff Recommendation:

Approval

APPLICATION FOR BOARD MEMBERSHIP

NAME: Ellen Taylor
ADDRESS: 6052 10th St Zephyrhills, FL
33542
HOME PHONE: (813) 723-9461 BUS. PHONE: _____ CELL: _____
EMAIL: ellen.taylor4445@gmail.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

PLEASE ANSWER THE FOLLOWING:

ARE YOU A RESIDENT
OF THE CITY?

☒ YES

☐ NO

HOW LONG? 6 months

ARE YOU A RESIDENT
OF THE COUNTY?

☒ YES

☐ NO

HOW LONG? 11 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)

I am passionate about this city and it's future and I want to be apart.

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.)

I am currently working on getting my degree in political science. My previous jobs have always been customer service. I have a passion for helping people and building things.

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

No I havent.

WHAT CAN YOU CONTRIBUTE TO THIS BOARD:

I have ideas and vision for this city and I want to preserve the ^{historic} foundation of this city while putting it into the future.

Sign: [Signature]

Date: 10/28/22

PLANNING COMMISSION

			June 30	
3 Yr.	Christa Remington – 06/2022 clremington@yahoo.com	5706 Wedgefield Dr. 863-243-1579	2023	- <u>2</u>
3 Yr.	Thomas Vanater – 6/22 vanatert@aol.com	6151 Silver Oaks Dr. 813-300-7120	2023	- <u>4</u>
3 Yr.	Mayor Whitfield – 6/13 gwhitfield@ci.zephyrhills.fl.us	6225 Silver Oaks Dr.	2023	- <u>7</u>
3 Yr.	Beth Aker – 3/15 baker36@tampabay.rr.com	9744 U.S. 301 – DC 937-489-1677	2025	- <u>3</u>
3 Yr.	Christian Ryman – 6/21 christian4785@gmail.com	37051 Nicole Ave. 778-7144	2024	- <u>5</u>
3 Yr.	Tracy Sullivan – 3/05 sallyd2@msn.com	37140 Foxrun Place 715-9008	2025	- <u>1</u>
3 Yr.	David Armstrong – 7/01 darmstr312@gmail.com	7251 16 th Street 782-0245	2025	- <u>6</u>
3 Yr.	Randy Stovall – 06/2022 rstov22@verizon.net	38314 Centennial Rd. 813-312-3585	2025	A/L(1)
3 Yr.	Ellen Taylor – 12/2022 ellentaylor4445@gmail.com	6051 10 th Street 813-723-9661	2024	-A/L(2)

CONSENT ITEMS 3.2

Amendment #1 to Jones Edmunds Agreement JE 23-03 Reclaim Interconnect

Issue:

Amendment #1 to Jones Edmunds Agreement JE 23-03 Reclaim Interconnect with Pasco

Background:

This amendment is an adjustment to the language describing the project. The SWFWMD requested a different language structure prior to their approval.

Attachment(s):

1. 2022-12-20-PECON-Zephyrhills-35-18-03-TA23-03-Amend01
2. JE 23-03 Reclaim Water to Abbott Square and Pasco County

Fiscal Impact:

None

Staff Recommendation:

Recommended by staff to the City Council to approve Amendment #1 to Jones Edmunds agreement JE 23-03

AMENDMENT NO. 1 to
City of Zephyrhills
Engineering Services Agreement RFP 35-18-03
Task Assignment JE-23-03
Pasco County/Abbott Square Reclaim Line
Engineer's Project Number 26110-052-01

This Amendment, by mutual agreement of the parties hereto, is made a part of the referenced Task Assignment dated October 10, 2022 by and between the City of Zephyrhills (City) and Jones Edmunds & Associates, Inc. (Consultant), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

To satisfy funding requirements, the "Background" section of Attachment 1, Scope of Services, of the referenced Task Assignment is hereby deleted and replaced with the following language:

BACKGROUND

The City of Zephyrhills intends to extend their existing reclaimed water (RCW) system from its existing location at the corner of Highway 54 and Dairy Road further west, create an interconnect with the Pasco County reclaimed water system, and also to provide service to the Abbott Square development.

The project includes:

1. Installing approximately 11,600 linear feet (LF) of 12-inch polyvinylchloride (PVC) RCW piping starting at the corner of Highway 54 and Dairy Road, along the North County right-of-way (ROW) of Highway 54 (a.k.a. Eiland Boulevard), then including a separate portion turning north at Simons Road and terminating at the entrance of Abbott Square. Highway 54 is a Pasco County road and Simons Road is a City road. All pipelines shall be placed within existing ROW, and easements shall not be required or obtained.
2. Provisions will be made in the pipeline for connections to the existing Pasco County reclaimed water system near the corner of Highway 54 and Simons Road. Final connection to be in coordination with Pasco County. A separate line item will address the extension to serve Abbott Square.
3. All designs will comply with the City's standard design requirements unless modified for specific design purposes.

All other provisions of the original Task Assignment, including Attachment 2, Project Schedule and Attachment 4, Total Cost for Services, shall remain in effect unless subsequently changed in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment upon the terms and conditions stated herein, effective as of the date of the last signature shown below.

City: City of Zephyrhills	Consultant: Jones Edmunds & Associates, Inc.
By: _____	By: <u>Stanley F. Ferreira, Jr.</u> Stanley F. Ferreira, Jr. (Dec 20, 2022 10:31 EST)
Name: _____	Name: Stanley F. Ferreira, Jr., PE
Title: _____	Title: President & CEO
Date: _____	Date: Dec 20, 2022

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THE CITY OF ZEPHYRHILLS, FLORIDA
EXHIBIT F – TASK ASSIGNMENT JE 23-03
PASCO COUNTY/ABBOTT SQUARE RECLAIM LINE

1 PURPOSE

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

2 METHODS OF COMPENSATION

Payment shall be in accordance with the June 11, 2018 Contract. Compensation for all services, materials, supplies, training, and any other items or requirements necessary to complete the work as described herein shall be on a lump-sum basis as identified below and shall not exceed Two Hundred Twenty-Three Thousand Ninety Dollars (\$223,090) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment amendment.

3 STANDARD OF CARE

The CONSULTANT agrees that the plans, permits, and studies produced under this Task Assignment are produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4 PROCESS

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

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

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

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

ATTACHMENT 1—SCOPE OF SERVICES

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, the CITY and CONSULTANT agree, by signature, to the details negotiated in this Task Assignment.

PASCO COUNTY/ABBOTT SQUARE RECLAIM LINE

BACKGROUND

The City of Zephyrhills intends to extend their existing reclaimed water (RCW) system from its existing location at the corner of Highway 54 and Dairy Road further west, create an interconnect with the Pasco County reclaimed water system, and specifically to provide service to the Abbott Square development.

The project includes:

1. Installing approximately 11,600 linear feet (LF) of 12-inch polyvinylchloride (PVC) RCW piping starting at the corner of Highway 54 and Dairy Road, along the North County right-of-way (ROW) of Highway 54 (a.k.a. Eiland Boulevard), turning north at Simons Road and terminating at the entrance of Abbott Square. Highway 54 are Pasco County-owned road and Simons Road is a city road. All pipelines shall be placed within existing ROW, and easements shall not be required or obtained.
2. Provisions will be made in the pipeline for future connections to the existing Pasco County reclaimed water system near the corner of Highway 54 and Simons Road.
3. All designs will comply with the CITY's standard design requirements unless modified for specific design purposes.

SCOPE OF WORK

The Scope of Work includes survey, preliminary and final design, and bidding and construction-phase services as described below.

TASK 1 – PROFESSIONAL LAND SURVEYING SERVICES

The CONSULTANT will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed RCW main extension route in support of the RCW main design. Route survey corridors will be limited to the right-of-way to right-of-way. A description of the typical services to be provided are listed below.

The topographic/location survey will include:

- All above-grade utilities and structures, fencing, piping, roads, driveways, sidewalks, stormwater structures, power poles, panels, posts, trees, scrubs, valve boxes, water meters, curbs, tree lines, etc., within the survey limits.

- Edge-of-pavement, ground-surface, and top-of-improved-surface (e.g., roads, driveways, sidewalks, stormwater structures, valve boxes) elevations. Ground-surface elevations will be surveyed at an interval, as required, not exceeding 100 feet.
- Rim and invert elevations of any stormwater structures, including diameters, materials, and invert elevations of connecting pipes.
- Locations of buried utilities as marked by the utility providers. The surveyor will review records and contact all utility providers to have their utilities marked. The survey will include the locations and the utility owners' contact information. The surveyor's work will be limited to Subsurface Utilities Engineering (SUE) Quality Levels D and C.
- The location, owner, and owner's contact information for each property encountered.

The CONSULTANT will coordinate with the CITY regarding the vertical and horizontal controls used for the survey. The survey will be used as the base map for the design drawings.

Deliverables: The CONSULTANT will provide the CITY with an electronic copy of the survey signed and sealed by the PLS (Adobe Acrobat format and AutoCAD format).

TASK 2 – GEOTECHNICAL SERVICES

The CONSULTANT will authorize a professional geotechnical engineer subconsultant for this project. The geotechnical engineering subconsultant will provide a geotechnical report summarizing the apparent seasonal high water table, soils classification (AASHTO), recommended trench construction, recommended subgrade preparation, and minimum compaction densities to be used for design. The total number of assumed borings, based on horizontal directional drills expected at major road crossings, is 3.

Deliverables: The CONSULTANT will provide the CITY with an electronic copy of the geotechnical report signed and sealed by the geotechnical engineer (Adobe Acrobat format).

TASK 3 – PERMITTING ASSISTANCE

The CONSULTANT will conduct pre-application meetings with Pasco County to determine any specific design criteria, type of permits required, and permit application review fees. The CONSULTANT is currently unaware of any required permits other than those identified below. Any required permitting identified during this pre-application process will be reported to the CITY and addressed as part of a contract amendment if required.

PASCO COUNTY RIGHT-OF-WAY USE PERMIT

This project will require a Pasco County Right-of-Way Use Permit. The CONSULTANT will:

- Prepare the Pasco County Right-of-Way Use Permit form and the associated permit application package, including figures, cross sections, and maps.
- Respond to up to one Request for Additional Information (RAI) from the County.

The CITY will pay the permit fees associated with the Pasco County Right-of-Way Use Permit.

Deliverables: The CONSULTANT will submit one electronic copy in Adobe Acrobat format of the draft permit application package to the CITY for review and one paper copy of the final permit application package to the CITY for signature. The CONSULTANT will collect the

signed permit application package from the CITY and submit the application to Pasco County. The CONSULTANT will provide the CITY one electronic copy in Adobe Acrobat format of the fully-executed permit-application package.

TASK 4 – 30% DESIGN

The CONSULTANT will furnish the labor, materials, and equipment necessary to develop a 30% design. The design will establish the requirements of and elements to be included in the final design. For this task, the CONSULTANT will:

- Attend a kickoff meeting with the CITY to discuss critical success factors, project elements and objectives, schedule, contacts, lines of communication, and general information regarding the CITY's RCW system extension. The CONSULTANT will distribute electronic copies of the kickoff meeting minutes to meeting attendees by e-mail only.
- Recommend to the CITY any additional easements (temporary or permanent) required for the project.
- Perform hydraulic calculations as required to establish the expected pressures and flows at planned connections to the RCW system extension. The CITY will provide the CONSULTANT with the available data on the existing RCW system including the available pressures and flows at the connection point to the existing RCW system and projected flow demands for future RCW users along this extension.
- Develop 30% drawings of the proposed reclaimed water main (RCM) route. Provide narrative of details of proposed connections, routing requirements, and proposed design elements (e.g., piping and valves).
- Develop a preliminary opinion of probable construction cost.
- Develop a list of technical specifications to be included in the Design Documents.

30% DESIGN SUBMITTAL

The 30% Design will include the items listed above and will be submitted to the CITY for review and comment. The CONSULTANT will coordinate a 30% review meeting with the CITY. Mutually agreed upon comments will be incorporated into the 90% Design.

Deliverables: The CONSULTANT will submit one electronic copy of the 30% Design to the CITY in Adobe Acrobat format.

TASK 5 – 90% DESIGN

The CONSULTANT will furnish the labor, materials, and equipment necessary to develop the Construction Drawings, Technical Specifications, and an opinion of probable construction cost.

The drawings will consist of General and Civil Drawings. Attachment 1 presents the preliminary drawing list used as a basis for the fee estimate. The CONSULTANT's standard details and presentation will be used and will maintain compliance with the CITY's Utility Standards.

The CONSULTANT will use its standard Construction Standards Institute 16-division format front-end documents and technical specifications for this project. The CONSULTANT will customize its technical specifications based on comments from the CITY.

90% DESIGN SUBMITTAL

The CONSULTANT will submit the 90% Design Submittal to the CITY for review and comment. The 90% Design Submittal will present the CONSULTANT's proposed complete design pending the CITY's comments and will include drawings, front-end documents (based on CITY standards), technical specifications, an updated opinion of probable construction cost, and draft permit application packages.

The CONSULTANT assumes that the CITY will need 2 weeks to review the submittal package. The CONSULTANT will participate in a review meeting at the CITY's office to discuss and obtain the CITY's comments. The Scope of Work assumes that the CITY will have only minor comments to incorporate for the Final Design Submittal. The CONSULTANT will incorporate into the documents the CITY's comments agreed to at the meeting. Subsequently, the CITY and CONSULTANT project managers will resolve any unresolved comments.

Deliverables: The CONSULTANT will provide to the CITY one electronic copy (Adobe Acrobat format) of the items indicated above for the 90% Design Submittal. The CONSULTANT will distribute electronic copies of the design review meeting minutes to meeting attendees by e-mail only. The meeting minutes will include the disposition of the CITY's comments.

TASK 6 – FINAL DESIGN

The CONSULTANT will furnish the labor, materials, and equipment necessary to develop the drawings, technical specifications, and an opinion of probable construction cost.

The drawings and specifications will comply with the same criteria as defined under Task 5 (90% Design submittal).

FINAL DESIGN SUBMITTAL

After the 90% design review meeting, the CONSULTANT will incorporate the CITY's review comments into the Final Design Submittal and issue the Final Design Submittal. The Final Design Submittal will include the drawings, front-end documents, technical specifications, a final opinion of probable construction cost, and permit application package(s) for the CITY's signature.

Deliverables: The CONSULTANT will provide to the CITY five paper copies signed and sealed and one electronic copy on CD (Adobe Acrobat format) of the items indicated above. Three drawing sets will be half-size (11-x-17-inch) and two drawing sets will be full-size (22-x-34-inch).

TASK 7 – BIDDING SERVICES

BIDDING SERVICES

To assist the CITY during a proposed 60-day bidding and award process for the project, the CONSULTANT will:

- Provide electronic Bid Documents in Adobe Acrobat format to the CITY. The CITY will advertise the project; print, sell, distribute, and maintain distribution records of Bid Documents to the prospective bidders; and correspond with prospective bidders.
- Assist with one addendum to the Contract Documents, if required. The CITY will collect verbal and written questions from prospective bidders and decide if issuing an addendum is required. The CONSULTANT will distribute responses to bidders' questions to the CITY electronically for the CITY to incorporate into the addendum. The CITY will prepare the addendum and distribute copies to the prospective bidders.
- Attend one pre-bid meeting with prospective bidders. The CITY will direct the meeting and develop and issue any minutes or addenda associated with the pre-bid meeting.
- The CONSULTANT will review the bids received, prepare a bid tabulation, investigate the apparent low bidder's history, and develop a letter of bid evaluation.

TASK 8 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

A 13-month construction schedule is proposed for this project. The schedule consists of a 3-month submittal and material acquisition period followed by 10 months of on-site activities. This approach will reduce the likelihood of delays during on-site construction activities. Construction-phase services are based on this 13-month construction schedule.

Construction administration is the office support required to complete the project and includes work items necessary to maintain the project's performance. The CONSULTANT will provide the following limited construction-administration services:

- Receive, log, review, and issue comments for Requests for Information (RFI).
- Prepare, log, and issue Construction Field Orders (CFO), as requested by the CITY.
- Prepare, log, and issue responses to Proposed Contract Modifications (PCM).
- Review PCMs for conformance with the Contract Documents and make recommendations.
- Prepare, log, and issue Change Orders (CO).
- Prepare, log, and issue Notices of Non-Compliance.
- Attend up to nine monthly on-site construction progress meetings.
- Prepare agendas, sign-in sheets, and meeting minutes and distribute meeting minutes associated with the progress meetings to the Contractor and the CITY electronically.
- Receive, review, and file field correspondence.
- Coordinate construction activities and issues with the CITY's Inspector.
- Assist the CITY in reviewing pay applications.
- Set up and maintain project files. Files may include miscellaneous letters/emails, submittals, RFIs, pay applications, meeting minutes, CFOs, PCMs, COs, Notices of Non-Compliance, submittals, review of Contractor-supplied Operation and Maintenance (O&M) manuals, warranties, punch lists, and testing results.

SUBMITTAL REVIEW

The CONSULTANT will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project warranties, samples, and O&M manuals. The CONSULTANT expects 20 submittals for this project. This

Scope of Services includes an initial review and one resubmittal review for the expected submittals. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms.

LIMITED CONSTRUCTION OBSERVATION

The CONSULTANT will provide a Resident Project Representative (RPR) during the 9-month period when on-site construction activities occur. The duties of the RPR will include:

- Visit the site not more than 2 days (8 hours per day) per week during on-site construction activities (up to 390 hours total) to assist the CITY in observing the Contractor's work and assist the CITY in monitoring that construction is being completed in accordance with the Contract Documents.
- Document testing, including coordinating with the Contractor in advance of scheduled tests.
- Take progress photographs to document construction progress.
- Work in partnership with the CITY to prepare an observation report after each on-site visit and record weather conditions, the day's activities, decisions, and other general observations.
- Confirm that materials delivered to the site are consistent with submitted materials.
- Report when clarifications and interpretations of the Contract Documents are necessary.

The CITY will provide the remaining full-time (as necessary) Construction Inspector to provide daily observation of the Contractor's work, including all RPR tasks described above. In addition to the tasks above, the CITY's Construction Inspector will track quantities placed, including stored materials, and verify the quantities billed on monthly pay applications. The CITY will submit daily observation reports and progress photographs to the CONSULTANT weekly.

CONTRACT CLOSEOUT SERVICES

When the Contractor notifies the CITY/CONSULTANT that the project is Substantially Complete, the CONSULTANT will begin contract closeout, which includes:

- Conduct a Substantial Completion site visit with the CITY and the Contractor, and provide a punch list (an initial list of items to be corrected or completed) to the Contractor and the CITY.
- Issue a Certificate of Substantial Completion to the CITY and the Contractor for signatures, with the final punch list attached.
- Conduct a Final Completion site visit with the CITY and the Contractor and document any remaining deficiencies.
- Assist the CITY with preparing, reviewing, and executing final documentation required by the Contract Documents for Final Completion.
- Coordinate closeout of the Pasco County Right-of-Way Use permit.
- Review the Contractor's provided as-built Construction Drawings and CAD-based Record Drawings. This Scope of Services includes two reviews of the Record Drawings.

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- This Scope of Work does not include permitting services other than those described herein.
- This Scope of Work is for work within Pasco County ROW.
- A pipe size of 12 inches for the RWM has been selected by the CITY.
- This project will not require design or permitting of stormwater systems.
- The project will not require modifications to existing roads.
- This project will not impact any wetlands based upon the assumed route. If any wetlands are identified during field investigations, the CITY will be notified immediately. The CONSULTANT will provide any additional design services as required through a modification to this Scope of Work.
- Wetland mitigation, design, and permitting are excluded from this Scope of Work.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Work.
- This project will not require any coordination between the CONSULTANT and the CITY's or Pasco County's land-development department(s).
- RAIs from permitting agencies shall not result in changes to the pipeline route/alignment or construction methods.
- The CITY will acquire all required easements/properties, legal descriptions, and official boundary surveys. The CONSULTANT has not included any professional services related to these activities in this Scope of Work.
- The CITY has selected SUE Quality Level C and D surveys for this project. The quality levels are defined in the Standard Guideline for Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-02. The design documents will be based on the information acquired from the CITY's selected SUE quality level. If SUE Quality Levels A or B are necessary during design to avoid utility conflicts, then the CONSULTANT will provide the additional SUE services through a modification to this Scope of Work.
- If redesign is necessary because of differences between surveyed and actual conditions, the CONSULTANT will provide such redesign services through a modification to this Scope of Work.
- The construction-phase services outlined in this Scope of Services assume that the CITY will provide an on-site Construction Inspector during construction during those times when the CONSULTANT is not on site.

ATTACHMENT 1—PRELIMINARY DRAWING LIST

DWG	TITLE
G-1	COVER SHEET
G-2	DRAWING INDEX AND DESIGNATION
G-3	ABBREVIATIONS
G-4	GENERAL NOTES
G-5	CIVIL AND MECHANICAL LEGENDS AND PIPE SCHEDULE
G-6	KEY MAP
C-1	RCM PLAN
C-2	RCM PLAN
C-3	RCM PLAN
C-4	RCM PLAN
C-5	RCM PLAN
C-6	RCM PLAN
C-7	RCM PLAN
C-8	RCM PLAN
C-9	RCM PLAN
C-10	RCM PLAN
C-11	RCM PLAN
C-12	RCM PLAN
C-13	RCM PLAN
C-14	RCM PLAN
C-15	RCM PLAN
C-16	RCM PLAN
C-17	RCM PLAN
C-18	RCM PLAN
C-19	DETAILS
C-20	DETAILS
C-21	DETAILS
C-22	DETAILS
C-23	STORMWATER POLLUTION PREVENTION PLAN NOTES
C-24	STORMWATER POLLUTION PREVENTION PLAN DETAILS
C-25	SUGGESTED MOT PLAN

ATTACHMENT 2—PROJECT SCHEDULE

This Task Assignment shall proceed upon a schedule mutually agreed to by the CITY and CONSULTANT following Notice to Proceed and continue until the Scope of Work is completed and accepted by the CITY. An anticipated schedule is provided below. If the schedule is altered because of unforeseen delays (including extended CITY reviews), the CONSULTANT shall notify the CITY's Project Manager immediately and a mutually agreeable revised schedule will be established. Please note that the schedule assumes survey is received within 60 days of NTP. If survey is delayed, additional submittal milestones may be affected.

Milestone	Activity Duration	Days from NTP
DESIGN		
Survey	60	60
Submit Draft 30% Review Submittal Package	50	110
Receive CITY's 30% Comments	10	120
Submit Final 30%	7	127
Submit 90% Design Submittal Package	50	177
Receive CITY's 90% Review Comments	14	191
Submit Final Design Submittal Package	30	221
BIDDING		
CITY Prepares for Bid	30	251
CITY Receives Bids	30	281
CONSTRUCTION (Not Included in this Scope)		
CITY Awards Construction Contract	30	311
CITY Issues Construction Notice to Proceed	5	316
CITY Issues Construction Substantial Completion	330	646
CITY Issues Construction Final Completion	30	676
CITY Closes Out Contract	20	696

ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

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

The following is a list of proposed team members for this project. Any changes to the proposed project team will be coordinated in advance with the CITY’s Project Manager.

Name	Title	Responsibility
Michael Clark, PE	Senior Engineer	Client Services Manager
John Horvath, PE	Senior Engineer	Senior QAQC
Ken Fraser, PE	Project Engineer	Task Manager and Project Engineer
Gregg Fruecht	Senior Technician	Bidding Services Task Leader

ATTACHMENT 4—TOTAL COST FOR SERVICES

Based on the Scope of Work described in Attachment 1, the CITY will compensate the CONSULTANT on a lump-sum fee (time and materials for ESDC), percent-complete basis as follows:

Task	Labor	Expenses	Subconsultant	Total
Provide PLS Services	\$2,160		\$32,000	\$34,160
Provide Geotechnical Services	\$1,305		\$5,000	\$6,305
Provide Permitting Assistance	\$15,670	\$500		\$16,170
Develop Basis of Design and 30% Design	\$41,630	\$2,350		\$43,980
Prepare 90% Design	\$25,580	\$1,700		\$27,280
Prepare Final Design	\$11,490	\$800		\$12,290
Provide Bidding Services	\$11,305	\$2,700		\$14,005
ESDC (T&M)	\$66,650	\$3000		\$68,900
Total	\$175,040	\$11,050	\$37,000	\$223,090

ATTACHMENT 5—TRUTH IN NEGOTIATION CERTIFICATE

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

DATED this 4th day of October 2022.

By: [Signature]
Stanley F. Ferreira, Jr., PE
President and CEO
(affiant's signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

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

SWORN TO AND SUBSCRIBED before me on this 4th day of October, 2022, by Stanley F. Ferreira, Jr., PE. He is personally known to me.

Kathy M. Mercer-Miller
Kathy M. Mercer-Miller
COMMISSION SEAL/NUMBER:



SIGNATURE

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

OWNER:

The City of Zephyrhills, FL

By: [Signature]
Council President

Date Approved: 10-10-22

ATTEST:

By: [Signature]
Lori Hillman, City Clerk

Date: 10-14-22

CONSULTANT:

Jones Edmunds & Associates, Inc.

By: [Signature]
Stanley F. Ferreira, Jr., PE
President and CEO

Blechnar 10.1.22

ATTEST:

By: [Signature]
Kathy M. Mercer-Miller, Contracts Specialist

CONSENT ITEMS 3.3

Approval to Piggyback upon the GenServe Inc. Agreement with Palm Bay for Generator Maintenance and Repair - 41-23-01

Issue:

Approval to piggyback upon the GenServe Inc. agreement with Palm Bay for Generator Maintenance and Repair

Background:

GenServe is another company we would like to use for the repair and maintenance of the City's generators.

Attachment(s):

1. 26-0-2022 Attachment A List of Emergency Generators 3.7.22
2. 26-0-2022 Attachment B Major Maintenance & Inspection
3. 26-0-2022 Attachment C Minor Maintenance & Inspection
4. 26-0-2022 REVISED Attachment D Price Sheet
5. EXECUTED CONTRACT - 26-0-2022 Emergency Gene_001
6. GenServe Gen MaintRepairs Agreement 12-22

Fiscal Impact:

Generator maintenance and repairs are currently included in the FY23 budget. Cost should be no greater than \$50,000.

Staff Recommendation:

It is the recommendation of staff to the City Council to approve the piggyback agreement with GenServe Inc. for Generator Maintenance and Repairs.

Attachment A Listing of Emergency Generators

Facilities and Building Department Locations

TABLE 1 Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MFG	MODEL #	SERIAL #	TYPE
1	Police	400 KW	CATERPILLER	SR 4	6DA02263	DIESEL
	Police Department – 130 Malabar Rd SE ENG. & TRANSFER SWITCHES (4), DAY TANK					
2	Police East	75 KW	TRADEWINDS POWER CORP	TP 80	25284	DIESEL
	Police – East District – 1575 Main Street NE ENG. & TRANSFER SWITCH					
3	EOC	100 KW	OLYMPIAN	D100P1	OLY00000VNP00784	DIESEL
	Fire Headquarters / Emergency Operation Center – 899 Carlyle Ave SE ENG. & TRANSFER SWITCH					
4	Fire Station #1	150 KW	MTU Onsite Energy	431 PSL 6224-1	MX 174405	DIESEL
	Fire Station #1 – 1201 Port Malabar Blvd NE ENG. & TRANSFER SWITCH					
5	Fire Station #2	80 KW	CATERPILLAR	D80-8	CAT00C44TCN600729	DIESEL
	Fire Station #2 – 150 Malabar Rd SE ENG. & TRANSFER SWITCH					
6	Fire Station #3	60 KW	CATERPILLAR	D60-4LC	CAT00C44VCN400568	DIESEL
	Fire Station #3 – 790 Jupiter Blvd NE ENG. & TRANSFER, DAY TANK					
7	Fire Station #4	40 KW	CATERPILLAR	D40-2LC	CAT00C44TMZT00229	DIESEL
	Fire Station #4 – 1200 San Filippo Dr SE ENG. & TRANSFER SWITCH					
8	Fire Station #5	40 KW	CATERPILLAR	D100-85	CAT00C44CN601032	Diesel
	Fire Station #5 – 1525 Foundation Park Blvd SE ENG. & TRANSFER SWITCH					
9	Fleet Services #1 (Public Works)	40 KW	DAYTON	4LM43	3086249	LP GAS
	Fleet Services – 1050 Malabar Rd SW ENG. & TRANSFER SWITCH					
10	Fleet Services #2 (Public Works-Traffic Ops)	10-40 KW	GENERAC	00521-41	4398978	LP GAS
	Fleet Services Traffic Ops– 1750 Main Street NE ENG. & TRANSFER SWITCH					
11	City Hall	500 KW	TRITON	HP-510	6113590	DIESEL
	City Hall – 120 Malabar Rd SE ENG. & TRANSFER SWITCH					
12	Parks & Facilities #1	125 KW	INGERSOL-RAND	G125	4FVGPCB27U89586	DIESEL
	Parks & Facilities – 1150 DeGroodt Rd SW Tow-behind					
13	Parks & Facilities	125 KW	INGERSOL-RAND	G125	4FVGPCB48U390367	DIESEL
	Parks & Facilities – 1150 DeGroodt Rd SW Tow-behind					
14	Ted Whitlock CC	200 kw	ENERMAX	FP225TSX	19 589693	DIESEL
	Parks & Recreation – 1951 Malabar Rd NW ENG. & TRANSFER SWITCH					

Table 2 Line item listed below has 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MFG	MODEL #	SERIAL #	TYPE
15	Building	200 KW	ENERMAX	FP225TSX	19 58693	DIESEL
	Building – 190 Malabar Rd SW #105 Portable #4163					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 1 of 3

TABLE 3 Line items listed below have 3 minors and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
16	SRWTP – 250 Osmosis Dr SE Bldg B	1250 KW	CUMMINS	KTA50	B050745847	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 4000 GALLON FUEL CAPACITY					
17	WWTP – 1105 Clearmont St NE - Bldg F	750 KW	CATERPILLAR	SR4B	DWB02501	DIESEL
	WASTEWATER TREATMENT PLANT ENG. & TRANSFER SWITCH W / GALLON FUEL CAPACITY					
18	WTP – 1105 Clearmont St NE Bldg H	300 KW	CATERPILLER	SR 4	9FF0805	DIESEL
	WATER PLANT ENG. & TRANSFER SWITCH & DAY TANK W/ 2000 GALLON FUEL CAPACITY					
19	WRF – 1080 Clearmont St NE	350 KW	CATERPILLER	LC6	G6B00684	DIESEL
	WATER RECLAMATION FACILITY ENG. & TRANSFER SWITCH & DAY TANK W/ 4000 GALLON FUEL CAPACITY					
20	REPUMP – 645 Nash St NE	350 KW	CATERPILLER	SR 4	2WD01184	DIESEL
	RE-PUMP STATION ENG. & TRANSFER SWITCH & DAY TANK W/2000 GALLON FUEL CAPACITY					

TABLE 4 Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
21	SRADM 1 – 250 Osmosis Dr SE - Bldg A	125 KW	CUMMINS	DGDK	A0507395069	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 300 GALLON FUEL CAPACITY					
22	SRWTP – 250 Osmosis Dr SE Bldg B	100 KW	CUMMINS	DGDB	4646216X	DIESEL
	SOUTH REGION WATER TREATMENT PLANT W/ 300 GALLON FUEL CAPACITY					
23	FIELD OPS – 1105 Clearmont St NE - Bldg A	40 KW	BALDOR	IDLC40-JD	M05H083542-03	DIESEL
	ADMINISTRATION BLDG ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
24	6309 – 1105 Clearmont St NE Bldg K	100 KW	KATO LIGHT	D105FRJ4	648 211 89839-0503	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
25	6368 – 1105 Clearmont St NE -Bldg K	60 KW	DMT	60C-2	95-7860-2	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
26	6369 – 1105 Clearmont St NE -Bldg K	60 KW	DMT	60C-2	95-7860-3	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
27	6370 – 1105 Clearmont St NE - Bldg K	60 KW	DMT	60C-2	95-7860-1	DIESEL
	HEAVY EQUIPMENT WAREHOUSE - PORTABLE UNIT					
28	6961 – 1105 Clearmont St NE	60 KW	Lynx	60SD	1085D1942	DIESEL
	PORTABLE UNIT					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 2 of 3

TABLE 4 contd Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
29	Well ASR & 15	100 KW	TAYLOR POWER SYSTEM	DS100	18020	DIESEL
	ASR & WELL 15 ENG. & TRANSFER SWITCHS (2) W/ 300 GALLON FUEL CAPACITY					
30	WELL F1 & I6	75 KW	TAYLOR POWER SYSTEM	DS75	18019	DIESEL
	WELLS F1 & 16 ENG. & TRANSFER SWITCHS (2) W/ 300 GALLON FUEL CAPACITY					
31	WELL 10	50 KW	BALDOR	IDLC 50-JD	PE4045T407720	DIESEL
	WELL 10 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
32	WELL 11	40 KW	BALDOR	IDLC 40-JD	P06090700001	DIESEL
	WELL 11 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
33	WELL 13	40 KW	BALDOR	IDLC 40-JD	PE4045D368453	DIESEL
	WELL 13 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
34	WELL 18	75 KW	TAYLOR POWER SYSTEM	DS75	18361	DIESEL
	WELL 18 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
35	WELL 30	50KW	BALDOR	IDLC 50-JD	P0607130002	DIESEL
	WELL 30 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
36	WELL 50	75 KW	TAYLOR POWER SYSTEM	DS75	18362	DIESEL
	WELL 50 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
37	WELL 55	75 KW	TAYLOR POWER SYSTEM	DS75	18363	DIESEL
	WELL 55 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
38	WELL 56	40 KW	BALDOR	IDLC 40-JD	PE4045D375635	DIESEL
	WELL 56 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
39	LS-09	100	BALDOR	IDLC100-JD2	P0611140003	DIESEL
	LIFT STATION 09 – ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
40	LS 13	125 KW	BALDOR	IDLC 125-JD	P0611140003	DIESEL
	LIFT STATION 13 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
41	LS 20	60 KW	TRADEWIND	TP60	23423	DIESEL
	LIFT STATION 20 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
42	LS-27	40 KW	TRADEWIND	TI40	24108	DIESEL
	LIFT STATION 27 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
43	LS-41	125 KW	BALDOR	IDLC 125-JD	P0611140002	DIESEL
	LIFT STATION 41 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					

Attachment A
Listing of Emergency Generators

Utilities Department Locations – Page 3 of 3

Line items listed below have 1 minor and 1 major PM / annually.

Line #	UNIT NAME	SIZE	MANF.	MODEL	SERIAL	TYPE
44	LS-42	100 KW	BALDOR	IDLC 100-JD	PE6068T384268	DIESEL
	LIFT STATION 42 ENG. & TRANSFER SWITCH W/ 720 GALLON FUEL CAPACITY					
45	LS-45	125 KW	BALDOR	IDLC 125-3JU	P1207160002	DIESEL
	LIFT STATION 45 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
46	LS-47	40 KW	BALDOR	IDLC 40-JD	X05F230191	DIESEL
	LIFT STATION 47 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
47	LS 48	40 KW	BALDOR	APD-ULI40	L327885	DIESEL
	LIFT STATION 48 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
48	LS-50	40 KW	TRADEWIND	TI40	24093	DIESEL
	LIFT STATION 50 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
49	LS 67	125 KW	BALDOR	IDLC 125-JD	PE606T438283	DIESEL
	LIFT STATION 67 ENG. & TRANSFER SWITCH W/ 300 GALLON FUEL CAPACITY					
50	LS 70	80 KW	TRADEWIND	TP80	23421	DIESEL
	LIFT STATION 70 ENG & TRANSFER SWITCH W/ 410 GALLON FUEL CAPACITY					
51	LS 93	125 KW	BALDOR	IDLC 125	P0611140001	DIESEL
	LIFT STATION 93 ENG. & TRANSFER SWITCH W/ 500 GALLON FUEL CAPACITY					

Attachment B
MAJOR MAINTENANCE AND INSPECTIONS

LUBRICATING SYSTEM		GENERATOR:
Change engine oil (annually or 250 hrs.)		Clean rings & commutator
Change governor oil (where applicable)		Lubricate over speed switch
Change oil filter		Check diode heat sinks
Change oil in crankcase breather (where applicable)		Inspect rear bearing
		ENGINE RUNNING:
FUEL DELIVERY SYSTEM:		Test Low Oil Pressure safety – record seconds to shutdown
Lubricate day tank float switch & lubricate manual pump (where applicable)		Test High Engine Temp. safety – record seconds to shutdown
Replace fuel filters		Test Over speed safety – record seconds to shutdown
Lubricate carburetor and linkage (where applicable)		Check over crank time – record seconds to shutdown
Lubricate governor linkage		Check cycle crank time – record seconds of cranking – seconds to rest
Service/Replace air filters (where applicable)		Check pre-alarms (where applicable)
		EXHAUST SYSTEM:
IGNITION SYSTEM		Drain condensation, where possible
Replace plugs (where applicable)		Check and lubricate heat riser plate
Replace points (where applicable)		
Replace condenser (where applicable)		COOLING SYSTEM:
Replace rotor (where applicable)		Replace water filters (where applicable)
Inspect cap, replace as necessary (where applicable)		
Lube point cam (where applicable)		
Lube advance wick (where applicable)		BATTERY SPACE:
Lube upper and lower bearings		Check specific gravity and load test
Inspect and lube mechanical advance (where applicable)		Replace 9 volt battery on ATS exerciser
Set timing		
Inspect wiring		
TRANSFER SWITCH		ACCESSORIES
Inspect and clean all mechanical contacts in transfer switch, noting any excessive arcing of any kind. This will pertain to generators using transfer switches.		Lubricate all hinges, door locks, and snap covers, etc.
Clean and lube mechanical timer		
Lube lock and door hinges		

Attachment C
MINOR MAINTENANCE AND INSPECTIONS
Page 1 of 2

LUBRICATING SYSTEM:		COOLING SYSTEM:
Check oil levels & add oil as necessary		Check for leaks
Inspect for oil leaks. Check and re-torque to manufacturer's specifications		Check coolant level. Add if necessary
Check condition of lube oil hoses & connections		Test coolant PH and add long-life anti-freeze, as necessary
Check governor oil level & add oil as necessary (where applicable)		Check all belts for cracks or wear. Replace as necessary
Check oil base heater and adjust if necessary		Check all belts for proper tension. Adjust as necessary
Inspect engine breather. Clean & remove any oil residue, dust, dirt, or other restrictions		Check condition of water hose & clamps
Check inspection pump oil level & add oil if necessary (where applicable)		Check of leakage. Repairs leaks
Start engine, check oil pressure		Check water filter, and replace water filter elements annually or as needed,
Check engine oil stick for water or residue		Pressure test radiator and cap
Check turbo charger for oil leaks (where applicable)		Check water pumps for leaks and bearing noise
Check front and rear crank shaft seals for oil leaks		Check fan & radiator for physical damage, obstruction & leaks
Check equipment hour meter for hours of operation and to check see if it exceeds 250 hours limit for oil change		Verify the temperature gauge is reading the correct temperature using infrared device.
		Check operation of coolant heater & block heater and switch
FUEL DELIVERY SYSTEM:		Drain and replace anti-freeze, when required
Inspect fuel lines, hoses, connections, clamps, injectors/carburetors, injection pumps, and priming pumps, etc. for leaks. Correct as needed.		
Check operation of day tank (where applicable)		AIR SYSTEM
Drain water from fuel traps (where applicable)		Check air cleaner (dry type)
Drain water from day strainer (where applicable)		Check and service oil bath air cleaner as needed (where applicable)
Clean sediment bowl (where applicable)		Check air hose and connections (where applicable)
Check fuel for water		
Inspect fuel filter. Change filter as necessary		
Check fuel pressure with manufacturer's specification		EXHAUST SYSTEM
Check fuel tank level indicator operation		Inspect entire exhaust system
Check fuel transfer pump operation		Check rain cap for leaks & operation
Check fuel tank operation anti-siphon valve for proper operation		Inspect the manifold connection for leaks. Re-torque as necessary

Attachment C
MINOR MAINTENANCE AND INSPECTIONS
Page 2 of 2

ELECTRICAL SYSTEM		TRANSFER SWITCH
Check battery fluid. Correct if necessary		Check all wiring
Check battery specific gravity. Correct if necessary		Inspect to assure all supply and load lines are tight
Check battery trickle charger. Record rate		Check for proper mechanical operation of the transfer mechanism
Check battery voltage drop/starting		Note setting on timers and assure they are proper for the operation
Check battery connections. Clean and tighten if necessary		Verify phase relays drop out and pick up, traditionally drop out at 70%, and pick up at 90% of rated voltage. Adjust if necessary
Check starting ability: _____ Amps		Attach calibration tag with date
Check for loose load line connections, and emergency supply line connections		Inspect contacts for arcing
GENERATOR SETS		IGNITION SYSTEM:
Check slip rings		Inspect all wires
Check commutator		Check ammeter for discharging while cranking
Check brushes to insure they are free		Check ammeter for full charge at start-up
Check and record each phase volts, amps, and frequency.		
Check generator windings and armature for cleanliness		ENGINE SAFETY CONTROLS
Check automatic start-up		Check operations of all safety controls and emergency stops
Check generator grounding		
Adjust voltage regulator		ENGINE TEST- NO LOAD
Inspect generator wiring for fraying		Start engine and check operation. Adjust RPM if necessary
Check exciter belts for fraying or cracking		Observe oil pressure and record
Check generator mounting bolts for tightness. Re-torque as required		
Lubricate generator bearings, drive & joints		ENGINE TEST- WITH LOAD
Inspect for potential hazards resulting from vibration and/or pressure		Test run the generator with connected load energized for at least one (1) hour
Check for alternator vibration		Observe and record volts, amps, cycles, engine water temperature, engine lube oil pressure and battery charge rate
Inspect and torque (if necessary) all main supply, emergency supply, and load line connections		Shut down engine and return to normal automatic condition
Verify phase relay drop out and pickup points, adjust, if necessary		

Attachment D
***REVISED* Price Sheet**

PAGE 1 OF 3

Table 1: Facilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI	Major PMI	Load Bank
1	Police	\$170.00	\$490.00	\$625.00
2	Police East	\$127.50	\$297.50	\$465.00
3	EOC	\$127.50	\$392.50	\$487.50
4	Fire Station #1	\$127.50	\$377.50	\$500.00
5	Fire Station #2	\$127.50	\$355.00	\$465.00
6	Fire Station #3	\$127.50	\$340.00	\$455.00
7	Fire Station #4	\$127.50	\$315.00	\$445.00
8	Fire Station #5	\$127.50	\$340.00	\$445.00
9	Fleet Building F	\$127.50	\$200.00	\$445.00
10	Fleet Traffic Ops	\$127.50	\$145.00	\$437.50
11	City Hall	\$170.00	\$495.00	\$667.50
12	Parks & Facilities #1	\$132.25	\$370.00	\$475.00
13	Parks & Facilities #2	\$132.25	\$370.00	\$475.00
14	Recreation - Ted Whitlock	\$170.00	\$615.00	\$600.00
Facilities Subtotal Minors Lines 1-14		\$2,049.50		
Facilities Subtotal Majors Lines 1-14			\$5,437.50	

Facilities Grand Total (Minors & Majors) Lines 1-14 (A + B)	\$7,487.00
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Table 2: Building Dept. Location (See Attachment A for details): This location will have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI	Major PMI	Load Bank
15	Building Dept.	\$127.50	\$335.00	\$525.00
Building Dept. Subtotal Minors Line 15		\$127.50		
Building Dept. Subtotal Majors Line 15			\$335.00	

Building Dept. Grand Total (Minors & Majors)	\$462.50
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Company Name

REVISED* Price Sheet*PAGE 2 OF 3**

Table 3: Utilities Locations (See Attachment A for details): **These locations have 3 minors and 1 major annually.** Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C	Column D	Column E
Line #	Unit Name	Minor Qty	Minor PMI (each)	Minor PMI Total (A x B)	Major PMI	Load Bank
16	SRWTP – 2, Bldg B	3	\$170.00	\$510.00	\$1,282.50	\$1,135.00
17	WWTP – Bldg G	3	\$170.00	\$510.00	\$687.50	\$800.00
18	WTP – Bldg H	3	\$170.00	\$510.00	\$645.00	\$575.00
19	WRF	3	\$170.00	\$510.00	\$530.00	\$600.00
20	Repump - 645 Nash	3	\$170.00	\$510.00	\$460.00	\$600.00
Utilities Subtotal Minors Each Lines 16-20			\$850.00			
Utilities Subtotal Minors x 3 Lines 16-20				\$2,550.00		
Utilities Subtotal Majors Lines 16-20					\$3,605.00	

Utilities (3 Minors a year) Grand Total (Minors & Majors) Lines 16-20 (C + D)

\$7,005.00

Table 4: Utilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI (each)	Major PMI	Load Bank
21	SRADM – Bldg A	\$127.50	\$327.50	\$487.00
22	SRWTP 3 – Bldg B	\$127.50	\$327.50	\$475.00
23	Fields Ops – Bldg A	\$127.50	\$287.50	\$445.00
24	6309 – Bldg K	\$127.50	\$260.00	\$447.50
25	6368 – Bldg K	\$127.50	\$255.00	\$455.00
26	6369 – Bldg K	\$127.50	\$255.00	\$455.00
27	6370 – Bldg K	\$127.50	\$255.00	\$455.00
28	6961 – Bldg K	\$127.50	\$245.00	\$455.00
29	Well ASR & 15	\$127.50	\$350.00	\$475.00
30	Well F1 & 16	\$127.50	\$290.00	\$462.50
31	Well 10	\$127.50	\$287.50	\$450.00
32	Well 11	\$127.50	\$287.50	\$445.00
33	Well 13	\$127.50	\$287.50	\$445.00
34	Well 18	\$127.50	\$287.50	\$450.00
35	Well 30	\$127.50	\$290.00	\$462.50

Company Name

PAGE 3 OF 3

Table 4 Continued: Utilities Locations (See Attachment A for details): These locations have 1 minor and 1 major annually. Load bank testing will be scheduled as needed by City staff.

Attachment D
***REVISED* Price Sheet**

Emergency Generators Preventative
Maintenance Repairs

		Column A	Column B	Column C
Line #	Unit Name	Minor PMI (each)	Major PMI	Load Bank
36	Well 50	\$127.50	\$290.00	\$462.50
37	Well 55	\$127.50	\$287.50	\$445.00
38	Well 56	\$127.50	\$287.50	\$445.00
39	LS 09	\$127.50	\$310.00	\$475.00
40	LS 13	\$127.50	\$297.50	\$455.00
41	LS 20	\$127.50	\$272.50	\$445.00
42	LS 27	\$127.50	\$310.00	\$475.00
43	LS 41	\$127.50	\$310.00	\$475.00
44	LS 42	\$127.50	\$327.50	\$487.50
45	LS 45	\$127.50	\$287.50	\$445.00
46	LS 47	\$127.50	\$287.50	\$445.00
47	LS 48	\$127.50	\$272.50	\$445.00
48	LS 50	\$127.50	\$310.00	\$487.50
49	LS 67	\$127.50	\$297.50	\$465.00
50	LS 70	\$127.50	\$310.00	\$475.00
51	LS 93	\$170.00	\$472.50	\$557.50
52	6974 - 1105 Clearmont - Bldg K	\$127.50	\$255.00	\$455.00
Utilities (1 Minor a year) Subtotal Minors Lines 21-52		\$4,122.50		
Utilities Subtotal Majors Lines 21-52			\$9,005.00	

Utilities (1 Minor a year) Grand Total (Minors & Majors)	
Lines 21-52	\$13,127.50

City-Wide Grand Total (ALL Minors & Majors)	\$28,082.00
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Authorized Signature

Company Name

Printed Name & Title

Date

**SERVICE AGREEMENT FOR
IFB #26-0-2022/SZ, EMERGENCY GENERATORS - PREVENTATIVE
MAINTENANCE AND REPAIRS**

THIS AGREEMENT, made this 22 day of, April 2022, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and L.J. Power, Inc (FEIN 47-1048260), 345 West Drive, Unit #5, Melbourne, FL 32904, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- 1.1. Specifications and Contract Documents prepared by the City of Palm Bay, "IFB #26-0-2022/SZ, EMERGENCY GENERATORS - PREVENTATIVE MAINTENANCE AND REPAIRS" (Exhibit A).
- 1.2. Bid for the City of Palm Bay prepared by Contractor dated April 4, 2022 (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated April 22, 2022 and any attachments.
- C. Exhibit A
- D. Exhibit B

2. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation for Bid and amendments, if any, the Invitation for Bid and any amendments thereto being attached hereto as Exhibit "A" (CITY's Invitation for Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on May 1, 2022, and ending on April 30, 2023. This Agreement may, by mutual written assent of the parties,

be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

6. GENERAL CONDITIONS

6.1. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section 6.2.

6.2. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to

its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement.
2. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

6.3. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

6.4. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

Contractor understands and agrees that the City may immediately terminate this contract upon written notice if the Contractor is found to have submitted a false certification or any of the following occur with respect to the Contractor or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria

6.5. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

6.6. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- Contractor has not performed services on timely basis;
- Contractor has refused or failed to supply enough properly-skilled personnel;
- Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- Contractor has failed to fulfill representations made in this Agreement;
- Contractor has refused or failed to provide the Services as defined in this Agreement; or
- Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

1. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
2. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
3. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
4. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
5. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

6.7. WARRANTY

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation for Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

6.8. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section 20 - LIMITATION OF LIABILITY shall apply.

6.9. LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

6.10. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

- 6.10.1. Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained

by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

6.10.2. Automobile Liability:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

6.10.3. Umbrella / Excess Liability:

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy**

6.10.4. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.

Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

7. ACCEPTANCE

The City will be deemed to have accepted the Work after the Chief Procurement Officer is

notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

8. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

9. RIGHT TO AUDIT RECORDS

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

10. PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Procurement Department, 120 Malabar Road SE, Suite 200 Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

11. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

12. INFORMATION

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

13. EXTRA WORK

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Procurement department before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

14. FAMILIARITY WITH THE WORK

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

15. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

16. INDEPENDENT CONTRACTOR, ASSIGNMENT AND SUBCONTRACTS

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

17. INSPECTION AND NON-WAIVER

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

18. NOTICES

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor: Larry Davis
 L.J. Power, Inc
 345 West Drive, Unit #5
 Melbourne, FL 32904

To the City: Chief Procurement Officer
 City of Palm Bay
 120 Malabar Rd SE
 Palm Bay, FL 32907

Copy to: City Manager
 City of Palm Bay
 120 Malabar Rd SE
 Palm Bay, FL 32907

19. NO LIENS

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

20. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

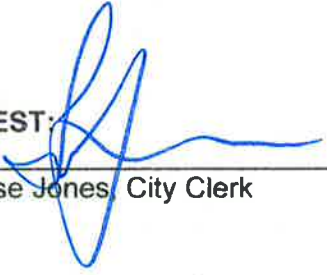
21. MISCELLANEOUS PROVISIONS

- 21.1.** The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- 21.2.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.
- 21.3.** The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.
- 21.4.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- 21.5.** The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- 21.6.** Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

- 21.7. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- 21.8. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- 21.9. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- 21.10. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 21.11. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

ATTEST:

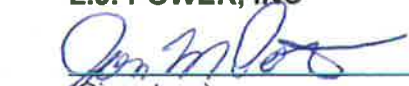

Terese Jones, City Clerk

CITY OF PALM BAY, FLORIDA


Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

4/22/2022
Date

L.J. POWER, INC


(Signature)

John Potts, VP Sales
Name and Title

LJ Power, Inc.
Company

4/20/22
Date

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

WHEREAS, GenServe Inc. 11950 NW 39th St. B, Coral Springs, FL 33065, a Florida Corporation (Contractor) entered into an agreement effective May 1, 2022, with the City of Palm Bay Florida, a political subdivision of the State of Florida, for Emergency Generators – Preventative Maintenance and Repairs (Agreement), procured pursuant to F. S. §287.057, Bid Number B210496ACN.

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

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the City of Palm Bay Florida for utilization of the same or similar services.

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which expires on April 30, 2023 and may be extended for four (4), twelve (12) month terms when mutually agreed upon by the parties.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

Contractor Legal Representative

Trisha Alyami 12/27/22
Signature Date

Trisha Alyami
Print Name

WITNESS

John Potts 12/27/2022
Signature Date

City of Zephyrhills

Jodi Wilkeson Date
City Council President

ATTEST

Lori L. Hillman Date
City Clerk

CONSENT ITEMS 3.4

Fuel Farm Rehab at City Yard - Guardian Fuel 25-23-01

Issue:

The Fuel Farm at the City Maintenance Facility originally installed in 2008 includes (1) 12,000 gallon unleaded and (1) 12,000 gallon diesel tank. The Fuel Farm is outdated and requires software upgrades, new pumps and maintenance to both the interior and exterior of the tanks. As this is a specialty type of service, only a limited number of vendors provide this type of service.

A solicit for sealed bids (Bid #11-22-12) was distributed with a bid deadline of December 12, 2022, no bids were received.

Guardian Fuel is the company whom performs our Fuel Farm maintenance, as they are familiar with our particular system. Guardian Fuel provided a proposal to perform this work prior to soliciting bids and assisted the City with the development of the specifications for our bid. Guardian Fuel recently updated their proposal on December 19, 2022.

Guardian Fuel did not submit a “formal” response. This was due to personnel being out of their office to sign the required documents who would not be back until January 2023.

As this is a specialty service and we received no bids, the Finance Department recommends a special exception to the normal bid process and consider a single source purchase for the Fuel Farm Rehab work.

The proposal from Guardian Fuel to perform this scope of work totals **\$83,031.13**

The Public Works Director recommends a 10% contingency be included for any unforeseen circumstances. **\$8,303.11**

Background:

The Fuel Farm at the City Maintenance Facility originally installed in 2008 includes (1) 12,000 gallon unleaded and (1) 12,000 gallon diesel tank. The Fuel Farm is outdated and requires software upgrades, new pumps and maintenance to both the interior and exterior of the tanks.

Attachment(s):

1. Agreement - Fuel Farm Rehab at City Yard - Guardian Fuel 25-23-01
2. Guardian Fuel Proposal dated 19DEC22
3. Fuel Farm Rehab Bid Package

Fiscal Impact:

Total not to exceed amount: \$91,334.24

FY22-23 Budget \$150,000

Staff Recommendation:

The Public Works Director and City Manager respectfully request the City Council's consideration to approve this purchase as presented.

FUEL FARM REHAB 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 GUARDIAN FUELING TECHNOLOGIES, LLC (hereinafter referred to as "CONTRACTOR"), whose address is 9452 Philips Highway, Suite 5, Jacksonville, FL 32256, and

WHEREAS, the City invited Contractor to bid to perform software upgrades, new pumps and maintenance to both the interior and exterior of the Fuel Farm tanks at the City Yard, 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: **CITY YARD FUEL FARM REHAB** as per the plans and specifications of City of Zephyrhills' Invitation to Bid Re: **BID NUMBER 11-22-12**. 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 11-22-12**.
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 upgrades, repair, and maintenance described in Article I, at the contract amount of not to exceed **\$91,334.24** which includes a 10% contingency and 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 **Thirty (30) Calendar Days** of material being onsite after said written order (Notice to Proceed).

- 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, 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 the City Yard Fuel Farm Rehab, 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 Dade City, 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 Dade City, 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, East Side. 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 the City Attorney:

Matthew E. Maggard, Esq.
Shumaker
13134 US Highway 301
Dade City, Florida 33525

As to Contractor:

Guardian Fueling Technologies
9452 Philips Highway, Suite 2

Jacksonville, FL 32256

9.7 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR 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 January, 2023.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Lori L. Hillman, City Clerk

By: _____
Jodi Wilkeson, Council President

GUARDIAN FUELING TECHNOLOGIES, LLC

By: _____
Witness

By: _____

By: _____
Witness

Printed Name: _____
Title: _____



To: **City Of Zephyrhills**
5335 8th Street
Zephyrhills, FL 33540
813-714-9922
tgill@ci.zephyrhills.fl.us
ATTN: **Tommy Gill**

Jacksonville, FL

Tampa, FL
Ft. Myers, FL
Ft. Lauderdale, FL
Pensacola, FL
Orlando, FL
Tallahassee, FL
Birmingham, AL
Savannah, GA
Atlanta, GA
Columbia, SC
Greensboro, NC
Raleigh, NC
Charlotte, NC
Knoxville, TN
Nashville, TN
Richmond, VA

CORPORATE OFFICE: 800-733-2945

guardianfueltech.com / getguardianconnect.com

Guardian Fueling Technologies provides layouts, installation, and service on all Liquid Handling Projects.
We are pleased to offer the following for your consideration

Site Address	Zephyrhills City Yard 39421 SOUTH AVENUE Zephyrhills, FL 33542	Quote #	TG10312965	PROJ		Sales Person	Tyler Gelling 904-718-8374 12/19/2022
		Job Name	Tank Cleaning/Repaint Tank	Date:			

****UNLESS NOTED BELOW, THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****
Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

General description of work to be performed:

GFT will mobilize to site and begin by cleaning the 24k AST split tank. Next, GFT will pressure wash tank and use degreaser to remove all Diesel residue on tank. Then, GFT will begin repainting all 2" & 3" product piping going from dispensers to STP. STP's will also be repainted red. GFT will then repaint 24k AST and remove all rust from tank. Tank will receive new decals on both sides of the tank. Finally, GFT will make a manmade piping space with rubberized padding behind the dispensers to

MISCELLANEOUS				\$ 2,895.83	
4	MISC	No Smoking Decal, 12,000 Gallon, Fire Diamond, Diesel, Unleaded		231.25	925.00
1	MISC	ID Red Degreaser		245.00	245.00
1	MISC	All Grip Black Paint 1Gal (For Piping)		165.00	165.00
5	MISC	OSFO Rust Inhibitor / Gallon		58.50	292.50
3	MISC	Encapsulon Primer WHITE / 5 Gallon (FOR TANK)		380.00	1,140.00
1	MISC	Encapsulon Primer RED/ Gallon (FOR STPS)		128.33	128.33

FUEL GUARD TANK CLEANING PROPOSAL

\$ 4,566.00

Aboveground Storage Tanks*

1	12,001 to 20,000 gallon storage tank	4,566.00	4,566.00
---	--------------------------------------	----------	----------

Service Description of base cleaning and fuel polishing includes the following:

Mobilization of FuelGuard equipment and labor with up to two technicians
Site Safety Assessment/Checklist prior to conducting work
Water Intrusion/Corrosion Inspection & documentation
Removal and inspection of drop tube, probe and STP
Fuel contamination assessment; visual inspection, water paste findings, verify ATG accuracy of water detection
Free water and sludge removal, disposal of up to 100 gallons of petroleum contact water (PCW).
Biocide chemical additive treatment to kill microbial growth
Polishing fuel down to 5 microns
Filtering equipment consumables, all sock filters, 2 water coalescers, and 2 water absorbing filters
Purging lines
Change up to 4 filters at dispensers
Confirmation samples and reporting
Confirm adequate flow at dispensers and functioning of ATG
Additional charges may occur if ASTs do not have fall protection installed

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

THE TOTAL PRICE IS AS FOLLOWS:

NOTE: TOTAL PRICE DOES NOT INCLUDE ESTIMATED SALES / USE TAX

EQUIPMENT -	\$ 2,895.83
INSTALLATION -	\$ 13,673.68
FUEL GUARD -	\$ 4,566.00
TOTAL PRICE	\$ 21,135.51



***NEW* Fuel Cleaning Prior to New Dispenser Installation**

Water, particulate, and bacteria growth are common in today's fuel which cause equipment to malfunction. Take advantage of special FuelGuard pricing to remove these contaminants at the time of installation

Initial for
Acceptance

1 Tank	\$1,250.00	
2 Tanks	\$1,800.00	
3 Tanks	\$2,250.00	



To: **City Of Zephyrhills**
5335 8th Street
Zephyrhills, FL 33540
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Savannah, GA
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Columbia, SC
Greensboro, NC
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Knoxville, TN
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Richmond, VA

CORPORATE OFFICE: 800-733-2945

guardianfueltech.com / getguardianconnect.com

Guardian Fueling Technologies provides layouts, installation, and service on all Liquid Handling Projects.
We are pleased to offer the following for your consideration

Site	Zephyrhills City Yard	Quote #	TG10312966	PROJ		Sales Person	Tyler Gelling
Address	39421 SOUTH AVENUE	Job Name	Disp, Fuelmaster Replacement	Date:		904-718-8374	12/19/2022
	Zephyrhills, FL 33542						

****UNLESS NOTED BELOW, THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

General description of work to be performed:

GFT will mobilize to site and begin by removing (2) existing Mechanical Gasboy Dispensers (1) Diesel & (1) Unleaded. GFT will also remove (2) Fuel Master fuel management systems. GFT will install New dispensers and New Fuel Master live Units. New Gasboy dispensers will come with hanging hardware. Fuel Master units will come with a (1) year subscription services.

DISPENSING EQUIPMENT					\$ 22,349.70	
Gasboy Commercial Dispensers						
2	Mech. Disp	Twin - One product w/10:1 Pulser	9153KXTW1-CXF-QS	10,641.90	21,283.80	
2		All Stainless Steel (SS)		532.95	1,065.90	
DISPENSING ACCESSORIES					\$ 1,116.00	
2	OPW	Hose Kit, 11BP, 3/4 UNL, Black, 241TPS, 68EZR, 9 Ft Curb. Hose	PK-EZR0400-9H	218.00	436.00	
2	OPW	Hose Kit, 7HB, 1" Green, 241TPS, 68EZR, 10 FT Curb Hose	PK-EZR7HB0100-H10	340.00	680.00	
FUEL MANAGEMENT SYSTEMS					\$ 26,757.50	
2	FUELMASTER	Cellular Upgrade	UPG4710	8,321.25	16,642.50	
1	FUELMASTER	Fm Live Services (1 Year) Subscription Price for FMLive Services	FMLIVEBA/2+BI	5,385.00	5,385.00	
1	FUELMASTER	FMLive Setup & Activation	CLOUDBA/2	875.00	875.00	
1	FUELMASTER	Project Management	PMLIVEBA/2+BI+CELL	917.50	917.50	
1	FUELMASTER	Data Import and/or Conversion	FMLIVE-IMPORT	2,937.50	2,937.50	
Estimated FREIGHT					\$ 904.00 904.00	
2	In-bound freight on dispensers - Zone 4 (FL/AL)		GVR	392.00	784.00	
1	Other Freight (excludes Tanks, Dispensers, POS, and FPIV Kits)			120.00	120.00	

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

Due to severe volatility in building material pricing due to raw material shortages, surcharges, and supply chain interruptions, adjustments to pricing and/or product substitution can occur at the time of job commencement.

THE TOTAL PRICE IS AS FOLLOWS:

NOTE: TOTAL PRICE DOES NOT INCLUDE ESTIMATED SALES / USE TAX

EQUIPMENT -	\$ 51,127.20
INSTALLATION -	\$ 8,968.42
TOTAL PRICE	\$ 60,095.62



***NEW* Fuel Cleaning Prior to New Dispenser Installation**

Water, particulate, and bacteria growth are common in today's fuel which cause equipment to malfunction. Take advantage of special FuelGuard pricing to remove these contaminants at the time of installation and improve the performance of your investment!

Ask us about Patriot Capital Financing

For more information on financing with Patriot Capital please contact your Guardian Sales Representative or give Patriot a call at 404-255-1770!

<http://www.patriotcapitalcorp.com>

Initial for
Acceptance

1 Tank	\$1,250.00	
2 Tanks	\$1,800.00	
3 Tanks	\$2,250.00	
* does not include per gallon waste disposal		

* Estimated Monthly Payment
(Actual finance rates and payment amount determined on credit approval)

\$1,201.91

AGENCY: CITY OF ZEPHYRHILLS ATTN: PURCHASING DEPT 5335 8TH STREET ZEPHYRHILLS, FL 33542				INVITATION TO BID Response Acknowledgement	
PURCHASING AGENT: Karen Miller Phone: 813-780-0000 x3536 Email: kmiller@ci.zephyrhills.fl.us		AN EQUAL OPPORTUNITY EMPLOYER FLORIDA TAX EXEMPT #85-8012740166C-4 FEDERAL IDENTIFICATION NUMBER #59-6000455			
Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, https://www.bidnetdirect.com/					
BID/PROPOSAL NUMBER	DISTRIBUTION DATE	BID/PROPOSAL TITLE		BID/PROPOSAL RESPONSES OPENING DATE/TIME	
11-22-12	11/13/2022	FUEL FARM PROJECT		BidNet Online- Friday, December 12, 2022 before 11 AM	
TELE CONFERENCE DATE GoTo Meeting ☐ Strongly Recommended ☒ None DATE: TIME: None Scheduled				RESPONSES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED Bid Bonds must be received	
Call: ACCESS CODE:					
SITE VISIT: None					
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 _____, 2022 Personally known: ☐ Or produced identification: ☐ Type of ID: _____ _____ Notary Signature State My commission expires: _____				AFFIX NOTARY STAMP BELOW	
BONDS An EBond shall be included in your uploaded response or a certified check delivered to City Hall before the deadline for an amount not less than five (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time. Bid, 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.					
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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BID RESPONSE FORM-Part A

In accordance with the Specifications contained herein, I certify that any and all information contained in this bid response is true; and I further certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the bid, and certify that I am authorized to sign for the applicant firm. *Please print the following and sign your name.*

Amount of Base Bid \$ _____

10% Contingency \$ _____
Contingency is not guaranteed.

Total Contract Sum (Amount of Bid + Contingency) \$ _____

Any contingency items shall be communicated by written change order and shall be approved by both the Owner and Contractor.

Total Contract Sum of Bid in Words: _____

The **BIDDER** must submit a bid on all items contained in specification or the bid shall be considered irregular. The **OWNER** reserves the right to accept or reject the bid. The **OWNER**, or his representative, further reserves the unqualified right to determine whether any particular item or items or materials, equipment, or whatsoever is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same. The bid selection shall be based on the apparent low bidder for the "**TOTAL CONTRACT SUM**".

Add'l Documents Included:

☐ Public Entity Crimes	☐ Bid Form (Part A/B)	☐ Bid Bond/Check	☐ References
☐ Page 24, Signature/Seal	☐ License(s) copies	☐ Drug Free Workplace	☐ No-Bid
☐ Certification re: Debarment, Suspension, Ineligibility & Voluntary Exclusion	☐ Addenda Affidavit	☐ E-Verify	☐ Non Collusive

NAME, ADDRESS, AND SIGNATURE OF BIDDER:

NAME: _____ **TITLE:** _____

ADDRESS: _____

PHONE: _____ **FAX:** _____

E-MAIL ADDRESS: _____

BIDDER SIGNATURE: _____ **DATE:** _____

Corporate Seal or Notarization below date

BID FORM - PART B

Qty	Description	Item Number	Unit	Unit Cost	Total
1	Mobilization		LS	\$	\$
2	Gasboy Commercial Dispenser-Twin-One Product w/10:1 Pulser, All Stainless Steel	9153KXTW1-CXF-QS	EA	\$	\$
2	OPW Hose Kit, 11BP, 3/4 UNL Black, 241TPS, 68EZR 9' Curb Hose	PK-EZR0400-9H	EA	\$	\$
2	OPW Hose Kit, 7HB, 1" Green 241TPS, 68EZR, 10' Curb Hose	PK-EZR7HB0100-H10	EA	\$	\$
2	Fuelmaster Cellular Upgrade	UPG4710	EA	\$	\$
1	Fuelmaster FM Live Services 1-year Subscriptions for FM Live Services	UPG4710	EA	\$	\$
1	Fuelmaster FM Live Setup and Activation	CLOUDBA/2	EA	\$	\$
1	Fuelmaster Project Mgmt	PMLIVEBA/2+BI+CELL	EA	\$	\$
1	Fuelmaster Data Import and/or conversion	FMLIVE+IMPORT	EA	\$	\$
1	Freight- In-bound-Dispensers-Zone 4 (FL-AL)	GVR	EA	\$	\$
1	Frieght - Other-Excludes-Tanks, Dispensers, POS FPIV Kits		EA	\$	\$
4	Decals-No Smoking. 12,000 Gallono, Fire Diamond for Diesel & Unleaded		EA	\$	\$
1	ID Red Degreaser		EA	\$	\$
1	All Grip Black Paint for Piping		Gallon	\$	\$
5	OSFO Rust Inhibiter		Gallon	\$	\$
3	Encapsulon Primer White (For Tank)		Gallon	\$	\$
1	Encapsulon Primer Red for STP		Gallon	\$	\$
1	FUEL TANK CLEANING	Lump Sum			\$
	-Shall include mobilization of FuelGuard equipment to include all labor & materials with up to two technicians				
	-Site safety assessment/check list prior to commencing work; water intrusion/corrosion inspection & documentation				
	-Remove & replace drop tubes, probes & STP; Fuel contamination assessment & visual inspection, water paste findings & verify ATG accuracy of wter detection				
	-Shall include free water and sludge removal & disposal up to 100 gallons of petroleum contact water (PCW)				
	-Biocide chemical additive treatment to kill microbial growth				
	-Polishing fuel down to 5 microns				
	-Filtering equipment consumables, all sock filters, (2) water coalescers & (2) water absorbing filters				
	-Purging lines				
	-Change up to 4 filters at dispensers				
	-Confirmation samples and reporting				
	-Confirm adequate flow at dispensers and functioning of ATG				
	-Price shall include all additional costs for fall protection or any other misc items.				
1	TEMPORARY FUEL TANKS-DURING UPGRADE				
	Temporary fuel tank & dispenser for both unleaded and diesel while main tanks are out of service. Actual Fuel used to be tabulated at completion of project. Fuel Allowance price multiplied by actual quantity used.				
	- Unleaded Tank Rental		LS	\$	\$
	- Diesel Tank Rental		LS	\$	\$
	- Fuel Allowance, Unleaded-Per Gallon		EA	\$	\$
	- Fuel Allowance, Diesel-Per Gallon		EA	\$	\$
TOTAL					\$
10% Contingency (10% of Total)					\$
Total Contract Sum (Total + Contingency)					\$

Bid documents, plans, addendums can be viewed and downloaded from BidNet Direct at <https://www.bidnetdirect.com/florida/cityofzephyrhills>. A link to Bidnet Direct can be found on the City's 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 through BidNet Direct electronically before the date and time listed for responses**.

Bid Bond: There are two methods of providing your solicitation bid bond. The **first** and preferred method is by an EBond which can be electronically uploaded with your solicitation response. The **second** method is to provide a certified check and deliver it to City Hall, 5335 8th Street, Zephyrhills, Florida 33542 **before** the deadline. Shall be for an amount not less than five percent (5%) of the total bid price and shall be made payable to the City as a guarantee that the Bidder will not withdraw his bid for a period of forty-five (45) days after bid closing time.

The Bid Bond (EBond or Certified Check) provides as a guarantee that if the bid proposal is accepted, the bidder will executed and execute the contract and furnish a Payment and Performance Bond at least equal to one hundred percent (100%) of the contract price within ten (10) days after Notice of Award of the contract.

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

TELE-CONFERENCE: None scheduled.

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 ten (10) 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.

Indemnity: Contractor/vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of contractor/vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement 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.

11-22-12 FUEL FARM PROJECT

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.

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

INSTRUCTIONS TO BIDDERS

1. **Proposals:** Responses/Proposals will be submitted through BidNet Direct meeting all requirements listed for furnishing all transportation, labor, material and equipment, and performing all operations required for the construction and completion of the work herein specified and shown on the drawings.
2. **Additional Information or Clarification:** Request for additional information or clarifications must be made in writing and can be e-mailed to kmiller@ci.zephyrhills.fl.us or through BidNet Direct (preferred). Any request for additional information or clarification must be received in writing **no later than Wednesday, December 7, 2022 by 11:00 A.M.**
3. **Equivalent Brand Names:** When the City does not wish to rule out other competitor's brands or makes, the phrase "OR EQUIVALENT" is specified. Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc, it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design and will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor/Vendor without the Architect/Engineer's written approval. However, if a product other than the specified bid, it is the bidder's responsibility to identify such product in its bid, and prove to the City that said product is equal to or better than the product specified. The City shall have the sole and absolute discretion to determine whether the product identified by the bidder is equal to or better than the product specified by the City. Manufacturers' certificates of specifications conformance of materials may be required by the City; these certificates shall be furnished at no cost to the City. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. If samples should be requested, such samples must be received by the City within the time specified after a formal request is made. Any items which fall into this category are to be submitted to the City for review and approval no later than **Wednesday, December 7, 2022 by 11:00 A.M.**
4. **Bidder:** A bidder is an individual, firm, or corporation submitting a Proposal to the City for the work contemplated.
5. **Response Forms:** The bidder shall submit his Proposal on the forms furnished herewith. The blank spaces shall be filled in correctly for each lump sum item and for every item for which a quantity is given. The bidder shall state the price, typewritten or printed in ink, for which he proposes to do each item of work called for.
6. **Signature on Response:** The bidder must sign his Response correctly. If the response is made by an individual, he shall sign and his name and his post office address shall be shown. If made by a firm or

partnership, signature shall be by a general partner and the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Response shall show the name of the state under the laws of which the corporation was chartered, also the name and business address of its president, secretary and treasurer. The Response shall bear the seal of the corporation attested by the secretary. Anyone signing the Response as agent shall file with the Response legal evidence of his authority to do so.

7. **Familiarity with Laws:** The bidder is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him from responsibility.
8. **Examination of Drawings, Specifications and Site of Work:** The bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. By submitting his bid, the bidder acknowledges that he has visited the site and that he is otherwise familiar with the nature and extent of the work and all local conditions that may in any manner affect the work to be done and the equipment, material and labor required. He is required to examine carefully the drawings and specifications and Form of Agreement and Bond and to inform himself accurately and completely regarding any and all conditions and requirements contained herein that may in any manner affect the work to be performed.
9. **Qualifications of Bidders:** The contract(s), if awarded, will be awarded only to a responsible contractor/vendor who is qualified by experience to do/supply the work specified herein. The bidder shall submit with his Proposal evidence satisfactory to the City, of his experience in like work and when requested he shall show that he has prepared the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the City within the time limit stated in the Contract Documents.
10. **Disqualification of Bidders:** No bidder shall submit more than one proposal, and reasonable grounds for believing that a bidder interested in more than one Proposal for the same work will cause rejection of all Proposals in which such bidder, or bidders, are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that Collusion exists among the bidders and no participants in such collusion will be considered in future Proposals for the same work.
11. **Right to Reject Submittal Response:** Right is reserved to reject any or all Proposals and to disregard technical errors.
12. **Return of Guaranty:** As soon as the bids have been compared, the City may, at its discretion, return the guaranty deposit accompanying such Proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Agreement and Bond have been executed, after which they will be returned to the respective bidders.
13. **Execution of the Agreement:** The individual, firm or corporation to which the contract has been awarded shall sign the necessary Agreement with the City, and return it to the City within **ten (10)** days. No contract shall be considered binding upon the City until it has been properly executed.
14. **Failure to Execute the Agreement:** Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the annulment of the award, the Bidder shall forfeit his bid bond. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the Bidder's failure to enter into Agreement with the City. The award may then be made to the next lowest acceptable bidder, or the work re-advertised as the City may elect.

15. **Withdrawal of Response:** A bidder may withdraw his Proposal without prejudice to himself, not later than the day and hour set for opening of bids, by communicating his purpose in writing to the City and his Proposal will be returned to him unopened.
16. **Interest of Member of or Delegate to Congress.** No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall be construed to extend to this contract if made with a corporation for its general benefit.
17. **Basis of Award:** Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Bidder who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as the City determines to be in its own best interests, and application of any preferences, as applicable. The quality of the material to be supplied, their suitability to requirements, and guarantee clauses shall be taken into consideration. No significant deviation for the term of this specification is acceptable. The City of Zephyrhills reserves the right to reject any or all bids as authorized by law, to accept in whole or in part any such bid, and to award the contract to other than the lowest bidder at its discretion, if the best interest of the City of Zephyrhills is thereby served.
18. **Award of Contract:** The City reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re-advertise for all or part of the work contemplated. The City reserves the right, prior to award of Contract, to add to the scope of the project any item or any combination of items which may exceed the total bid price for the project.

Considerations will be given to price, experience of the bidder in this type of work, and their conformity with the specifications. Awards will be made to the lowest responsible bidder. The quality of the

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

A pre-construction meeting shall take place after the award of the contract. This meeting is mandatory pre-construction meeting. The attendees of this meeting shall be the Contractor and City Staff.

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

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

It is further agreed where under the contract an additional time is allowed for the completion of any work, the time limit fixed by such extension shall be of the essence of this contract. Provided, that the

Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor/Vendor is without fault and the Contractor's or Vendor's reason for the time extension is acceptable to the Owner: Provided, further, that the Contractor/Vendor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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

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

The Contractor/Vendor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor/Vendor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. The Bidder agrees to supply all materials within thirty (30) days after successful agreement has been signed by both parties and after contract has been submitted to them and receipt of Notice to Proceed.

If the said Contractor/Vendor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor/Vendor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor/Vendor shall be in default after the time stipulated in the contract for completing the work

Should the contractor/vendor fail to substantially complete and supply the materials listed under this contract and make it available for beneficial use on or before the date stipulated for completion (or such later date as may result from extension of time granted by City), he shall pay the City, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day that terms of the contract remain unfulfilled beyond date allowed by the contract, which sum is agreed upon as a reasonable and proper measure of damages which City will sustain per diem by failure of Contractor/vendor to supply the materials within the time stipulated; it being recognized by City and Contractor/vendor that the injury to City which could result from a failure of Contractor/vendor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty.

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

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

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

21. **Public Records**: In accordance with 119.0701 F.S. Contractor shall:

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

**LORI HILLMAN, CITY CLERK
CITY OF ZEPHYRHILLS
5335 8TH STREET
ZEPHYRHILLS, FLORIDA 33542
LHILLMAN@CI.ZEPHYRHILLS.FL.US
813-780-0000**

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

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

24. **Claims for Extra Cost**. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is

performed under the terms of subparagraph 17 of the General Conditions, the Contractor/Vendor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

25. **Termination (Cause and/or Convenience).**

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is 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.

- d. 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.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor/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.

PRELIMINARY MATTERS

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

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

The Contractor/Vendor shall furnish a list of key personnel within **fifteen (15)** calendar days of starting construction. This list should include the superintendent, all personnel at the site and their assignments, name, title, telephone numbers (work and cellular) along with email addresses.

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

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

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

CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

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

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

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.

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.

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

this Contract by the Contractor/Vendor or its Subcontractors; the Contractor/Vendor hereby waiving all rights to claim such lien on the City's properties.

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

Definitions: The following terms are respectively defined as follows:

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

CONTRACTOR'S or VENDOR's RESPONSIBILITIES

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

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

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

The Contractor/Vendor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, and initial operation and completion of the Work. Any work necessary to be performed after regular working hours, on Sunday or legal holiday, shall be performed without additional expense to the City.

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

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

Request for Information (RFI): Immediately on discovery of the need for additional information the Contractor/Vendor shall submit a RFI to the Owner's representative, Project Manager.

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

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

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

The additional drawings and instructions supplied to the Contractor/Vendor will coordinate with the Contract Documents and will be prepared that they can be reasonably interpreted. The Contractor/Vendor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor/Vendor and the Architect/Engineer will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work. The supplementary drawings shall be binding upon the Contractor/Vendor with the same force as the drawings. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City or compensations therefore to the Contractor/Vendor shall be subject to the terms of the agreement.

Shop or Setting Drawings: The Contractor/Vendor shall submit promptly to the Architect/Engineer four (4) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor/Vendor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with four (4) corrected copies. If requested by the Architect/Engineer the Contractor/Vendor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor/Vendor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

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

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

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

All employees on the Work and other persons who may be affected thereby.

All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

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

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

SAFETY PLAN

- A. It is the contractor's or vendor's responsibility to comply with OSHA standards and all regulations pertaining to the work including confined space entry.
- B. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and existing building and construction codes shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractor of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U.S. Department of Labor, to the extent that such provisions are not in contravention of applicable law.
- C. **Safety Requirements:**
 - 1. The Contractor/Vendor shall provide documentation on Means of Egress, Emergency Evacuation, Confined Space Entry, Lock Out – Tag Out, Hot Work Permit, Hurricane Preparedness, Right-to-Know / MSDS Sheets to the satisfaction of the City prior to commencement of any single job.
 - 2. A Contractor/Vendor Process Safety Management Briefing will be held at the Pre-Construction Conference. The Contractor/Vendor will be required to attend this briefing and sign a form so stating that he has been briefed. A copy of this form is included in the Forms section of this package.

Trench Safety Act: Each contractor must submit with his bid an executed sworn certification that he will comply with the Trench Safety Act, Chapter 90-96, Florida Statutes, on trench safety.

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

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

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

Subcontractors: The Contractor/Vendor shall not employ any Subcontractor against whom the City may have reasonable objection, nor will the Contractor/Vendor be required to employ any Subcontractor against whom he has reasonable objection. Within 30 calendar days after the date of the Award of Contract and before the City shall make any partial payments to the Contractor/Vendor, the Contractor/Vendor shall furnish to the City in writing for acceptance by the City a list of the names of the Subcontractors proposed for the principal portions of the work. The Contractor/Vendor shall not make

any substitution for any Subcontractor who has been accepted by the City, unless the City determines that there is good cause for doing so.

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

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

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

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

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

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

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

The Contractor/Vendor shall procure and pay all other permits, licenses and approvals necessary for the execution of this contract and shall comply with all Florida Department of Environmental Protection requirements. Cost of building permits will be paid by the contractor. ***The selected Contractor/Vendor must be registered with the City of Zephyrhills Building Department before starting the project.***

Use of Premises: The Contractor/Vendor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, or permits and shall

not unreasonably encumber the premises with materials or equipment. Materials stored without proper permits shall be promptly relocated upon request by the City at the Contractor's or Vendor's expense.

Quality Control: The Contractor/Vendor shall maintain quality control over suppliers, manufacturers, products, services, site-conditions, and workmanship to assure they meet or exceed requirements of Standard and local building codes.

Cleaning: The Contractor/Vendor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. The Contractor shall clean up work site, interior and exterior of building, any and all equipment or fixtures must operate properly and not show any signs of damage or any defects. At the completion of the work he shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the City. The Contractor/Vendor shall restore to their original condition those portions of the site for alteration by the Contract Documents.

Protection of Work and Materials: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor/Vendor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor/Vendor. The Contractor/Vendor shall be responsible for all materials, equipment and supplies sold and delivered to

the City until final inspection of the work and acceptance thereof by the City. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to receipt of delivery, Contractor/Vendor shall replace same without cost to the City.

Lands and Right-of-Way: Prior to the start of construction, the City shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

Other Prohibited Interests: No official of the City who is authorized in such capacity and on behalf of the City to negotiate; make, accept or approve or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontracting connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No official who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, insurance contract, or any other contract pertaining to the project.

Construction Schedule and Periodic Estimates: Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor/Vendor shall deliver to the City an estimated construction progress schedule in a form satisfactory to the City, showing the proposed dates of commencement and completion of each of the various subdivision of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor/Vendor in accordance with the progress schedule. The Contractor/Vendor shall also furnish on forms mutually agreeable to the Engineer, Contractor/Vendor and the City: (a) a detailed estimate giving a complete breakdown of the contract price, and (b) periodic itemized estimates of work done for the purpose of making partial payments therefore. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

Payments to Contractor/Vendor. (a) At the end of each calendar month during the life of the contract, the contractor/vendor will prepare an estimate of the quantities of the work completed and of the total amount due. The amount will be due on or before the 15th day of the second month following the completion of said work. (b) In preparation of monthly partial pay, estimated accounts may be taken if specifically approved by the owner of materials delivered to the site of work but not yet incorporated into the work. (c) When the work provided for by the contract has been completely performed on the part of the contractor/vendor and all parts of the work have been approved by the engineer and accepted by the owner, a final estimate will be prepared which shows the total cost of the work performed under the contract, including extra work as authorized by change orders, the total amount retained, and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the engineer and approved by the owner before payment. **NOTE: All payments will be processed by ACH/EFT processing and the contractor will need to be enrolled.**

Payments by Contractor/Vendor. The Contractor/Vendor shall pay: (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered; and (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used; (c) to each of his subcontractors, not later than the 5th day

following each payment to the Contractor/Vendor, the respective amounts allowed the Contractor/Vendor on account of the work performed by his subcontractors to the extent of each subcontractor's interest.

Acceptance of Final Payment Constitutes Release: The acceptance by the Contractor/Vendor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor/Vendor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor/Vendor or his sureties from any obligations under this contract or the Performance and Payment Bond.

Decisions in Disagreements: The Engineer will be the interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the City and the Contractor/Vendor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred to the Engineer for decision; which he will render in writing within a reasonable time.

Change Orders: Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the work authorized by an executed, signed Change Order. Change Orders should be submitted on an **AIA Document G701** (exampled attached in the Forms section of this package). Change Orders is a defined written instrument prepared by the Contractor and signed by both Contractor and authorized City representative.

Upon receipt of an executed authorized Change Order, the Contractor/Vendor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract

Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made.

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

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

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

Change of Contract Time: The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time, shall be in writing delivered to the City within five days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the Engineer if the City and the Contractor/Vendor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided for. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor/Vendor employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement.

Whenever changes in the work are ordered by written Modification, the extension to the Contract Time, if an extension is to be allowed, shall be noted in the same written Modification.

Claims for extension of Contract Time will be approved only if the work or the event which causes the delay, affects the path of critical events of the project. In such case an extension of time will then be allowed only to equal the number of days by which this path of events is lengthened. If required by the Engineer, Contractor/Vendor shall indicate this path of critical events, by diagram or narrative, in such detail as may be necessary to justify his claim and establish the number of days' delay. The path of critical events mentioned herein is defined as that series of interdependent construction events which must be sequentially performed and which require a longer total time to perform than any other such series. Said extension shall be, as determined by the Engineer, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor/Vendor, in writing, of the cause and the probable length of the detention; however, neither an extension of any time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by the City of the right to abrogate the Contract for delay.

Weather Conditions: In the event of temporary suspension of work, or during inclement weather or whenever the Architect/Engineer shall direct, the Contractor/Vendor will and will cause his subcontractors to carefully protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor/Vendor or any of his Subcontractors to protect this work, such materials shall be removed and replaced at the expense of the Contractor/Vendor.

Photographs of the Project. *If required by the Owner, the Contractor/Vendor shall furnish photographs of the project, in the quantities as requested.*

Tests and Inspections: All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The offer or payment of any compensation, whatever may be its character or form, the offer or giving of any gratuity, or the offer or granting of any valuable favor by the Contractor/Vendor to any Inspection, directly or indirectly, is strictly prohibited, and any such act on the part of the Contractor/Vendor will constitute a violation of this Contract.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor/Vendor, the Contractor/Vendor shall give the City notice of readiness therefore. The Contractor/Vendor shall furnish the City the required certificates of inspection, testing or approval. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without approval of the City, it shall be requested by the City, be uncovered for observation at the Contractor's or Vendor's expense. The cost of such inspections, tests, and approvals shall be borne by the Contractor/Vendor unless otherwise provided.

The City of Zephyrhills shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

Use and Occupancy Prior to Acceptance by City: The Contractor/Vendor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the City, provided the City:

- A. Secures written consent of the Contractor/Vendor except in the event, in the opinion of the Architect/Engineer, the Contractor/Vendor is chargeable with unwarranted delay in final cleanup or punch list items or other contract requirements.
- B. Secures endorsement from the insurance-carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.

Acceptance: Upon completion, the project manager shall inspect the project to assure all quality control standards are in compliance with the plans and specifications contained herein. The **contract retainage ten (10%)** will be released for final payment upon completion of all punch list items.

Guarantee and Warranties: Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor/Vendor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The

Contractor/Vendor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

All guarantees and warranties shall commence on the date of substantial completion or on acceptance by the owner of re-work items. The Contractor shall furnish a one (1) year unconditional warranty. The warranty shall include all manufacturers' warranties on equipment and material installed by the

11-22-12 FUEL FARM PROJECT

Contractor or any subcontractors. These items shall be transferred to the City and in the City's name. All warranty items shall be secured in an organized 3-ring binder.

City May Stop the Work: If the work is defective, or the Contractor/Vendor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor/Vendor fails to make prompt payments to Subcontractors for labor, materials, or equipment, the City may order the Contractor/Vendor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor/Vendor or any other party.

For each consecutive calendar day that the work remains incomplete after the date established for final completion, the Contractor/Vendor shall pay City and the City is authorized to retain from the compensation otherwise to be paid to the Contractor/Vendor the sum of the phase schedule, **\$500.00**. This amount is the minimum measure of damages the City will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above, and likewise shall not be construed as a penalty.

The Bidder hereby agrees that the City reserves the right to waive any bid and to reject any or all bids, or to accept any bid that in its judgment will be in the best interest of the City. The bidder's signature understands and acknowledges the requirements set forth in this bid package.

Signature/Print Name/Company

Date

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D. 2022.

_____ (Seal)

By:

Title:

Scope of Work: The City of Zephyrhills is seeking a contractor to mobilize their equipment at the Zephyrhills Maintenance Facility, 39421 South Avenue, Zephyrhills, Florida 33542).

1. Removal and replace two (2) existing mechanical Gasboy Dispensers. Gasboy Dispensers required to work with existing veeder-root system.
 - One is Diesel-12,000-Commercial-Stainless Steel-See Bid Form
 - One is Unleaded-12,000-Commercial-Stainless Steel-See Bid Form
2. Remove and replace two (2) Fuelmaster Management Systems.
3. Install Hose Kits- See Bid Form
4. Upgrade Fuelmaster to Cellular
3. Furnish,install and activate new Fuelmaster FM live service units
4. Gasboy dispensers shall include all hanging hardware.
5. Fuelmaster shall include one (1) year warranty and FM Live subscription for services.
6. 24,000 gallon AST Above Ground Split Tank-See Bid Form for Details
 - Clean, pressure wash and degrease in order to remove all Diesel Residue on tank;
 - Prime and re-paint all 2" and 3" piping from Submersible Turbine Pumps (STP).
 - STP's shall be replaced. Match existing size
 - Remove rust, properly prepare, prime and repaint AST
 - Replace all decals
 - Remove rust, prime and re-paint safety bollards (safety yellow) surround the fuel farm
7. Provide a temporary fueling dispenser for both Unleaded and Diesel while renovations/upgrades are underway and while the main tanks/dispensers are out of service. Details to be worked out with Contractor and City.
8. Contractor shall provide all materials, labor and equipment necessary to complete the fuel farm upgrades per the specifications contained herein.

All design constraints will comply with the City's standard design requirements and State of Florida building requirements. Please download the package, plans and specifications for complete details.

Estimated Cost: \$150,000

Hours of Operation: 7:00 AM – 6:00 PM, Monday – Friday

Completion Time: Time of Completion: 30 calendar days from Notice to Proceed.

See next page for location map

Address: 39421 South Avenue, Zephyrhills, Florida



TIME TABLE

Bid Time Table	Date	Day	Time
Bid Distribution	11-13-2022	Sunday	
Teleconference Pre-Bid*	None	Scheduled	
Equivalent/Question Deadline	12-07-2022	Wednesday	11:00 AM
Response Deadline	12-12-2022	Monday	11:00 AM
Presented to City Council	01-09-2023	Monday	6:00 PM

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in Counterpart(s)

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor/Vendor)

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Bonds 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.

as Oblige, hereinafter called the Oblige, in the sum of _____
 _____ Dollars (\$),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

day of

2022

(Principal)

(Seal)

 (Witness)

 (Title)

 (Witness)

 (Surety)

(Seal)

 (Title) **Attorney-in-Fact &
 Florida Licensed Resident Agent**

****Must be spelled out in the fields provided. It is not allowed to put in 5% on this form.**

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.

A. 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: _____.)

- B. 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.
- C. 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.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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.
- E. 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.

- F. 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 _____, 2022. Personally or known _____
Or Produced identification _____ Notary Public – State of _____

My commission expires _____
(Type of Identification)

(Printed, Typed or stamped commissioned name of notary public)

E-VERIFY CERTIFICATION FORM

All vendors, contractors and subcontractors doing business with the City of Zephyrhills must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to the City of Zephyrhills, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or City upon request.

CERTIFICATION

(In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized Signature: _____

Printed Name/Title: _____

Address: _____

Date: _____

Phone: _____

Email: _____

The City of Zephyrhills reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential City actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract vendor from performing services in any aspect to the City.

Please send the completed form with your submittal.

Addenda Receipt Acknowledgment

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Addendum # _____ Date _____ Initials _____

Firm Representative:_____
Signature/Date (Executed by Corporate Authority)

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 fully complies with the above requirements.

Bidder's Signature

Date

PUR062.036
re. 10/97

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 _____

Errors or Omissions

Upon review of this project's plans and construction documents are you aware of any apparent errors or omissions?

☐ YES

☐ No

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company Representative

Date

REFERENCES –PROJECTS OF SIMILAR SCOPE

Within the last five (5) years-Minimum 5 references

Reference 1: Company Name: _____
Project Name: _____ Project Amount: \$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain _____

Reference 2: Company Name: _____
Project Name: _____ Project Amount: \$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain _____

Reference 3: Company Name: _____
Project Name: _____ Project Amount: \$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain _____

Reference 4: Company Name: _____
Project Name: _____ Project Amount: \$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain _____

Reference 5: Company Name: _____
Project Name: _____ Project Amount: \$ _____
Start Date: _____ Finished Date: _____
Description: _____

Contact Name: _____ Phone: _____
Email: _____ Within Budget: YES ☐ NO ☐*Explain _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

1. The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor: _____
Name of Company -- Please Print

Signature: _____
Authorized Company Representative

Name/Title: _____

Address: _____

Date: _____

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 or 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 Office**
5335 8th Street
Zephyrhills, FL 33542

AIA® Document G701™ – 2017
Change OrderPROJECT: *(name and address)*

CONTRACT INFORMATION:

Contract For:

Date:

CHANGE ORDER INFORMATION:

Change Order Number:

Date:

OWNER: *(name and address)*ARCHITECT: *(name and address)*CONTRACTOR: *(name and address)***THE CONTRACT IS CHANGED AS FOLLOWS:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was \$ _____

The net change by previously authorized Change Orders \$ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of \$ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by () days.

The new date of Substantial Completion will be _____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.ARCHITECT *(Firm name)*CONTRACTOR *(Firm name)*OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

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BUSINESS ITEMS/PUBLIC HEARING 4.1

RZ 14-22 Agape Baptist Church Rezoning - ORDINANCE NO. 1453-23

Second Reading **Ordinance No. 1453-23 "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S ZONING MAP DESIGNATION FROM OP (OFFICE PROFESSIONAL) TO C-3 (GENERAL COMMERCIAL) FOR APPROXIMATELY 10.0 ACRES OF REAL PROPERTY LOCATED AT 39735 CHANCEY ROAD AND HAVING PARCEL NUMBER 24-26-21-0000-00100-0050 ; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1453-23 on the Second Reading

Issue:

The applicant proposes a zoning change from OP (Office Professional) to C-3 (General Commercial). The anticipated use of the property will be, according to the applicant in the application, "warehouse space that could be used as industrial flex space that would allow their offices up front and storage/equipment/supplies in the back of the building". Additionally, a site plan presented to Staff includes a two-story self-storage component to the current proposal.

Background:

The site is currently utilized as a church and a school. The subject property is located in the industrial area, on the periphery of town that is peppered with single-family residential, parkland, industrial, mining and RV/Mobile Home parks. The property is bordered to the west and north by the Majestic Oaks RV Resort, which is a residential community. To the east is the Sam Pasco community park, and to the south is the Emerald Pointe RV Resort, which is a residential community.

Attachment(s):

1. Staff Report Package for Agape Baptist Rezone Dec 12 2022
2. Ordinance 1453-23 Agape Baptist Church Rezoning

Fiscal Impact:

Staff Recommendation:

Please see the concerns of the Planning Commission discussed within the Staff Report. Staff recommends approval of this petition for the rezoning of the property to C-3.

Staff Report Memorandum

To: City Council

From: Rodney Corriveau, AICP – Senior Planner

RE: RZ 14-22 – Rezoning

Date: December 12th 2022

I. BACKGROUND & INFORMATION

A. History | Application Summary

A Rezoning Petition was presented to the City by Shelly Johnson of Shelly May Johnson PA, on behalf of the property owner, Agape Baptist Church of Zephyrhills, INC. for a 10 (ten) acre parcel at Chancy Road and Laurel Valley Boulevard, approximately 1,500 feet east Copeland Drive. Please see Figure 1 and Figure 2 for subject property location. The petition is for a zoning designation change from **OP to C-3**, therefore any single or combination of uses is possible found within Table 2.02.01- Allowable Uses in Zoning Districts¹ (see page 11 for more detail). Within the petition, a site plan was presented that indicates a two story self-storage facility and industrial flex-space.



Figure 1 - Location Map *Courtesy of BGE*

¹ Provided in convenient condensed format herein – the full table is attached.

B. Site Information

<u>Applicant Owner:</u>	Agape Baptist Church of Zephyrhills, INC.
<u>Location:</u>	Chancy Road 54 and Laurel Valley Boulevard, approximately 1,500 feet east Copeland Drive
<u>Parcel ID Number(s):</u>	24-26-21-0000-00100-0050
<u>Acreage:</u>	10 (ten) Acres, MOL
<u>Existing Land Use:</u>	House of worship
<u>Existing Future Land Use:</u>	MU (Mixed Use)
<u>Proposed Future Land Use:</u>	Not Applicable
<u>Existing Zoning:</u>	OP (Office Professional)
<u>Proposed Zoning:</u>	C-3 (General Commercial)



Figure 2 – Aerial Project Location *Courtesy of BGE*

II. DATA & ANALYSIS REVIEW

Character Analysis

The subject property is located along Chancey Road approximately 1,500 feet from Copeland Drive in the industrial area on the periphery of town. The area is peppered with single-family residential, parkland, industrial, mining and RV/Mobile Home parks. The property is bordered to the west and north by the Majestic Oaks RV Resort residential community. To the east is the Sam Pasco community park, and to the south is the Emerald Pointe RV Resort residential community. The subject property consists of ten acres, more or less. See Photo 1 below.



Photo 1 – Subject Property Viewed From Chancey Rd - Majestic Oaks in Background. *Google Imagery Mar. 21*

The anticipated use of the property will be, according to the applicant in the application, “warehouse space that could be used as industrial flex space that would allow their offices up front and storage/equipment/supplies in the back of the building”. Additionally, a site plan presented to Staff includes a two-story self-storage component to the proposal (see Figure 6 – Potential Site Uses, page 14). One iteration of the site plan presented to Staff contained a three-story self-storage unit. Staff communicated to the applicant that a three-story self-storage unit would not be supported by Staff (through the conditional use permit petition process) at this time due to adjacent residential uses, the airport, and general scale of other development in the vicinity.

Please see the full-range of development possibilities permissible as-of-right, with a conditional use permit, as-of-right under provisional review (SPRC-only review), or as-of-right with a special exception (Planning Commission review) under the C-3 zoning designation in the Comp Plan/LDC Analysis beginning on page 8. *Table 2.02.01 – Allowable Uses in Zoning Districts* is condensed herein beginning on page 11, the full Table is attached to this report). **As a reminder, if the petition for a zoning designation change from OP to C-3 is approved, any single, or combination of uses from the approved use table is a possibility.** The property does not contain wetlands or other environmentally sensitive features. Please see Figure 2 – Aerial Project Location for adjacent uses indicated below.

North – Majestic Oaks RV Resort Community

West – Laurel Valley Boulevard and Majestic Oaks RV Resort Community

East – Sam Pasco Community Park

South – Emerald Point RV Resort Community

A. Compatibility Analysis

1. Rezoning

- (a) The request is to change the subject property's zoning classification from OP to C-3;
- (b) The requested zoning designation could potentially be consistent with the development patterns and zoning designations of the area and surrounding properties. The surrounding properties are (please refer to Figure 3 – Existing Zoning Map below):

- i. City PUD to the north
- ii. County Agricultural to the east
- iii. City PUD to the south
- iv. City C2 and PUD to the west;



Figure 3 – Existing Zoning Map *Courtesy of BGE*

- (c) The subject petition and subsequent development will not exhibit premature development based on the development patterns in the general vicinity and utility infrastructure availability, especially considering this is an anticipated redevelopment.

The proposed zoning change is potentially compatible/consistent with the growth and development trends of the area – if developed in a ‘sympathetic’ manner under the C-3 zoning designation to the residential and parkland adjacencies, see Figure 4 – Proposed Zoning Map below.



Figure 4 - Proposed Zoning Map *Courtesy of BGE*

Please note that the site, once re-zoned (if approved), could potentially be developed in any combination of uses from *Table 2.02.01 – Allowable Uses in Zoning Districts*, please see specific uses beginning on page 11.

The assigned Mixed Use Future Land Use (FLU) category purpose is to achieve a more balanced mix of uses to increase convenience and provide greater transportation choices at a wide variety of uses, adding to the vitality of the area. The FLU is not proposed to change. See Figure 5 – Existing Future Land Use map, below.



Figure 5 – Existing Future Land Use Map *Courtesy of BGE*

The subject site shall be in conformance with all applicable LDCs at the time of development. Actual square footage of flex space and storage space may vary at the time of site plan review – if the subject site is developed as such. Only the maximum potential square footage allowable under the LDC shall be permitted given the constraints of the site and bulk regulations under the LDC, including, but not limited to height, setbacks, FAR, etc. As previously stated, Staff has communicated to the applicant that a three-story self-storage unit would not be supported (through the conditional use petition process) at this time due to adjacent residential uses, the airport, and general scale of other development in the vicinity.

B. Natural & Historic Resources Analysis

The following site characteristics are provided:

1. Soil Types – The site currently exhibits Myakka (various), Tavares fine, Sparr Fine, and Newnan Fine sand, 0-5% slope. Please see accompanying soils report for specifics on location and development appropriateness.
2. Flood Plain – The subject property is located in Flood Zone “X” and is outside the 100-year flood zone. There is no identified apparent flood related threat.
3. Wetlands | Water Bodies – There are no wetlands or bodies of water located on the subject property.
4. Historic | Archaeological Resources – The subject property is located outside of the Zephyrhills Historic District and is not projected to impact any identified historic resources. If archaeological resources are found onsite during development, notification should be made to the Florida Department of Historical Resources.
5. Natural Resources – A Protected Species Assessment produced by WRA Consulting assumedly performed in the second quarter of 2022 has been submitted by the applicant. There appears to be no gopher tortoises, no Southeastern Kestrel, no sand sink, or burrowing owls on-site. Proper permits shall be obtained prior to construction activities, as well as a full report and mitigation and/or relocation plan shall be submitted to the City if in fact species are found to exist on the site. As discussed in the recommendations of the WRA report, (and Staff agrees), an updated species-specific survey for gopher tortoises **shall be** conducted prior to construction.

C. Public Services Suitability Analysis | Impact

POLICE	Projected general police service demand is within the City’s existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County’s existing service capabilities. The City is currently coordinating with the County.
WATER	Water service is available to the subject property along Chancey Road. Any future development of the property will require connection. Projected general water service demand is 10,000 gpd, according to the Utilities Department. (Specific questions/concerns should be directed to the Utilities Department.)
SEWER	Sewer services are available along Chancey Road, within proximity of subject property. According to the Utilities Department, projected waste water service demand is 65% - 80% of potable water use, of which the City has adequate capacity. (Specific questions/concerns should be directed to the Utilities Department.)
SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	The proposal meets the City’s de-minimus threshold. The development is projected to generate 174 average daily trips. City of Zephyrhills LDC defines de minimum at less than 1,200 average daily trips (ADT). <i>Staff is currently working with the City’s transportation consultant in an effort to update the de-minimus threshold, among other transportation-related</i>

	<i>impacts from development. The current threshold of 1,200 ADTs will more than likely be reduced as a result of that effort.</i> Site access and proximity to the adjacent residential uses were also a point of concern. Those concerns were echoed by some of the nearby residents in attendance for the Commission meeting. Laurel Valley Boulevard is a privately owned roadway. The developer of the subject property shall obtain permission/authorization from the owner of Laurel Valley Boulevard and/or obtain a ROW use permit from Pasco County for entrance/egress from subject property.
SCHOOL	Not Applicable for this type of development.

D. Comp Plan and LDC Analysis and Response

Goal LU-1 - To achieve an economically and diversified tax base that ensures:

- That the residential/family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;
- 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;
- That enjoyment of natural and man-made recreational resources by citizens and visitors alike; and
- That threat to health, safety, and welfare posed by hazards, nuisances, incompatible land uses, and environmental degradation are minimized.

***Response:* Consistent with the above stated goals, the proposed development could potentially bring a new (anticipated industrial flex space, as indicated by the applicant, but subject to change) development to the City of Zephyrhills. Please see Table 2.02.01 beginning on page 11 for the full range of potential uses under the C-3 district.**

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 currently has one church and school facilities, and the proposed development will potentially consist of approximately 120,000 SF of industrial flex space (as indicated within the petition presented to Staff).**

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

- regulate the subdivision of land;
- regulate signage
- provide for drainage and storm water management
- provide requirements for the provision of open space, traffic flow and parking
- coordinate future land use with soil conditions, topography and availability of facilities and services

- f. ensure that development orders and permits are issued only when it is documents that there is an adequate level of service
- g. protect limited amount of wetlands and environmentally sensitive land

Response: The proposed development shall be fully 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 by the City of Zephyrhills and other applicable state and local authorities.

Objective LU 1-4 - The City will develop mechanisms to ensure the protection of archaeological and historical resources.

Response: 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 will be instructed to halt all activity on site and contact the City of Zephyrhills and State authorities before proceeding with further work.

Objective LU 1-9 - Improve and enhance the visual appearance of neighborhoods and commercial areas in the City.

Response: The subject development shall be designed with architectural standards in accordance with the City of Zephyrhills LDC, and shall be approved by the City to ensure that the visual appearance is in accordance with requirements. The subject development shall, according to the LDC, utilize landscape buffers along the front, sides and rear of the property enhancing the visual appearance. Outdoor lighting is restricted when subject site adjoins a residential district and uses, and according to footnote # 18, Table 7.01.00 Zoning District Performance and Dimensional Standards **“No outdoor lighting shall be directed into adjacent residential areas or at angles that interfere with driver vision on adjacent roadways.”**

Policy PUB – 1-2-2: No building permits will be issued for new residential, office or commercial development which is not served by a public water supply.

Response: The site is serviced by the City’s water supply.

Policy PUB-5-2-1: The design of drainage facilities shall comply with the ambient water quality standards of SWFWMD, DEP, and Chapter 17 – 25 and other applicable water quality regulations for discharge.

Response: The site, through the site plan review process (SPRC) shall be in full conformance with all applicable regulations.

Policy PUB-4-1-2: New development or redevelopment is not permitted unless the finished floor elevation is at least 8 inches above the crown of the adjacent road unless waived by the Building Official and at or above the 100-year flood elevation.

Response: The site, through the site plan review process (SPRC) shall be in full conformance with all applicable regulations.

General Language on Land Use Categories: Mixed Use (MU): MU Purpose The purpose of the Mixed-Use category is to achieve a more balanced mix of uses to increase convenience and provide greater transportation choices. When a wide variety of uses are located in close proximity to each other, walking and bicycling become practical alternatives to automobile travel. Such areas would support objectives for improved mobility and reduced congestion. Infill development success can be enhanced by planning a mutually supportive mix of uses. The mixing of uses can add variety and vitality to an area, making it a more attractive, interesting place to live. In addition, convenient commercial and personal services, readily accessible to work sites and residential areas, and convenient cultural or recreational amenities can enhance the attractiveness of infill development. Infill development can fill gaps to benefit the entire neighborhood including existing residents, for instance by including a grocery store or park where none exists.

Response: The site, through the site plan review process (SPRC) shall be in full conformance with all applicable regulations to ensure the property adheres to the underlying MU land use district.

Locational Characteristics: This category is generally appropriate to locations within the urban area that are appropriate for more intensive residential, office and retail commercial uses. These areas are typically in close proximity to and served by the arterial highway network where mixed use developments allow interaction among land uses and encourage mass transit and non-vehicular trips.

Response: The site, when developed through the site plan review process (SPRC) shall be in full conformance with all applicable regulations within the C-3 zoning district.

Consistency with LDC (Zoning) Ordinances and City Ordinances:

Response: The engineered site plan (at the time it is presented to the City and reviewed by the SPRC) shall be consistent with the applicable comprehensive plan goals and objectives and land development regulations. The intent of the C-3 district is²:

“This category is established to identify areas of the city appropriate for location of commercial activities with potential land use conflicts resulting from truck traffic, materials storage, and emission of noise, odor or air pollutants or other environmental and public safety considerations. The total gross floor area of building(s) shall not exceed 50% of the land area of the site upon which the building(s) is/are erected.”

The Applicant has provided analysis as well as a variety of reports, such as cultural, environmental, transportation (as required by the City of Zephyrhills LDC) that minimally demonstrates that the development will utilize the available land and will protect and preserve to the extent possible, natural features. The development is located in an area in which transportation, police and fire protection, other public facilities and public utilities, including sewerage, are available and adequate for the uses proposed. As previously stated, the subject property abuts several residential areas, and parkland uses.

² Section 2.01.03.17 - General Commercial (C-3) Zoning Designation - City of Zephyrhills LDC.

Local Development Pattern:

Response: It is anticipated that the rezoning will result in a redevelopment. The property is surrounded primarily by residential uses in the industrial corridor of the City. The information in Table 2.02.01 – Allowable Uses in Zoning Districts was not included in the Staff report for the Planning Commission. The full table, relating to the C-3 Zoning District is presented below. **PLEASE NOTE THAT ANY ONE OR COMBINATION THEREOF MAY TAKE PLACE ON THE SUBJECT SITE IF THIS REZONING PETITION IS APPROVED. USES ARE PERMISSIBLE AS-OF-RIGHT, THROUGH A CONDITIONAL USE, AS-OF-RIGHT PROVISIONAL USE, OR AS-OF-RIGHT SPECIAL EXCEPTION.**

*Table 2.02.01 – Allowable Uses in Zoning Districts*³ - Please note: **Bold highlight** indicates a use not permissible under the subject site's current zoning designation of OP:

Uses permissible as-of-right in the C-3 Zoning District include:

- **Hotel**
- **Automobile Service/Repair**
- **Automobile Vehicle Sales and Rentals**
- **Car Wash/Detailing**
- **Gasoline (Fuel) Service Station**
- **Heavy Vehicle/Equipment Service/Repair**
- **Parts and Accessories Sales**
- **Auction House**
- **Big Box, Large Retail**
- Convenience Store
- **Landscape Supply/Garden Center**
- **Pawnshop**
- Financials Services (Bank, and Commercial Lender, Non-Bank)
- Office (Trades/Fleet)
- **Brewery**
- **Craft Distillery**
- **Distillery**
- **Drinking Establishment, Bar, Tavern**
- Restaurant (Café)
- **Restaurant (Drive-Thru)**
- Restaurant (Full Service)
- **Laundry/Dry-Cleaning Plant**
- Personal Services
- **Veterinary Clinic/Hospital**
- College/University
- Grade School (Public or Private)
- Technical Trade/Vocational
- Government Offices/Facilities
- Blood/Organ Banks
- Funeral Service

³ Table 2.02.01 – Approved under Ordinance # 1431-21, see attached.

- Hospital
- Medical/Dental Clinic or Office
- Rehabilitate Service
- Social Assistance
- Museum
- **Theater**
- Fitness Center, Gym
- **Drug Processing/Manufacturing**
- **Laboratory**
- **Publishing and Printing**
- **Mini-Warehouse/Self-Storage**
- **Warehouse**
- **Freight Transportation Services**
- **Transit Center**

Uses permissible under a Conditional Use in the C-3 Zoning District include:

- **Flea Market (Indoor/Enclosed)**
- **General Retail Sales**
- **Greenhouse**
- **Shopping Center**
- Office (Processional/Corporate)
- **Adult (Regulated Uses)**
- **Kennel**
- **Pet Care Services (Indoor/Outdoor)**
- Association, Non-Profit, Charitable an Philanthropic Organization
- **Sport Shooting Range (indoor)**
- **High Tech Manufacturing**
- **Light Industry/Manufacturing**
- **RV Storage**

Uses permissible as-of-right with a Provisional Review (Level 1 Review (SPRC))) in the C-3 Zoning District include:

- **Liquor Store**
- **Pet Care Service (Indoor)**
- House of Worship
- **Recreation Sport Center**
- **Construction Services**
- **Wholesale Distribution**
- Commercial Parking Structure

Uses permissible as-of-right with a Special Exception (Level 2 Review (Planning Commission)) in the C-3 Zoning District include:

- **Towing Services**
- Private Club/Recreation Facility
- **Paint Booth**

Uses permissible as an Accessory to the principal use (review may be required) in the C-3 Zoning District include:

- Outdoor Merchandise Display
- Outdoor Merchandise Storage
- Outdoor Storage

Uses permissible Temporary (permissible for a specific, set, limited time, review may be required) in the C-3 Zoning District include:

- Mobile/Temporary Sales
- General Retail Sales

Pre-Mature Development:

Response: The proposed zoning district will not create premature development. The subject site is already developed, and is targeted for growth pursuant to the City Comprehensive Plan and serves as infill development for this area.

Further facilities analysis and capacity demands of the proposed development were provided with the petition by the applicant. The following standard condition of approval is anticipated to be included as well for this project addressing public facilities: The City shall provide water and/or wastewater service to the project. A utility service agreement may possibly be required. A master utility plan for the project will be required prior to construction plan approval. The developer shall construct all water and wastewater facilities within the development to current City standards. The site will be served by Pasco County Fire and City Police Services.

Residential Impact Statement:

Response: The property is surrounded by residential development in the industrial corridor. The general area exhibits a mix of uses including mining, industrial, parkland, commercial, and residential uses. At the time of site planning, care shall be taken with specific uses and the placement of such uses on the property to reasonably mitigate impacts to adjacent residential uses. **The C-3 Zoning District contains some uses that may be significantly impactful to the adjacent residential properties. Please see Table 2.02.01 for the full range of uses permissible under the C-3 zoning designation.**

Consistency with LDC and City Ordinances:

Response: The subject development shall be designed in accordance with the City of Zephyrhills Land Development Code and City Ordinances.

The requested re-zoning petition could potentially be consistent with the Goals, Objectives, and Policies of the City of Zephyrhills Comprehensive Plan and could adhere to the principles of rezoning for the City's zoning map. However, a review of the Comprehensive Plan and the Land Development Code was conducted by City Staff to the fullest extent given the nature of rezonings and the applicable relevant LDC's, and as previously stated, some of the potential uses under the C-3 zoning designation could potentially conflict with adjacent residential uses.

A final review of an engineered site plan will be made at the time of site plan review to ensure full compliance of the development, given the C-3 zoning designation (if this rezoning petition is approved by the City Council). As previously stated, care shall be taken with specific uses and placement of those uses on the property to reasonably mitigate impacts to adjacent residential uses if the City Council approves this rezoning petition. See Figure 6 – Potential Site Use – for illustrative purposes only. See full site plan attached.



Figure 6 – Potential Site Use – for illustrative purposes only - Courtesy of BGE

III. RECOMMENDATION

Site Plan Review Committee – The SPRC approved the petition to rezone the property from OP to C-3 at its regularly scheduled meeting on September 20, 2022.

Planning Commission – The Planning Commission moved to approve the petition to rezone the property from OP to C-3 at its regularly scheduled meeting on October 18, 2022. Concerns from the Commissioners included potential uses that the property could potentially be developed, in the event the petitioner chooses to not develop the site as indicated to Staff, the SPRC, the Planning Commission, and this City Council. (SEE *TABLE 2.02.01* CONTAINED HEREIN ABBREVIATED, AND ATTACHED FULL-FORMAT.)

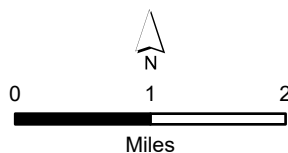
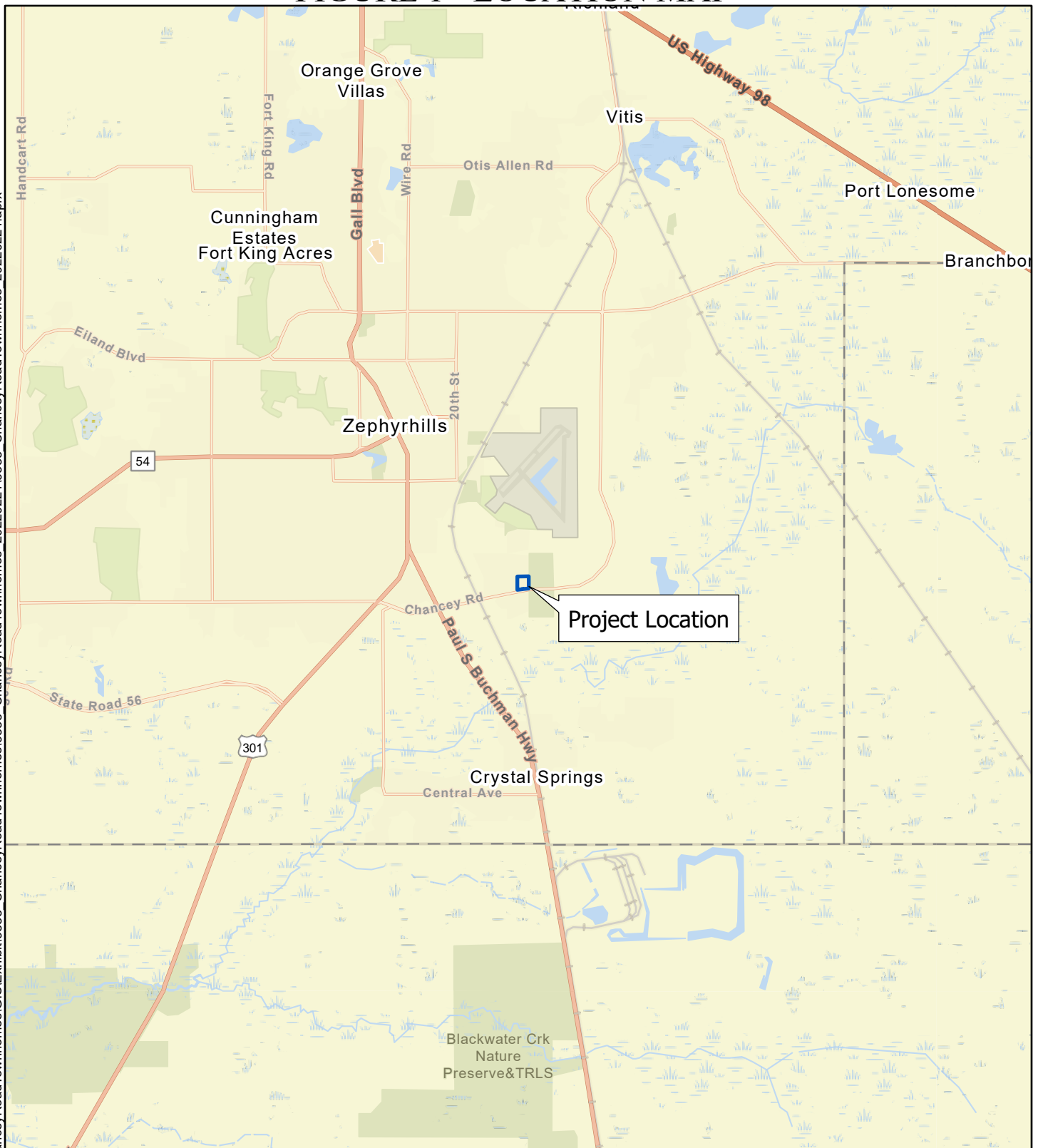
City Council - At its November 14th, 2022 meeting, the Council directed Staff and the City Attorney to craft an ordinance to allow the proposed zoning change. That ordinance is part of this package.

Site access and proximity to the adjacent residential uses were also a point of concern. Those concerns were echoed by some of the nearby residents in attendance for the Commission meeting. Laurel Valley Boulevard is a privately owned roadway. The developer of the subject property shall obtain permission/authorization from the owner of Laurel Valley Boulevard and/or obtain a ROW use permit from Pasco County for entrance/egress from subject property. Appropriate subject site development and corresponding landscape and buffering shall address concerns of adjacent residents.

Based upon the analysis contained herein, along with supporting documentation, **Staff recommends approval of this petition for a rezoning of the property to C-3.**

FIGURE 1 - LOCATION MAP

G:\FLA\Projects\golf coast const\9585-00 ChanceyRoadTownhomes\GIS\Exhibit\9585 ChanceyRoadTownhomes 20220221\9585 ChanceyRoadTownhomes 20220221.aprx



Disclaimer:
Every effort has been made to ensure the accuracy of the basemap data. BGE, Inc. assumes no liability or damages due to errors or omissions.



BGE, Inc.
2203 North Lois Avenue, Suite G300, Tampa, FL 33607
813-848-0901 | www.bgeinc.com

Figure 1: Location Map
Golf Coast Construction
Chancey Road Townhomes
Pasco County, Florida
Page 1 of 7

Prepared By: BGE

Scale: 1:90,000

Job No.: 9585-00

Date: Mar 10, 2022

FIGURE 2 AERIAL PROJECT LOCATION

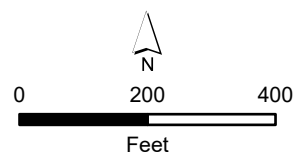
G:\FLA\Projects\golf_coast_const\9585-00_ChanceyRoadTownhomes\GIS\Exhibit\9585_ChanceyRoadTownhomes_20220221.aprx



Legend

Subject Property Boundary

Basemap: NearMap November 14, 2021



Disclaimer:
Every effort has been made to ensure the accuracy of
the basemap data. BGE, Inc. assumes no liability or
damages due to errors or omissions.



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Figure 2: Aerial Project Location
Golf Coast Construction
Chancey Road Townhomes
Pasco County, Florida
Page 2 of 7

Prepared By: BGE

Scale: 1:3,600

Job No.: 9585-00

Date: Mar 10, 2022

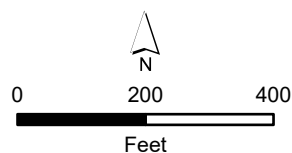
FIGURE 3 EXISTING ZONING MAP

G:\FLA\Projects\golf_coast_const\9585-00_ChanceyRoadTownhomes\GIS\Exhibit\9585_ChanceyRoadTownhomes\20220221.aprx



Legend

- Subject Property Boundary
- Zephyrhills City Zoning**
- Community Commercial
- Light Industrial
- Office/Professional
- Planned Unit Development
- Pasco County Zoning**
- Agricultural



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Figure 3
Existing City & County Zoning
Golf Coast Construction
Chancey Road Townhomes
Pasco County, Florida
Page 3 of 7

Prepared By: BGE

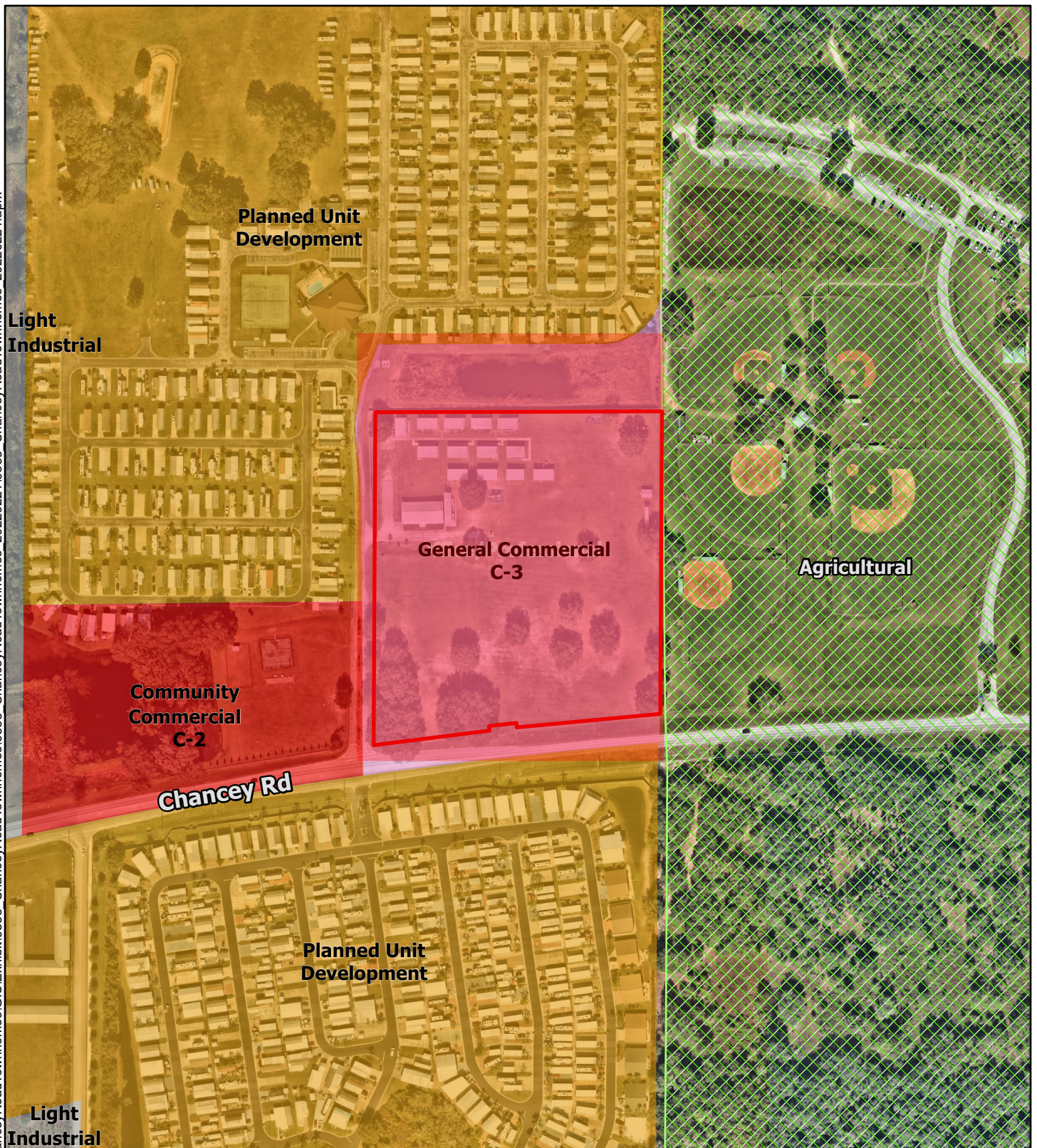
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Job No.: 9585-00

Date: Mar 10, 2022

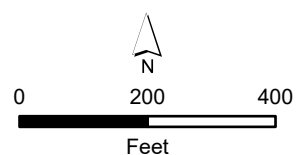
FIGURE 4 PROPOSED ZONING MAP

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Legend

- Subject Property Boundar
- General Commercial
- Community Commercial
- Light Industrial
- Office/Professional
- Planned Unit Development
- Pasco County Zoning
- Agricultural



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Figure 4 - Proposed Zoning

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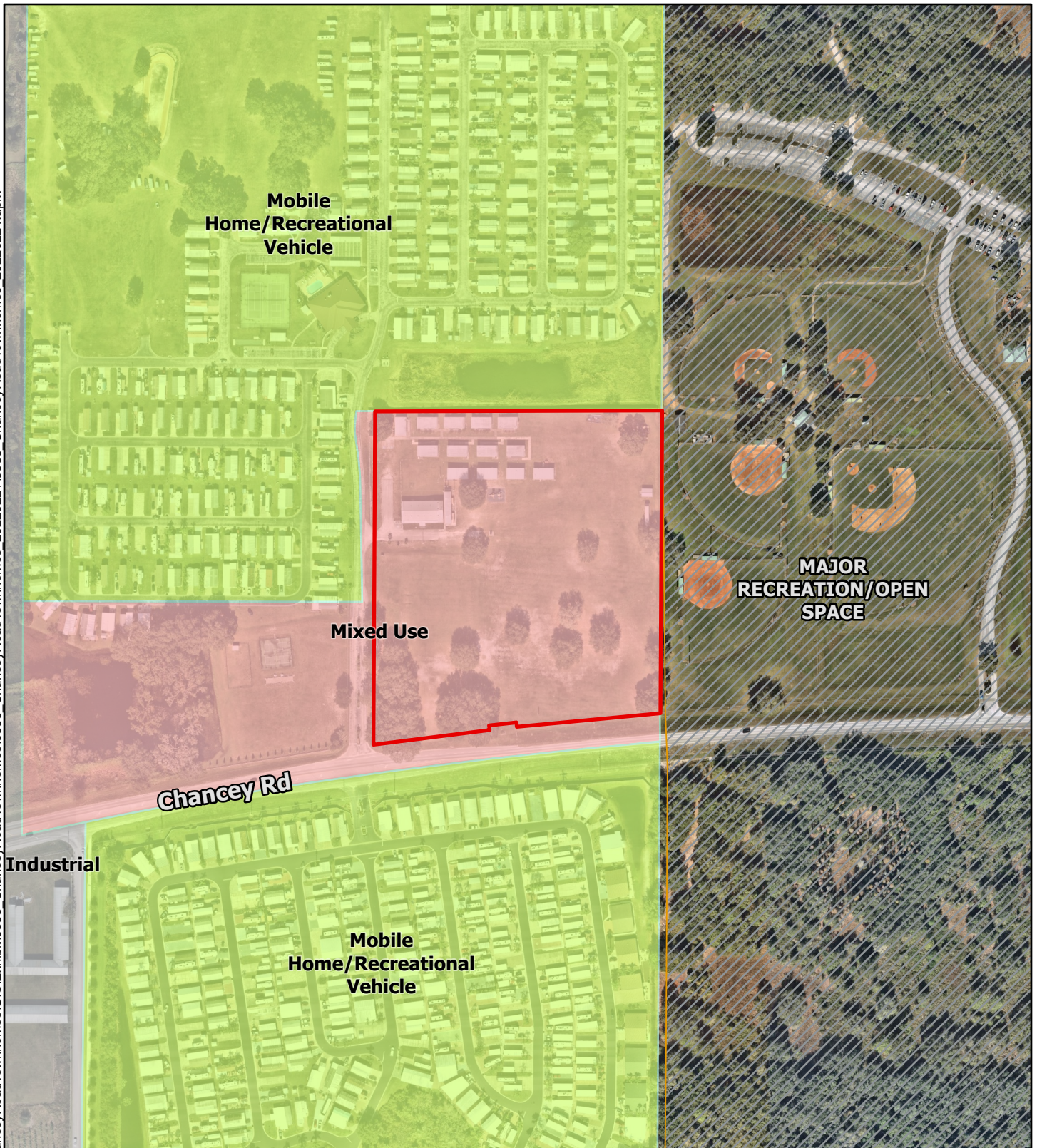
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Job No.: 9585-00

Date: Mar 10, 2022

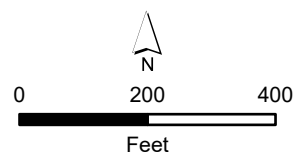
FIGURE 5 EXISTING FUTURE LAND USE MAP

G:\FLA\Projects\golf_coast_const\9585-00_ChanceyRoadTownhomes\GIS\Exhibit\9585_ChanceyRoadTownhomes_20220221.aprx



Legend

- Subject Property Boundary
- Existing Future Landuse (Pasco)
 - MAJOR RECREATION/OPEN SPACE
- Existing Future Landuse (Zephyrhills)
 - Industrial
 - Mixed Use
 - Mobile Home/Recreational Vehicle



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Figure 5
Existing Future Land Use
Golf Coast Construction
Chancey Road Townhomes
Pasco County, Florida
Page 4 of 7

Prepared By: BGE

Scale: 1:3,600

Job No.: 9585-00

Date: Mar 10, 2022

FIGURE 6 POTENTIAL SITE USE SITE PLAN

CURRENT SITE DATA

GENERAL SITE DATA	
ADDRESS:	39735 CHANCEY ROAD
CITY / COUNTY	CITY OF ZEPHYRHILLS / PASCO COUNTY
PARCEL ID'S	24-26-21-0000-00100-0050
TOTAL SITE AREA	10.00 AC. - 0.32 AC (FUTURE ROW) = 9.68 AC. (421,661 SF)
TOTAL OPEN SPACE	
ONSITE FEMA FLOODZONE	
ONSITE WETLANDS	
EXISTING LAND USE	
PROPOSED LAND USE	
EXISTING ZONING	R4
PROPOSED ZONING	C3
RIGHT-OF-WAY WIDTH	N/A
NUMBER OF BUILDINGS	5
PHASES	1

SETBACKS / LANDSCAPE BUFFERS

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT		
SIDE		
REAR		

LANDSCAPE BUFFERS	REQUIRED	PROVIDED
NORTH	20'	20'
SOUTH	15'	15'
EAST	15'	15'
WEST	20'	20'

LOT AREA

	TOTAL (AC.)	TOTAL %
LOT AREA	10.000	100
DEVELOPABLE AREA		100
IMPERVIOUS AREA		
PERVIOUS AREA		

AREA RATIOS	REQUIRED	PROVIDED
FAR (FLOOR AREA RATIO)	0.50 (50%) MAX	140,218 / 421,661 = 0.33%

Illustrative Purposes - Subject to Change

POTENTIAL SITE ISSUES

- THE BOUNDARY INFORMATION SHOWN HEREIN IS BASED OFF OF GIS DATA. BGE, INC. MAKES NO GUARANTEES TO THE VALIDITY OF THIS DATA AND IS SUBJECT TO CHANGE UNTIL A BOUNDARY/TOPO SURVEY HAS BEEN PROVIDED.
- A PRE-APPLICATION MEETING WITH PASCO COUNTY IS RECOMMENDED TO FINALIZE ALL ZONING REQUIREMENTS, SETBACKS, STORMWATER REQUIREMENTS, ETC.
- IT IS UNKNOWN AT THIS TIME IF THERE IS A MASTER STORMWATER SYSTEM FOR THIS PARCEL, OR IF ON-SITE DETENTION WILL BE REQUIRED.
- MINIMAL CODE RESEARCH HAS BEEN CONDUCTED. ADDITIONAL CODE RESEARCH MAY REVEAL ADDITIONAL CONSTRAINTS ON THIS SITE, WHICH MAY CAUSE THE SITE PLAN TO CHANGE.

Alex Hulbert, Project Manager
Land/Site Development
Direct: 813-467-7404 - ahulbert@bgeinc.com



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FL Registry No. 32116

TABLE 2.02.01 - ALLOWABLE USES IN ZONING DISTRICTS

Table 2.02.01 | Ord. 1431-21

PERMISSION KEY		TABLE 2.02.01 ALLOWABLE USES IN ZONING DISTRICTS																				CODE REFERENCE		DEFINITION		
		ZONING DISTRICTS																								
USES		ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H			
RESIDENTIAL																										
ACCESSORY AND ANCILLARY																										
Accessory Dwelling Unit	A	A	A	A	A																	A	A	A	\$7.09.29	Residential dwelling unit, structure or living space ancillary and subordinate to the principal permitted residential use, intended for habitation, such as, but not limited to, garage apartments, ancillary apartments, mother-in-law units, guest houses, carriage houses and granny flats.
Home Occupation	P	P	P	P	P	P	P	P														P	P	P	\$7.09.15	Occupation carried on in a dwelling unit by the resident thereof, provided that use is limited in extent and incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character thereof. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.
Live/Work Unit																										A single unit (e.g., studio, loft, one-bedroom) consisting of both a commercial/office component that is occupied by the same resident, whereby the residential use is secondary and subordinate to the primary commercial/office use. This use shall not be construed to include single-family or multi-family residences with a home office or whereby persons work from home for a separate employer.
Recreational Vehicle																										A vehicular-type unit primarily designed for recreational camping or travel use that has its own motive power or is mounted on or towed by another vehicle. This term shall include, but is not limited to, travel trailers, fifth-wheel trailers, folding camping trailers, truck campers, motor homes and tiny-homes on wheels.

USES	ZONING DISTRICTS																	CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	L	RESERVED	AP1	AP2			RC	TCBD	TCBD-H	TMU	TMU-H	
MULTI-FAMILY AND SINGLE-FAMILY																									
Apartments					P					C											S	S	S	\$7.09.10	A high-density, multi-family dwelling structure containing multiple separate residential dwelling units (apartments) within the same architectural plan, for lease under common ownership.
Bungalow Court				P	P					C											S	S			A series of small, detached residential structures arranged to define a court, perpendicular to the street on a single lot or parcel under common ownership, or on individual lots /parcels meeting zoning district standards.
Duplex				P	P																			\$7.09.10	A single structure containing 2 dwelling units, each of which has direct access to the outside for lease under common ownership.
Multiple				P	P					C											S	S		\$7.09.10	Detached structure(s) consisting of between 3 and 10 dwelling units arranged side-by-side and/or stacked, typically with a shared entry from the street. This type has the appearance of a medium-to-large single-family home.
Townhouse, Villa, Condo				S	P					C										C	S	S		\$2.01.03.06.01	Planned arrangement of single-family buildings (dwellings) which touch lot lines and share a wall but are individually owned and occupied for residential purposes; or individually owned units in a single architectural plan.
Single-Family Detached	P	P	P	P						C											S	S			A single-family dwelling structure maintained and used as a single dwelling unit and occupied by a single household.
Mobile/Manufactured Home						P	P																		Factory-built structures designed and/or used as a permanent residence which may or may not be built on a permanent chassis, and which is transportable to a site of placement in one or more sections. This definition shall include dwelling units constructed prior to June 15, 1976, or after June 15, 1976 under the authority of the National Manufactured Home Construction and Safety Standards Act, transportable in one or more sections, which is 8 body feet or more in width and which is built on an integral chassis and designed to be used as a dwelling.

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
CONGREGATE LIVING																								
Group Home	P	P	P	P	P																S	S	\$7.09.06	A place of residence whereby unrelated individuals live independently without the need for supervision or assistance to participate in normal activities or meet the demands of daily living. Common areas are shared. Group homes include, but are not limited to, dormitories, boarding houses, hostels and group homes where direct car or supervision is not provided.
Residential Care Facility (RCF)	S	S	S	P	P																S	S	\$7.09.06	A place of residence whereby 24-hour care and supervision is provided to no more than 14 residents, often by live-in caregivers. Residents need assistance to participate in normal activities and meet the demands of daily living, but are not in need of 24-hour nursing supervision. Care and services are provided in a residential setting. RCFs shall include adult family care homes, community residential homes, and assisted living facilities with 14 or fewer residents.
Intensive Care Facility (ICF)				C	P					P	S	C											\$7.09.17	A place of residence whereby 24-hour nursing care or intensive supervision, often by a 24-hour awake staff of professionals, assistants and volunteers is provided. Licensed nurses, doctors, psychiatrists, psychologists, and other licensed professionals are required by the state due to the level of care residents need. Care may include rehabilitation services, counseling, case work, and medical/nursing care and may be provided within an institutional or secure environment. ICFs shall include nursing homes, assisted living facilities with more than 14 residents, intermediate care facilities, hospices, treatment/recovery facilities.
Transient Care Facility (TCF)										C	C	C												An establishment providing supervised room and board, or just a room, on a temporary or emergency basis, whereby clients, on average, stay for less than 6 months. Clients are in immediate need of temporary shelter due to abuse, neglect, abandonment, exploitation, or because they are otherwise homeless and without shelter or necessary basic needs. Facilities may be 24-hour or may be available during certain hours, but have supervisory staff on site at all times the facility is open. Instruction and supervision to assist clients to transition to permanent living situations may be provided. TCFs shall include emergency shelters, homeless shelters, half-way houses, and transitional housing.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS														CODE REFERENCE	DEFINITION									
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U			RESERVED	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
COMMERCIAL																									
ACCESSORY AND ANCILLARY USES																									
Outdoor Merchandise Display											A	A	A	A							A	A	A	A	Outdoor area of a designated size used for the display of merchandise or tangible property normally vendued from within the contiguous principal use during regular business hours only. Site plan approval is required. This definition is separate from outdoor merchandise storage and outdoor storage.
Outdoor Merchandise Storage												A	A												Storage, collection, or display of any merchandise, products, materials, appliances or equipment normally vendued from within the contiguous principal use during regular business hours, for more than 24 consecutive hours.
ACCOMMODATIONS																									
Bed & Breakfast						SE	SE	SE	SE					S	C							S	S	S	A transient lodging establishment, generally in a residential dwelling or detached guesthouse, with a maximum of 5 rooms, primarily engaged in providing overnight or otherwise temporary lodging for the general public. This definition shall not include transitional housing, shelters, or other transient care facilities.
Hotel														S	P	P						C			Establishment in which lodging is provided and offered to the public for compensation and which is open to transient guests and is not a rooming or boarding house. This definition shall not include transitional housing, shelters or transient care facilities.
Inn														S	P	P						S	S	S	A transient lodging establishment offering between 6 and 12 bedrooms, primarily engaged in providing overnight and otherwise temporary lodging for the general public. This definition shall not include transitional housing, shelters, or other transient care facilities.
AUTOMOBILE-ORIENTED																									
Automobile Service/Repair																P	P	C							Any building, structure, improvements or land uses for the repair and maintenance of automobiles, motorcycles and similar vehicles, including but not limited to body, fender, muffler or upholstery work; oil change and lubrication; painting; the service and sales; or installation of car radios, car alarms, stereo equipment.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Automobile/Vehicle Sales & Rentals													P											The use of any building, land area or other premises or portion thereof, for the display, sale, lease or rental of new or used automobiles (vehicles), panel trucks or vans, trailers or recreational vehicles (motor homes, campers, boats, golf carts, motorcycles, etc.) and including any warranty repair work and other repair service conducted as an accessory use.
Car Wash/Detailing											S	P	P											\$7.09.04 Establishment providing full or self-service washing and/or detailing of motor vehicles and domestic equipment.
Gasoline (Fuel) Service Station												P	P	P			C							Establishment selling automatable fuels (diesel, gasoline, ethanol, etc.) comprised of gas or fuel pumps, overhead canopy and attendant shelter or convenience store.
Heavy Vehicle/Equipment Service/Repair													P	P		S								Any building, structure, improvement or land used for the repair and maintenance of heavy vehicles (tractor/trailers, semi-trucks and the like), recreational vehicles (motorhomes, campers, boats, etc.) and equipment.
Parts & Accessory Sales												P	P	A										Establishment selling automotive parts and accessories. This may be considered ancillary to another principal use.
Towing Services													SE	P										Establishment offering towing services (long-distance or local) for light or heavy motor vehicles. Establishments may provide incidental services such as storage and emergency road repair services.
RETAIL SALES AND SERVICE																								
Auction House													P	P										Establishment for the purpose of buying or selling goods and services by offering them for bid, taking bids, and selling to the highest bidder.
Big Box, Large Retail, etc.												P	P											A singular retailer who occupies no less than 25,000 square feet of gross floor area, typically requiring high parking ratios and has a regional sales market. Regional retail sales can include, but are not limited to, membership warehouse clubs that emphasize bulk sales directly to the consumer, grocery stores, and department stores.

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Convenience Store										S	P	P	P							S	C	C	C	A small retail establishment that offers for sale convenience goods such as prepackaged food items, tobacco products, periodicals, and other household goods. May be ancillary to another use, such as a gasoline (fuel) service station, or standalone such as a neighborhood corner store.
Flea Market (Indoor/Enclosed)												C	C	S										\$7.09.12 Indoor commercial activity, not including shopping centers or individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the public and composed of 5 or more semi-enclosed or indoor stalls, rooms, stands or spaces used for the purpose of display and sale, exchange or barter of merchandise.
Flea Market (Outdoor/Open)																								\$7.09.12 Outdoor commercial activity, not including shopping centers or individual retail operations or sales conducted by a non-profit or charitable organization, that is open to the public and composed of 5 or more outdoor stalls, rooms, stands or spaces to be used for the purpose of display and sale, exchange or barter of merchandise.
General Retail Sales										P	P	P	C						P	S	S	S	Sale of goods to the general public and institutions for professional, personal and household consumption. After sale services may be provided (repair and installation services incidental to the sale of goods). This definition does not include automobiles sales, big box/large retail, convenience stores, or other retail sales defined and regulated herein.	
Greenhouse														C	C								Indoor/enclosed establishment for the propagation, processing and storage of plants produced for wholesale or retail sales. Uses include growing beds, hoop houses, vertical farming and hydroponic systems. This use does not include nurseries, outdoor gardens or grow beds, tree farms, or other outdoor farming activities.	
Landscape Supply/Garden Center										A	C	P	P	A									Establishment licensed for the retail sale of landscape materials and garden supplies, such as but not limited to, landscape stones, gravel, mulch, potted plants and trees, and the like. This use may be accessory to another retail use.	

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION								
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED			AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
Mobile/Temporary Sales										T	T	T	T	T				T		T	T	T		Ch. 120 & 121, Code of Ordinances	The selling or business of selling food or other items from a mobile vending vehicle, cart or stand from which items are sold to the general public; and temporary or seasonal tent sales. All sales shall be in accordance with applicable city codes and regulations.
Pawnshop											S	P													Establishment run by a licensed pawn broker (as defined in FS 539.01) where money is lent in exchange for personal property that can be sold if the loan is not repaid in sufficient time.
Shopping Center											P	C													A group of 3 or more commercial business establishments within a single architectural plan with common ownership of property or cooperative or condominium ownership.
FINANCIAL, BUSINESS AND PROFESSIONAL																									
Financial Services (Bank)											P	P	P	P							S				A licensed establishment subject to national and/or international banking regulations, providing financial services including bank cashing, accepting deposits, lending and safeguarding of money or other valuable items.
Financial Services (Commercial Lender, Non-Bank)											P	P	P												Commercial establishment without a full banking license and not subject to national/international banking regulations, providing financial services, including lending.
Office (Professional/Corporate)											P	P		C	A					P	P	P			Offices for members of a recognized profession maintained for the conduct of that profession (e.g. law offices, corporate company offices) that do not require the use of fleet vehicles and/or material or equipment storage.
Office (Trades/Fleet)												P	P	S											The office of a business establishment utilizing light commercial or fleet vehicles, and/or requiring material or equipment storage, to provide off-site/mobile services, including but not limited to, construction offices, pest-control, cable television/internet, plumbing, electrical, lawn care, mobile detailing, tree service.

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USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION								
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H		
Liquor Store											S	S	S											\$7.09.03	Retail establishment licensed to sell beer, wine and liquor, and/or beverages containing more than 14% alcohol by weight, for off-premises consumption.	
Restaurant (Café)											S	P	P	P			SE				P	P	P		A small restaurant establishment serving or selling food, baked goods, and/or beverages prepared on and/or off the premises, for immediate consumption on or off site, typically utilizing existing buildings or spaces less than 2500 square feet. This definition includes, but is not limited to, cafés, coffee shops, bakeries, boutique restaurants, and the like. Restaurants utilizing drive-thru facilities are regulated separately.	
Restaurant (Drive-Thru Service)												S	P	P											Establishment serving or selling food and beverages prepared on the premises for immediate consumption on or off site, utilizing a drive-thru facility allowing customers in vehicles to transact business with persons inside the principal building.	
Restaurant (Full Service)												S	S	P	P		SE				P	S	S		Establishment serving or selling food and beverages prepared on the premises for immediate consumption on or off site. Restaurants utilizing drive-thru facilities are regulated separately.	
PERSONAL SERVICES																										
Adult (Regulated Uses)																		C		C					\$7.09.02	Uses, including adult arcades, adult book stores, adult dancing establishments, adult entertainment, adult theaters, and/or adult massage establishments.
Barbershop/Salon												P	P	P							P	P	P		Commercial establishment, wherein cosmetology and/or barber services are offered or practices by a licensed professional on a regular basis; may include training of apprentices under regulation of a board.	
Laundromat, Dry-Cleaner													P	P	P						C				Establishment providing self-service laundry, or dry-cleaning services, directly to the public with on-premises pick-up.	
Laundry/Dry-Cleaning Plant																					P	P			Establishment providing laundry/dry-cleaning services at a mass scale to the public with pick-up and drop-off locations off-site.	

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																	CODE REFERENCE	DEFINITION					
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1	AP2			RC	TCBD	TCBD-H	TMU	TMU-H
Pharmacy/Drug Store										S	P	P									S			Establishment where the primary business is the filling of medical prescriptions and sale of medication, medical devices and supplies by licensed professionals, and non-prescription medicines. Non-medical products may also be sold. Compounding facilities and blood banks may be approved as an accessory use.
Medical Marijuana Treatment Center Dispensing Facility										S	P	P									S			Retail sales component of a medical marijuana treatment center that has been licensed by the Florida Department of Health, Office of Medical Marijuana Use pursuant to section 381.986, Florida Statutes, and is authorized by the State of Florida to dispense marijuana, but does not include the cultivation, processing or distribution facilities of the Medical Marijuana Treatment Center.
Tattoo/Body Piercing										S	P	P									P			Establishment licensed to provide tattoo and body piercing services to the general public.
Personal Services										P	P	P	P								S	S	S	Establishments providing individual and personal services such as, but not limited to, tanning salons, day spas, licensed massage establishments, shoe shine and repair, dressmaking, tailoring and garment repair shops, but specifically excluding adult (regulated uses) and other personal services defined herein.
PET/ANIMAL-ORIENTED																								
Kennel											A	C	C	P										Establishment where the primary use is for the long-term keeping of 5 or more domestic dogs and/or 10 or more cats on site for longer than 24 hours.
Pet Care Services (Indoor)										S	P	P	S								P	P	P	Establishment providing individual and personal functions, including pet care services, grooming and accessory retail sales for a period not to exceed 24 hours. Outdoor areas are prohibited.
Pet Care Services (Indoor/Outdoor)											C	C	C	P										Establishment providing individual and personal functions, including pet care services, training, grooming accessory retail sales and accessory overnight boarding services. Outdoor play areas may be permitted.

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION								
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1		AP2	RC	TCBD	TCBD-H	TMU	TMU-H		
Veterinary Clinic/Hospital												P	P	P							S	S	S	\$7.09.26	Establishment with licensed practitioners of veterinary medicine, dentistry or surgery for animals, including establishments providing testing services for licensed veterinary practitioners.
HEALTH, CIVIC, INSTITUTIONAL, AND NON-PROFIT																									
EDUCATION																									
College/University										P	P	P	P								S				Establishment offering academic or technical courses and graduate degrees, certificates or diplomas at the associates level and/or higher. Admission requires a high school diploma or higher.
Grade School (Public or Private)	P	P	P	P	P					P	P	P	P								S	S	S		Elementary schools, special education facilities, alternate education facilities, middle schools and high schools operated by a public or private entity. Charter schools are included as part of this definition.
Technical Trade/Vocational										S	P	P	P	S		S					S				Educational establishment providing vocational and technical training of non-academic subjects for job-specific certification (beauty schools, computer training, driving education, flight training, language instruction, etc.)
Child Day Care Services/Pre-School										P	S	C									S	S	S	\$7.09.08	Establishment providing custodial, educational or development services to preschool age children. This includes nursery schools, head start programs, and similar facilities primarily engaged in the care and protection of children for less than a 24-hour period.
PUBLIC ADMINISTRATION																									
Government Offices/Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P							P	P	P		Structures, offices, facilities and lands owned, leased or operated by a government entity, such as civic centers, libraries, fire stations and government administration buildings.
HEALTH AND HUMAN RESOURCES																									
Blood/Organ Banks										A	A	P	P								A				Establishments utilized for collecting, typing, separating, storing and preparing blood and plasma for transfusions. These establishments may be part of a larger laboratory in a hospital or separate free-standing building.

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12

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	L	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
ARTS, ENTERTAINMENT, RECREATION AND OPEN SPACE																									
Museum											P	P	P	P				P	P		P	P	P		Establishments for the exhibition of historical, cultural and educational objects, structures and information.
Performing Arts Center											S	P	P					P		S	S	S	S		Establishments for the enactment of live performances. <i>This definition specifically excludes adult (regulated) uses such as adult theaters.</i>
Studio												P	P	P						P	P	P	P		Establishments utilized for the creation, showing and selling of art, such as but not limited to film or television, sculptures, photographs, paintings, drawings and woodworking.
Theater												S	P	P						S					Establishment for the showing of motion pictures or live performances. <i>This definition specifically excludes adult (regulated) uses such as adult theaters.</i>
Fitness Center, Gym, etc.											S	P	P	P						P	S	S	S		Establishment offering memberships to the general public for use of exercise equipment, rooms, classes or related fitness services.
Recreation Sports/Center														S	S			S							Establishment on public or private property used for recreational entertainment, fitness, or sports such as but not limited to swimming pools, sports fields, large gymnasiums, tennis courts, etc.
Private Club/Recreation Facility	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE					SE	SE	SE	SE		Recreation center for the exclusive use of members of a private club or organization and their guests, with facilities usually including swimming pools and/or tennis courts, but specifically excluding golf courses. <i>This definition does not include commercial rec centers or gyms without memberships.</i>
Sport Shooting Range (Indoor)												C	C	C	C										An indoor/enclosed, specialized facility designed and licensed for practicing, training and educational use of firearms and archery, including target practices and competitions.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS														CODE REFERENCE	DEFINITION									
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	LI			RESERVED	AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H	
INDUSTRY, TRANSPORTATION AND STORAGE																									
MANUFACTURING, PROCESSING AND WHOLESALE																									
Construction Services															S	P									Establishment involved in construction of new buildings, additions, alterations, reconstruction, installation, repairs, demolition, blasting, test drilling, leveling, dredging, earthmoving, excavating, drainage and other land preparation development. Accessory office space is permitted.
Drug Processing/Manufacturing															P	P									Facility involved only in manufacturing, production and compounding of medications distribution to pharmacies and other retail outlets, excluding a retail pharmacy component.
Heavy Industry/Manufacturing																									Uses engaged in the basic processing and manufacturing of materials or products predominantly from extracted or raw materials; or a use engaged in storage or manufacturing processes using flammable or explosive materials; or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. This term includes the manufacture and compounding of raw materials and activities or processes necessitating the storage or large volumes of highly flammable, toxic matter or explosive materials needed for manufacturing processes. These activities may involve outdoor operations as part of their manufacturing processes.
High-Tech Manufacturing															C	P		S							Manufacturing of technology related products (commercial computer products, fiber-optic cables, electron tubes, circuit boards, capacitors, etc.) and machinery utilized for the manufacturing of such goods.
Laboratory (Testing)															S	P	P								Establishment for the testing and analysis of products, materials, or biological organisms; investigation of natural, physical or social sciences; or engineering and development as an extension of investigation, with the objective of creating an end product.

USES	ZONING DISTRICTS															CODE REFERENCE	DEFINITION							
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED			AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Light Industry/Manufacturing														C	P		P							Uses engaged in the manufacture, predominantly from previously prepared materials of finished products or parts, including processing, fabrication, assembly, treatment and packaging of the products and incidental storage, sales and distribution of products. <i>This definition shall not include uses which include or produce hazardous materials or waste, sound/noise, smells or other nuisances.</i>
Lumber Yard															C									Area used for storage, distribution and sale of finished or rough-cut lumber products, including the manufacture of lumber. <i>This definition does not include the manufacture of end products made of wood/lumber, such as doors or windows.</i>
Paint Booth												SE	SE	P										Enclosed area with emission controls for the purpose of spray painting fabricated items.
Publishing & Printing												A	P	P										Establishments for the mass printing and distribution of books, newspapers or other printed materials or software. <i>This term excludes small printing/copying services such as those associated with office supply stores, photographic processing services, stationary printing and low volume printing services.</i>
Recycling Collection Center															C									Facility specifically for the collection of recyclable materials for delivery to a processing facility.
Recycling Processing Center																								Facility specifically for processing of recyclable materials.
STORAGE																								
Junkyard																								A building, structure or parcel of land or portion thereof, used for collection, storage, or sale of waste paper, rags, scrap metal, rubber tires, bottles, vehicles or other discarded material.
Material Handling and Storage																								Establishment engaged in the movement, protection, storage and control of materials, through manufacturing, distribution, consumption, and disposal utilizing manual, semi-automated or automated equipment.

Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS																CODE REFERENCE	DEFINITION						
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED	AP1			AP2	RC	TCBD	TCBD-H	TMU	TMU-H
Mini-Warehouse/Self-Storage												S	P	C										Establishment consisting of separate storage or warehouse units (generally less than 430 square feet each) used for the storage of personal property and leased to the general public.
Outdoor Storage												A	A	A										The storage, collection or display for 3 or more consecutive days, of any products, materials, equipment, appliances and/or personal property of any kind, or materials that are a byproduct of a permitted use, on an unenclosed and/or uncovered area. This definition shall include material lay down areas/yards.
Recreational Vehicle Storage												C	C	C										Area or facility used for the temporary storage of recreational vehicles including, but not limited to, boats, motorhomes, camping trailers, truck campers and other equipment. Recreational vehicles stored onsite shall be operable and/or in working condition. This definition shall not be construed to include the storage of recreational vehicles or any type of vehicle, which is dilapidated, inoperable or otherwise determined to be in a deteriorated state; nor shall this definition include similar uses to a junkyard.
Tank Farm																								Area or facility used for the storage of petroleum products prior to distribution to consumers and retail facilities. This definition excludes oil deposit and installation of oil terminals.
Warehouse												P	P	P										Establishment for the storing, distributing and shipping of goods within a completely enclosed structure. A range of services may be provided, such as labeling, break bulk, inventory control and management, light assembly, order entry and fulfillment, packaging, pick and pack, price marketing and ticketing, and transportation arrangements.
Wholesale Distribution												S	S	S										Establishment operating from a warehouse building, specializing in the distribution of bulk products to retailers; industrial, commercial, institutional or other professional users; or directly to the consumer.



Table 2.02.01 | Ord. 1431-21

USES	ZONING DISTRICTS														CODE REFERENCE	DEFINITION									
	ER	R1	R2	R3	R4	M1	M2	M3	M4	OP	C1	C2	C3	U	RESERVED		AP1	AP2	RC	TCBD	TCBD-H	TMU	TMU-H		
TRANSPORTATION RELATED																									
Airport Related Services																S		P		P				Ord. 1358-18	Uses related directly and indirectly to the airport. Uses may include those relating to take-off and landing, maintenance facilities for aircraft, transit terminals and other related services.
Commercial Parking Structure											S	S	S	S	S						S	S	S		Any area of land or any building or part thereof intended for the lawful parking of motor vehicles, generally for a fee, which is available to the public and/or private use as an accommodation for tenants, employees, clients or customers.
Freight Transportation Services																	P		P		P				Establishments providing transportation services for general freight via ground, air or rail transportation. These establishments may provide local pick-up, local sorting and terminal operations, line-haul, destination sorting, and terminal operations, and local delivery.
Transit Center											S	P	P	P	S						S	S	S		Local and suburban ground passenger transit system utilizing more than one mode of transportation over regular routes and on regular schedules.

ORDINANCE NO. 1453-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY’S ZONING MAP DESIGNATION FROM OP (OFFICE PROFESSIONAL) TO C-3 (GENERAL COMMERCIAL) FOR APPROXIMATELY 10.0 ACRES OF REAL PROPERTY LOCATED AT 39735 CHANCEY ROAD AND HAVING PARCEL NUMBER 24-26-21-0000-00100-0050 ; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council has been given authority by the State of Florida pursuant to Chapters 163 and 166, Florida Statutes, to rezone property within the City limits upon receipt of written consent of the landowner, together with approval of the City Council of said rezoning duly expressed by Ordinance; and

WHEREAS, the City Council gave due public notice of hearings on the proposed rezoning as required by the Zephyrhills Land Development Code, as amended, and Chapters 163 and 166, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, did hold public hearing on the 18th day of October, 2022 to consider the proposed rezoning and has recommended approval; and

WHEREAS, the City Council has determined that the C-3 zoning category is consistent with the assigned Future Land Use Classification of MU (Mixed Use) as established in the adopted Comprehensive Plan and would promote the general welfare of the public and would encourage proper development within the City; and

WHEREAS, the zoning amendment is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council desires to hereby formally adopt the amendment to the City’s Zoning Map.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Recitals.

The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. Authority.

This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. Amendment.

The following described lands, lying and being situated in the City of Zephyrhills, to wit:

Physical Address: 39735 Chancey Road, Zephyrhills, FL 33542

Parcel /Tax ID Number: 24-26-21-0000-00100-0050

Legal description: See Exhibit “A”

Assessed in Section 24, Township 26 South, Range 21 East of Pasco County Florida, and being 10.0 Acres, MORE OR LESS.

The Zoning Designation is hereby rezoned from OP to C-3 and is included within the boundaries of the City of Zephyrhills, FL.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: That if any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date.

This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1453-23 was read and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 12th day of December, 2022.

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

The foregoing Ordinance No. 1453-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of January, 2023.

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

The foregoing Ordinance No. 1453-23 was approved by me this 9th day of January, 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

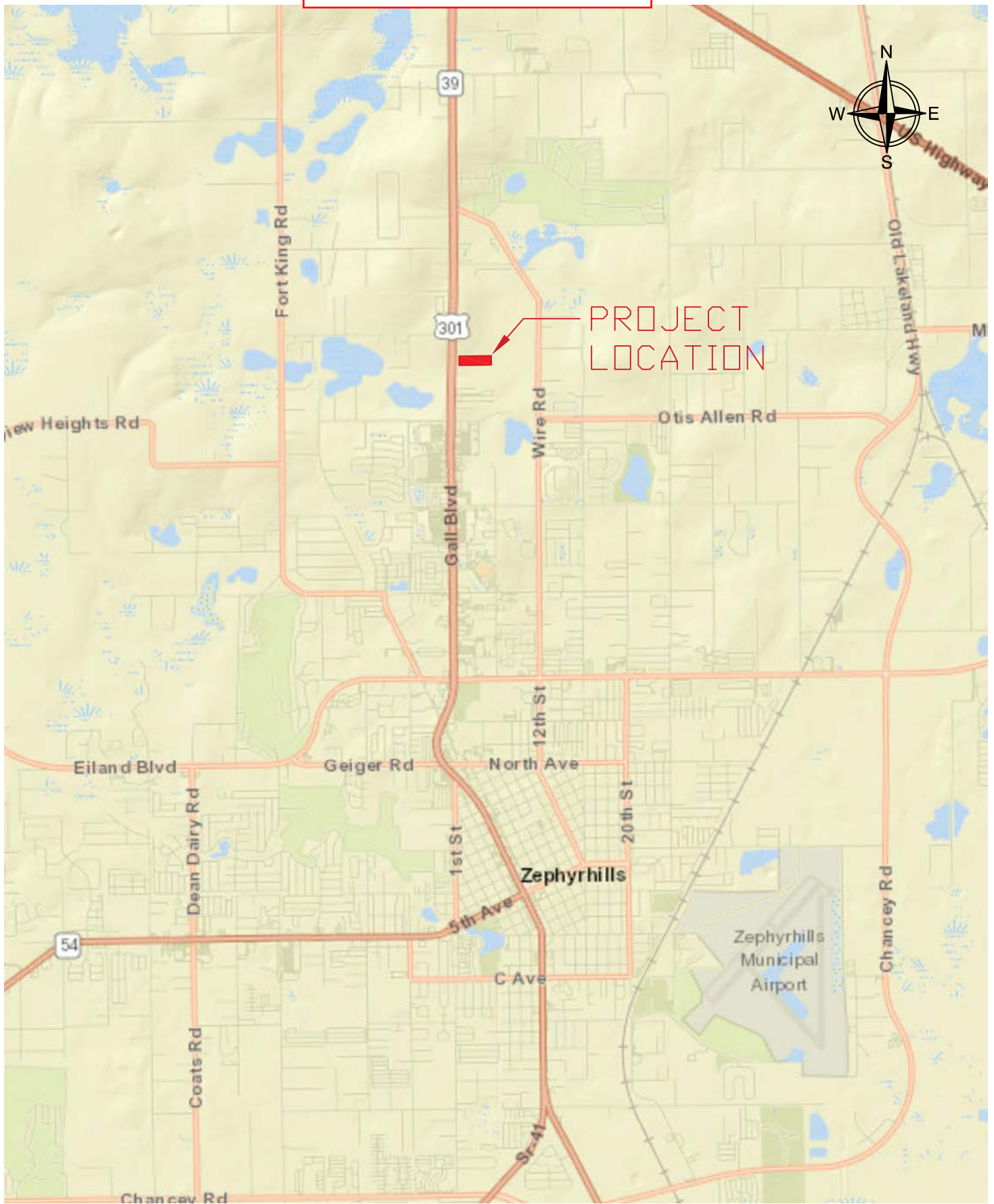
EXHIBIT "A"

For a point of Reference commence at the Northeast corner of the west 1/2 of the Northeast 1/4 of Section 24, Township 26 South, Range 21 East, Pasco County, Florida. Thence S. W16'02" W., along the East boundary thereof, a distance of 1272.50 feet for a POINT OF BEGINNING; Thence continue G. 00'16'02" W., along said East boundary, a distance of 663.44 feet to the Northerly Right-of-Way line of Zephyrhills Bypass East; Thence along said Right-of-Way line and along the arc of a curve to the left a distance of 316.01 feet (said curve having a radius of 11,519.16 feet, delta of 34'19", and a chord bearing and distance of S. 84°26'57" W., 316.00 feet); Thence N. 06°20'11" W., a distance of 10.00 feet; Thence S. 83°13'49" W., a distance of 60.37 feet; Thence S. 08°38'11" E., a distance of 10.00 feet; Thence along the arc of a curve to the left a distance of 256.44 feet (said curve having a radius of 11,519.16 feet, delta of 01°46'32", and a chord bearing and distance of S. 82°43'33" W., 256.4* feet); Thence leaving said Northerly Right-of-Way line, N. 00°17'43" E., a distance of 730.93 feet; Thence N. 89°47'04" E., parallel with the North boundary of said Section 24, a distance of 628.15 feet to the Point of Beginning.

Church Property Reverter Clause:

And further to have and to hold said tract or parcel of land, with the appurtenances, estate, title and interest thereto, belonging to AGAPE BAPTIST CHURCH OF ZEPHYRHILLS, INC., a nonprofit corporation, its successors and assigns, forever, for the use and benefit of those of the membership, even though they may be a minority, who adhere to, maintain and propagate the doctrines, faith and practices of the missionary Baptist churches which cooperate with the Florida Baptist Convention and the Southern Baptist Convention; and failure or refusal of the membership of said church, even though they may be a majority, to adhere to, maintain and propagate the doctrines, faith and practices of missionary Baptist churches and to cooperate with the Florida Baptist Convention and the Southern Baptist Convention shall constitute such a deviation from the accepted usage, practices and beliefs of Baptists, that said majority shall no longer constitute the true congregation of said church, the title to the property hereinabove described shall vest in, and be held for, the use and benefit of the majority who do adhere to, maintain and propagate the doctrines, faith and practices of the members of missionary Baptist churches which cooperate with the Florida Baptist Convention and the Southern Baptist Convention; and, in the event the entire membership of the AGAPE BAPTIST CHURCH OF ZEPHYRHILLS, INC. should fail or refuse to follow, or should renounce the doctrines, faith and practices of members of Baptist churches which cooperate with said Conventions, then the title to the above described property shall revert to and become vested in FLORIDA BAPTIST CONVENTION, or its successor, to be used for church and mission purposes.

FIGURE 1 - LOCATION MAP



CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
AIDGROUP.COM

Location Map
Palm Cove East
Zephyrhills, Florida
AVID NO. 3470001

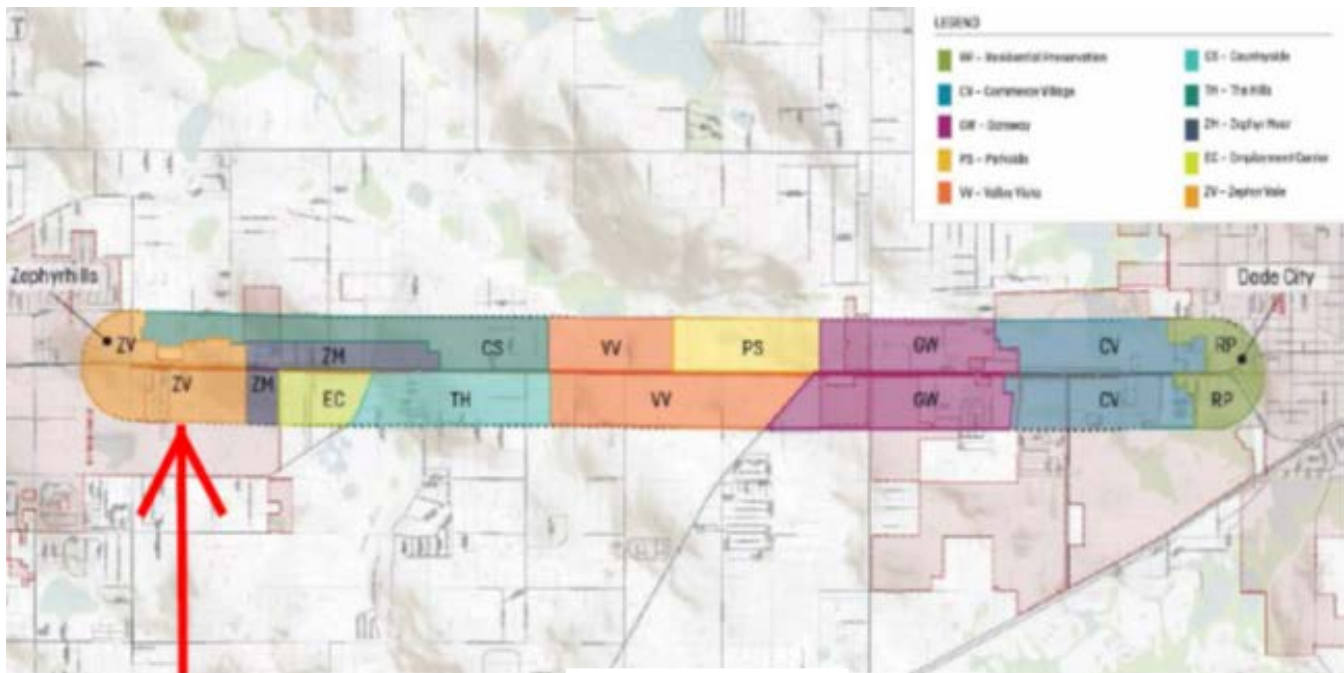
FIGURE 2 PROJECT AERIAL



CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
AVIDGROUP.COM

Aerial Exhibit
Palm Cove East
Zephyrhills, Florida
AVID NO. 3470001

FIGURE 3 – US 301 CORRIDOR VISION PLAN – ZEPHYRVALE IS LIGHT ORANGE





DISCLAIMER:

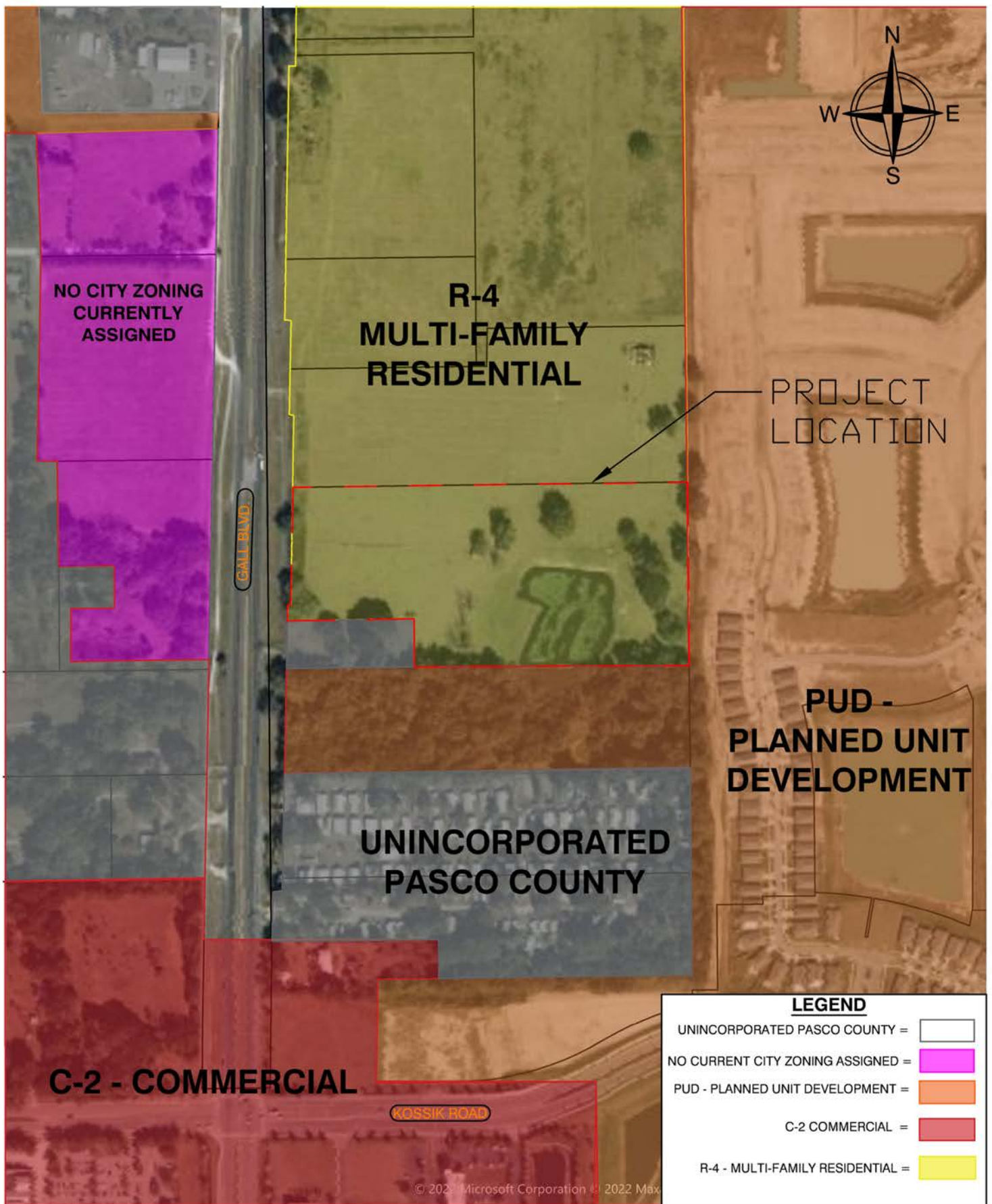
1. THE CONCEPT REPRESENTED HEREIN IDENTIFIES A DESIGN CONCEPT RESULTING FROM LAYOUT PREFERENCES IDENTIFIED BY THE CLIENT COUPLED WITH A PRELIMINARY REVIEW OF ZONING AND LAND DEVELOPMENT REQUIREMENTS AND ISSUES.
2. THE FEASIBILITY WITH RESPECT TO OBTAINING LOCAL, COUNTY, STATE AND OTHER APPLICABLE APPROVALS IS NOT WARRANTED AND CAN ONLY BE ASSESSED AFTER FURTHER EXAMINATION AND VERIFICATION OF SAME REQUIREMENTS AND PROCUREMENT OF APPROPRIATE JURISDICTIONAL APPROVALS.
3. THE CONCEPTUAL PLAN IS PREPARED FOR CONCEPTUAL PRESENTATION PURPOSES ONLY AND IS NOT INTENDED FOR UTILIZATION AS A ZONING AND/OR CONSTRUCTION DOCUMENT. THE EXISTING CONDITIONS SHOWN HEREON ARE BASED UPON INFORMATION THAT WAS SUPPLIED AT THE TIME OF PLAN PREPARATION AND MAY BE SUBJECT TO CHANGE UPON AVAILABILITY OF ADDITIONAL INFORMATION.
4. THIS CONCEPT PLAN WAS PREPARED WITHOUT BENEFIT OF A SURVEY, JURISDICTIONAL DELINEATION OR ARBORIST REPORT. LOCATION OF WETLANDS OR PROTECTED / GRAND TREES HAS NOT BEEN TAKEN INTO ACCOUNT.

CIVIL ENGINEERING 2300 CURLEW ROAD, STE 201
LAND PLANNING PALM HARBOR, FLORIDA
TRAFFIC/TRANSPORTATION 34683
SURVEYING PHONE (727) 789-9500
GIS AVIDGROUP.COM

FIGURE 6 - SITE ACCESS PLAN - PER FDOT REQUIREMENTS



FIGURE 7 ZONING MAP



CIVIL ENGINEERING 2300 CURLEW ROAD STE 201
 LAND PLANNING PALM HARBOR, FLORIDA
 TRAFFIC/TRANSPORTATION 34683
 SURVEYING
 GIS PHONE (727) 789-9500
 AVIDGROUP.COM

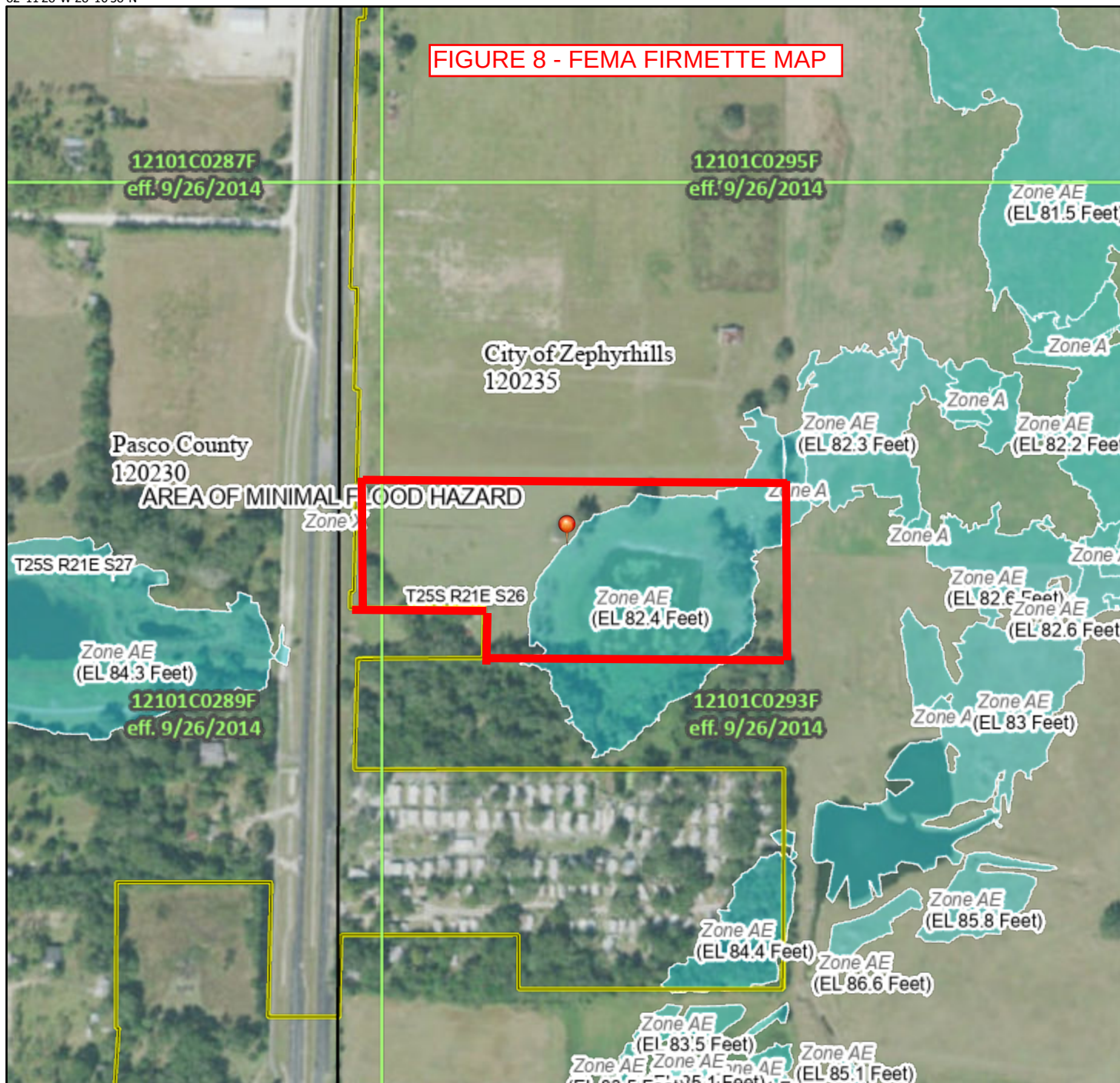
Zoning Exhibit
Palm Cove East
Zephyrhills, Florida
 AVID NO. 3470001

National Flood Hazard Layer FIRMette



82°11'28"W 28°16'58"N

FIGURE 8 - FEMA FIRMETTE MAP



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/9/2021 at 5:24 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Staff Report Memorandum

To: City Council and Honorable Mayor
From: Rodney Corriveau, AICP – Senior Planner
RE: USE 04-21 Palm Cove Conditional Use Petition
Date: December 12, 2022 and updated for January 9, 2023

I. BACKGROUND & INFORMATION

A. History | Application Summary

This is an application for a conditional use petition to exceed the height limitations of the R-4 (Multi-Family Residential) zoning district. The proposal is for the construction of a 4-story building over parking, and a 3-story building at grade for independent living units (apartments for elderly) on 15.03 acres (mol) of real property, see Attachment 1- Elevations for illustrations. The project is located on US 301/Gall Blvd approximately 1,500 feet from Kossik Rd. / Otis Allen Rd., see Figure 1 - Location Map. At its regularly scheduled meeting on February 15, 2022, the SPRC recommended approval of the conditional use to exceed the height limitations of the R-4 zoning designation.¹ Please note there is an assisted living facility (ALF) proposed on-site as part of this proposal, and IS NOT the subject of a conditional use for height. An assisted living facility, as well as independent living units (considered apartments under the Land Development Code (LDC)) in the R-4 zoning designation is permitted as-of-right. Please see conditional use requirements discussion, page 9 - for zoning designation discussion.

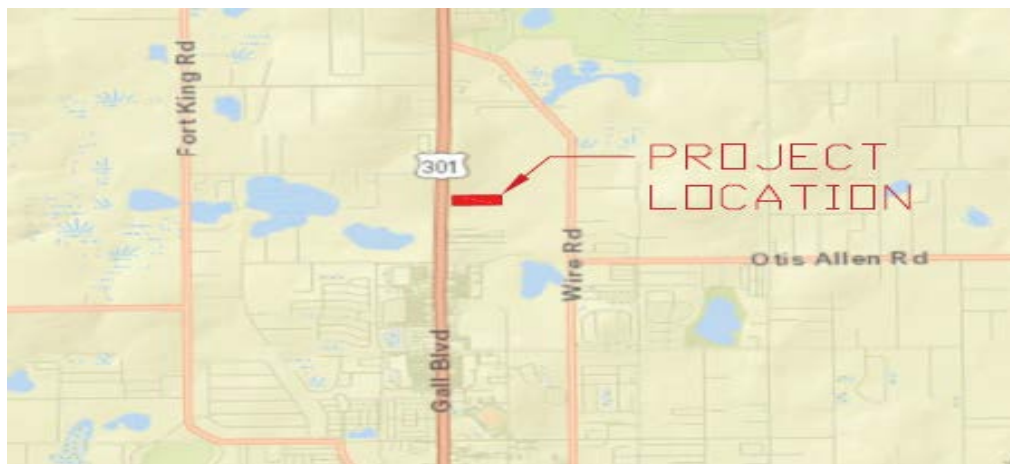


Figure 1 - Location Map Courtesy of Avid Group

¹ At its February 15, 2022 meeting, the SPRC approved a parking requirement reduction based upon the proposed use as an independent living facility and assisted living facility. Please note the SPRC is the final approving committee for parking reductions (per LDC Sec. 7.03.04.06(a)), therefore the parking reduction request is not a subject of this application. Further discussion is contained herein.

B. Site Information

<u>Applicant Owner:</u>	Tom Simpson for Skyline One, LLC
<u>Location:</u>	8330 Gall Boulevard, Zephyrhills FL 33541
<u>Parcel ID Number(s):</u>	26-25-21-0060-00000-0050
<u>Acreage:</u>	15.03 Acres (2.6 Acres of which are wetlands)
<u>Existing Use of Land:</u>	Vacant
<u>Existing Land Use:</u>	RU (Residential Urban)
<u>Existing Zoning:</u>	R-4 High Density Residential
<u>Overlaying Plan (pending):</u>	US 301 Corridor Plan (NOT APPROVED)
<u>Proposed D/U per Acre:</u>	14 DU (210 units / 15 acres = 14 DU)
<u>Proposed Unit Breakdown:</u>	ALF - 138 Independent Living – 72
<u>Site Serviced by Utilities?²</u>	NO – Requires Utility Service Agreement
<u>Existing Capacity in WUP?³</u>	YES (Approx. 27,600 GPD (92 X 300 = 27,600 GPD)
<u>Physiography and Geology⁴</u>	26-30 meters or 85-100 feet change in elevation
<u>Flood Zone(s)</u>	X and AE



Figure 2 - Project aerial Courtesy of Avid Group

² Please see Utility Service Agreement discussion under *Data and Analysis – Utilities Discussion*.

³ Please see water capacity discussion under *Data and Analysis – Utilities Discussion*.

⁴ Please see Topographical Challenges discussion under *Data and Analysis – Environmental Setting*.

II. DATA & ANALYSIS REVIEW

Height Review (LDC Part 7.01.01.04) -

The applicants are requesting to exceed the 2-story (30-foot) height limitation of the R-4 zoning district (LDC Subsection 7.01.01.04, Height Regulations) to construct a 4-story independent living over parking and a 3-story independent living building at grade. Independent living units are classified as apartments under the City of Zephyrhills Land Development Code (LDC) and are permitted as-of-right in the R-4 zoning designation. Three and 4-story buildings are classified as “mid-rise structures,” under Subsection 7.01.01.04 in the LDC. Mid-rise structures may be permitted to exceed 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 conceptual site plans provided by the applicants indicate a maximum building height of 55 feet, as measured from the centerline of the closest adjacent street, which is US 301/Gall Blvd. The location is within the ZephyrVale subsection of the pending and yet to be adopted US 301 Corridor Vision Plan (the Plan). Per the request of Staff, the site plans were devised in accordance with the spirit and regulations of the Plan, rather than strict adherence with the additional setback provisions of the LDC⁵. The buildings have therefore been located closer to US 301/Gall Blvd.

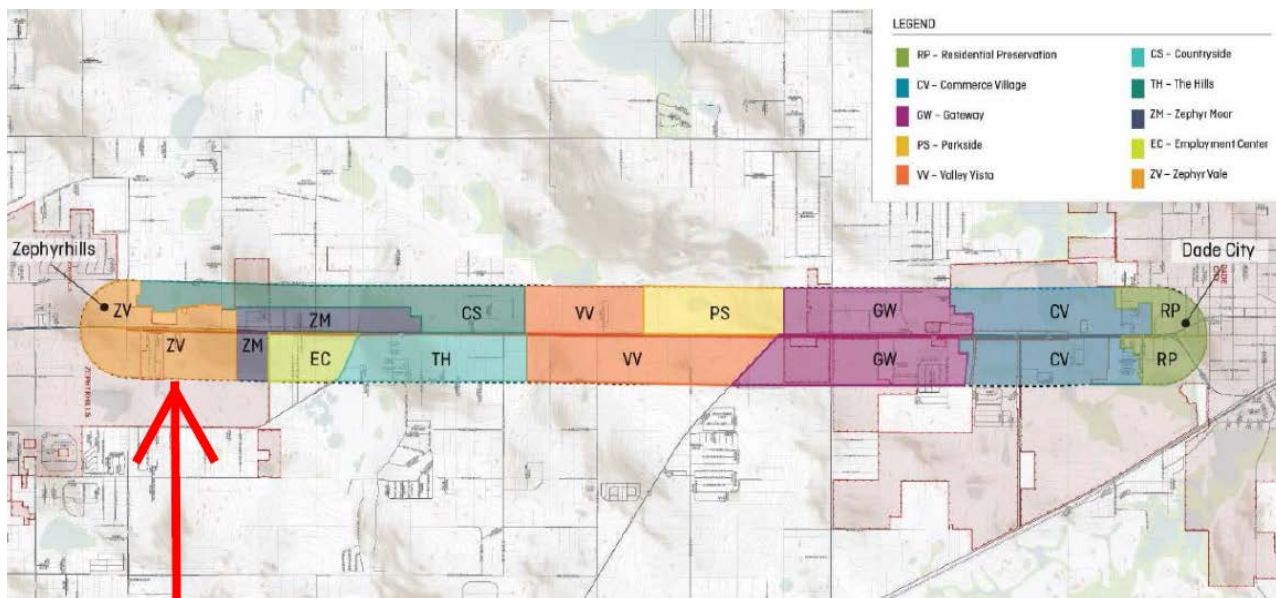


Figure 3 - US 301 Corridor Vision Plan – See Arrow for Subject Property Location Courtesy of Renaissance Planning

^{5 5} The City of Zephyrhills LDC requires an additional one-foot (1) setback for each two (2) feet of building height above 30 feet (Sec. 7.01.01.04(B)(3)(b)).

As such, Staff coordinated with the applicant to provide two design proposals (Concept Plan “M” and Concept Plan “P” - please refer to the following illustration of the concept plans). Please note the full plans containing project data are attached to this Staff report.

Additionally, the applicant provided a drive-by animation to supplement Concept Plan M and will be part of Staff’s presentation. Concept plans provided are for informational purposes. A complete LDC compliance review has not been performed on either Concept Plan “M” or Concept Plan “P”.

CONCEPT PLAN “M”

The first design proposal (“Concept Plan M”), the 3- and 4- story buildings are located closer to US 301/Gall Blvd., while the memory care/assisted living building, which does not exceed 30 feet in height, would be located further from US 301/Gall Blvd., towards the middle of the project site. Please see Attachment 1 – Elevations, for typical proposed elevations attached to this report (for illustrative purposes only).



Figure 4- Concept Plan “M” Courtesy of Avid Group

CONCEPT PLAN “P”

In Concept Plan “P”, the applicant has proposed moving the taller buildings to the middle of the site, and therefore furthest from both US 301/Gall Blvd. and the future Dairy Road (see “**Concept Plan P**”). Therefore, the memory care/assisted living building, which does not exceed 30 feet in height, would be located towards the front of the property along US 301/Gall Blvd.

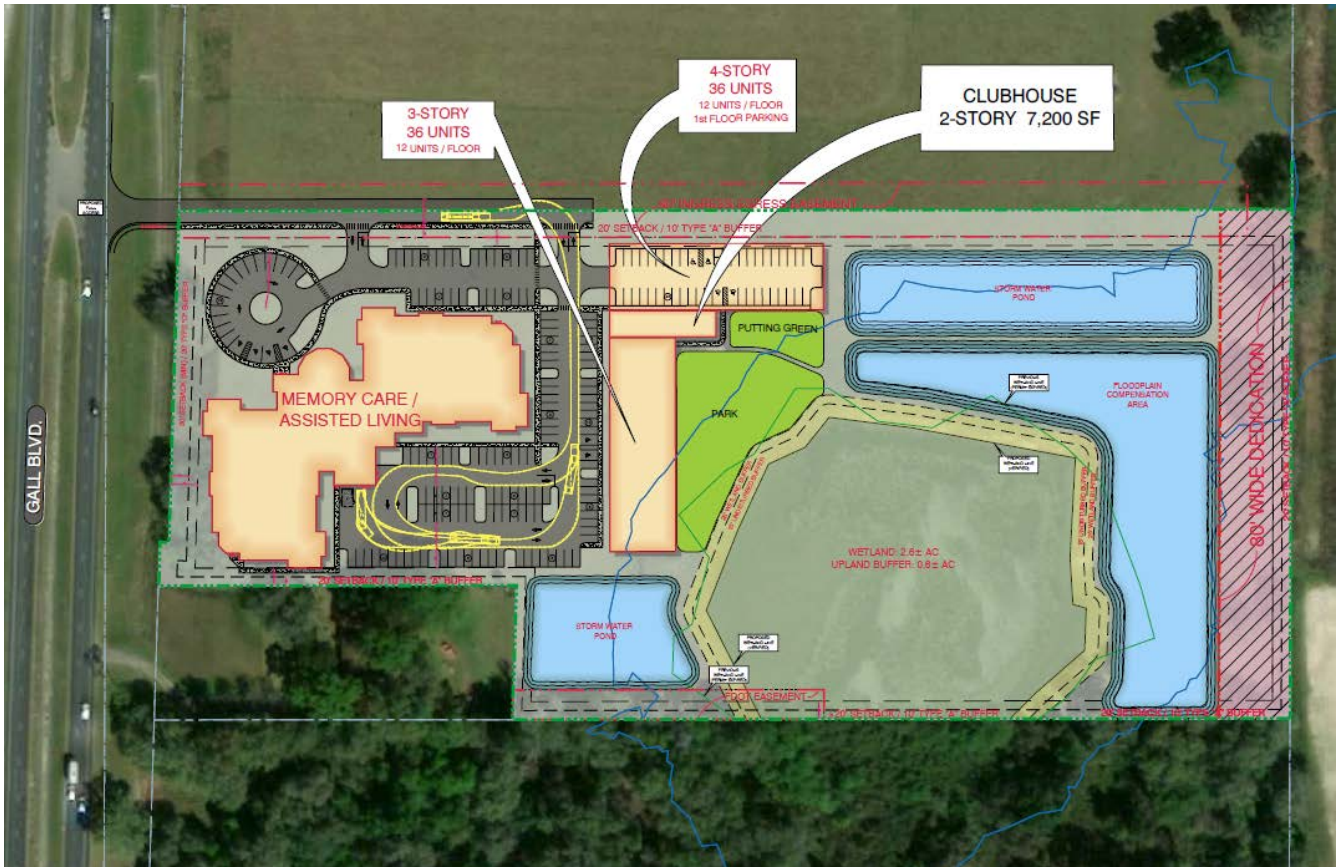


Figure 5 - Concept Plan “P” Courtesy of Avid Group

It is Staff’s opinion that the configuration of “Concept Plan P” may mitigate the scale and massing effects of placing the taller buildings front and forward along US 301/Gall Blvd. Placing the taller buildings in the center of the site, away from the public rights of way US 301/Gall Blvd. and the future Dairy Road helps mitigate the effects of height, scale, and massing.

- 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 3- and 4-story buildings proposed in this application for conditional use are not expected to be of concern due to proximity from airport.



Photo 1 – Subject Site Viewed From Gall Blvd Looking Southeast *Google Imagery - July 2022*

- c. Compliance with Resolution # 147 is required.

City Resolution No. 147 primarily pertains to the allowance of mid-rise structures and additional conditions related to the Fire Department. All plans shall meet the adopted building code and fire code standards, as well as any additional standards which may be required by Pasco County Fire Rescue.

Conditional Use Requirements (LDC Part 11.10.00) -

- A. The proposed conditional use will not adversely affect or contribute to the deterioration of life or property values in the immediate neighborhood

The purpose of a Conditional Use permit is to, in part, mitigate any potential impacts to adjacent properties and the community in general. 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 applicant 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) in the area consist of the American House on Pretty Pond and Dairy Road, (a 3-story complex on a hill), Zephyr Commons Apartments (a recently approved 4-story complex next to Publix) and the Grand Reserve Apartments (3-story complex) on Wire Road. The applicants have provided conceptual illustrations of the proposed 3- and 4-story buildings in relation to existing development and topography in the area, see Attachment 1 - Elevations. Furthermore, the site has been designed to utilize the existing topography to the greatest extent possible. In the Concept Plan “M”, the northern most building is planned to be partially located within the hillside to reduce the height appearance. Therefore the base floor is utilized as a non-habitable parking deck. In Concept Plan “P”, the taller building are located towards the middle of the property.

- C. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.

The applicant has provided an access Management Analysis prepared by Lincks and Associates, Inc. as part of the Conditional Use petition process. The applicant has attended several pre-application meetings with the Florida Department of Transportation (FDOT) for a Right of Way (ROW) use permit and site access concerns. The applicant has held intense discussions with Staff from the City regarding traffic circulations impacts as well.

Site access is proposed via a private access easement off US 301/Gall Blvd. The parcel immediately to the north, when developed, will share this access easement, thus limiting multiple curb-cuts onto US 301 in the vicinity.

Per FDOT requirements (please see Figure 6 - Site Access Plan on page 8):

- o the median opening to the South of the access road will be required to be lengthened (modify median nose);
- o a south-bound left-turn lane will be required (SBTL);
- o a west-bound right-turn lane will be required (WBRTL); and,
- o a north-bound right-turn lane will be required (NBRTL).

Additionally, sidewalk improvements to improve pedestrian connectivity will be necessary as part of the ROW use permit application process (not indicated on the enclosed plan).

- D. The site upon which the proposed conditional use is to be located has suitable drainage, access, ingress and egress, off-street parking and loading areas.

The SPRC recommended approval of the conditional use to exceed height (on February 15, 2022), the SPRC also granted an adjustment to the requirements of *Section 7.03.04.03, Parking Standards* of the LDC. Detailed information submitted to Staff by the applicant was reviewed by the City’s EOR (Engineer of Record) to verify the validity of the basis for the parking reduction. The proposed

use as an assisted living facility and independent living facility do not meet the traditional definition of parking requirements for the LDC for traditional multifamily developments. The overall site therefore provides for 160 parking spaces rather



Figure 6 - Site Access Plan – Per FDOT Requirements Courtesy of Avid Group

than the required 213 spaces, a 25% overall reduction. (Per Section 7.03.04.06, the SPRC is the final governing authority for such parking adjustments and therefore a parking reduction is not subject to the petition contained herein and therefore not before this Council for review.) No reduction in loading area(s) is proposed as part of this proposal. Furthermore, the subject site has been designed with an 80 foot ROW dedication along the western property boundary for the anticipated future extension of Dairy Road. Dairy Road acts as a reverse frontage roadway to US 301/Gall Blvd. The subject site, as well as the site immediately to the north (when developed) will provide access to both US 301/Gall Blvd. and, in the future, Dairy Road (when built).

The subject property is located within the Basin of Special Concern and drainage plans will be reviewed by the city's consultants at the time of site development plan review to ensure compliance. With a master drainage system, adequate soils and site access, the site shall have adequate drainage, access, ingress and egress,

off-street parking and loading area. Care shall be taken regarding floodplain management and adequate retention meeting all District and City standards.

- 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. The preservation of wetland areas will further buffer the subject site from surrounding properties.

- F. The proposed site meets applicable requirements of the zoning district in which it is located.

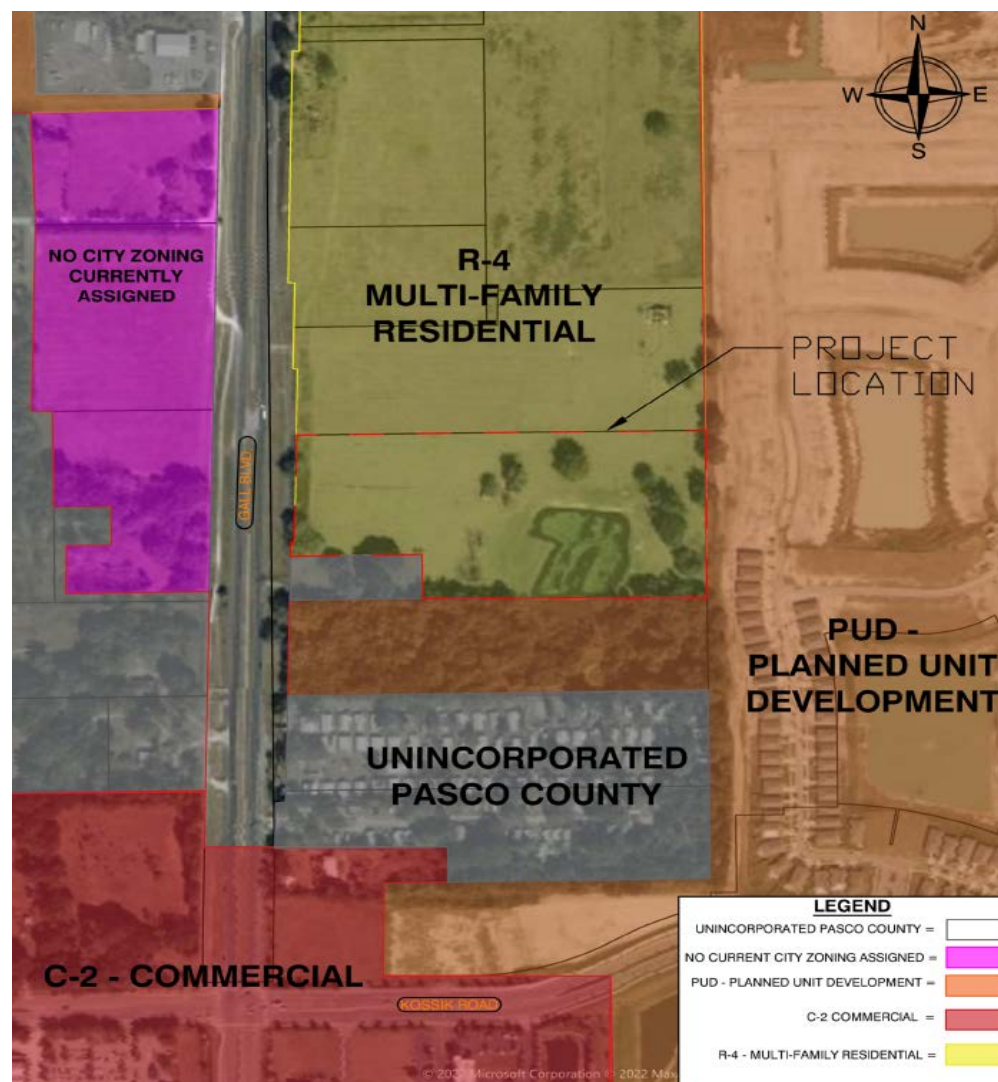


Figure 7 - Zoning Map – City of Zephyrhills Courtesy of Avid Group

The subject site is approximately 15.03 acres, exceeding the minimum lot area requirements of 6,000 square feet for the R-4 zoning district. The proposed density of approximately 14 units per acre (210 total units / 15 = 14) is lower than the maximum allowed density of the zoning district, which is 20 units per acre. All other zoning district regulations of the LDC will be applicable and assessed at the time of site development plan review. As previously stated, an assisted living facility, as well as independent living units (apartments) in the R-4 zoning designation is permitted as-of-right. Please see Figure 7 - Zoning Map.

- 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 as to not spill onto adjacent roadways or properties, and will be reviewed at the time of site development plan review, and shall be 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. Any and all FAA regulations pertaining to building height shall be reviewed by the proper permitting agencies at the time an engineering site plan is presented to the City. Initial coordination with the FAA, through the on-line notice criteria tool has indicated that the project DOES NOT EXCEED NOTICE CRITERIA.

As identified by the applicant, the proposed development will provide greater living options for those in need of various levels of senior housing.

Utilities Discussion -

According to Mr. Bostic, Utilities Services Director, adequate capacity is available to serve the Project. Utilities and Planning Staff have held initial discussions with the applicant and their attorney addressing prepayment of Capacity Fees.⁶ The proposed use is anticipated to demand 27,600 (gallons per day) GPD. This is based upon 92 equivalent residential units (ERUs) X 300 GPD per unit = 27,600 GPD for the entire facility⁷. Additionally, during the construction of the project, utility infrastructure will be required to be built. As such, a Utilities Service Agreement shall be required as part of this development and all development plans.

⁶ According to Mr. Bostic, prepayment of Capacity Fees will "...bring some assurances to SWFWMD for water use." Email to R. Corriveau from J. Bostic, dated November 16, 2022.

⁷ According to email received by J. Bostic to R. Corriveau on December 15, 2022 verifying multipliers supplied by B. Burgess in same email string. Calculations are based upon a multiplier of .3 for common dining per bed and .7 for separate kitchen per unit (.3 x 138 = 41.4 and .7 x 72 = 50.4 = 91.8 = 92).

The development of the subject site, along with the necessary installation of required utilities, will help facilitate the buildout of the City at its northernmost edge. Staff is currently in discussions, and at the beginning stages of planning the remaining vacant abutting and surrounding land.

Environmental Setting –

Topography:

Based upon the submitted “Archaeological Report” by Archaeological Consultants, Inc. (ACI), “...the site exhibits a general elevation of 26 to 30 meters, or 85 – 100 feet above mean sea level. The property lies between two tall hills within the Brooksville Ridge physiographic region...”⁸

Floodplain Management:

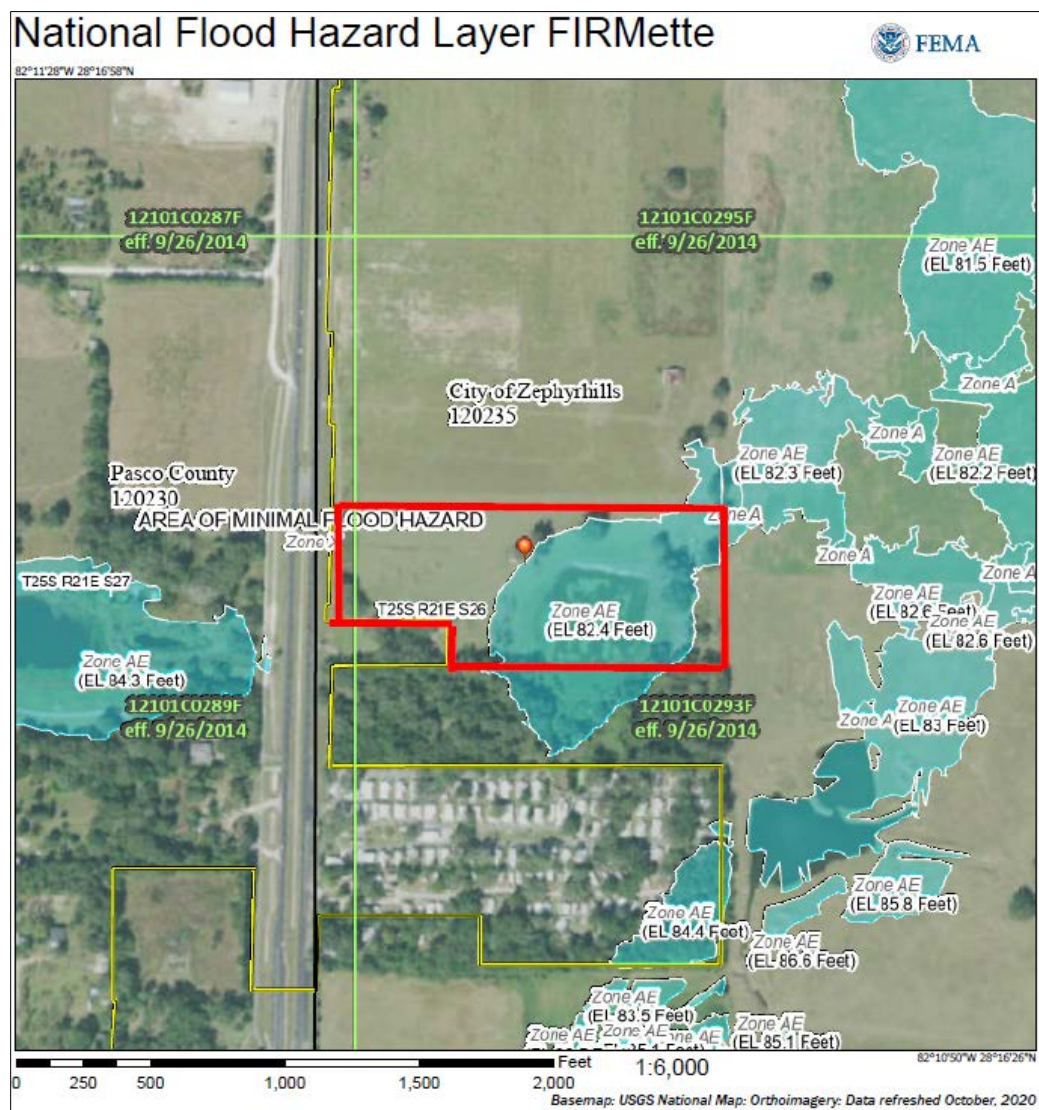


Figure 8 – FEMA FIRMette Map Courtesy of FEMA

⁸ Page 2-1, Cultural Resource Assessment Survey, Palm Cove – ACI, Inc. November 2021. Report is available upon request from Staff.

According to the National Flood Hazard Layer FIRMette, significant portions of the subject property, as well as adjacent sites are within the AE flood zone. Please refer to Figure 8 - FEMA FIRMette Map on page 11 for more details.

Due to topographical and floodplain issues, at the time of site plan review and approval, construction documents shall clearly indicate proper construction management practices, and a phased approach to land clearing and excavation to avoid erosion and provide stability for the subject property as well as adjacent properties.

Furthermore, City Staff, the developer, and project engineer shall conduct a pre-construction meeting to discuss such requirements. Site inspections shall be performed to ensure compliance and avoid adverse impacts to the subject property AND adjacent properties at the time of development, as well as post-improvement.

III. Recommendation

Site Plan Review Committee – The SPRC recommended approval of the conditional use to exceed the height limitations and to move the request forward to the Planning Commission at its regularly scheduled monthly meeting on February 15, 2022.

Planning Commission – The Planning Commission recommended approval of the conditional use to exceed the height limitations and to move the request forward to the City Council at its regularly scheduled monthly meeting on November 15, 2022.

At the Planning Commission meeting, the Commission recommended a USE CONDITION relating to the sole use as an Assisted Living Facility (ALF) and Independent Living Facility under the Conditional Use Permit to exceed the height limitations of the R-4 zoning district. No other uses other than an ALF/Independent Living Facility shall be authorized under this Conditional Use Permit. If a use other than an ALF/Independent Living Facility is presented to the City for the subject site relating to a height in excess of 30 feet, it shall require a full review under a new Conditional Use petition and a full review of the applicable standards.

The Commission also agreed with Staff's recommendation of Concept Plan "P".

Staff - Recommends approval of this petition for a conditional use to exceed height limitations and **recommends Concept Plan "P"** if the Council approves this petition to exceed the height limitation of 30 feet.

RESOLUTION NO. 807-23

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 R-4 (MULTI-FAMILY RESIDENTIAL) ZONING DISTRICT ON PARCEL NO. 26-25-21-0060-00000-0050; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application was filed by Skyline One, LLC for a conditional use to exceed the height limitations of the R-4 (Multi-Family Residential) zoning district to allow one (1) four-story mid-rise building and one (1) 3-story mid-rise building to be located on property generally located at 8330 Gall Boulevard, Zephyrhills, FL 33541 with the parcel ID no. 26-25-21-0060-00000-0050; and

WHEREAS, the subject property zoning is R-4 (Multi-Family Residential) which allows up to 20 units per gross acre of land and a maximum height of two stories; and

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

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

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

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

1. The holder of a conditional use permit shall be authorized to utilize the site or location of the use only in a manner specified in the written approval and conditions specified therein. Any substantial expansion, alteration or change in the conditional use authorized by the written approval must be reviewed by City Council in the same manner in which the original conditional use was reviewed.
2. An expansion, alteration or change of a conditional use shall be deemed to exist where a substantial modification of the standards provided for in number 1 above results from activity associated with the conditional use or a substantial change of circumstances or conditions arise.
3. The conditions and stipulations shall become part of the written approval and must be followed by the applicant or any successor in interest.
4. The conditional use shall run with the subject property.
5. The conditional use is subject to and shall obtain an approved site development plan and all necessary permits from the City of Zephyrhills or other jurisdictional entity, and shall pay all related impact fees.
6. The applicant shall be permitted to construct one (1) building to a height not exceeding four (4) stories (to be utilized for the express purpose on an independent living facility), and one (1) building to a height not exceeding three (3) stories (to be utilized for the express purpose of an independent living facility) 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:

1. Design and construct Gall Blvd. access improvements, to include (1) reconstruction of the median opening adjacent to subject property and south of proposed access road (to be lengthened) (modify median nose); (2) design and construction of a south-bound left-turn lane (SBTL); (3) design and construction of a west-bound right-turn lane (WBRTL); and (4) design and construction of a north-bound right-turn lane (NBRTL), or as otherwise warranted and permitted by FDOT.
2. A 30-foot access easement shall be provided along the entire length of northern property boundary running east-west from Gall Blvd. to the future Dairy Road extension. (The property to the north of the subject property shall provide the additional 30-feet of access easement for a total of 60 feet.) One (1) curb-cut shall be provided for access easement for subject property and abutting property to the north;
3. The applicant shall construct mid-rise buildings in accordance with the City of Zephyrhills Land Development Code, Building Code, and any other applicable codes, ordinances and policies adopted by the city;
4. The Conditional Use permit for Height is use-restricted to “independent senior living units” only. Under no circumstances shall subject buildings approved under this conditional use to exceed the height limitations of thirty (30) feet be utilized for other residential or commercial uses;
5. The two (2) mid-rise buildings shall be centrally located on the subject property mid-way between the existing public right-of-way (US 301/Gall Blvd), and the future public right-of-way (Dairy Road)
6. Eighty (80) feet of ROW along the eastern-most property boundary running north-south shall be dedicated to the public for future expansion of Dairy Road.
7. A 25% reduction in overall parking requirements shall be recognized (per LDC section 7.03.04.06 the SPRC approved a 25% parking reduction on February 15, 2022). Therefore, the minimum number of parking spaces provided shall be 160 versus 213.
8. A utilities service agreement between the City and the developer shall be executed detailing prepayment of capacity fees and sequencing of construction of all necessary water and wastewater infrastructure.
9. Best management practices (BMP’s) shall be maintained during all phases of construction to contain sediment (wind, sediment laden runoff, etc.) on-site. A phased approach to site excavation and stormwater infrastructure installation shall be implemented for erosion control.

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 R-4 zoning district for the construction of one (1) mid-rise building not to exceed a height of four (4) stories or 55 feet, and the construction of a mid-rise building not to exceed a height of three (3) stories or 45 feet on property with the parcel ID no. 26-25-21-0060-00000-0050 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. 807-23 shall run with the subject property and shall inure to the benefit of and be binding upon Skyline One, LLC, as owner, and its successors and assigns. All references to “applicant” herein shall mean Skyline One, LLC and its successors and assigns.

The foregoing Resolution No. 807-22 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 9th day of January, 2023.

Attest: _____

Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Resolution No. 807-23 was approved by me this 9th day of January, 2023.

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

CITY CLERK'S REPORT 5.1

Request a Date for Mayor's Caucus

Issue:

Request Council schedule a date and time for the Mayor's Caucus.

Background:

The qualifying period for the upcoming Municipal Election begins February 7th at noon and ends February 14th at noon. The Charter requires the Mayor's Caucus be held within three (3) days following the end of qualifying to accept candidate petitions.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Request Council schedule a date and time for the Mayor's Caucus as early after the end of qualifying as possible.

CITY MANAGER'S REPORT 6.1

Ranking and Approval of 2023 Appropriation Requests

Issue:

Each year the Florida Legislature meets and considers requests from local governments for assistance with projects of local importance. Zephyrhills must ask Representative Maggard and Senator Burgess to sponsor the projects on our behalf.

Background:

Staff would like to propose two projects to you and seek your approval to submit funding requests.

1. Zephyr Park Improvements

Zephyr Park offers great public spaces that highlights and compliments the personality of a city, and serves to unify the needs of many. The CRA envisions Zephyr Park to be a place within walking distance to our downtown core where recreation, fun, and art intersect through design. A blended urban natural park will provide spaces to escape, engage, and explore with one another and with nature while experiencing and learning about the extraordinary role water plays within our community and the state of Florida. The development will provide a connection from downtown to the west end of the District, while promoting economic development and expansion of the downtown area. The neighborhoods surrounding Zephyr Park will see much-needed reinvestment due to the development of Zephyr Park. Estimated cost is \$5,000,000

2. Indoor Tennis Facility

This project includes the construction of an indoor tennis facility with the ability for other sports and activities to utilize (soccer/ping pong/banquets/ceremonies) along with associated parking.

This project was shown as Phase II on the Sarah VandeBerg Tennis Center plans. Additionally, the staff would like to construct four hard courts, which will allow for hardcourt tournaments.

The request will be for \$3,000,000; the total estimated project cost is estimated at \$7,600,000.

The City received \$4,660,000 from the 2021 state appropriation.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the project requests

RESOLUTION NO. 808-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Zephyrhills, Florida, and the Municipal Association of Pasco, which includes officials from Dade City, New Port Richey, Port Richey San Antonio and the Town of St. Leo, desire to participate in a joint workshop to discuss matters of mutual interest; and

WHEREAS, Section 166.0213, Florida Statutes, authorizes the governing body of a municipality to meet and discuss matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality; and

WHEREAS, Section 125.001, Florida Statutes, further states that such meetings may be held at any appropriate public place within the jurisdiction of any participating county or municipality, and requires that due public notice be provided within the jurisdiction of all participating municipalities and counties; and

WHEREAS, Section 166.0213, Florida Statutes, further requires that the governing body of a municipality must first adopt a Resolution or Ordinance authorizing participation in the joint workshop.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Zephyrhills, Florida, as follows:

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on February 2, 2023 at 6:30 p.m. at the Historic Hacienda Hotel – 5621 Main Street – New Port Richey, FL 34652.

Section 2. Notice of this meeting shall be duly advertised and official Association minutes shall be taken.

Section 3. This Resolution shall be effective upon adoption by City Council.

The foregoing Resolution No. 808-23 was passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of January, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

The foregoing Resolution No. 808-23 was approved by me this 9th day of January, 2023.

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

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	9,043.52	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/7/2022
ACH Credit Received	766.62	2005	ACHCPASCOTAX	12/7/2022
ACH Credit Received	1,298.68	2.01752E+14	ACHCSTATE OF FLO	12/7/2022
ACH Credit Received	1,596.98	8.78824E+12	ACHCGLOBAL PAYME	12/7/2022
ACH Credit Received	2,592.91	8.78824E+12	ACHCGLOBAL PAYME	12/7/2022
Deposit	1,239.79		DP0002102728703I	12/7/2022
Deposit	4,449.37		ICLD02407405021I	12/7/2022
Miscellaneous Credit	3,309.26		MSCR000000000111	12/7/2022
ACH Credit Received	27,036.52	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/8/2022
ACH Credit Received	88.21	1502332052	ACHCSUBURBAN PRO	12/8/2022
ACH Credit Received	709.62	8.78824E+12	ACHCGLOBAL PAYME	12/8/2022
ACH Credit Received	469,807.99	8.78824E+12	ACHCGLOBAL PAYME	12/8/2022
Deposit	1,214.82		DP0002104002153I	12/8/2022
Deposit	6,470.87		ICLD02407896110I	12/8/2022
Miscellaneous Credit	1,782.68		MSCR000000000111	12/8/2022
ACH Credit Received	42,821.67	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/9/2022
ACH Credit Received	225.00	VUS000001558	ACHCWASTE CONNEC	12/9/2022
ACH Credit Received	4,247.76	2005	ACHCPASCOTAX	12/9/2022
ACH Credit Received	1,238,336.23	2005	ACHCPASCOTAX	12/9/2022
ACH Credit Received	18,167.10	16801	ACHC10L GOVDEALS	12/9/2022
ACH Credit Received	909.44	2.00198E+13	ACHCAmeriGas Pro	12/9/2022
ACH Credit Received	278.10	2.01752E+14	ACHCSTATE OF FLO	12/9/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	12/9/2022
ACH Credit Received	549.91	8.78824E+12	ACHCGLOBAL PAYME	12/9/2022
ACH Credit Received	213.00	8.78824E+12	ACHCGLOBAL PAYME	12/9/2022
ACH Credit Received	2,315.13	8.78824E+12	ACHCGLOBAL PAYME	12/9/2022
Deposit	1,859.14		DP0002105334967I	12/9/2022
Deposit	27,288.79		ICLD02408394061I	12/9/2022
Miscellaneous Credit	2,515.92		MSCR000000000111	12/9/2022
ACH Credit Received	18,313.55	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/12/2022
ACH Credit Received	135.35	2.01752E+14	ACHCSTATE OF FLO	12/12/2022
ACH Credit Received	25.00	2.01752E+14	ACHCSTATE OF FLO	12/12/2022
ACH Credit Received	1,573.75	371482	ACHCLE03-AWIN MA	12/12/2022
ACH Credit Received	843.55	8.78824E+12	ACHCGLOBAL PAYME	12/12/2022
ACH Credit Received	1,338.71	8.78824E+12	ACHCGLOBAL PAYME	12/12/2022
ACH Credit Received	5,239.39	8.78824E+12	ACHCGLOBAL PAYME	12/12/2022
ACH Credit Received	595.08	8.78824E+12	ACHCGLOBAL PAYME	12/12/2022
ACH Credit Received	2,451.54	8.78824E+12	ACHCGLOBAL PAYME	12/12/2022
Deposit	1,578.63		DP0002107303232I	12/12/2022
Deposit	5,760.78		ICLD02400076069I	12/12/2022
Miscellaneous Credit	1,968.72		MSCR000000000111	12/12/2022
ACH Credit Received	153,326.39	AP0001840702	ACHCDE Florida O	12/13/2022
ACH Credit Received	8,868.58	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/13/2022

ACH Credit Received	19,729.17	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/13/2022
ACH Credit Received	22,719.76	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/13/2022
ACH Credit Received	0.59	S00013326900002	ACHCFirstPeoples	12/13/2022
ACH Credit Received	0.31		ACHCVERIDIAN CU	12/13/2022
ACH Credit Received	0.67		ACHCVERIDIAN CU	12/13/2022
ACH Credit Received	409.28	8.78824E+12	ACHCGLOBAL PAYME	12/13/2022
Deposit	1,614.19		DP0002108667980I	12/13/2022
Deposit	13,703.08		ICLD02400749063I	12/13/2022
Miscellaneous Credit	2,038.23		MSCR000000000111	12/13/2022
ACH Credit Received	7,229.19	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/14/2022
ACH Credit Received	72.62	2.01752E+14	ACHCSTATE OF FLO	12/14/2022
ACH Credit Received	30.00	8.78824E+12	ACHCGLOBAL PAYME	12/14/2022
ACH Credit Received	3,419.16	8.78824E+12	ACHCGLOBAL PAYME	12/14/2022
ACH Credit Received	596.16	8.78824E+12	ACHCGLOBAL PAYME	12/14/2022
ACH Credit Received	1,737.17	8.78824E+12	ACHCGLOBAL PAYME	12/14/2022
Deposit	791.98		ICLD02401241725I	12/14/2022
Deposit	1,847.44		DP0002100798969I	12/14/2022
Miscellaneous Credit	1,931.72		MSCR000000000111	12/14/2022
ACH Credit Received	108,000.69	AP0001842114	ACHCDE Florida O	12/15/2022
ACH Credit Received	82,732.30	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/15/2022
ACH Credit Received	337,652.50	Zephyrhills	ACHCCRESTLINE SO	12/15/2022
ACH Credit Received	244.47	2.01752E+14	ACHCSTATE OF FLO	12/15/2022
ACH Credit Received	22.65	36-1924025	ACHCWALGREEN CO	12/15/2022
ACH Credit Received	786.20	8.78824E+12	ACHCGLOBAL PAYME	12/15/2022
ACH Credit Received	251.93	8.78824E+12	ACHCGLOBAL PAYME	12/15/2022
ACH Credit Received	139.96	8.78824E+12	ACHCGLOBAL PAYME	12/15/2022
Deposit	1,421.61		DP0002101923904I	12/15/2022
Deposit	3,121.49		ICLD02401761397I	12/15/2022
Miscellaneous Credit	3,076.23		MSCR000000000111	12/15/2022
ACH Credit Received	31,782.84	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/16/2022
ACH Credit Received	314.00	17326	ACHC10L GOVDEALS	12/16/2022
ACH Credit Received	313.61	8.78824E+12	ACHCGLOBAL PAYME	12/16/2022
ACH Credit Received	405,173.13	8.78824E+12	ACHCGLOBAL PAYME	12/16/2022
Deposit	1,218.87		DP0002103190505I	12/16/2022
Deposit	21,058.77		ICLD02402196234I	12/16/2022
Miscellaneous Credit	3,013.00		MSCR000000000111	12/16/2022
ACH Credit Received	20,542.61	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/19/2022
ACH Credit Received	11.75	2.01752E+14	ACHCSTATE OF FLO	12/19/2022
ACH Credit Received	3,124.94	5652	ACHCPASCOCLERKOP	12/19/2022
ACH Credit Received	477.99	8.78824E+12	ACHCGLOBAL PAYME	12/19/2022
ACH Credit Received	616.98	8.78824E+12	ACHCGLOBAL PAYME	12/19/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	12/19/2022
ACH Credit Received	260.26	8.78824E+12	ACHCGLOBAL PAYME	12/19/2022
Deposit	825.51		DP0002105226018I	12/19/2022
Deposit	407,155.30		ICLD02402902937I	12/19/2022
Miscellaneous Credit	2,242.60		MSCR000000000111	12/19/2022
ACH Credit Received	6,411.71	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/20/2022

ACH Credit Received	19,349.35	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/20/2022
ACH Credit Received	19,527.27	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/20/2022
ACH Credit Received	11,222.88		2005 ACHCPASCOTAX	12/20/2022
ACH Credit Received	539,339.64		2005 ACHCPASCOTAX	12/20/2022
ACH Credit Received	104.17	2000020593	ACHCPEOPLES GAS	12/20/2022
ACH Credit Received	149.46	2000020593	ACHCPEOPLES GAS	12/20/2022
ACH Credit Received	80,252.72	2.01752E+14	ACHCSTATE OF FLO	12/20/2022
ACH Credit Received	13,285.62	2.01752E+14	ACHCSTATE OF FLO	12/20/2022
ACH Credit Received	45.00	2.01752E+14	ACHCSTATE OF FLO	12/20/2022
ACH Credit Received	73.83	2079 92004	ACHCGas South	12/20/2022
ACH Credit Received	595.70	8.78824E+12	ACHCGLOBAL PAYME	12/20/2022
Deposit	1,141.99		DP0002106654281I	12/20/2022
Deposit	8,789.47		ICLD02403652682I	12/20/2022
Miscellaneous Credit	4,080.53		MSCR000000000111	12/20/2022
ACH Credit Received	3,540.54	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/21/2022
ACH Credit Received	52,098.60	2.01752E+14	ACHCSTATE OF FLO	12/21/2022
ACH Credit Received	18,198.11	2.01752E+14	ACHCSTATE OF FLO	12/21/2022
ACH Credit Received	26,076.05	2.01752E+14	ACHCSTATE OF FLO	12/21/2022
ACH Credit Received	1,870.72	2.01752E+14	ACHCSTATE OF FLO	12/21/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	12/21/2022
ACH Credit Received	903.11	8.78824E+12	ACHCGLOBAL PAYME	12/21/2022
ACH Credit Received	652.25	8.78824E+12	ACHCGLOBAL PAYME	12/21/2022
Deposit	333.34		DP0002107954371I	12/21/2022
Deposit	4,346.58		ICLD02404056226I	12/21/2022
Interest Credit	4,034.47		CNIT000000000000	12/21/2022
Miscellaneous Credit	3,888.16		MSCR000000000111	12/21/2022
ACH Credit Received	16,139.83	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/22/2022
ACH Credit Received	10,541.34	2.01752E+14	ACHCSTATE OF FLO	12/22/2022
ACH Credit Received	1,979.24	2.01752E+14	ACHCSTATE OF FLO	12/22/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	12/22/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	12/22/2022
ACH Credit Received	353.10	8.78824E+12	ACHCGLOBAL PAYME	12/22/2022
ACH Credit Received	310.30	8.78824E+12	ACHCGLOBAL PAYME	12/22/2022
ACH Credit Received	526.90	8.78824E+12	ACHCGLOBAL PAYME	12/22/2022
ACH Credit Received	223.85	8.78824E+12	ACHCGLOBAL PAYME	12/22/2022
Deposit	863.29		DP0002100193425I	12/22/2022
Deposit	10,286.95		ICLD02404530163I	12/22/2022
Miscellaneous Credit	630.58		MSCR000000000111	12/22/2022
ACH Credit Received	14,896.91	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/23/2022
ACH Credit Received	218,085.85	2.01752E+14	ACHCSTATE OF FLO	12/23/2022
ACH Credit Received	125,727.68	2.01752E+14	ACHCSTATE OF FLO	12/23/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	12/23/2022
ACH Credit Received	226.33	2.01752E+14	ACHCSTATE OF FLO	12/23/2022
ACH Credit Received	29.66	8.78824E+12	ACHCGLOBAL PAYME	12/23/2022
ACH Credit Received	2,578.10	8.78824E+12	ACHCGLOBAL PAYME	12/23/2022
Miscellaneous Credit	1,804.43		MSCR000000000111	12/23/2022
ACH Credit Received	4,405.22	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/27/2022

ACH Credit Received	12,714.70	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/27/2022
ACH Credit Received	17,575.41	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/27/2022
ACH Credit Received	58,402.80	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/27/2022
ACH Credit Received	0.27	16105810305	ACHCJPMorgan Cha	12/27/2022
ACH Credit Received	0.11	16105810306	ACHCJPMorgan Cha	12/27/2022
ACH Credit Received	6,580.34	2.01752E+14	ACHCSTATE OF FLO	12/27/2022
ACH Credit Received	8,016.60	2.01752E+14	ACHCSTATE OF FLO	12/27/2022
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	12/27/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	12/27/2022
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	12/27/2022
ACH Credit Received	1,142.36	8.78824E+12	ACHCGLOBAL PAYME	12/27/2022
ACH Credit Received	85.32	8.78824E+12	ACHCGLOBAL PAYME	12/27/2022
ACH Credit Received	337.50	8.78824E+12	ACHCGLOBAL PAYME	12/27/2022
Deposit	669.31		DP0002102968572I	12/27/2022
Deposit	30,911.60		ICLD02405703007I	12/27/2022
Miscellaneous Credit	8,298.68		MSCR000000000111	12/27/2022
ACH Credit Received	5,249.58	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/28/2022
Deposit	1,219.71		DP0002104190407I	12/28/2022
Deposit	12,854.95		ICLD02406307060I	12/28/2022
Miscellaneous Credit	7,102.72		MSCR000000000111	12/28/2022
ACH Credit Received	10,113.30	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/29/2022
ACH Credit Received	450.13	8.78824E+12	ACHCGLOBAL PAYME	12/29/2022
ACH Credit Received	211.50	8.78824E+12	ACHCGLOBAL PAYME	12/29/2022
Deposit	1,155.62		DP0002105285520I	12/29/2022
Deposit	18,773.31		ICLD02406791757I	12/29/2022
Miscellaneous Credit	3,780.59		MSCR000000000111	12/29/2022
ACH Credit Received	15,689.95	CITY OF ZEPHYRH	ACHCPAYMENTUS	12/30/2022
ACH Credit Received	897.01	18346	ACHC10L GOVDEALS	12/30/2022
ACH Credit Received	1,438.87	2.01752E+14	ACHCSTATE OF FLO	12/30/2022
ACH Credit Received	6,809.23	2.01752E+14	ACHCSTATE OF FLO	12/30/2022
ACH Credit Received	484.08	8.78824E+12	ACHCGLOBAL PAYME	12/30/2022
ACH Credit Received	1,770.85	8.78824E+12	ACHCGLOBAL PAYME	12/30/2022
ACH Credit Received	328,141.82	8.78824E+12	ACHCGLOBAL PAYME	12/30/2022
Miscellaneous Credit	5,190.07		MSCR000000000111	12/30/2022
ACH Credit Received	10,378.77	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/3/2023
ACH Credit Received	18,379.87	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/3/2023
ACH Credit Received	20,174.89	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/3/2023
ACH Credit Received	97,359.93	CITY OF ZEPHYRH	ACHCPAYMENTUS	1/3/2023
ACH Credit Received	7,216.88	2780253	ACHCCC TM PA LLC	1/3/2023
ACH Credit Received	4,636.37	2.01752E+14	ACHCSTATE OF FLO	1/3/2023
ACH Credit Received	9,886.70	2.01752E+14	ACHCSTATE OF FLO	1/3/2023
ACH Credit Received	45.00	2.01752E+14	ACHCSTATE OF FLO	1/3/2023
ACH Credit Received	12.09	8.78824E+12	ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	575.36	8.78824E+12	ACHCGLOBAL PAYME	1/3/2023

ACH Credit Received	952.30	8.78824E+12 ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	484.30	8.78824E+12 ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	273.69	8.78824E+12 ACHCGLOBAL PAYME	1/3/2023
ACH Credit Received	290.79	8.78824E+12 ACHCGLOBAL PAYME	1/3/2023
Deposit	936.48	DP0002108939718I	1/3/2023
Deposit	2,619.38	DP0002108939720I	1/3/2023
Deposit	7,075.46	ICLD02408141466I	1/3/2023
Deposit	23,207.50	ICLD02408198025I	1/3/2023
Miscellaneous Credit	1,669.56	MSCR000000000111	1/3/2023