



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, March 13, 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/228251997>

or dial in using your phone:

+1 (571) 317-3122 - Access Code: 228-251-997

(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 – Airport Executive Assistant Lucy Huber

Pledge of Allegiance – Council President Jodi Wilkeson

1. CONSENT ITEMS

- 1.1 Approval of February 27, 2023 Regular Meeting Minutes
 1. M02-27-2023
- 1.2 Approval of October 24, 2022 Regular Meeting Minutes
 1. M10-24-2022
- 1.3 Approval of October 10, 2022 Regular Meeting Minutes
 1. M10-10-2022
- 1.4 Approval of Central Square/ONE Solutions CAD User Agreement and Software Purchase
 1. Zephyrhills Police Department - Solutions Agreement - MSA

2. Zephyrhills Police FL - Add-On to Pasco County FL - SOS 9.1.2022 (1) (1)
3. System Access Agreement - Pasco-Zephyrhills-CentralSquare
- 1.5 Resolution No. 812-23 for Enforcement of Pasco County Code Chapter 14: Animals with Pasco County Animal Services Department
RESOLUTION NO. 812-23 - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, REQUESTING THE ENFORCEMENT OF PASCO COUNTY CODE CHAPTER 14 ANIMALS BY PASCO COUNTY ANIMAL SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.
 1. Resolution 812-23 - Pasco County Animal Control Enforcement
 2. Animal Control Interlocal Agreement (1)
- 1.6 Interlocal Agreement No. 41-23-08 with Pasco County for Enforcement of Pasco County Code Chapter 14: Animals
 1. Animal Control Interlocal Agreement (1)
 2. Resolution 812-23 - Pasco County Animal Control Enforcement
- 1.7 BGE Task Order 100-23 - Sidewalk & Trails Project - Bidding and Construction Phase Services (Sidewalks in the City of Zephyrhills CRA District)

1. 2023-0301_ZephyrhillsSidewalksTrailsBid_TO-10023
2. 2023-0301_ZephyrhillsSidewalksTrailsBid_TO-10023

2. BUSINESS ITEMS/PUBLIC HEARING

- 2.1 Trump Place Boat & RV - Conditional Use for Recreational Vehicle Storage First Reading **RESOLUTION NO. 811-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT ON PARCEL 19-26-22-0010-00000-0090; 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 811-23 on the First Reading
 1. Resolution 811-23 Trump Place Boat & RV - Conditional Use for Recreational Vehicle Storage
 2. Staff Report_RCE(2) (2) (1)
 3. RCE Location map
 4. Trump Place Concept H - No Map Rev (1) (1)

3. CITY MANAGER'S REPORT

- 3.1 Special Event Alcohol Permit: Music & Motorcycles
 1. M&M MAP 2023
 2. MM Special event application 23 (1) (1)

4. CITY ATTORNEY

4.1 Disposal of Pet Waste

First Reading **ORDINANCE NO. 1456-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.**

1. 1456-23 Pet Waste Ordinance

5. CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

6.1 41-23-03 KED Group, Inc.

1. 41-23-03 KED Group, Inc.

6.2 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.**

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on February 27, 2023 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (872) 240-3412 - Access Code: 820-360-917.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Building Official Bill Burgess, Public Information Officer Kevin Weiss, IT Director Mike Panak, Library Director Peggy Panak, Senior Planner Rodney Corriveau, Historic Preservation Specialist and Community Planner Audrey McGuire and City Clerk Lori Hillman.

Pastor Dave Huff of East West Missions delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Ellis Harrold Proclamation

City Clerk Lori Hillman read aloud a proclamation that was presented to Ellis Harrold by Mayor Whitfield. Public Works Director Shane LeBlanc presented a plaque to Mr. Harrold in honor of his 34 years of public service to the City of Zephyrhills on behalf of the Public Works Department. Mr. Harrold was the first African American hired by the City of Zephyrhills in 1962.

1.2 Sarah Vande Berg Tennis and Wellness Center Presentation – Progress and Main Title Sponsor

CEO Pascal Collard narrated a PowerPoint presentation highlighting SVB's major milestones over the last two and ½ years and the opening of a 92 bed student living facility for juniors and professional players. The World's First Pro League Tournament will be held at SVB for six consecutive weeks and broadcast on cable news to reach an estimated 75 million viewers. The SVB team are currently working to convince a large soccer company to invest in Zephyrhills to provide soccer, lacrosse and turf sports within our community. A professional tennis tournament, Florida's Sports Coast Professional Tournament by Baycare, will be held at SVB in April 2023. Pascal requested Council's approval to pursue venue naming rights to increase SVB's visibility through on-site signage, promotional opportunities, digital exposure and the opportunity to create a lasting impression with target audiences. He recognized Nick Walton and the SVB Foundation team for their impressive accomplishment of running programs in 16 schools this year.

City Manager William Poe said if Council concurs with the concept of securing a naming sponsor, the SVB team will continue their conversations with a potential sponsor and bring back the details for Council's approval.

Council President Wilkeson said she is not opposed to the idea but feels Council should look at precedent as the City has not done this before with any City-owned buildings. She deferred the matter to City Attorney Matthew Maggard to assure Council does not overstep boundaries.

2. CONSENT ITEMS

- 2.1 Approval of February 16, 2023 Special Meeting Mayor's Caucus
- 2.2 Approval of February 13, 2023 Regular Meeting Minutes
- 2.3 Approval of September 26, 2022 Regular Meeting Minutes
- 2.4 Approval of September 13, 2022 Regular Meeting Minutes
- 2.5 Approval of September 12, 2022 Join Workshop
- 2.6 Request Approval of RCM Utilities Task Order – Lift Station #42 Rehabilitation
- 2.7 Amendment 1 to FDEP State Revolving Fund (SRF) Loan Reclaim Water Extension No. WW51055 – Resolution 779-21
- 2.8 Approval of Piggyback Agreement 41-23-06 with Vortex Services and HGAC for Gravity Pipe Lining
- 2.9 Approval of Vortex Services Gravity Pipe Lining Quote

Alan Knight moved to approve all Consent Items. Seconded by Kenneth Burgess. Motion passed unanimously.

3. **BUSINESS ITEMS/PUBLIC HEARING**

3.1 12 Month Moratorium on Indoor and Outdoor Storage Facilities

Second Reading **ORDINANCE NO. 1455-23 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A 12 MONTH MORATORIUM ON RECEIVING AND PROCESSING PLANS / PERMIT APPLICATIONS FOR RECREATIONAL VEHICLE STORAGE, MATERIAL LAYOWN AREAS AND INDOOR STORAGE FACILITIES; PROVIDING OR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.”**

City Manager Matthew Maggard read Ordinance No. 1455-23 by title. He said an amendment was made to Ordinance No. 1455-23 between the first and the second reading to add Section 4 – Exemptions that states any developments that have been issued a conditional use, or any developments which have had a pre-application meeting with staff, or any developments that have submitted a site plan prior to the date of this ordinance, or any developments which have been approved as part of a Planned Unit Development (PUD) prior to the effective date of this ordinance are exempt.

Planning Director Todd Vande Berg said staff is proposing a 12 month moratorium to research and assess indoor/outdoor storage facilities and laydown areas in other communities. He said current projects were specifically identified at the last meeting and will not be impacted by the moratorium. Staff will present a report of their findings at a future Workshop or Council meeting. A public hearing was held and there were no comments from the floor.

Lance Smith moved to approve Ordinance No. 1455-23 on the Second Reading. Seconded by Kenneth Burgess. Motion passed unanimously.

4. **PLANNING DIRECTOR’S REPORT**

4.1 Trump Place Boat & RV – Conditional Use for Recreational Vehicle Storage

Historic Preservation Specialist and Community Planner Audrey McGuire presented a proposed conditional use for RV Recreational Vehicle Storage of approximately 2.57 acres located on the east side of Trump Place within Park Place Industrial Park.

Spoke from the floor: Erin Setser – RC Investment Group, LLC – 29619 Morning Mist Drive – Wesley Chapel, FL

Ms. Setser narrated a PowerPoint presentation highlighting the conditional use time line approval process where City Council denied the initial conditional use on December 12, 2022 based on the absence of buildings/structures on the conceptual site plan. She presented a new conceptual site plan of an 8,700 sq. ft. (175’ x 50’ x 16’) structure in the center of the property. The structure will be constructed of steel and galvalume for consistency with surrounding properties, was designed with the ability for conversion to a warehouse, and will increase ad valorem taxes. A retention pond and flood plain mitigation were also added to the plan. She presented several recent comparable conditional use approvals: 1). Park Place Boat & RV Storage (October 10, 2022) finding conformity with the Comprehensive Plan and the Land Development Code; 2). Zephyr Storage Indoor Storage Facility (October 10, 2022) proposed height processed as a conditional use and rezoned from residential to mixed use; and 3). Pretty Pond Self-Storage (February 27, 2023) proposed height processed as a conditional use and finding conformity with the Comprehensive Plan and the Land Development Code. She said this project is in the public’s interest, meets and exceeds conditional use requirements, is consistent with development trends in the area, will generate taxes, will require limited City services and is consistent with the City’s Comprehensive Plan and Land Development Code. She said the updated Conceptual Site Plan satisfies neighboring property owners and Council’s concern regarding lack of buildings/structures.

Historic Preservation Specialist and Community Planner Audrey McGuire said staff are required to review a set of standards in Part 11.10.00 of the Land Development Code when reviewing a conditional use. The proposed conditional use will not adversely affect or contribute to the deterioration of quality of life or property values in the immediate area. The property is located within the Park Place industrial area with existing similar uses, is consistent with the character and existing land use patterns in the surrounding area to include storage, warehousing, and light industrial activities with no impact to residential. The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety. Recreational Vehicle uses are a low traffic generator and are considered de minimis by the City's standards. The proposed conditional use will not adversely affect health, safety or welfare of the surrounding community. RV Storage is a land intensive use but will not require a lot of City services in terms of utilities, infrastructure or sanitation and will not negatively impact the health, safety or welfare of the overall area. The RV Storage use is compatible with the existing zoning district and the uses in the area to include recreational vehicle storage, warehousing and industrial flex space. The applicants are proposing a minimum of 7.8% of their lot to be covered by a structure and are in line with the Park Place Industrial Park as a whole. Applicants are proposing a steel building with the ability for enclosure in the future which is consistent with the character of the industrial park. Subsection 2.01.03.18 of the City's Land Development Code described the LI (Light Industrial) zoning district as being established to identify areas of the City appropriate for the location of light manufacturing, materials processing, storage bulk commodities, distribution facilities and similar processes which require extensive site area. Staff's recommendation, as it has been from the beginning, is approval. The Site Plan Review Committee recommended approval in October 2022 with no conditions, the Planning Committee recommended approval in November 2022 with no conditions, and the applicants have presented a revised conceptual site plan in response to Councils' denial based on no structure in December 2022.

Council President Wilkeson clarified the conditional use application process affords Council with considerable latitude when deciding an appropriate use for a particular area. She said approving this type of use, in this location, could diminish the value of the adjacent properties long-term.

Lance Smith moved to approve Trump Place Boat & RV – Conditional Use for Recreational Vehicle Storage. Seconded by Charles Proctor. Motion passed 4 to 1, Council President Wilkeson opposed.

5. CITY MANAGER'S REPORT

5.1 Main Street Sip & Stroll Wet Zone

City Manager William Poe presented an application for a Main Street Sip & Stroll event to include alcohol on Friday, March 10, 2023, 5:00 p.m. – 8:00 p.m. Main Street requested to create a temporary wet zone along 5th Avenue between 7th Street to 9th Street; including 8th Street from 4th Avenue to 6th Avenue inclusive of Clock Plaza. Alcohol will be sold and distributed by businesses along 5th Avenue. The applicant met with Public Works and the Police Department to discuss the event and no issues were raised. Staff recommended approval conditional upon receipt of a Florida Department of Business and Professional Regulation (DBPR) Temporary Alcohol Permit and updated Certificate of Insurance to include host liquor liability prior to the event.

Lance Smith moved to approve the Main Street Sip & Stroll Wet Zone. Seconded by Kenneth Burgess. Motion passed unanimously.

6. CITY ATTORNEY'S REPORT

6.1 Pretty Pond Self-Storage Conditional Use

First Reading **RESOLUTION NO. 810-23 – “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 C-2 (COMMUNITY COMMERCIAL) ZONING**

DISTRICT ON PARCEL NO. 34-25-21-0190-00000-0010; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.”

City Attorney Matthew Maggard read Resolution No. 810-23 by title. Senior Planner Rodney Corriveau narrated a brief overview of a PowerPoint presentation presented at the last meeting. He said the project has minimal impact on the existing water use permit and is serviced by two access points. A public hearing was held and there were no comments from the floor.

Lance Smith moved to approve the Pretty Pond Self-Storage Conditional Use. Seconded by Charles Proctor. Motion passed unanimously.

7. CITIZEN COMMENTS

7.1 Joannie Murphy – Sky Dive City – Workshop between City Council, City Manager and Airport Manager

Joannie Murphy – 4718 Coats Road – Zephyrhills, FL

Ms. Murphy said she originally came to the meeting to request a Workshop but great progress has been made over the last week. She said she attended the City’s branding meeting and is honored that Skydive City has been represented with a parachute as part of the City’s branding for the past 60 years. She said every skydiver in the world knows Zephyrhills and invited everyone to visit Skydive City this week to watch the top people in the sport, a Belgium (HayaBusa) and Canadian Swoop Team travel across the swoop pond at 100 miles an hour. Skydive City will be hosting the United States Parachute Association (USPA) Collegiate National Skydiving Championships in 2024. She hopes to continue a great relationship with the City.

Spoke from the floor: Andrew Nagy – 5548 23rd Street – Zephyrhills, FL

Mr. Nagy said he came before Council in August or September 2022 requesting that the back part of Zephyr Park be named Captain Jefferies Memorial Park in honor of Captain Jeffries and asked for a status.

City Manager William Poe suggested the design of Veterans Park be completed before moving forward with a naming.

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe congratulated Peggy Panak who was recently promoted to Library Director. He said a creative branding committee was established and requested Council appoint one member to the committee for a voice on the strapline and design as the committee progresses through the process. Council concurred to appoint Council President Wilkeson to the Branding Committee.

Spoke from the floor: Public Information Officer Kevin Weiss – City of Zephyrhills

Mr. Weiss said NorthStar Branding will reach out to Council President Wilkeson to provide an onboarding meeting to bring her up to speed. They are in the process of creating a strapline, logo, color scheme and deliverables. The next meeting will be held mid-March.

City Manager William Poe said the IT department is working with Audio Visual Innovations (AVI-SPL), a sound company, to provide recommendations for improvement to the current audio/sound system. He said a meeting is scheduled with SWFWMD on Thursday, March 2nd to discuss the City’s water situation.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Burgess congratulated Peggy Panak on her promotion and congratulated City Manager William Poe on his 20th wedding anniversary.

Council Vice President Smith congratulated Peggy Panak on her promotion. He said the one way pairs on US-301 and US-301 improvements from the apex of SR-39 to SR-56 are on the MPO’s list for funding to begin in 2029.

Councilman Proctor congratulated Peggy Panak on her promotion and said it was great to recognize Ellis Harrold with a proclamation.

Councilman Knight said Doris Harrold, Ellis Harrold's wife, was recognized at the last council meeting with a proclamation.

Council President Wilkeson congratulated Peggy Panak on her promotion. She asked the City Manager for an update on a letter received from Cliff McDuffie on behalf of the Masonic Lodge requesting a guardrail at 12th Street and North Avenue.

City Manager William Poe said Public Works Director Shane LeBlanc and the Streets Supervisor had conversations with the Masonic Lodge representatives to discuss the amount of right-of-way that would be needed to install the guardrail and there has been no further discussion.

Council President Wilkeson thanked Eileen Westermann who researched and located a photograph from the 1980's showing the original clock in Clock Plaza. The sign artist who completed some work on the Eagles Building will submit a proposal to restore the clock face back to its original beauty. She said the City has beloved parks that need some love (Krusen Field, Veterans' Park, the Barracks Museum, Clock Plaza and Gunner Park).

8. NOTED ITEMS

8.1 South Avenue Extension Survey

8.2 Depository Deposit Listing

Meeting adjourned: 7:37 p.m.

Submitted by Lori L. Hillman

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on October 24, 2022 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (408) 650-3123 - Access Code: 524-953-685.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Building Official Bill Burgess, Finance Director Ted Beason, Planning Director Todd Vande Berg, Public Information Officer Kevin Weiss, IT Director Mike Panak, Historic Preservation Specialist and Community Planner Audrey McGuire and City Clerk Lori Hillman

Alan Knight delivered the innovation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Special Olympics Proclamation

City Clerk Lori Hillman read aloud a Special Olympics Proclamation that was presented to the Special Olympics softball players and coaches by Mayor Whitfield.

Mayor Whitfield requested a Duke Energy Easement along Fort King Road north of Simmons Road be added to the agenda at the City Manager's request.

Lance Smith moved to accept and add the Mayor's Emergency item to the agenda. Seconded by Kenneth Burgess. Motion passed unanimously.

Councilwoman Wilkeson moved the Penny for Pasco Presentation by Betsy Kuhn following the Consent Items at the City Manager's request.

EMERGENCY ITEM

City Manager William Poe said a pole and guy wire were recently discovered during construction of Simons Road Phase II that needs to be relocated. Duke Energy is requesting a 10' easement on each side of the center line for the pole and guy wire to be relocated to enable a southbound right turn lane from Fort King Road onto Simons Road. Staff recommended Council's approval.

Lance Smith moved to approve the Mayor's Emergency Item. Seconded by Kenneth Burgess. Motion passed unanimously.

2. CONSENT ITEMS

2.1 Wetland Mitigation Ponds \$94,409.35 Change Order with C.W. Roberts for Runway Extension Project

2.2 24-22-02 Joint Participation Agreement (JPA) with the Florida Department of Transportation, FPM: 449733-1-94-01, Contract #G2D46

2.3 24-22-03 Joint Participation Agreement (JPA) with the Florida Department of Transportation, FPN: 451660-1-94-01, Contract #G2D58

2.4 Purchase Kubota Tractor and Bush Hog

2.5 Purchase of Public Works Vehicles

2.6 Annual Street Resurfacing – Polk County Piggyback Agreement 41-22-38 with Asphalt Paving Systems, Inc.

2.7 41-22-39 FY23/24 – Renew of WaterSmart Agreement 41-19-55

2.8 Outdoor Tennis Court Agreement No. 25-22-07 with GPWG Constructors

2.9 Request for Qualifications 35-22-05 Professional Services Selection – City Wide for CRA, Planning, and Public Works

Lance Smith moved to approve all Consent Items. Seconded by Charles Proctor. Motion passed unanimously.

BUSINESS ITEM 6.2 WAS MOVED TO THIS PLACE ON THE AGENDA

6.2 Penny for Pasco Presentation – Betsy Kuhn with Pasco County Schools presented on behalf of the Pasco Citizens Committee.

Ms. Kuhn narrated a PowerPoint presentation of the 2022 Penny for Pasco Renewal Campaign, history of Penny for Pasco and a wide array of projects that have been funded by Penny for Pasco. Penny for Pasco was first approved in 2004 and collected over \$320 million, was renewed in 2012 and is up for a 15 year renewal on the 2022 ballot and is estimated to collect \$700 million, if approved. For the school district alone, Penny for Pasco comprises a quarter of their capital budget. Penny for Pasco is needed to keep Pasco County's quality of life and applies to everyone visiting and/or living in Pasco County rather than falling solely to property owners.

3. BUSINESS ITEMS/PUBLIC HEARING

3.1 Second Reading ORDINANCE NO. 1443-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

City Attorney Matthew Maggard read Ordinance No. 1443-22 by title.

A public hearing was held and Gwen Stein of 3814 Vulcan Circle, Zephyrhills, FL, expressed concerns of flooding to her property, additional traffic in an area that is already congested, two (2) to four (4) pair of mating tortoises that need to be rehomed, and requested a 15' tree line buffer at her property line.

Council President Wilkeson requested staff obtain Ms. Stein's contact information and facilitate a meeting with the residents of Vulcan Circle and the developers.

Senior Planner Rodney Corriveau stated the site grading will be completed in sections to ensure the top soil is not at risk for erosion. The City's regulations require landscape buffering and the applicant will use the existing natural vegetation. A left turn lane is not warranted although there will be a 15' right-of-way dedication along Wire Road and the applicant will work with Pasco County Fire Rescue to assure proper turning points and length for emergency vehicles.

Councilman Smith directed staff to make sure the project is monitored during construction. He said a sidewalk is needed along Wire Road and suggested staff allocate funding for a survey. He said the City needs to formulate a plan with Pasco County to improve the intersection.

City Manager William Poe said staff is working with Engineer Craig Cornelison and Duke Energy to extend the sidewalk trail to the southern boundary of the substation.

Spoke from the floor: Barbara Edyburn – 38246 Ironwood Place – Zephyrhills, FL

Ms. Edyburn said she lives in Driftwood Condominiums, is on the Board of Directors and requested the entrance to the proposed development be moved further north on Wire Road. She said the entrance to the proposed development is directly across from Driftwood Condominium's Wire Road entry, which is a private road maintained by Driftwood Condominiums. She said people will use Driftwood's private road to cut through to the medical center and they cannot afford road maintenance with all the extra traffic.

Senior Planner Rodney Corriveau said the intersection will be reviewed at site plan review, with Pasco County, and the right-of-way use permit application process.

Kenneth Burgess moved to approve Ordinance 1443-22 on the Second Reading. Seconded by Lance Smith noting the items of concern. Motion passed unanimously.

3.2 Second Reading ORDINANCE NO. 1444-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S

COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 (RESIDENTIAL 6 D/U PER ACRE) TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR (AGRICULTURAL-RESIDENTIAL) TO CITY R-4 (HIGH-DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.95 ACRES OF REAL PROPERTY LOCATED ON WIRE ROAD AND APPROX. 1,000 FEET NORTH OF COUNTY ROAD 54 AND HAVING PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYRHILLS FLORIDA 33542; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."

City Attorney Matthew Maggard read Ordinance No. 1444-22 by title. A public hearing was held and there were no comments from the floor.

Lance Smith moved to approve Ordinance No. 1444-22 on the Second Reading noting items of concern from Business Item 3.1. Seconded by Charles Proctor. Motion passed unanimously.

3.3 Second Reading ORDINANCE NO. 1445-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."

City Attorney Matthew Maggard read Ordinance No. 1445-22 by title. A public hearing was held and there were no comments from the floor.

Charles Proctor moved to approve Ordinance No. 1445-22 on the Second Reading. Seconded by Alan Knight. Motion passed unanimously.

3.4 Second Reading ORDINANCE NO. 1446-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY ROR (RETAIL/OFFICE/RESIDENTIAL) TO CITY MU (MIXED USE); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM COUNTY C2 TO CITY C2 (COMMUNITY COMMERCIAL), FOR PARCEL 03-26-21-0010-00100-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."

City Attorney Matthew Maggard read Ordinance No. 1446-22 by title. A public hearing was held and there were no comments from the floor.

Alan Knight moved to approve Ordinance No. 1446-22 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously.

3.5 First Reading ORDINANCE NO. 1447-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION, ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCELS 03-26-21-0010-05100-0000 AND 03-26-21-0010-06100-0000; IN ACCORDANCE WITH SECTION 171.44, FLORIDA STATUTES, AS AMENDED."

City Attorney Matthew Maggard read Ordinance No. 1447-22 by title. A public hearing was held and there were no comments from the floor.

Councilman Burgess said moving forward, staff needs to make sure to secure what is needed to mitigate traffic concerns, waters concerns, and City service concerns for a maximum density of 20 units per acre.

Council President Wilkeson said Council has been very clear that while Council doesn't mind the high density residential off the major traffic route fronted by mixed use and stores, Council will be looking to the applicant for a negotiated site plan arrangement.

Councilman Smith addressed his concern with the Fort King and Eiland Blvd. intersection and directed staff to make sure there is a dedicated right-hand turn lane with stacking ability for vehicles. He said he likes the idea of many points of access.

Charles Proctor moved to approve Ordinance No. 1447-22 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

4 PLANNING DIRECTOR'S REPORT

4.1 38736 CR 54 Annexation, Land Use Map Amendment, and Rezoning Planning Report

Senior Planner Rodney Corriveau narrated a PowerPoint presentation of a proposed annexation, future land use map amendment and rezoning on CR-54, 1,500 feet east of Wire Road in the Joint Planning Area (JPA) utility service area. The area is contiguous to the existing boundaries, is reasonably compact, not part of another municipality and will not result in an enclave. The future land use map amendment is residential urban which is reflective of the neighboring area of R4 (Multi-Family Residential) zoning, is consistent with the future land use classifications, will not result in premature development and meets the land development code goals for the R4 zoning designation. The project is proposing 14 dwelling units per acre with a height limitation of 30 feet with fee-simple townhomes, not rentals. Pasco County will require improvements to Calumet Avenue in the area that abuts the subject parcel as part of the right-of-way process. The roadway will be improved to the east and will connect to the existing paved area heading east on Calumet Avenue with a right-of-way dedication for the property abutting CR-54. The applicant will install a left-hand turn lane. Planning staff, the Site Plan Review Committee and the Planning Commission recommended approval.

Charles Proctor moved to approve Business Item 4.1. Seconded by Lance Smith. Motion passed unanimously.

4.2 Market at Zephyrhills (Pretty Pond Road & U.S.-301) Final Plat and Subdivider's Agreement 41-22-34

Senior Planner Rodney Corriveau narrated a PowerPoint presentation and displayed a technical plat for a subdivision consisting of five commercial lots. The final plat has been reviewed by staff and the City's surveyor of record to assure conformance with state statutes. The City's engineer of record has reviewed the plat with maintenance and performance bonding and the City Attorney has reviewed this item for legal sufficiency. A mylar and Subdivider's Agreement between the City and the developer were available for signature, if approved, to ensure the infrastructure is sufficiently installed and maintained within the first year. The applicant's representative was present to answer questions.

Lance Smith moved to approve Business Item 4.2. Seconded by Kenneth Burgess. Motion passed unanimously.

5 CITY ATTORNEY'S REPORT

5.1 First Reading ORDINANCE NO. 1448-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT FROM COUNTY RES-6, COUNTY RES-9 AND CITY RU (RESIDENTIAL URBAN) TO CITY MU (MIXED USE), FOR PARCELS 03-26-21-0010-02000-0000, 03-26-21-0010-03600-0000, 03-26-21-0010-05100-0000, 03-26-21-0010-06100-0000; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."

City Attorney Matthew Maggard pulled Ordinance No. 1448-22 from the agenda.

5.2 First Reading ORDINANCE NO. 1449-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, REZONING THE SUBJECT PROPERTY HEREINAFTER DESCRIBED TO CITY ZONING CATEGORY PUD (PLANNED UNIT DEVELOPMENT) IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 166, FLORIDA STATUTES; APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN; PROVIDING FOR CODIFICATION, CONFLICT SEVERABILITY, AND AN EFFECTIVE DATE. (EILAND MIXED USE PUD)."

City Attorney Matthew Maggard pulled Ordinance No. 1449-22 from the agenda.

Senior Planner Rodney Corriveau announced several resident that wished to speak on earlier annexations.

Spoke from the floor: Tonya Holman – 37528 Martindale Avenue – Zephyrhills, FL

Ms. Holman addressed the trees that would be cut down, stating there are a lot of trees on the property such as Live Oaks that are protected by the state of Florida and requested Council keep the existing nature instead of clear cutting all the trees. She said she would like Fort King Road widened with sidewalks on both sides. She said she smells sewer when driving around town and if the City can't take care of the sewer pumps they have now, they won't be able to take care of new ones.

Spoke from the floor: Marion Post – 4512 Blossom Blvd. – Zephyrhills, FL

Ms. Post said she brought a number of people with her tonight for support from Orange Blossom Ranch Condominiums, east of Court Street. She said the south side of Court Street is a dirt road, approximately a quarter of a mile, that begins at Palmetto Palm (runs east to west) and ends at Court Street. She said the road forms a boundary between Orange Blossom Ranch and the new units at Walnut Grove. She said she has lived here for 30 years and the dirt road has always been a source of contention with mischief such as drug interactions and drinking. She referred to an incident that occurred a week ago when she work up to gun shots on a Saturday morning. The police were called and bullet casings were found on the dirt road, very close to her fence line in the dumpster area. As a result, people are nervous and frightened to go to the dumpster and walk their dogs after dark. The police officers said the City was responsible for the road and requested lights be installed near the road with more patrols in the area.

Spoke from the floor: Wendy Hardy – 4506 Blossom Blvd. – Zephyrhills, FL

Ms. Hardy said her unit borders the fence and the dirt road and agreed with Ms. Marion's statement of the activity on the quarter mile dirt road. She said there are no lights near the road and at night it is extremely dark. She referred to an incident that occurred on Saturday, October 15th at 1:00 a.m. where she was awoke from a dead sleep to the rapid succession of gun shots. She said she woke her husband up to go outside and he didn't see anything. She said someone in the neighborhood heard the gun shots, called the police, and three Zephyrhills Police Officers arrived. The neighbors came together and were talking to the officers who told the group that the dirt road was the responsibility of Pasco County. She said when the officers left, she grabbed her large LED light and began looking around on the dirt road and saw three sets of bare feet and two casings in the dirt. She picked up the casings, followed the footprints and found more casings for a total of 15 to 20 casings which she marked for the officers to handle. She called the officers and when they arrived, they picked up the casings and said the City was responsible for the dirt road not Pasco County. She asked for clarification on who to call if there are problems, the City or Pasco County. She said the area needs light to illuminate the area to reduce crime.

Spoke from the floor: Public Works Director Shane LeBlanc

Public Works Director Shane LeBlanc said the road they are referring to, Palmetto Palm Drive, is a gray area. He said there is a duke easement, 30 feet of platted right-of-way, running along the dirt road, but said the road is not in the City's roadway network. As a courtesy, the City grades the road to eliminate mud holes for City Sanitation trucks to service dumpsters in the subdivisions. He said people traverse on the dirt road but the road is not wide enough to construct a new road due to insufficient right-of-way for a SWFWMD permit.

Police Chief Derek Brewer – City of Zephyrhills

Police Chief Brewer agreed with the lighting, stating when they look at a neighborhood holistically, they discuss how well the area is lit. He said these people are City residents and he will develop a long-term plan and discuss the plan with Pasco County.

City Manager William Poe said staff understands the concern and will reach out to Pasco County to find a solution.

Spoke from the floor: Steve Harbison - 4548 Blossom Blvd. – Zephyrhills, FL

Mr. Harbison said he is on the Board for Walnut Grove and his priority is the safety of residents. He has addressed this issue for the last four years and with all due respect to Council and Police Chief Brewer, this is the first time he has seen anything done out there period. He said the dirt road goes out onto Court Street and does not have a stop sign. He said when somebody is killed there, we are going to find out who owns the road. There is a lot of activity on that dirt road, furniture on fire, a car on fire, it's just ridiculous. He said the board has spent thousands of dollars to create a gated community and something has to be done. He said he found out through Pasco County that the dirt road was deeded to the community in 1910.

Lance Smith moved to postpone Business Items 5.1 and 5.2 to a date certain of November 14, 2022. Seconded by Charles Proctor. Motion passed unanimously.

6 CITIZEN COMMENTS

6.1 Old School Reggaeton Special Event Alcohol Approval

City Manager William Poe said there are no representatives present from the Old School Reggaeton for the proposed music event at the Z'hills Event Center on November 19, 2022.

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

Ms. Westermann said she began speaking about the clock in Time Square needing some love and care in May 2022. She said Reutimann Racing has offered to repair the base of the clock for free. She received a quote from the original clock company to replace the interior that would come with a warranty but due to the cost, the City Manager said three bids would need to be secured. She started Friends of Time Square, put her money where her mouth is, and submitted two checks for a total of \$3,000 to the City Manager toward the repair of the clock and requested Council make the repair a priority. People have their pictures taken with the clock and said this is an opportunity to promote our City. She addressed the plastic that is failing on the picnic tables in Time Square and requested new picnic tables for people that use the area. In closing she said Zephyrhills is the largest City in Pasco County with an old cemetery and asked what the City had in place for maintenance long-term like cemeteries in New Orleans. She said anyone who takes a tour of the cemetery would receive a good history lesson and questioned if the City preserves historic headstones in the cemetery such as Captain Jeffries.

Mayor Whitfield said the City owns all of the unsold property in the cemetery but once the property is sold, a deed is issued to the owners of the gravesite. The cemetery ordinance states the City is responsible for perpetual care even when it's completely full, the City will have to maintain it. All the roadways are City property.

Mr. LeBlanc said as an update, the City has a full-time Public Works employee at the cemetery 40 hours a week who does a great job maintaining Oakside.

Historic Preservation Specialist and Community Planner Audrey McGuire said something seen a lot with historic cemeteries, and Oakside is a historic cemetery, are graves and headstones not maintained because family members are no longer around to maintain them. Generally, organizations, groups or people will volunteer to clean, maintain and fix headstones.

Council President Wilkeson said she would like to donate to the Friends of Time Square and said she will put her money where her mouth is too. She said headstones are private property so when we talk about perpetual care, that doesn't apply to replacing or maintaining headstones. She said private cemeteries typically provide that level of care to headstones and is paid in the form of a trust fund.

Spoke from the floor: Carey Anne Yager – 5901 Wilson Drive – Zephyrhills, FL

Ms. Yager referred to chatter on the Zephyrhills Community Facebook page relating to the state of Zephyr Park. She said drug paraphernalia has been found in the play area, the homeless population camp out in the park at night and leave their blankets and their bikes around during the day, underage kids harass citizens, and the bathrooms house people under the influence. She suggested coordinating a group of people in the City to clean up the park

quarterly and said this would be the perfect opportunity for a community project with the rebranding of the City.

Councilman Burgess suggested coordinating the Zephyr Park cleanup through the quarterly Community Redevelopment Area (CRA) community cleanups.

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said the Economic Summit held on October 19th was a success with great speakers. He introduced Public Information Officer Kevin Weiss who spoke on the community survey for the City’s rebranding.

Spoke from the floor: Public Information Officer Kevin Weiss – City of Zephyrhills
Mr. Weiss said the branding firm, NorthStar Place Branding and Marketing have initiated a community-wide survey. As of 10/24/2022, 748 responses have been received. He said NorthStar looks for roughly one percent (1%) of the City population to participate and currently the stats have quadrupled that percentage and will be open through Friday, November 25, 2022. He encouraged everyone to take time and complete the survey.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Burgess said this Friday night is the homecoming game for the Zephyrhills High School and at half time, long-term coach and athletic director Craig Milburn will be recognized with a dedication of the softball field in his name. He encouraged everyone who played for or coached with Craig to attend.

Council Vice President Lance Smith thanked Ms. Yager for speaking and sitting through a long meeting. He thanked Ms. Yager for coming with a solution to her problem.

Councilman Proctor recognized Lea Tucker for being clean for two years.

Councilman Knight said it’s good to live in a small community and to have citizens who are concerned and bring forth ideas. He recognized Lea Tucker for being clean for two years. He recognized Police Chief Brewer and Public Works Director Shane LeBlanc’s crews for Hurricane Ian services.

Council President Jodi Wilkeson acknowledged Lea Tucker for being clean for two years. She thanked everyone for attending the meeting.

Spoke from the floor: Warren Earle – 3822 Florida Ranch Blvd. – Zephyrhills, FL

Mr. Earle referred to the young lady who made the presentation for the Penny for Pasco and said she did everything right except the very last thing, she forgot to tell everyone where to mark their vote on the ballot. He suggested a metal roof on the restroom building at Hercules Park.

7 NOTED ITEMS

7.1 Depository Deposit Listing

Meeting adjourned: 8:26 p.m.
Submitted by Lori Hillman

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on October 10, 2022 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (646) 749-3122 - Access Code: 855-325-901.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Building Official Bill Burgess, Utility Director John Bostic, Airport Manager Nathan Coleman, Public Information Officer Kevin Weiss, IT Director Mike Panak, Historic Preservation Specialist and Community Planner Audrey McGuire and Finance Supervisor Jessica Carter.

Alan Knight asked for a moment of silence for the family of Nelson Ryman. He said Nelson was always smiling, never missed a football game, raised two fine young men and will be greatly missed.

Reverend Jennifer Bennett with the Pasadena Baptist Church delivered the invocation. The Pledge of Allegiance followed.

1. CONSENT ITEMS

1.1 Change Order No. 1 to Ajax Paving Construction Agreement No. 25-21-06 Taxiway A Rehabilitation Time Extension

1.2 Request Council approval for Jones Edmunds Task Assignment JE-23-02 – South 301 Sewer/Water Phase I Project

1.3 Request Council approval for Jones Edmunds Task Assignment JE 23-03 – Reclaim Water to Abbott Square and Pasco County

1.4 Request Council approval for Jones Edmunds Task Assignment JE 23-04 – Northside Phase 3 Force Main/Water Main

1.5 Request Council approval for Jones Edmunds Task Assignment JE 23-05 – WWTP Effluent Pump Station Upgrade

1.6 Notification to Council for the Purchase of an Emergency Generator and Transfer Switch at Well 5 through RCM Utilities

1.7 Notification to City Council to utilize the services of R&M Service Solutions for Annual Hydrant Maintenance

Kenneth Burgess moved to remove Items 1.2, 1.3 and 1.4 for future discussion.

Seconded by Charles Proctor. Motion passed unanimously.

Lance Smith moved to approve Consent Items 1.1, 1.5, 1.6 and 1.7. Seconded by Alan Knight. Motion passed unanimously.

CONSENT ITEMS 1.2, 1.3 AND 1.4

Kenneth Burgess said Consent Items 1.2, 1.3 and 1.4 will involve digging and directed staff to make sure all utilities are located to eliminate possible cost overruns.

Kenneth Burgess moved to approve Consent Items 1.2, 1.3 and 1.4. Seconded by Lance Smith. Motion passed unanimously.

2. BUSINESS ITEMS/PUBLIC HEARING

2.1 ACME Development on Wire Road North of C.R. 54

First Reading **ORDINANCE NO. 1443-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYRHILLS FLORIDA 33542 IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

City Attorney Matthew Maggard read Ordinance No. 1443-22 by title. Senior Planner

Rodney Corriveau said this item came before Council approximately six months ago and Council instructed the applicant to work with Pasco County on a right-of-way use permit. The proposed project is for annexation into the City with a future land use designation of residential urban and a R4 zoning designation. A proposed site plan was presented that is exempt from access management (left and right turn lanes); however, there is a 15' right-of-way entitlement for Wire Road future improvements. The applicant imposed a voluntary deed restriction of 55 townhome units and will be required to install a sidewalk on the west side of the road as part of the right-of-way application process. He said the traffic study was based on peak hour travel and the applicant understands the importance of landscaping and buffering in a developed area adjacent to existing properties and right-of-way. The applicant has begun the process of working with Pasco County Fire Rescue to assure accessibility with one entry and one exit.

City Manager William Poe said there is a sidewalk trail along Abbott Park and a sidewalk trail is being constructed in front of the Duke Energy substation. Pasco County has been working with the City to make the connection from Daughtery Road south to CR-54 with the constrained right-of-way issue. A public hearing was held.

Spoke from the Floor: Kim Adams – 38754 Vulcan Circle, Zephyrhills, FL

Mr. Adams voiced his concern about his home flooding and the location of a retention pond since his site is located three feet below the proposed project. He added the land on Wire Road is six feet higher than the bottom of his trailer that is two feet off the ground. He said he currently has problems with hot and cold water along with water pressure and is concerned it will get worse when additional homes are added. He addressed the presence of matting gopher turtles with babies and a fletted woodpecker nest on the property that are protected.

Spoke from the floor: Gwen Stein of 38754 Vulcan Circle, Zephyrhills, FL

Ms. Stein said she does not want to come before Council like the lady who was before Council last month (Kim Earle). She asked if the applicant would leave a barrier between the project or if they will build up to the fence line.

Senior Planner Rodney Corriveau said he spoke with Utilities Director John Bostic who said he is not aware of water pressure issues in the area. He said there have been a couple gopher tortoises identified through the endangered species report and permits cannot be issued until all protected species are identified and relocated. The applicant is committed to buffering the property, the site will be graded and the water will be sluiced into a retention pond. There is a 20' setback with a 10' buffer along the eastern boundary line.

Spoke from the floor: Scott Stannard - Commercial Site Solutions (CSS) – 21764 FL-54 – Lutz, FL

Mr. Stannard addressed the question on buffering and said a combination of plantings and an opaque PVC fence will be implemented to provide separation. The proposed project has been capped at 55 dwelling units rather than the allowable and will provide additional buffering with a playground and open space to make the area less dense. He referred to the topographic survey which shows the drainage peaks on the eastern side and drains west towards Wire Road away from the mobile homes in the existing low area. The pond is located on the western side next to the road so the collection system will pipe the water to the stormwater pond. He said state law requires that water be treated for contaminants and requires attenuation of the larger storms to the predeveloped rates to avoid overloading the ditches and the remaining stormwater system. He said there is an interim period during construction where the runoff will be different than what you see in the finished condition. He said as the engineer, he has to take that into account. For ten months or so while these homes are being built out, there is an interim condition where construction will be phased and the pond will be built first so that all the water will flow to the pond which is designed to capture and treat the water.

Kenneth Burgess moved to approve Ordinance No. 1443-22 on the First Reading. Seconded by Charles Proctor. Motion Passed Unanimously.

2.2 Zephyrhills Storage LLC on US-301 South of Daughtery Road

First Reading **ORDINANCE NO. 1445-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS PURSUANT TO THE REQUEST OF THE OWNERS OF SUCH LANDS AND IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED.**

City Attorney Matthew Maggard read Ordinance No. 1445-22 by title. A public hearing was held and Kimberly Yothers of 292 Terrace Road, Tarpon Springs, FL 34689 spoke from the floor stating she is a student at St. Petersburg College in Public Policy and Administration and is present to speak on a first reading. She said she reviewed the project, met with Mr. Vande Berg, and said this project will bring some tax base with little impact to the City.

Planning Director Todd Vande Berg said this is the first reading of an annexation of 3.4 acres, a partial enclave that will be eliminated within the City's Joint Planning Area (JPA) and Utility Service Area boundary. The Site Plan Review Committee and Planning Commission recommended Council's approval.

Lance Smith moved to approve Ordinance No. 1445-22 on the First Reading. Seconded by Kenneth Burgess. Motion passed unanimously.

City Manager William Poe requested Planning Director's Report Items 3.1, 3.2 and 3.3 be moved following the City Attorney's report.

Kenneth Burgess requested to move Business Items 3.1, 3.2 and 3.3 following the City Attorney's Report. Seconded by Lance Smith. Motion passed unanimously.

3. **PLANNING DIRECTOR'S REPORT**

3.1 Abbott Square Phase 2 Final Plat

3.2 Eiland Blvd. Mixed Use PUD – Annexation, FLUMA & Rezoning Planning Report

3.3 Zephyr Storage, LLC Conditional Use/Planning Report

4. **CITY ATTORNEY'S REPORT**

4.1 ACME Development on Wire Road North of C.R. 54

First Reading **ORDINANCE NO. 1444-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 (RESIDENTIAL 6 D/U PER ACRE) TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR (AGRICULTURAL-RESIDENTIAL) TO CITY R-4 (HIGH-DENSITY RESIDENTIAL) FOR APPROXIMATELY 4.95 ACRES OF REAL PROPERTY LOCATED ON WIRE ROAD AND APPROX. 1,000 FEET NORTH OF COUNTY ROAD 54 AND HAVING PARCEL NUMBERS 02-26-21-0010-03600-0000 AND 02-26-21-0010-03600-0010 LOCATED AT 6700, 6712, AND 6718 WIRE ROAD, ZEPHYRHILLS FLORIDA 33542; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1444-22 by title. He said this is the same piece of property on Wire Road that was addressed in Business Item 2.1.

Lance Smith moved to approve Ordinance No. 1444-22 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

4.2 Zephyr Storage LLC on US-301 South of Daughtery Road

First Reading **ORDINANCE NO. 1446-22 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA APPROVING A SMALL SCALE FUTURE LAND USE MAP AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN,**

CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY ROR (RETAIL/OFFICE/RESIDENTIAL) TO CITY MU (MIXED USE); AND AMENDING THE CITY'S OFFICIAL ZONING MAP, CHANGING THE ZONING DESIGNATION FROM COUNTY C2 TO CITY C2 (COMMUNITY COMMERCIAL), FOR PARCEL 03-26-21-0010-00100-0020; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."

City Attorney Matthew Maggard read Ordinance No. 1446-22 by title. He said this is the same piece of property (FLUMA) that was addressed in Business Item 2.1 and 4.1.

Lance Smith moved to approve Ordinance No. 1446-22 on the First Reading. Seconded by Alan Knight. Motion passed unanimously.

4.3 Park Place Boat & RV Storage, LLC Conditional Use

First Reading **RESOLUTION NO. 803-22 - "A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR RECREATIONAL VEHICLE STORAGE IN THE LI (LIGHT INDUSTRIAL) ZONING DISTRICT ON PARCELS 19-26-22-0010-00000-0110 AND 19-26-22-0010-00000-0120; FINDING CONFORMITY WITH THE COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND PROVIDING AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Resolution No. 803-22 by title. Historic Preservation Specialist and Community Planner Audrey McGuire said this property is located in the Park Place Industrial Park and all uses surrounding the property are industrial or associated with the Zephyrhills Municipal Airport. Currently, the City's Land Development Code requires that recreational storage use be considered as a conditional use in the light industrial zoning district and staff recommended approval.

Kenneth Burgess moved to approve Resolution No. 803-22 on the First Reading. Seconded by Lance Smith. Motion passed unanimously.

Business Items 3.1, 3.2 and 3.3 were moved to this place on the agenda.

3. **PLANNING DIRECTOR'S REPORT**

3.1 Abbott Square Phase 2 Final Plat

Planning Director Todd Vande Berg presented a final plat submitted by Lennar for Abbott Square Phase 2 located west of Simons Road with a mixture of single-family residential. The majority of homes will be one-story attached villas with a few two story units. The PUD Master Plan includes the preservation of many existing oak trees. The plat is consistent with the approved Abbott Square construction plans and the land development code standards for platting. The City's Engineer of Record, David Armstrong, has reviewed the final plat for compliance with Florida Statute Planning Standards set forth in Florida Statute 177. A traffic signal will be located at Eiland Blvd. and Simons Road with a dedicated right hand turn lane. Construction will begin in November 2022 with completion in the Spring 2023. A mylar and Subdivider's Agreement were available for signature, if approved by Council. A performance bond will be recorded with the engineer's estimate included in the Subdivider's Agreement as the infrastructure is incomplete. Staff recommended approval of the Abbott Square Phase 2 Final Plat.

Charles Proctor moved to approve Business Item 3.1. Seconded by Lance Smith. Motion passed unanimously.

3.2 Eiland Blvd. Mixed Use PUD – Annexation, FLUMA & Rezoning Planning Report

Historic Preservation Specialist and Community Planner Audrey McGuire presented a multi-step project for a partial annexation, partial future land use classification change and PUD rezoning for the entirety of the project located on Eiland Blvd, west of Fort King Road. The annexation portion is approximately 11.75 acres, the future land use map amendment will consist of 21.92 acres and the rezoning of the entire project site is approximately 29.38 acres and qualifies as a small scale map amendment. The two parcels to be annexed are in an enclave area comprising 11.75 acres located within the Joint Planning Area (JPA) and Utility Service Area

and meet the standards of Florida Statute Chapter 171 for annexation. The 10.17 northern acres have a City residential urban land use classification, the property located in Pasco County have a RES-6 and RES-9 land use classification and the remainder of the property has a mixed use classification. All parcels will be amended to City mixed use. The proposed density is 20 units per acre with a max of 1.0 FAR under the future land use classification. The proposed property is consistent with the City's LDC requirements and surrounding land uses in the area, is a small scale comprehensive plan amendment and is consistent with the requirements of Florida Statutes Chapter 163.

Ms. McGuire provide a character analysis stating the property to the north are mobile home RV with a density of 5 to 18 dwelling units per acre. Additional properties to the north are RU (residential urban) with a density up to 20 units per acre. Properties to the south are County RES-9 and County RES-9. Properties to the east, across Fort King Road, have a City future land use classification of MU with a density of up to 20 units per acre. Mobile homes to the west are residential urban and one parcel of very low density residential. The parcels along Eiland Blvd. are City OP (Office Professional) with AC and AR for County parcels. All parcels will be rezoned to Planned Unit Development (PUD). The project is located within the basin of special concern and will need to meet additional stormwater water capacity requirements. A significant portion of the northern parcels will be slated for wetland mitigation and retention area. A total of 347 maximum units is proposed which is 11.98 dwelling units per acre. Multi-family buildings will be four stories in the multi-family residential section with two story buildings fronting Eiland Blvd. Non-residential uses will be medical office, small cafes, and restaurants limited in size. The applicant has requested a drive-thru restaurant use for a possible Starbucks or Dunkin Donuts. Staff recommends removing the drive-thru restaurant use from the plan, stating the use is too intense.

Ms. McGuire stated the Planning Commission recommended Council's approval with the condition traffic concerns at the intersection of Eiland Blvd. and Fort King Road be addressed. Turn lanes are anticipated at all driveway entrances with a right of way dedication along Fort King Road. The zoning is consistent with the proposed future land use classification of MU, meets the size requirements to establish a PUD, is consistent with the development patterns and surrounding uses of the area and meets the City's LDC goals, objectives, policies and COMP plan requirements. Building typologies along Eiland Blvd. have been designed to be more of a downtown setting so parking would be interior to the site with buildings out towards Eiland Blvd. with a store front and walkability feel. Staff, the Site Plan Review Committee and Planning Commission recommended approval with a contingency that staff look carefully at the traffic related concerns. Staff met with the City's engineering consultants, Kimley Horn, and the applicant's consultants to discuss the intersection; specifically, the light timing and sequencing, and turn lane improvements.

City Manager William Poe said he is confident staff can work out an equitable resolution for a proportionate contribution share toward the dedicated right hand turn lane at Eiland Blvd. for future projects moving forward.

Council President Wilkeson said this is a PUD where everything is negotiable, the City is in a position to ask for what they need. She would like to see a relationship between access to residential shops from Summerset Apartments for pedestrian and bike uses and address turn lanes and improvements to the intersection of Eiland Blvd. and Fort King Road.

Lance Smith moved to approve Business Item 3.2 with staff's recommendation to remove the drive-thru restaurant use. Seconded by Charles Proctor. Motion passed unanimously.

3.3 Zephyr Storage, LLC Conditional Use/Planning Report

Planning Director Todd Vande Berg presented a conditional use petition submitted by Zephyr Storage, LLC for the construction of a proposed Indoor Storage Facility pursuant to Section 709.16 of the Land Development Code for indoor storage facilities outside the CRA and Formed Based Code exceeding one story or 15 feet. He narrated a PowerPoint presentation of the subject property stating staff is working with the applicant to maximize tree preservation around the perimeter and proposing a connection from Daughtery Road with an emergency access Knox Box. Drainage calculations and stormwater retention are in the process with the proposed project in the basin of special concern (part of the property is in a flood zone). He

displayed a view from US 301 with a smaller 29' height building that is in character with the height of other buildings along US 301, the higher building from 39' to 41' (with the facade architectural elements) in the back with a drive access connected to US 301. There is an enhanced buffer along the perimeter and a decorative fence with landscaping along the building. He said the three story structure in the back is limited in view from US 301 based on landscaping and the 29' building in the front. The applicant will be adding brick treatments and is open to any color of brick. He said there is virtually no water impact and minimal traffic generated based on the use. The applicant's representative was present to answer questions.

Lance Smith moved to approve Business Item 3.3. Seconded by Charles Proctor.
Motion passed unanimously.

4. CITIZEN COMMENTS

Spoke from the floor: Executive Director Bobby Green – Ridge League of Cities
Mr. Green bestowed greetings to Council on behalf of the Ridge League of Cities. He said this is his first year as Executive Director with the Ridge League of Cities and wanted to introduce himself. He presented a brief synopsis of the Ridge League of Cities' history, purpose, and upcoming dinner in Haines City on December 8th.

Cadet Lieutenant Colonel Parker Stuckey, Battalion Commander, with the Zephyrhills High School JROTC Program – 6335 12th Street – Zephyrhills, FL

Cadet Lieutenant Colonel Parker Stuckey said JROTC's mission is to motivate young people to be better citizens and scholars and as Battalion Commander, to provide quality citizenship, character, service, and leadership development programs. He narrated a PowerPoint presentation and highlighted upcoming service projects to include a coastal cleanup at Zephyr Park, Veterans' Day Parade, and Wreaths Across America. He said the Army changed their uniform in 2017 from ACU's to OCP's and the group is trying to outfit all cadets with the new uniform. He said JROTC's Project Patriotism project will be cleaning graves at Oakside Cemetery and hosting a flag retirement ceremony and requested funding support from the City.

Council Vice President Smith requested the City provide a \$1,000 donation with the option for Council to donate personally.

MAYOR ANNOUNCEMENTS – Mayor Whitfield thanked Public Works Director Shane LeBlanc and his crew on the completion of the 7th Street project. He said 7th Street is a nice ride without humps in the middle of the road.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe thanked Mr. Green for speaking on behalf of the Ridge League of Cities and thanked all employees for their work in preparation for Hurricane Ian.

CITY ATTORNEY ANNOUNCEMENTS – City Attorney Matthew Maggard said Nelson Ryman was a fellow Rotarian and every time there was a fundraiser he would show up at his office and refuse to leave without a check. He sent his condolences to the family and said Nelson will be missed.

CITY COUNCIL COMMENTS – Councilman Burgess said he enjoys driving down 7th Street with the change and thanked Mr. Green for speaking. He addressed Kossik Road and said there is a Developer's Agreement that states the completion of Kossik Road will be December 31, 2022. As the City moves forward, a mechanism needs to be put in place to hold developer's accountable.

City Manager William Poe said the City will not approve any future plats until the City receives a guarantee of road construction.

City Attorney Matthew Maggard said a Developer's Agreement is an agreement that the City can take action to enforce. He advised Council to wait until the deadline passes and make a decision whether to take legal action.

Council Vice President Smith said if the developer was unable to obtain a Certificate of Occupancy for an existing plat, that would be pretty good motivation. He said the same with construction, if someone is flooded there should be recourse. He said there may be some bonding that can be acquired for damages.

Council President Wilkeson said Council needs to implement internal deadlines to begin implementing code and ordinances to protect people like Ms. Earle.

Councilman Proctor agreed with Council Vice President Smith and Council President Wilkeson.

Councilman Knight thanked the JROTC for their presentation and said he was proud of them. He thanked Chief Brewer and Shane LeBlanc for their efforts during the hurricane. He addressed food vendors along 5th Avenue on Friday and Saturday nights and asked if they had a license.

Historic Preservation Specialist and Community Planner Audrey McGuire said the City has an ordinance in place that outlines zoning districts for food vendors in the down town area and parks. The City is not allowed to license or otherwise register food vendors, per state statute, as long as they adhere to the state's requirements for licensing. Food vendors are limited to three days a week in one location. The City reserves the right to inspect all food vendors and can request to see their license, insurance and health information if they are reported by a citizen.

Councilwoman Wilkeson said Ryman Nelson was a founding member of the Daybreak Rotary Club and was the best fundraiser. Rotary supported Nelson's Haiti commitment as their international project for 30 years and said he will be sorely missed. Nelson was a very special person and leaves a big hole in our collective hearts.

5. NOTED ITEMS

6.1 JE TA 23-01 Water/WasteWater System Support Services

6.2 Depository Deposit Listing

Meeting adjourned: 8:01 p.m.
Submitted by Lori L. Hillman
Not Present at Meeting

CONSENT ITEMS 1.4

Approval of Central Square/ONE Solutions CAD User Agreement and Software Purchase

Issue:

The User Agreement and Computer Aided Dispatch (CAD) software purchase is part of the communications consolidation process.

Background:

The Access & Use Agreement is needed for the first-time order/purchase by the Zephyrhills Police Department and access to the Pasco County system. In addition, the End User License Agreement provides terms and conditions between the Zephyrhills Police Department and CentralSquare, allowing CentralSquare to set up the Agency's Account for direct billing.

Attachment(s):

1. Zephyrhills Police Department - Solutions Agreement - MSA
2. Zephyrhills Police FL - Add-On to Pasco County FL - SOS 9.1.2022 (1) (1)
3. System Access Agreement - Pasco-Zephyrhills-CentralSquare

Fiscal Impact:

The fiscal impact is \$184,733.68 for the initial software purchase and \$36,416.00 in recurring costs for maintenance and subscription renewal.

Staff Recommendation:

Staff recommends approval

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **Zephyrhills Police Department, FL** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

1. Solution: ONESolution PSJ

2. Term.

2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for 5 year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

2.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "**Confidential Information**" means the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend.

- 4.7. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.8. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.
- 4.9. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.10. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
- 4.11. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.12. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.13. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.15. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).
- 4.16. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.17. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.19. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 4.20. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

- 4.21. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.
- 4.22. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.23. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
- 4.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.25. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

- 5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;
 - 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;
 - 5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;
 - 5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;
 - 5.7.6. any relocation of the Solution without CentralSquare's knowledge and approval;
 - 5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;
 - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").
- 5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

Commented [DB1]: Can you define the term "relocation"? For example, would this apply to moving the Solution from one location to another in our own building?

Commented [JP2R1]: This applies to any movement including inside of your building— the reason for this language is to protect against potential issues that may be caused that are beyond our standard support, and may incur additional expenses.

Modified the language to allow for the relocation with CST knowledge and approval.

6. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable,

perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1 Defined. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 9, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of CentralSquare.
- 9.2 Nondisclosure. The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without CentralSquare's prior written approval.
- 9.3 Exceptions. A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

10. Security.

- 10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 11. Personal Data.** If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
 - 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or

personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. **LIMITED WARRANTY.** CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to
CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email: info@CentralSquare.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **Zephyrhills Police Department**
6118 8th St

**Zephyrhills, FL, 33542
United States**

Phone: _____ **email:** _____
Attention: _____

14. Force Majeure. Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. Indemnification.

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless CentralSquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. Customer may terminate this Agreement for convenience (no-cause). In the event that Customer terminates this Agreement pursuant to this Section 16.3, Customer shall not be entitled to any

refunds, rebates or credits of any unused portions of annual fees paid in advance (pursuant to Exhibit 1).

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party must commence binding arbitration in accordance with the provisions of 19.7 and 19.8.

19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's

Commented [DB3]: I would like further explanation as to the payment responsibility for early termination of the agreement, to include early termination of the initial 5 year term of the agreement.

Commented [JP4R3]: Please see new Section 16.3 language.

employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

22. Third-Party Materials. CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26. Material Adverse Change. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI

standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. Cooperative Purchases. This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. Order of Precedence.

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement in the order in which they appear.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Statement of Work

Exhibit 3 - Maintenance & Support Standards

Exhibit 4 – Travel Expense Guidelines

Exhibit 5 – Insurance Requirements

CentralSquare Technologies, LLC	Zephyrhills Police Department
1000 Business Center Drive Lake Mary, FL 32746 US	6118 8th St, Zephyrhills, FL , 33542, United States
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

EXHIBIT 1**Project Cost Summary**

Quote #: Q-106775

SOFTWARE INCLUDED

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution Accident License Fee	1	2,800.00	2,800.00
ONESolution Barcoding Hand-Held Client License License Fee	1	1,000.00	1,000.00
ONESolution Freedom Premium License Fee	2	1,000.00	2,000.00
ONESolution MCT Client AVL License License Fee	42	100.00	4,200.00
ONESolution MCT Client-Digital Dispatch License Fee	42	800.00	33,600.00
ONESolution MFR Client License Fee	42	800.00	33,600.00
ONESolution MFR Client-Accident Reporting License Fee	42	400.00	16,800.00
ONESolution MFR Client-Accident Wizard License Fee	42	190.00	7,980.00
ONESolution MFR Client-Arrest Affidavit License Fee	42	200.00	8,400.00
ONESolution MFR Client-Arrest License Fee	42	300.00	12,600.00
ONESolution MFR Client-Citation License Fee	42	400.00	16,800.00
ONESolution MFR Client-MOBLAN Version License Fee	5	400.00	2,000.00
ONESolution Police-to-Citizen Annual Subscription Fee	1	3,000.00	3,000.00
ONESolution Property & Evidence License Fee	1	2,800.00	2,800.00
ONESolution RMS Workstation License Fee	15	1,500.00	22,500.00
Microsoft Visio License Fee	42	158.54	6,658.68
Software Total			176,738.68 USD

SERVICES INCLUDED

DESCRIPTION	TOTAL
Public Safety Project Management Services - Fixed Fee	1,365.00
Public Safety Technical Services - Fixed Fee	3,120.00
Public Safety Training Services - Fixed Fee	3,510.00
Services Total	7,995.00 USD

QUOTE SUMMARY

Software Subtotal	\$176,738.68 USD
Services Subtotal	7,995.00 USD
Quote Subtotal	184,733.68 USD
Discount	- \$0.00 USD
Quote Total	184,733.68 USD

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	33,416.00
FIRST YEAR SUBSCRIPTION TOTAL	\$3,000.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms

ONE TIME FEES

- a. CentralSquare License Fees are due: 100% on the Execution Date.
- b. CentralSquare Professional Fixed Fee Services are due 50% on the Execution Date and 50% upon completion of Services.

RECURRING FEES

- a. The Annual Subscription Fee is due upon execution, and annually thereafter on the anniversary of the Execution Date. Beginning in year two, the Annual Subscription Fee is subject to a 5% increase.
- b. Annual Support & Maintenance Fees are included with License Fees for the Initial Support Term. They are due one (1) year from the Execution Date, prior to the commencement of the first Renewal Support Term. Beginning in year two, the Annual Support & Maintenance Fees are subject to a 5% increase.

ANCILLARY FEES

- a. Reimbursement of travel and living expenses will be governed by Exhibit 4 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- b. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- c. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Statement of Work

Summary of Services

Project: Zephyrhills Police, FL – Add-On to Pasco County, FL

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare Project Manager or resource.

Services Scope of Project

The project includes the following scope of services associated with adding on Zephyrhills Police, FL to Pasco County, FL.

A total of sixteen (16) hours of Technical Services have been scoped to complete the following:

- Configuration Assistance

All Technical Services will be provided remotely via SecureLink.

A total of eighteen (18) hours of Training Services have been scoped to complete the following:

- Sixteen (16) hours for ONESolution RMS Final Audit
- Two (2) hours for ONESolution RMS Final Audit Customer Review

All Training Services will be provided remotely via SecureLink.

The above scope does not include ONESolution RMS System Administrator Training, End-User Training, building assistance for Users/Groups, Data Conversion, or configuration for additional interfaces. Should the customer need further assistance, additional hours will be scoped and quoted accordingly.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work and will work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

EXHIBIT 3

Maintenance & Support Standards

I. Support Hours: Hours During Which CentralSquare's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to CentralSquare's help desk by means of: (i) CentralSquare's web helpline; or (ii) the placement of a telephone call.

With respect to CentralSquare's support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare "Telephone Support" hour occurring after CentralSquare's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Normal Customer Service Hours: Telephone calls to (833) - CST - SUPP will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within one hour after opening. After Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to (833) - CST - SUPP for NavilLine only. Priority 1 issues must be called in via (833) - CST - SUPP in order to receive this level of response.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning CentralSquare's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Normal Customer Service Hours: Telephone calls to (833) - CST - SUPP will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within two hours after opening. After Normal Customer Service Hours: One (1) hour minute call back after Client telephone contact to (833) - CST - SUPP for NavilLine only. Non-Urgent Priority issues may also be reported via https://support.centalsquare.com/s/contract-us	
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Normal Customer Service Hours: Telephone calls to (833) - CST - SUPP will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight business hours after opening.	

		Non-Critical Priority issues may also be reported via https://support.centalsquare.com/s/contract-us Non-Critical Priority issues are not managed after Normal Customer Service Hours for PA Products.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Normal Customer Service Hours: Telephone calls to 800-987-0911 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after the point of opening a Priority 4 case during CentralSquare's normal local business hours or within two business days after a P4 case is opened outside of CentralSquare's normal local business hours. Minor Priority issues may also be reported via https://support.centalsquare.com/s/contract-us Minor Priority issues are not managed after Normal Customer Service Hours for PA Products.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare's support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare's online support portal, and b) when CentralSquare's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.

EXHIBIT 4
Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 5

Sample COI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114887-EOIC-GAMU-22-23 INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Co. 25615 INSURER B: Phoenix Insurance Company 25623 INSURER C: Travelers Property Casualty Company Of America 25674 INSURER D: Travelers Casualty And Surety Company 19038 INSURER E: AIG Specialty Insurance Company 26883 INSURER F:	NAIC #
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COVERAGES	CERTIFICATE NUMBER: ATL-005484481-00	REVISION NUMBER: 0
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		H-630-65758660-COF-22	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BA-65783539-22-13-G	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		CUP-6S801390	08/31/2022	08/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N / A	UB-65783968-22-13-G	08/31/2022	08/31/2023	☒ PER STATUTE ☐ OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
E	E&OCyber		015930626	09/30/2022	08/31/2023	Limit 5,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER CentralSquare Technologies LLC 1000 Business Center Drive Lake Mary, FL 32746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. <i>John White</i>
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ACORD 25 (2016/03)

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Summary of Services

Project: Zephyrhills Police, FL – Add-On to Pasco County, FL

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare Project Manager or resource.

Services Scope of Project

The project includes the following scope of services associated with adding on Zephyrhills Police, FL to Pasco County, FL.

A total of sixteen (16) hours of Technical Services have been scoped to complete the following:

- Configuration Assistance

All Technical Services will be provided remotely via SecureLink.

A total of eighteen (18) hours of Training Services have been scoped to complete the following:

- Sixteen (16) hours for ONESolution RMS Final Audit
- Two (2) hours for ONESolution RMS Final Audit Customer Review

All Training Services will be provided remotely via SecureLink.

The above scope does not include ONESolution RMS System Administrator Training, End-User Training, building assistance for Users/Groups, Data Conversion, or configuration for additional interfaces. Should the customer need further assistance, additional hours will be scoped and quoted accordingly.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work and will work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.



Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time. If Client desires to perform the services outside of these hours, additional fees will apply.

**AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO
SOFTWARE SYSTEM ("ACCESS AGREEMENT")**

among

***Pasco County Board of
County Commissioners***
*37918 Meridian Avenue
Dade City, FL 33525*
and

City of Zephyrhills
*5335 8th Street
Zephyrhills, FL 33542*
and

***CentralSquare
Technologies, LLC***
*1000 Business Center Drive
Lake Mary, FL 32746*

WHEREAS, Pasco County, FL, by and through its Board of County Commissioners ("**Customer**"), and CentralSquare Technologies, LLC ("**CentralSquare**"), through its predecessors in interest, entered into a Service Agreement ("**Customer Agreement**") effective February 17, 1998; and

WHEREAS, the Customer entered into an Interlocal Agreement with other Pasco County governments for a Pasco County Consolidated Communications Center, effective March 5, 2013; and

WHEREAS, the City of Zephyrhills ("**Accessing Entity**") joined the said Interlocal Agreement via an addendum, effective March 21, 2023; and

WHEREAS, the Accessing Entity entered into a Solutions Agreement with CentralSquare, ("**Accessing Entity-CentralSquare Agreement**"); and

WHEREAS, the Accessing Entity has requested, and Customer has agreed, that the Accessing Entity should be permitted to access Customer's systems to further the goals of the Interlocal Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Customer and CentralSquare grant Accessing Entity permission to allow access to the Customer's Computer Aided Dispatch system ("**Accessed System**") under the terms of this Access Agreement. Customer grants Accessing Entity the right to utilize the Accessed System in order to exchange public safety data (which includes but is not limited to CAD data and other law enforcement agency data) between Customer and Accessing Entity, subject to the terms herein.

2. CentralSquare and Customer shall each have the right to terminate this Access Agreement, and accordingly, Accessing Entity's access to the Accessed System, at CentralSquare's or Customer's discretion.

3. This Access Agreement shall automatically terminate if the Accessing Entity's participation in the Interlocal Agreement is terminated. In the event that this Access Agreement should be terminated, CentralSquare shall be under no obligation to the Accessing Entity to permit continued access to the Accessed System.

4. Customer understands that Accessing Entity will not be granted access to the Accessed System unless Accessing Entity has executed this Access Agreement.

5. Subject to compliance with applicable laws, Customer and Accessing Entity agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of its own data and no ownership rights shall transfer by the use or contribution of said data. Accessing Entity further agrees to give the treat any Customer data retrieved under the Access Agreement the same way the Accessing Entity would treat its own data under the Accessing Entity-CentralSquare Agreement, including with regard to any cybersecurity provisions and/or public records exemptions.

6. Accessing Entity shall indemnify, defend and hold harmless CentralSquare, Customer and their respective officers, directors, employees, agents, successors, and assigns, from and against any and all losses incurred by either CentralSquare or Customer that arise out of or result from, or are alleged to arise out of or result from, the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Entity, any authorized user, or any third party on behalf of Accessing Entity or any authorized user, in connection with this Access Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes

7. This Access Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of law provisions thereof. If any provision of this Access Agreement is held to be illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect. Any disputes under the terms of this Access Agreement shall be filed at the West Pasco Judicial Center in New Port Richey, Florida, for state cases; or the Middle District of Florida, Tampa Division, for federal cases.

8. Accessing Entity and CentralSquare shall not assign their respective obligations under this Access Agreement without the prior consent of the other parties.

9. If the Accessing Agency has any third-party software application (such as RMS that requires an interface not currently part of the Accessed System to exchange information with the Accessed System, the cost to purchase, develop, and/or implement any such software interface shall be the responsibility of the Accessing Agency.

10. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

Pasco County Board of County Commissioners

CentralSquare Technologies, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

ATTEST

BY: _____

Nikki Alvarez-Sowles, Esq.
Clerk & Comptroller

City of Zephyrhills

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

CONSENT ITEMS 1.5

Resolution No. 812-23 for Enforcement of Pasco County Code Chapter 14: Animals with Pasco County Animal Services Department

RESOLUTION NO. 812-23 - A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, REQUESTING THE ENFORCEMENT OF PASCO COUNTY CODE CHAPTER 14 ANIMALS BY PASCO COUNTY ANIMAL SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

Issue:

Pasco County is renewing the Interlocal Agreement for animal control enforcement and services with all its municipalities. The last interlocal agreement was executed in 1996.

Background:

Per the agreement, the Pasco County Animal Services Department will enforce Pasco County Code Chapter 14: Animals within the Zephyrhills municipal boundaries. The City will be charged annually using a formula based on the net operating cost per capita of providing services to the residents of unincorporated Pasco County and those municipalities also served by the Animal Services Department.

If City Council approves the interlocal agreement and accompanying resolution, it will be presented to the Pasco County Board of County Commissioners for final approval.

Attachment(s):

1. Resolution 812-23 - Pasco County Animal Control Enforcement
2. Animal Control Interlocal Agreement (1)

Fiscal Impact:

Funding for animal control is provided within the Police Department's budget. Billing for FY 2023 is \$147,574; the projected billing for FY 2024 is \$152,563 (this includes a projected increase of 3% in population and budget).

Staff Recommendation:

Staff recommends approval of Agreement No. 41-23-08 and Resolution No. 812-23 for entering into an interlocal agreement with Pasco County for the provision of animal control services.

RESOLUTION NO. 812-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, REQUESTING THE ENFORCEMENT OF PASCO COUNTY CODE CHAPTER 14 ANIMALS BY PASCO COUNTY ANIMAL SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Zephyrhills (City) desires to have the Pasco County Animal Services Department enforce Pasco County Code Chapter 14 Animals within the (City) municipal boundaries; and

WHEREAS, enforcement of Pasco County Code Chapter 14 Animals by County Animal Services Department will benefit the health, safety and welfare of the citizens of the (City); and

WHEREAS, pursuant to Pasco County Code Section 1-5, the (City) must pass a resolution requesting Pasco County's services for enforcement of County Code Chapter 14 Animals.

NOW, THEREFORE, be it resolved by the City Council of the City of Zephyrhills Florida:

1. The Whereas clauses are incorporated into this Resolution and made part of by reference.
2. City Council hereby requests the enforcement of the Pasco County Chapter 14 Animals within the municipal limits of the (City) by the Pasco County Animal Services Department.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its approval by the City Council and signing by the Mayor of the City of Zephyrhills, Florida.

The foregoing Resolution No. 812-23 was introduced, passed, and adopted in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of March, 2023.

CITY OF ZEPHYRHILLS

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

Gene Whitfield, Mayor

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

By: _____
Matthew E. Maggard, City Attorney

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY
AND THE CITY OF ZEPHYRHILLS, FL FOR ENFORCEMENT
OF
COUNTY CODE CHAPTER 14: ANIMALS

This Agreement is made and entered into by and between Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners, (hereinafter "County"), and the City of Zephyrhills, a municipality incorporated in the State of Florida, (hereinafter "City").

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 1, Section 1-5 of the Pasco County Code, Pasco County Code Chapter 14 "Animals" applies to both the incorporated and unincorporated areas of Pasco County; and

WHEREAS, the City has no municipal ordinance which is in conflict with Chapter 14 of the Pasco County Code of Ordinances; and

WHEREAS, the County may enforce its code provisions within the boundaries of a municipality provided that the municipality passes a resolution requesting such action; and

WHEREAS, the City has requested enforcement by the County of Pasco County Code Chapter 14 "Animals" (Chapter 14 "Animals") within its boundaries; and

WHEREAS, County operates an Animal Services Department and has the capability to provide such a service to the City; and

WHEREAS, enforcement of Chapter 14 "Animals" within the City would benefit the health, safety and welfare of the citizens of the City and the County; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement pursuant to Chapter 163, Florida Statutes to make the most efficient use of their powers.

NOW, THEREFORE, in consideration of the terms and mutual covenants herein, and for other good and valuable consideration, the parties hereto do mutually agree as follows:

1. The WHEREAS clauses above are incorporated by reference and made part of this Agreement
2. The County shall enforce Chapter 14 "Animals" within the municipal boundaries of the City; County shall prosecute violations of Chapter 14 "Animals"; County

shall utilize its own staff, equipment and other resources in performing the services herein; County shall provide these Services enumerated in this Section 2 in substantially the same manner they are provided to citizens of unincorporated Pasco County and other municipalities which the County provides this service through the normal course of business (collectively "Services").

3. The City shall pay the COUNTY for SERVICES through an annual charge to the CITY. The charge shall be based on the net operating cost per capita of providing services to the residents of unincorporated Pasco County and those municipalities also served by the Animal Services Department. The following calculation shall be used to determine the per capita cost $((\text{City Population}) / (\text{Total Pasco Population} - \text{Cities Not Served})) \times ((\text{Budgeted Expenditures} + \text{Amortization Costs}) - (\text{Prior Year Revenues} - \text{Prior Year Revenue Received from Cities for this Service}))$.

The city population shall be taken from the most recent edition of the Local Government Financial Information Handbook produced by the Florida Legislature's Office of Economic and Demographic Research.

Annually, the County will calculate, adjust if appropriate, and disclose to the City, on or before May 15th of each year this Agreement is in effect, the annual charge that will be billed for Services for the upcoming fiscal year. This annual charge may be adjusted for changes in annual cost for operations and maintenance requirements. The annual charges will be invoiced to City by County by the last day of the first quarter of each succeeding fiscal year, to the correspondence address stated herein, and payment shall be due to the County within thirty (30) days of notice. Payments shall be made to the address as specified on the invoice and can be prorated if necessary.

Any fines, fees or settlements collected by the County as a result of performing the agreed upon Services shall remain the property of the County.

4. The term of this Agreement shall be from the initial effective date until October 1, and automatically renew for one (1) year periods thereafter, unless terminated as provided herein.

5. Termination may be by either party through a resolution by its governing body terminating this Agreement, in accordance with Pasco County Code Chapter 1, Section 1-5, as amended, received at least thirty (30) days prior to any renewal, and may be subject to legal fees.

6. Correspondence regarding this Agreement shall be in writing and delivered

via U.S. Mail to:

Pasco County Animal Services
c/o Animal Services Director
19640 Dogpatch Lane
Land O'Lakes, FL
34638

City of Zephyrhills
c/o: City Manager
5335 8th Street
Zephyrhills, FL 33542

Respective parties shall be on notice of any correspondence when such correspondence is postmarked by U.S. mail.

7. This Agreement shall be governed by the laws of Florida and nothing herein shall be construed to waive the sovereign immunity of either party as granted by law.

8. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies any and all prior agreements or understandings, whether oral or written; no modifications, addendums or amendments of any kind whatsoever may be made to this Agreement unless both parties' consent in writing.

9. No assignment, delegation or transfer of this Agreement shall be made unless both parties consent in writing.

10. Both parties hereto agree that if any term or covenant is held to be illegal or unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part shall be severable, with the remainder of this Agreement remaining valid and enforceable.

11. The initial effective date of this Agreement shall be when all parties hereto have signed, the Agreement is recorded with the Clerk of Court in accordance with Section 163.01 (11), Florida Statutes, and when the City has made legally effective the repeal of any municipal ordinances inconsistent with Chapter 14 "Animals", to the extent of any inconsistencies. City shall record this Agreement at its cost within ten (10) days of complete execution of the Agreement.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the 13th day of March, 2023:

ATTEST

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Lori L. Hillman, City Clerk, MMC

BY: _____
Jodi Wilkeson, Council President

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

BY: _____
NIKKI ALVAREZ-SOWLES, ESQ.,
CLERK & COMPTROLLER

BY: _____
JACK MARIANO, CHAIRMAN

ANIMAL CONTROL CITY SERVICES

- Enforcement of Chapter 14 of County Code of Ordinances.
- Enforcement of State Statutes involving dogs and cats.
- Conduct cruelty to animal investigations.
- Limited emergency services available 24/7.
- Assists Law Enforcement Officer (LEO's) with drug and vice raids where dogs pose a health and safety threat to the Officers.
- Assists LEO's with traffic accidents when animals are inside vehicles.
- Assists LEO's with suicides and homicides when animals are protecting the decedent's bodies.
- Assists LEO's when animals are involved with legal eviction processes.
- Assists the Fire Departments when structure fires result in the injury or death of domestic pets.
- Issuance of written warnings to violators.
- Issuance of citation to violators.
- Contract includes costs of prosecution of civil citations. (Less filing fees mandated by State.)
- Handle animal bite investigations.
- Quarantine dogs and cats that have bitten citizens.
- Prepare and submit specimens for rabies testing to the State Lab when needed.
- Provide for the sheltering of confined stray dogs reported by the public.
- Provides temporary shelter for animals whose owners are involved in domestic violence situations.
- Operation of an Animal Adoption Center.
- Provide surgical sterilization, microchipping and additional medical care for animals chosen for adoption.
- Provide limited professional veterinary care to impounded animals that may be sick or injured.
- Provide scanning and investigation of microchips found in impounded animals in attempt to locate owners.
- Investigation of animal nuisance reports.
- Captures and impounds animals found in violation of leash laws.
- Set humane traps for evasive dogs.
- Provides for in-field pickup of owner relinquished dogs per current applicable policies and service fees.
- Removal of domestic pet-type carcasses from roadways.
- Provides and notarizes affidavits for witnesses.
- Euthanasia of animals not suited for adoption or rescue.
- Disposal of remains of euthanized animals.
- Operates ESF 17 during Emergency Activations.
- Provides customer service and call management system for citizen animal assistance, reporting or complaints.
- Coordinates local participation in the Oral Rabies Vaccine Program and distributes bait inside city limits as authorized by the State.
- Allows city citizen participation in the Spay Neuter in Pasco (SNIP) pet sterilization programs.
- Maintains a shelter data management system or animal record management.
- Maintains a pet licensing program for effective rabies control and pet identification.
- Maintains website for animal related information and lost pet identification.

ANIMAL SERVICES DEPARTMENT AFTER HOURS CALL OUT

Animal Control Officers should only be contacted after hours for the following
EMERGENCIES:

1. Animals that have bitten someone and are still at large.
2. Unconfined, aggressive animals that are posing an immediate threat to public health and safety.
3. Badly injured, stray domestic animals, i.e., those in imminent danger of dying. (Emergency care, of injured animals that have owners, is the responsibility of the owner.)

Contact Animal Services for calls regarding wildlife **only** if there is a bite involved.

Contact the **Florida Wildlife Conservation Commission** for complaints regarding nuisance or injured wildlife @ **(863) 648 3205**

Contact the Pasco County Sheriff's Agricultural Division for complaints regarding livestock:

NPR (727) 847-5878
LOL (813) 949-3502
DC (352) 521-5100

Calls of non-emergency nature such as nuisance, barking, running at large, strays at large, confined strays, etc. should be referred to Animal Services during normal working hours.

PASCO COUNTY ANIMAL SERVICES

WEST (727) 834-3216
CENTRAL (813) 929-1212
EAST (352) 521-5194

CONSENT ITEMS 1.6

Interlocal Agreement No. 41-23-08 with Pasco County for Enforcement of Pasco County Code Chapter 14: Animals

Issue:

Pasco County is renewing the Interlocal Agreement for animal control enforcement and services with all its municipalities. The last interlocal agreement was executed in 1996.

Background:

Per the agreement, the Pasco County Animal Services Department will enforce Pasco County Code Chapter 14: Animals within the Zephyrhills municipal boundaries. The City will be charged annually using a formula based on the net operating cost per capita of providing services to the residents of unincorporated Pasco County and those municipalities also served by the Animal Services Department.

If City Council approves the interlocal agreement and accompanying resolution, it will be presented to the Pasco County Board of County Commissioners for final approval.

Attachment(s):

1. Animal Control Interlocal Agreement (1)
2. Resolution 812-23 - Pasco County Animal Control Enforcement

Fiscal Impact:

Funding for animal control is provided within the Police Department's budget. Billing for FY 2023 is \$147,574; the projected billing for FY 2024 is \$152,563 (this includes a projected increase of 3% in population and budget).

Staff Recommendation:

Staff recommends approval of Agreement No. 41-23-08 and Resolution No. 812-23 for entering into an interlocal agreement with Pasco County for the provision of animal control services.

INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY
AND THE CITY OF ZEPHYRHILLS, FL FOR ENFORCEMENT
OF
COUNTY CODE CHAPTER 14: ANIMALS

This Agreement is made and entered into by and between Pasco County, a political subdivision of the state of Florida, by and through its Board of County Commissioners, (hereinafter "County"), and the City of Zephyrhills, a municipality incorporated in the State of Florida, (hereinafter "City").

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 1, Section 1-5 of the Pasco County Code, Pasco County Code Chapter 14 "Animals" applies to both the incorporated and unincorporated areas of Pasco County; and

WHEREAS, the City has no municipal ordinance which is in conflict with Chapter 14 of the Pasco County Code of Ordinances; and

WHEREAS, the County may enforce its code provisions within the boundaries of a municipality provided that the municipality passes a resolution requesting such action; and

WHEREAS, the City has requested enforcement by the County of Pasco County Code Chapter 14 "Animals" (Chapter 14 "Animals") within its boundaries; and

WHEREAS, County operates an Animal Services Department and has the capability to provide such a service to the City; and

WHEREAS, enforcement of Chapter 14 "Animals" within the City would benefit the health, safety and welfare of the citizens of the City and the County; and

WHEREAS, the City and County desire to enter into an Interlocal Agreement pursuant to Chapter 163, Florida Statutes to make the most efficient use of their powers.

NOW, THEREFORE, in consideration of the terms and mutual covenants herein, and for other good and valuable consideration, the parties hereto do mutually agree as follows:

1. The WHEREAS clauses above are incorporated by reference and made part of this Agreement
2. The County shall enforce Chapter 14 "Animals" within the municipal boundaries of the City; County shall prosecute violations of Chapter 14 "Animals"; County

shall utilize its own staff, equipment and other resources in performing the services herein; County shall provide these Services enumerated in this Section 2 in substantially the same manner they are provided to citizens of unincorporated Pasco County and other municipalities which the County provides this service through the normal course of business (collectively "Services").

3. The City shall pay the COUNTY for SERVICES through an annual charge to the CITY. The charge shall be based on the net operating cost per capita of providing services to the residents of unincorporated Pasco County and those municipalities also served by the Animal Services Department. The following calculation shall be used to determine the per capita cost $((\text{City Population}) / (\text{Total Pasco Population} - \text{Cities Not Served})) \times ((\text{Budgeted Expenditures} + \text{Amortization Costs}) - (\text{Prior Year Revenues} - \text{Prior Year Revenue Received from Cities for this Service}))$.

The city population shall be taken from the most recent edition of the Local Government Financial Information Handbook produced by the Florida Legislature's Office of Economic and Demographic Research.

Annually, the County will calculate, adjust if appropriate, and disclose to the City, on or before May 15th of each year this Agreement is in effect, the annual charge that will be billed for Services for the upcoming fiscal year. This annual charge may be adjusted for changes in annual cost for operations and maintenance requirements. The annual charges will be invoiced to City by County by the last day of the first quarter of each succeeding fiscal year, to the correspondence address stated herein, and payment shall be due to the County within thirty (30) days of notice. Payments shall be made to the address as specified on the invoice and can be prorated if necessary.

Any fines, fees or settlements collected by the County as a result of performing the agreed upon Services shall remain the property of the County.

4. The term of this Agreement shall be from the initial effective date until October 1, and automatically renew for one (1) year periods thereafter, unless terminated as provided herein.

5. Termination may be by either party through a resolution by its governing body terminating this Agreement, in accordance with Pasco County Code Chapter 1, Section 1-5, as amended, received at least thirty (30) days prior to any renewal, and may be subject to legal fees.

6. Correspondence regarding this Agreement shall be in writing and delivered

via U.S. Mail to:

Pasco County Animal Services
c/o Animal Services Director
19640 Dogpatch Lane
Land O'Lakes, FL
34638

City of Zephyrhills
c/o: City Manager
5335 8th Street
Zephyrhills, FL 33542

Respective parties shall be on notice of any correspondence when such correspondence is postmarked by U.S. mail.

7. This Agreement shall be governed by the laws of Florida and nothing herein shall be construed to waive the sovereign immunity of either party as granted by law.

8. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies any and all prior agreements or understandings, whether oral or written; no modifications, addendums or amendments of any kind whatsoever may be made to this Agreement unless both parties' consent in writing.

9. No assignment, delegation or transfer of this Agreement shall be made unless both parties consent in writing.

10. Both parties hereto agree that if any term or covenant is held to be illegal or unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part shall be severable, with the remainder of this Agreement remaining valid and enforceable.

11. The initial effective date of this Agreement shall be when all parties hereto have signed, the Agreement is recorded with the Clerk of Court in accordance with Section 163.01 (11), Florida Statutes, and when the City has made legally effective the repeal of any municipal ordinances inconsistent with Chapter 14 "Animals", to the extent of any inconsistencies. City shall record this Agreement at its cost within ten (10) days of complete execution of the Agreement.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the 13th day of March, 2023:

ATTEST

CITY OF ZEPHYRHILLS, FLORIDA

BY: _____
Lori L. Hillman, City Clerk, MMC

BY: _____
Jodi Wilkeson, Council President

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

BY: _____
NIKKI ALVAREZ-SOWLES, ESQ.,
CLERK & COMPTROLLER

BY: _____
JACK MARIANO, CHAIRMAN

ANIMAL CONTROL CITY SERVICES

- Enforcement of Chapter 14 of County Code of Ordinances.
- Enforcement of State Statutes involving dogs and cats.
- Conduct cruelty to animal investigations.
- Limited emergency services available 24/7.
- Assists Law Enforcement Officer (LEO's) with drug and vice raids where dogs pose a health and safety threat to the Officers.
- Assists LEO's with traffic accidents when animals are inside vehicles.
- Assists LEO's with suicides and homicides when animals are protecting the decedent's bodies.
- Assists LEO's when animals are involved with legal eviction processes.
- Assists the Fire Departments when structure fires result in the injury or death of domestic pets.
- Issuance of written warnings to violators.
- Issuance of citation to violators.
- Contract includes costs of prosecution of civil citations. (Less filing fees mandated by State.)
- Handle animal bite investigations.
- Quarantine dogs and cats that have bitten citizens.
- Prepare and submit specimens for rabies testing to the State Lab when needed.
- Provide for the sheltering of confined stray dogs reported by the public.
- Provides temporary shelter for animals whose owners are involved in domestic violence situations.
- Operation of an Animal Adoption Center.
- Provide surgical sterilization, microchipping and additional medical care for animals chosen for adoption.
- Provide limited professional veterinary care to impounded animals that may be sick or injured.
- Provide scanning and investigation of microchips found in impounded animals in attempt to locate owners.
- Investigation of animal nuisance reports.
- Captures and impounds animals found in violation of leash laws.
- Set humane traps for evasive dogs.
- Provides for in-field pickup of owner relinquished dogs per current applicable policies and service fees.
- Removal of domestic pet-type carcasses from roadways.
- Provides and notarizes affidavits for witnesses.
- Euthanasia of animals not suited for adoption or rescue.
- Disposal of remains of euthanized animals.
- Operates ESF 17 during Emergency Activations.
- Provides customer service and call management system for citizen animal assistance, reporting or complaints.
- Coordinates local participation in the Oral Rabies Vaccine Program and distributes bait inside city limits as authorized by the State.
- Allows city citizen participation in the Spay Neuter in Pasco (SNIP) pet sterilization programs.
- Maintains a shelter data management system or animal record management.
- Maintains a pet licensing program for effective rabies control and pet identification.
- Maintains website for animal related information and lost pet identification.

ANIMAL SERVICES DEPARTMENT AFTER HOURS CALL OUT

Animal Control Officers should only be contacted after hours for the following
EMERGENCIES:

1. Animals that have bitten someone and are still at large.
2. Unconfined, aggressive animals that are posing an immediate threat to public health and safety.
3. Badly injured, stray domestic animals, i.e., those in imminent danger of dying. (Emergency care, of injured animals that have owners, is the responsibility of the owner.)

Contact Animal Services for calls regarding wildlife **only** if there is a bite involved.

Contact the **Florida Wildlife Conservation Commission** for complaints regarding nuisance or injured wildlife @ **(863) 648 3205**

Contact the Pasco County Sheriff's Agricultural Division for complaints regarding livestock:

NPR (727) 847-5878
LOL (813) 949-3502
DC (352) 521-5100

Calls of non-emergency nature such as nuisance, barking, running at large, strays at large, confined strays, etc. should be referred to Animal Services during normal working hours.

PASCO COUNTY ANIMAL SERVICES

WEST (727) 834-3216
CENTRAL (813) 929-1212
EAST (352) 521-5194

RESOLUTION NO. 812-23

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, REQUESTING THE ENFORCEMENT OF PASCO COUNTY CODE CHAPTER 14 ANIMALS BY PASCO COUNTY ANIMAL SERVICES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Zephyrhills (City) desires to have the Pasco County Animal Services Department enforce Pasco County Code Chapter 14 Animals within the (City) municipal boundaries; and

WHEREAS, enforcement of Pasco County Code Chapter 14 Animals by County Animal Services Department will benefit the health, safety and welfare of the citizens of the (City); and

WHEREAS, pursuant to Pasco County Code Section 1-5, the (City) must pass a resolution requesting Pasco County's services for enforcement of County Code Chapter 14 Animals.

NOW, THEREFORE, be it resolved by the City Council of the City of Zephyrhills Florida:

1. The Whereas clauses are incorporated into this Resolution and made part of by reference.
2. City Council hereby requests the enforcement of the Pasco County Chapter 14 Animals within the municipal limits of the (City) by the Pasco County Animal Services Department.

EFFECTIVE DATE. This Resolution shall take effect immediately upon its approval by the City Council and signing by the Mayor of the City of Zephyrhills, Florida.

The foregoing Resolution No. 812-23 was introduced, passed, and adopted in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of March, 2023.

CITY OF ZEPHYRHILLS

Attest: _____
Lori L. Hillman, City Clerk

Jodi Wilkeson, Council President

Gene Whitfield, Mayor

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

By: _____
Matthew E. Maggard, City Attorney

CONSENT ITEMS 1.7

BGE Task Order 100-23 - Sidewalk & Trails Project - Bidding and Construction Phase Services
(Sidewalks in the City of Zephyrhills CRA District)

Issue:

The City requested BGE, Inc. to provide professional consulting services for bidding and construction phase services for the proposed sidewalk development which BGE, Inc prepared the construction documents.

Background:

The City of Zephyrhills contracted with BGE, Inc to prepare construction documents for sidewalks with a priority set for the area surrounding the schools within the CRA District. The project is ready to go out for bidding. This scope of services from BGE, Inc will provide bidding and construction phase services for the sidewalk project. At a cost of \$130,000

Attachment(s):

1. 2023-0301_ZephyrhillsSidewalksTrailsBid_TO-10023
2. 2023-0301_ZephyrhillsSidewalksTrailsBid_TO-10023

Fiscal Impact:

Funding for this project is included in the FY 2022/2023 approved Budget.

Staff Recommendation:

Staff recommends approval.



Delivered via email to wpoe@ci_zephyrhills.fl.us

January 18, 2023

Rev. March 1, 2023

City of Zephyrhills
Attn: Mr. William Poe, City Manager
5335 8th Street
Zephyrhills, FL 33542

**RE: Task Order 100-23, Sidewalk & Trails Project Bidding and Construction Phase Services
sidewalks in the City of Zephyrhills CRA District, Florida**

Dear Mr. Poe:

In accordance with our Professional Services Contract executed on February 13, 2023, we have prepared a scope and fee for task order authorization to provide the following services.

As requested, BGE, Inc. (BGE), Vendor No. 2960, is pleased to provide this proposal for the subject project.

1.0. OVERVIEW

1.1. The City of Zephyrhills (Client) desires to retain BGE, Inc. (BGE) to provide professional consulting services associated with the proposed sidewalk development located in the City of Zephyrhills' CRA District. Currently, the city-maintained right-of-way is without sidewalks. This proposal includes bidding and construction phase services for the proposed sidewalk plans previously provided for the Client.

1.2. The Agencies Having Jurisdiction (AHJ) are:

- City of Zephyrhills (City)

1.3. The project includes construction services for the following Sidewalk and Trails projects:

- West Elementary School
- Raymond B Stewart Middle School
- 16th Street
- Woodland Elementary School

2.0. SCOPE OF SERVICES

2.1 Bidding Services

BGE will prepare an itemized quantity list of the proposed construction improvements based on the approved plans for each proposed project listed above. BGE will review contractor

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bids/pricing for the projects and address contractor RFI's for bidding purposes. This service does not include the preparation of any other Bid Documents.

This task includes one (1) meeting with contractors and City staff to discuss bidding quantities and address any questions about the plans.

2.2 Engineering Construction Phase / Certification Services

BGE will provide the following Construction Phase Services for the project based on an estimated site-related construction time frame of twelve (12) months per phase.

2.2.1 Pre-Construction Meetings/field coordination

BGE will attend pre-construction meetings, field coordination meetings for design and RFI coordination, a punch list meeting, and a final walk-through meeting with the selected Contractor. This task assumes a total of 120 hours. Additional meetings will be charged under Task (2.3) Miscellaneous Services, as directed and with written approval by the Client prior to attendance.

2.2.2 Construction Observations

BGE will provide observations of the ongoing construction, including site grading, sidewalk layout, driveway coordination, striping and signage, required to be able to deem the site work substantially complete in accordance with the approved construction plans. This task assumes a total of 720 hours, roughly sixty (60) hours a month or ten (10) days at six (6) hours a day. Additional meetings will be charged under Task (2.3) Miscellaneous Services, as directed and with written approval by the Client prior to attendance.

2.2.3 As-Built Survey Review

BGE will review the final as-built survey of the proposed sidewalks in relation to the approved city plans. The Client's contractor and the construction surveyor will provide the final as-built survey.

2.2.4 Shop Drawing Review

BGE will review shop drawings prepared by the selected contractor. This service assumes only one (1) review after comments are made during the original review. If substantial revisions are still required after the review of the changes, additional services will be charged under Task (2.3) Miscellaneous Services.

2.3 Miscellaneous Services

Miscellaneous service items may be performed under this task as requested by the Client. Items may include meetings with the Client beyond the scope outlined above, the County staff, as well as other additional meetings or tasks requested by the Client. Approval by the Client in writing will be required prior to utilizing this task for services.

2.4 Reimbursable Expenses

Reimbursable costs include out-of-pocket expenses, the cost of which shall be charged at actual

costs plus an administrative charge of 10% and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, postage, advertising fees, courier, printing, and reproduction costs.

3.0 GENERAL CONDITIONS AND UNDERSTANDINGS

3.1. The following will be provided by the Client:

- 3.1.1** Boundary/topographic/tree survey including floodplain line in CAD.
- 3.1.2** Application review fees, if needed.
- 3.1.3** Client's consultants to provide survey, geotechnical, landscape architecture, and legal services as needed for the project.

3.4 **PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

4.0 EXCLUDED SERVICES

The professional services BGE will provide include, and are limited to, those described under Scope of Services, Section 2.0. All other services are specifically excluded. Specifically excluded items include:

- Electrical / Mechanical / Structural / Plumbing / Architectural / Archeological services
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- Public meetings and/or presentations other than what is listed within the scope above.
- Preparation of graphics or renderings for public meetings or marketing purposes.
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- NPDES permitting / SWPPP preparation / LEED support services / FGBC support services / CPTED review and principles
- Environmental / Geotechnical Services
- Tree Protection Plan/permit, general tree surveys, grand or specimen tree surveys, arborist-related services
- Construction administration / observation services for landscape site amenities.

5.0 FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Bidding Services	Hourly NTE	\$8,000
2.2.1	Pre-Construction Meetings/field coordination	Hourly NTE	\$20,400
2.2.2	Construction Observations	Hourly NTE	\$93,600
2.2.3	As-Built Survey Review	Hourly NTE	\$4,000
2.2.4	Shop Drawing Review	Hourly NTE	\$2,000
2.3	Miscellaneous Services	As needed	TBD
2.4	Reimbursable Expenses	As incurred NTE	\$2,000
	Total:		\$130,000

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the Standard Terms and Conditions within the Professional Services Contract. Hourly fees for labor will be billed on an hourly basis per our current standard rates.

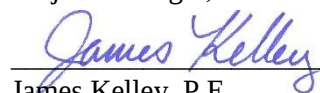
If this outlined task order meets your acceptance, please approve by signing below and returning a copy for our files. We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

BGE, Inc.



Alexander Hulbert
Project Manager, Land/Site – Tampa



James Kelley, P.E.
Director, Land/Site - Tampa

3/1/2023

Date

ACCEPTED
City of Zephyrhills

Signature/Title

Printed Name and Title

Date

Enclosures: BGE Hourly Rate Table



BGE Southeast Hourly Rate Schedule (Through December 31, 2023)

<u>Staff Level</u>	<u>Hourly Billing Rate</u>
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Vice President/Principal	\$280 - \$325
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Delivered via email to wpoe@ci_zephyrhills.fl.us

January 18, 2023

Rev. March 1, 2023

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Attn: Mr. William Poe, City Manager
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Zephyrhills, FL 33542

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2.4	Reimbursable Expenses	As incurred NTE	\$2,000
	Total:		\$130,000

This proposal is valid for 60 days from the date of this letter. The performance of the work associated with this project will be in accordance with the Standard Terms and Conditions within the Professional Services Contract. Hourly fees for labor will be billed on an hourly basis per our current standard rates.

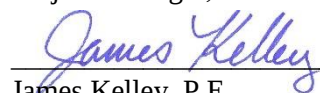
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Sincerely,

BGE, Inc.



Alexander Hulbert
Project Manager, Land/Site – Tampa



James Kelley, P.E.
Director, Land/Site - Tampa

3/1/2023

Date

ACCEPTED
City of Zephyrhills

Signature/Title

Printed Name and Title

Date

Enclosures: BGE Hourly Rate Table



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Vice President/Principal	\$280 - \$325
Administrative Support	\$80 - \$90

BUSINESS ITEMS/PUBLIC HEARING 2.1

Trump Place Boat & RV - Conditional Use for Recreational Vehicle Storage

First Reading **RESOLUTION NO. 811-23 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS; APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT ON PARCEL 19-26-22-0010-00000-0090; 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 811-23 on the First Reading

Issue:

Resolution to approve Conditional Use for Recreational Vehicle Storage in LI Zoning

Background:

Resolution to approve a conditional use for Recreational Vehicle Storage on approximately 2.57 acres of real property generally located on the east side of Trump Place, north of Correia Drive in the Park Place Industrial Park. The applicants (RCE Investment Group, LLC) are proposing open recreational vehicle storage with a minimum of 8,700 square feet of covered storage space. The Land Development Code requires that recreational vehicle storage uses in LI zoning be considered as a conditional use.

Attachment(s):

1. Resolution 811-23 Trump Place Boat & RV - Conditional Use for Recreational Vehicle Storage
2. Staff Report_RCE(2) (2) (1)
3. RCE Location map
4. Trump Place Concept H - No Map Rev (1) (1)

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval.

RESOLUTION NO. 811-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS;
APPROVING A CONDITIONAL USE FOR A RECREATIONAL VEHICLE
STORAGE FACILITY IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT
ON PARCEL 19-26-22-0010-00000-0090; FINDING CONFORMITY WITH THE
COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, an application was filed by RCE Investment Group, LLC for a conditional use to establish a recreational vehicle storage facility to be located on 2.57 acres of real property generally located on the east side of Trump Place, north of Corriea Drive, in the Park Place Industrial Park, with the parcel ID No. 19-26-22-0010-00000-0090; and

WHEREAS, the subject property zoning is Light Industrial (LI); and

WHEREAS, the City of Zephyrhills Land Development Code, Table 2.02.01, allows for recreational vehicle storage to be considered as a Conditional Use in LI zoning districts; and

WHEREAS, the application for a conditional use for recreational vehicle storage has been found to be in compliance with the standards outlined in Part 11.10.00 of the City of Zephyrhills Land Development Code pertaining to Conditional Uses; 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 the manner specified in the written approval and conditions specified herein. 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 applicant and/or successor in interest shall be permitted to construct a recreational vehicle storage facility, subject to the following conditions:
 - a. The applicant and/or successor in interest shall construct a minimum of 8,700 square feet of covered structure/building on the subject property in conjunction with the use; and
 - b. The enclosure of the required covered structure and/or building shall not be deemed an expansion, alteration or change of this conditional use; and
 - c. An increase in size or footprint of the required covered structure and/or building shall not be deemed an expansion, alteration or change of this conditional use; and
 - d. The applicant and/or successor in interest shall obtain an approved site development plan and all necessary permits from the City of Zephyrhills or other jurisdictional entities, and shall pay all related impact fees; and
 - e. The applicant shall construct a recreational vehicle storage facility in accordance with the City of Zephyrhills Land Development Code, Building Code, and any applicable codes, ordinances and policies adopted by the City.

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

- Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.
- Section 2. The application to establish a recreational vehicle storage facility use on property having the parcel I.D. No. 19-26-22-0010-00000-0090 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



Staff Report

To: City Council
From: Audrey McGuire, AICP
Re: USE-0009-22_Trump Place Boat & RV Storage
Date: February 27, 2023

I. BACKGROUND INFORMATION

Request for conditional use submitted by RCE Investment Group, LLC for a recreational vehicle storage facility on approximately 2.57 acres of real property generally located on the east side of Trump Place, north of Correia Drive in the Park Place Industrial Park. The Land Development Code currently requires that recreational vehicle storage uses in LI zoning be considered as a conditional use.

The applicants have resubmitted with 8,700 square feet of structure proposed on the site and are asking City Council to reconsider the Conditional Use request.

SUBJECT PROPERTY – *See Attachment 1*

Location: 19-26-22-0010-00000-0090 2.57 acres MOL No address assigned

Applicant(s): RCE Investment Group, LLC (Trump Place Boat & RV Storage)
29619 Morningmist Drive
Wesley Chapel, FL 33543

II. DATA & ANALYSIS

STANDARDS OF A CONDITIONAL USE

Part 11.10.00 of the Land Development Code establishes standards which are required to be met in order for a Conditional Use to be granted. The standards are outlined below with a statement of compliance to the standards specific to this project.

1. **The proposed conditional use will not adversely affect or contribute to the deterioration or quality of life or property values in the immediate neighborhood.**
 - a. The project is located within the Park Place Industrial Park containing light industry and storage uses. The proposed use of Recreational Vehicle Storage will not negatively impact or contribute to deterioration of quality of life/property values within the industrial park or surrounding area as it is similar to other uses existing in the same area and is not generally a large producer of traffic, light, or odors which could impact other properties.

2. **The proposed conditional use is consistent with the character and existing land use patterns in the surrounding area.**
 - a. The project is consistent with the character and existing land use patterns in the surrounding area. It will be developed for Recreational Vehicle Storage with a minimum of 8,700 square feet (12 spaces) covered. Surrounding area properties include:
 - North: Zephyrhills Municipal Airport; vacant/undeveloped industrial lands
 - South: Light Industrial Uses consisting of storage, warehousing, light manufacturing
 - East: Vacant/undeveloped industrial and agricultural lands
 - West: Light industrial uses including recreational vehicle storage; Zephyrhills Municipal Airport
 - b. See Character Analysis below for additional information specific to Park Place Industrial Park.
3. **The proposed conditional use will not create or excessively increase traffic or parking congestion or otherwise affect public safety.**
 - a. Recreational Vehicle Storage facilities are low-traffic generators and will therefore not create or excessively increase traffic or parking congestion, or otherwise affect public safety. The subject property is located on a cul-de-sac and adequacy of access will be reviewed/approved at time of site development.
4. **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.**
 - a. The subject property has adequate access to Chancey Road via Trump Place.
 - b. The subject property is not located within a basin of special concern but is adjacent to a wetland area. The applicants are providing for floodplain mitigation and additional stormwater retention, as shown on the concept plan. The proposed project will be required to adhere to the standards of Part 4.01.00, LDC, *Protection of Environmentally Sensitive Lands*. Site development plans (including stormwater retention and drainage) shall be designed in accordance with the city's standards and SWFWMD/FDEP stormwater criteria; and permits obtained from SWFWMD and FDEP as applicable.
 - c. Adequate parking for recreational vehicle storage is designed. There are not established standards for off-street passenger vehicle parking for recreational vehicle storage areas.
5. **The site upon which the conditional use is to be located has or may have screening or buffering to prevent interference with the enjoyment of surrounding areas.**
 - a. The subject property will be fenced and will be required to meet minimum landscape screening/buffering requirements established by the LDC for the LI Zoning District (1 tree per 50 linear feet and a continuous shrub row).
6. **The proposed site meets the applicable requirements of the zoning district in which it is located.**
 - a. The subject property currently exceeds the minimum size/area requirements of the LI zoning district. The subject property is not considered to be a non-conforming lot and may be developed in accordance with LDC and building code standards. The proposed use of Recreational Vehicle Storage, if allowed by conditional use, will be developed in accordance with zoning district standards.
7. **Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.**
 - a. The subject property is currently vacant/undeveloped and there is no existing signage or lighting.

- b. Security lighting will be provided. All lighting will be reviewed at the time of site development plan review and shall not interfere with the approach zones of the nearby Zephyrhills Municipal Airport, or spill onto adjacent properties.
 - c. Signage will be reviewed for conformance with Article XIII of the LDC by the Building Department prior to permitting.
8. **The proposed conditional use will not adversely affect the health, safety or welfare of the surrounding community area.**
- a. Recreational vehicle storage is a land-intensive use. The applicants are proposing 8,700 square feet of open-sided, covered vehicle storage space. Impacts to public infrastructure, including utilities and sanitation, is anticipated to be minimal and will not interfere with or adversely affect public health, safety or welfare.

COMPATIBILITY ANALYSIS

The proposed use of Recreational Vehicle Storage is compatible with zoning district and surrounding area uses. Other uses in the area include recreational vehicle storage, warehousing, industrial flex space and light industrial uses. Recreational Vehicle Storage will not interfere with surrounding property uses or values.

CHARACTER ANALYSIS

The applicants are proposing approximately 7.8% of the subject property to be covered with 8,700 square feet of open-sided, covered metal structure. This is consistent with the character of the surrounding area which includes steel/metal buildings and open-sided metal structures. Percentage of lot covered by building/structure within the Park Place Industrial Park ranges from approximately 3.7% to 25.8% (with future planned phases).

CONSISTENCY ANALYSIS

The proposed use of Recreational Vehicle Storage is consistent with the Land Development Code and Comprehensive Plan.

1. Subsection 2.01.03.18 of the Land Development Code describes the LI Zoning district as being established to “identify areas of the city appropriate for the location of light manufacturing, materials processing, storage of bulk commodities, distribution facilities, and similar processes which usually require extensive site area to avoid adverse environmental risks to adjacent land and conflict with other urban activities...”
 - a. The proposed use of Recreational Vehicle Storage is a land-intensive use and is consistent with the definition of the LI Zoning District.
2. Table 2.02.01, *Allowable Uses in Zoning Districts* permits Recreational Vehicle Storage to be considered as a conditional use in the LI Zoning district.
 - a. The proposed use of Recreational Vehicle Storage meets the standards for issuance of a conditional use and, if approved, would be consistent with zoning district requirements to establish the use.
3. The Future Land Use Element of the City’s 2025 Comprehensive Plan identifies storage uses as a primary use under the IN (Industrial) land use category. It further goes on to describe the industrial land use and light industrial activities which “...range from ones that are very land intensive but require few public services or facilities, such as open storage and warehousing, to others that require less land but need a full range of public services and facilities, such as light manufacturing.” (Page LU-3).
 - a. The proposed use of Recreational Vehicle storage is consistent with the IN Future Land Use classification as it is a land-intensive activity requiring few public services/facilities and can be defined as storage use.

III. PRIOR ACTION

SITE PLAN REVIEW COMMITTEE

The Site Plan Review Committee recommended approval at its October 18, 2022 meeting.

PLANNING COMMISSION

The Planning Commission recommended approval at its November 15, 2022 meeting. No additional conditions were recommended.

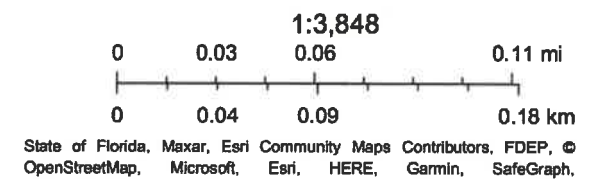
CITY COUNCIL

At the December 12, 2022 meeting, City Council heard the planning report and denied the application from moving forward on the basis that there were not any buildings/structures.

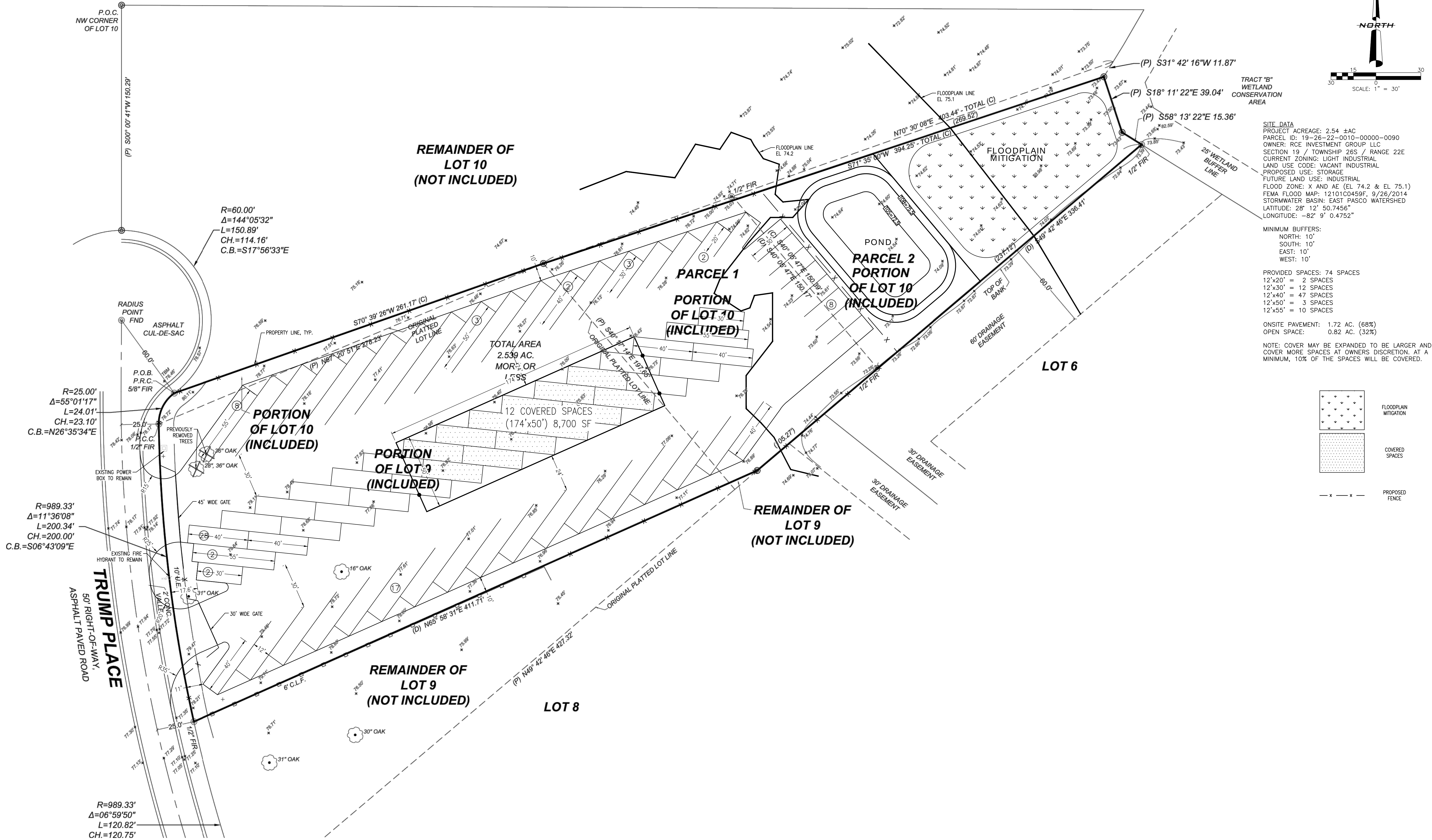
RCE Investment (Trump Place Boat & RV Storage)



12/1/2022



File: R:\Projects\Trump Place Storage_Zephyrhills\Plans\Trump Place BASC H; Plotted: 2/10/2023 1:48 PM by FLODELIZA DIMAKLING; Saved: 2/10/2023 1:38 PM by FLOR



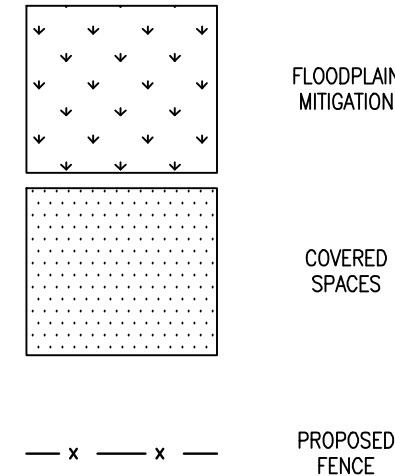
SITE DATA
PROJECT ACREAGE: 2.54 ±AC
PARCEL ID: 19-26-22-0010-00000-0090
OWNER: RCE INVESTMENT GROUP LLC
SECTION 19 / TOWNSHIP 26S / RANGE 22E
CURRENT ZONING: LIGHT INDUSTRIAL
LAND USE CODE: VACANT INDUSTRIAL
PROPOSED USE: STORAGE
FUTURE LAND USE: INDUSTRIAL
FLOOD ZONE: X AND AE (EL 74.2 & EL 75.1)
FEMA FLOOD MAP: 12101C0459F, 9/26/2014
STORMWATER BASIN: EAST PASCO WATERSHED
LATITUDE: 28° 12' 50.7456"
LONGITUDE: -82° 9' 0.4752"

MINIMUM BUFFERS:
NORTH: 10'
SOUTH: 10'
EAST: 10'
WEST: 10'

PROVIDED SPACES: 74 SPACES
12'x20' = 2 SPACES
12'x30' = 12 SPACES
12'x40' = 47 SPACES
12'x50' = 3 SPACES
12'x55' = 10 SPACES

ONSITE PAVEMENT: 1.72 AC. (68%)
OPEN SPACE: 0.82 AC. (32%)

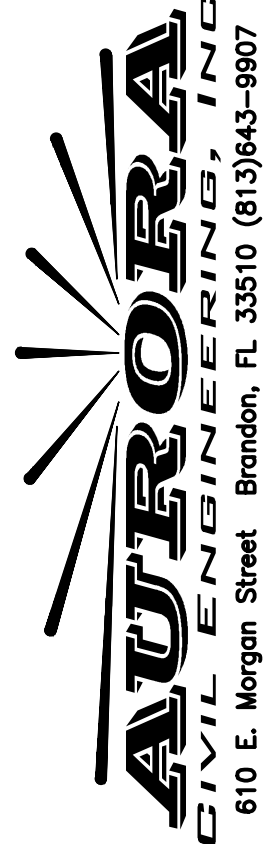
NOTE: COVER MAY BE EXPANDED TO BE LARGER AND COVER MORE SPACES AT OWNERS DISCRETION. AT A MINIMUM, 10% OF THE SPACES WILL BE COVERED.



REVISIONS	DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY
1	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
2	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
3	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
4	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
5	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
6	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
7	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
8	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
9	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING
10	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING	2/10/2023	FLORDELIZA DIMAKLING	FLORDELIZA DIMAKLING

SITE PLAN

TRUMP PLACE STORAGE



CITY ATTORNEY 4.1

Disposal of Pet Waste

First Reading **ORDINANCE NO. 1456-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.**

Issue:

Approval of Ordinance No. 1456-23 - Creating Section 93.03 of the City of Zephyrhills Code of Ordinances - Establishing requirements for the proper disposal of pet waste.

Background:

In September 2018, Pasco County renewed the Florida Department of Environmental Protection (FDEP)'s National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000032, Cycle 4 for the Pasco County Municipal Separate Storm Sewer System (MS4), of which the City is part of. As required in Part VIII.B of this permit, the City must comply with the adopted provisions of a Basin Management Action Plan (BMAP).

The FDEP has identified specific water bodies in the County as "impaired" because of excess nutrients or bacteria under the Florida Impaired Waters Rule (Chapter 62-303, Florida Administrative Code).

The FDEP has mandated total maximum daily loads for impaired water bodies and has adopted the Hillsborough River Basin Bacteria BMAP within the Tampa Bay watershed.

Implementation of a pet waste ordinance is an approved stormwater best management practice, a component of the BMAP's, and part of the strategies implemented in other jurisdictions to achieve the required pollutant load reductions to meet total maximum daily loads and reduce nutrient and bacteria loading to the springs, Gulf of Mexico, and Tampa Bay.

Attachment(s):

1. 1456-23 Pet Waste Ordinance

Fiscal Impact:

No funding is required for this action

Staff Recommendation:

For compliance of our NPDES permit, staff recommends a motion to approve Ordinance 1456-23 on the first reading and direct staff to advertise for the final reading.

ORDINANCE NO. 1456-23

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING A NEW SECTION TO CHAPTER 93 OF THE CITY OF ZEPHYRHILLS CODE OF ORDINANCES, SECTION 93.03 ESTABLISHING REQUIREMENTS FOR THE PROPER DISPOSAL OF PET WASTE; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Florida Constitution of 1968, and Chapter 166, Florida Statutes, the City of Zephyrhills has broad home rule powers to carry out city government, including the power to adopt ordinances to provide for the public health and safety; and

WHEREAS, the FDEP has mandated total maximum daily loads for “impaired” water bodies in Pasco County and has adopted Basin Management Action Plans (BMAP), within the Springs Coast and Tampa Bay watersheds; and

WHEREAS, this ordinance is part of the strategies implemented by the City of Zephyrhills to achieve the required pollutant load reductions to meet these total maximum daily loads and reduce nutrient and bacteria loading into surface waters, springs, the Gulf of Mexico, and Tampa Bay; and

WHEREAS, implementation of a pet waste ordinance is an approved stormwater best management practice component of the BMAP and a requirement of Pasco County’s Municipal Separate Storm Sewer System Permit; and

WHEREAS, pet waste contains nutrients that can promote the growth of algae in stormwater and drainage conveyances and natural water bodies; and

WHEREAS, pet waste contains bacteria and parasites that can make surface waters unsafe for fishing, wading and swimming; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing

WHEREAS, the City Council has conducted duly noticed public hearings as required by law, at which hearings all parties in interest and citizens were afforded notice and the opportunity to be heard; and

WHEREAS, the City Council hereby finds and declares that this Ordinance is in the best interest of the public health, safety, and welfare, and that it advances a valid and important public

purpose.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Zephyrhills, Florida, that the following addition to the City of Zephyrhills Code of Ordinance shall be referred to as the “Pet Waste Ordinance,” as follows:

SECTION 1. Authority.

This ordinance is enacted pursuant to Chapter 166, Florida Statutes (2022), and under the home rule powers of the City.

SECTION 2. Legislative Findings of Fact.

The foregoing Whereas clauses are hereby adopted as legislative finds of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption.

SECTION 3. Purpose and Intent.

This ordinance establishes requirements for the proper disposal of pet waste in Pasco County, Florida, to protect public health, safety and welfare, and increase public awareness.

SECTION 4. Definitions.

For this section, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise.

“Owner/Keeper” – any person who shall possess, maintain, house, or harbor any pet or otherwise has physical custody or control of any pet.

“Person” – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“Pet” - a domesticated animal.

“Pet waste” – waste matter, excrement expelled from the bowels of a pet.

“Proper disposal” – placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the county or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

SECTION 5. Requirement for Disposal.

All pet owners and keepers are required to immediately collect their pet's waste when deposited on any property, public or private, not owned or possessed by that person and to properly dispose of the pet waste.

SECTION 6. Exemptions.

Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose. Further, this section does not apply to the accumulation of animal waste as part of a bona-fide agricultural activity.

SECTION 7. Repealer.

All ordinances and resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 8. Severability.

It is declared to be the intent of the City Council of the City of Zephyrhills, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 9. Inclusion in Code.

It is the intent of the City Council of the City of Zephyrhills, Florida, that the provisions of this Ordinance shall become and be made a part of the Pasco County Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 10. Effective Date.

This ordinance shall be transmitted to the Department of State by the Clerk to the Board by

electronic mail within ten (10) days of the adoption of this ordinance, and this ordinance shall take effect upon filing with the Department of State.

The Ordinance 1456-23 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of March 2023.

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

The foregoing Ordinance 1456-23 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 27th day of March, 2023.

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

The foregoing Ordinance 1456-23 was approved by me this 27th day of March 2023.

Gene Whitfield, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

RENEWAL #2 OF AGREEMENT 41-23-03 FOR KED GROUP

THIS AGREEMENT made and entered into effective the day of March 2023, by and between the CITY OF ZEPHYRHILLS, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and KED Group, a Florida corporation, hereinafter referred to as "VENDOR".

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Zephyrhills; and

WHEREAS, the CITY and VENDOR entered into an Agreement for Polymer EK-890 in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a One (1) year Term commencing May 1, 2021, and ending April 30, 2022, providing for Automatic Annual renewals, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

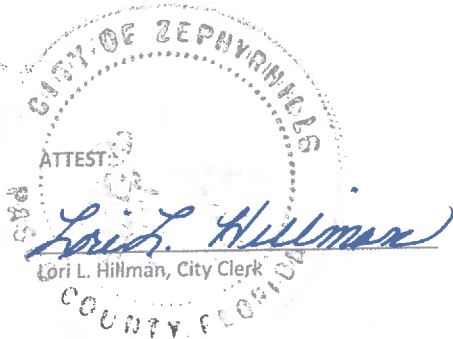
NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. THAT the Agreement for Polymer EK-890 dated May 28, 2021, will exercise the AUTOMATIC RENEWAL through April 30, 2024
2. THAT costs of the Polymer EK-890 shall be \$1.89 per pound beginning May 1, 2023, and continuing until mutually agreed upon per the contract documents.
3. THAT all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Polymer EK-890 dated May 28, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and date first written above.

CITY OF ZEPHYRHILLS

By: William C. Poe Jr. 3/17/2023
William C. Poe Jr., City Manager Date



COMPANY NAME

By: Denise Cook 3/17/2023
Signature of Representative Date
Denise A. Cook V.P.
Print Name of Representative

ATTEST:

Corporate Secretary

City of Zephyrhills Bank Depository - Deposit Listing

Transaction Description	Amount	Customer Reference	Bank Reference	Ledger Date
ACH Credit Received	8,463.04	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/22/2023
ACH Credit Received	275.37	2.01752E+14	ACHCSTATE OF FLO	2/22/2023
ACH Credit Received	226.33	2.01752E+14	ACHCSTATE OF FLO	2/22/2023
ACH Credit Received	255.00	8.78824E+12	ACHCGLOBAL PAYME	2/22/2023
ACH Credit Received	181.90	8.78824E+12	ACHCGLOBAL PAYME	2/22/2023
ACH Credit Received	500.00	8.78824E+12	ACHCGLOBAL PAYME	2/22/2023
ACH Credit Received	846.67	8.78824E+12	ACHCGLOBAL PAYME	2/22/2023
Deposit	760.70		ICLD02408866904I	2/22/2023
Deposit	1,819.65		DP0002100283883I	2/22/2023
Deposit	19,497.00		ICLD02408768280I	2/22/2023
Miscellaneous Credit	2,314.85		MSCR000000000111	2/22/2023
ACH Credit Received	69,509.14	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/23/2023
ACH Credit Received	13,811.75	8.78824E+12	ACHCGLOBAL PAYME	2/23/2023
ACH Credit Received	2,400.00	8.78824E+12	ACHCGLOBAL PAYME	2/23/2023
ACH Credit Received	386,781.83	8.78824E+12	ACHCGLOBAL PAYME	2/23/2023
Deposit	1,217.23		DP0002101307409I	2/23/2023
Deposit	170,373.56		ICLD02400214719I	2/23/2023
Miscellaneous Credit	1,704.00		MSCR000000000111	2/23/2023
ACH Credit Received	20,255.43	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/24/2023
ACH Credit Received	621.00	2.01752E+14	ACHCSTATE OF FLO	2/24/2023
ACH Credit Received	16,400.00	22337	ACHC10L GOVDEALS	2/24/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	2/24/2023
ACH Credit Received	199.80	8.78824E+12	ACHCGLOBAL PAYME	2/24/2023
ACH Credit Received	250.00	8.78824E+12	ACHCGLOBAL PAYME	2/24/2023
ACH Credit Received	923.55	8.78824E+12	ACHCGLOBAL PAYME	2/24/2023
Deposit	1,847.60		DP0002102550833I	2/24/2023
Deposit	18,346.26		ICLD02400624399I	2/24/2023
Miscellaneous Credit	2,145.58		MSCR000000000111	2/24/2023
ACH Credit Received	15,513.87	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/27/2023
ACH Credit Received	17,238.12	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	24,999.86	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	253,523.86	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	149,111.22	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	354.24	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	5.00	2.01752E+14	ACHCSTATE OF FLO	2/27/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
ACH Credit Received	776.53	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
ACH Credit Received	804.37	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
ACH Credit Received	272.85	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
ACH Credit Received	5,029.00	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
ACH Credit Received	505.60	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
ACH Credit Received	272.75	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023

ACH Credit Received	735.31	8.78824E+12	ACHCGLOBAL PAYME	2/27/2023
Deposit	1,764.40		ICLD02401257086I	2/27/2023
Deposit	2,204.87		DP0002104460873I	2/27/2023
Miscellaneous Credit	7,261.50		MSCR000000000111	2/27/2023
ACH Credit Received	6,384.23	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/28/2023
ACH Credit Received	17,892.20	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/28/2023
ACH Credit Received	18,306.78	CITY OF ZEPHYRH	ACHCPAYMENTUS	2/28/2023
ACH Credit Received	284.94	8.78824E+12	ACHCGLOBAL PAYME	2/28/2023
Deposit	1,303.18		DP0002105722576I	2/28/2023
Deposit	11,878.82		ICLD02401875732I	2/28/2023
Miscellaneous Credit	4,585.81		MSCR000000000111	2/28/2023
ACH Credit Received	8,618.79	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/1/2023
ACH Credit Received	1,969.85	2811241	ACHCCC TM PA LLC	3/1/2023
ACH Credit Received	694.86	2.01752E+14	ACHCSTATE OF FLO	3/1/2023
ACH Credit Received	477.99	8.78824E+12	ACHCGLOBAL PAYME	3/1/2023
ACH Credit Received	1,522.88	8.78824E+12	ACHCGLOBAL PAYME	3/1/2023
ACH Credit Received	526.90	8.78824E+12	ACHCGLOBAL PAYME	3/1/2023
ACH Credit Received	1,019.31	8.78824E+12	ACHCGLOBAL PAYME	3/1/2023
Deposit	893.15		DP0002107021356I	3/1/2023
Deposit	7,860.11		ICLD02402372395I	3/1/2023
Miscellaneous Credit	7,441.90		MSCR000000000111	3/1/2023
ACH Credit Received	16,695.82	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/2/2023
ACH Credit Received	1,662.05	2.01752E+14	ACHCSTATE OF FLO	3/2/2023
ACH Credit Received	629.82	8.78824E+12	ACHCGLOBAL PAYME	3/2/2023
ACH Credit Received	818.55	8.78824E+12	ACHCGLOBAL PAYME	3/2/2023
ACH Credit Received	392.21	8.78824E+12	ACHCGLOBAL PAYME	3/2/2023
Deposit	653.55		DP0002108195726I	3/2/2023
Deposit	8,136.35		ICLD02402874123I	3/2/2023
Miscellaneous Credit	2,350.58		MSCR000000000111	3/2/2023
ACH Credit Received	23,892.07	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/3/2023
ACH Credit Received	9.81	1502347422	ACHCSUBURBAN PRO	3/3/2023
ACH Credit Received	437.25	2.01752E+14	ACHCSTATE OF FLO	3/3/2023
ACH Credit Received	912.00	22902	ACHC10L GOVDEALS	3/3/2023
ACH Credit Received	545.70	8.78824E+12	ACHCGLOBAL PAYME	3/3/2023
ACH Credit Received	5,811.21	8.78824E+12	ACHCGLOBAL PAYME	3/3/2023
ACH Credit Received	513.39	8.78824E+12	ACHCGLOBAL PAYME	3/3/2023
Deposit	2,040.35		DP0002100598051I	3/3/2023
Deposit	22,758.51		ICLD02403315117I	3/3/2023
Miscellaneous Credit	6,055.61		MSCR000000000111	3/3/2023
ACH Credit Received	44,589.82	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/6/2023
ACH Credit Received	545.70	Tyler0004672454	ACHCPAYMENTECH	3/6/2023
ACH Credit Received	211.25	2.01752E+14	ACHCSTATE OF FLO	3/6/2023
ACH Credit Received	10.00	2.01752E+14	ACHCSTATE OF FLO	3/6/2023
ACH Credit Received	1,111.05	8.78824E+12	ACHCGLOBAL PAYME	3/6/2023
ACH Credit Received	4,217.41	8.78824E+12	ACHCGLOBAL PAYME	3/6/2023
ACH Credit Received	1,187.67	8.78824E+12	ACHCGLOBAL PAYME	3/6/2023
ACH Credit Received	7,688.99	8.78824E+12	ACHCGLOBAL PAYME	3/6/2023

Deposit	1,615.44		DP0002102691367I	3/6/2023
Deposit	2,263.97		ICLD02403966736I	3/6/2023
Miscellaneous Credit	3,591.83		MSCR000000000111	3/6/2023
ACH Credit Received	11,614.58	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/7/2023
ACH Credit Received	19,785.47	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/7/2023
ACH Credit Received	134,793.39	CITY OF ZEPHYRH	ACHCPAYMENTUS	3/7/2023
ACH Credit Received	410.35	Tyler0004672454	ACHCPAYMENTECH	3/7/2023
ACH Credit Received	336.38	2005	ACHCPASCOTAX	3/7/2023
Deposit	3,445.66		DP0002104073548I	3/7/2023
Deposit	33,249.61		ICLD02404667589I	3/7/2023
Miscellaneous Credit	4,371.63		MSCR000000000111	3/7/2023