



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

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

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

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

<https://meet.goto.com/897147157>

or dial in using your phone:

+1 (224) 501-3412 - Access Code: 897-147-157

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Lance A. Smith
Roll Call – City Clerk Lori Hillman
Invocation – Pastor Michael Jayne Faith Baptist Church
Pledge of Allegiance – Council President Lance A. Smith

1. MAYOR

- 1.1 Cyber Security Awareness Proclamation
 - 1. Cyber Security Awareness Month

2. CONSENT ITEMS

- 2.1 Annual Street Resurfacing Piggyback Agreement No. 41-23-07 with Polk County
 - 1. FY 23-24 Asphalt Paving Agreement(19517149.1)
 - 2. FY 23-24 Resurfacing Proposal APS Polk piggyback
- 2.2 Public Works Department CAT Skid Steer Loader
 - 1. 299D3 CITY OF ZEPHYRHILLS QUOTE 6-23

- 2.3 Reappoint Anjali Bedi to the Pasco Library Cooperative Advisory Board
- 2.4 Ferguson Enterprises, Inc. Piggyback Agreement 41-23-27 with Sarasota County for Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities
 - 1. Ferguson-Sarasota County W-WW-Reclaim 10-23
- 2.5 City Attorney Professional Services Agreement No. 37-23-08
 - 1. City Attorney Contract - 2023-2026 (1)

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 ANX 0019-23 5L Properties, LLC Annexation Public Hearing
 Second Reading **ORDINANCE NO. 1466-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 72.866 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY OF SAID CITY DESCRIBED AS PARCEL 07-26-22-0000-00100-0012 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1466-23 on the Second Reading
 - 1. Ordinance 1466-23 - 5L Properties Annexation
 - 2. 5L Properties Location Map
- 3.2 ANX0019-23 5L Properties, LLC Comp Plan Amendment to FLU and Rezoning Transmittal Public Hearing
 Second Reading **ORDINANCE NO. 1467-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.866 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1467-23 on the Second Reading
 - 1. Ordinance 1467-23 - 5L Properties - COMP Plan Amendment to FLU and Rezoning
 - 2. 5L Properties Location Map
 - 3. CTY. ZEPHYRHILLS 23-02ESR (P)
- 3.3 Sleeping and Camping Prohibited
 Second Reading **ORDINANCE NO. 1471-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 130.23 SLEEPING AND CAMPING IN PUBLIC AND CERTAIN PRIVATE PLACES PROHIBITED; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing

- B. Council President closes Public Hearing**
- C. City Council considers Ordinance No. 1471-23 on the Second Reading**
- 1. Ordinance 1471-23 - Sleeping and Camping Prohibited

CITIZEN COMMENTS

- 1 Woman's Club of Zephyrhills Update - Winifred Turgeon
- 2 Pastor Kendall Deford - Pay Raises

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

4. NOTED ITEMS

- 4.1 41-23-25 Pasco County Law Enforcement Mutual Aid Agreement
 - 1. Pasco County Law Enforcement Mutual Aid Agreement
- 4.2 BGE, Inc. Task Order 102-23 6th Avenue Drainage
 - 1. Task Order 102-23 6th Ave. Drainage

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**



PROCLAMATION

WHEREAS, the digital age has brought unprecedented benefits to our society, transforming the way we communicate, work, learn, and play, while also introducing challenges to our security; and

WHEREAS, the City of Zephyrhills recognizes the vital role that cyber security plays in the continued prosperity and growth of our community; and

WHEREAS, maintaining the security of cyberspace is a shared responsibility, for which every individual and organization has a crucial role to play; and

WHEREAS, the frequency, scale, and sophistication of cyber threats continue to rise, targeting our infrastructure, businesses, schools, and homes; and

WHEREAS, promoting education and awareness about cyber threats and the steps to protect our information and digital assets is of utmost importance; and

WHEREAS, the United States Department of Homeland Security and the National Cyber Security Alliance have designed October as National Cyber Security Awareness Month;

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills do hereby proclaim the month of October, 2023 as

CYBER SECURITY AWARENESS MONTH

in the City of Zephyrhills. I encourage all citizens, businesses, and institutions to engage in activities that promote a safer and more secure cyber environment.

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



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson

Melonie Bahr Monson, Mayor

Attest:

Lori L. Hillman

Lori L. Hillman, City Clerk

CONSENT ITEMS 2.1

Annual Street Resurfacing Piggyback Agreement No. 41-23-07 with Polk County

Issue:

Annual Street Resurfacing Program - Streets are assigned a pavement condition index rating (PCI) for resurfacing and pavement preservation.

Background:

City Council will consider the approval of a construction agreement prepared by the City Attorney for FY23-24 Street Resurfacing. Re: "Piggyback" bid with Polk County, Bid No. 22-245. The purchasing agent for compliance has reviewed this "piggyback bid". Not to exceed \$699,962.61

The FY 23-24 Street Resurfacing includes the following streets:

1. 8th Street – Henry Drive to B Avenue
2. 6th Street – US 301 to South Avenue
3. 15th Street – North Avenue to 12th Avenue
4. 16th Street – North Avenue to 5th Avenue
5. 17th Street – C Avenue to 5th Avenue
6. B Avenue – 5th Street to 6th Street
7. Wisteria Drive – C Avenue to Court Street
8. Larch Drive – C Avenue to Wisteria Drive

Attachment(s):

1. FY 23-24 Asphalt Paving Agreement(19517149.1)
2. FY 23-24 Resurfacing Proposal APS Polk piggyback

Fiscal Impact:

FY 23-24 Street Resurfacing (Gas Tax) \$700,000

Staff Recommendation:

The City Manager and Public Works Director recommend the approval of this piggyback bid and

construction agreement as presented.

PIGGYBACK AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF ZEPHYRHILLS**, a municipal corporation of the State of Florida and hereafter referred to as “CITY”, and **ASPHALT PAVING SYSTEMS, INC.**, a Florida corporation, **9021 WIRE ROAD, ZEPHYRHILLS, FL 33540** hereinafter referred to as “CONTRACTOR”, and

WHEREAS, the City invited Contractor to bid to construct the following: ANNUAL STREET RESURFACING, which includes:

1. 8th Street – Henry Drive to B Avenue
2. 6th Street – US 301 to South Avenue
3. 15th Street – North Avenue to 12th Avenue
4. 16th Street – North Avenue to 5th Avenue
5. 17th Street – C Avenue to 5th Avenue
6. B Avenue – 5th Street to 6th Street
7. Wisteria Drive – C Avenue to Court Street
8. Larch Drive – C Avenue to Wisteria Drive

; pursuant to the terms of POLK COUNTY BID No. 22-245, and

WHEREAS, the City has the desire to Piggyback on the Contract for street resurfacing between Contractor and Polk County, Florida based on the bid referenced above.

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

ARTICLE I: THE PROJECT SCOPE

The scope of the project involved in this contract is to construct the following: **ANNUAL STREET RESURFACING** as per the plans and specifications of Invitation to Bid, **Re: POLK COUNTY BID No. 22-245**. The furnishing of all materials, labor and performance for all of the work shall be constructed in accordance with the previously submitted drawings, specifications and documents which are, incorporated herein as the “Contract Documents” and are more particularly described as:

1. Conditions of Contract (general and special),
2. Specifications
3. Drawings
4. Addenda or modifications (if applicable)
5. Invitation to Bid, **Re: POLK COUNTY BID No. 22-245**
6. Contractor’s Bid

ARTICLE II: SCOPE AND SERVICES

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

- A. Contractor shall furnish all materials described in Article I, at the contract amount of not to exceed **\$699,962.61**.
- B. The Contractor shall commence the work to be performed under this Agreement on a date to be specified in a written order of the City and shall fully complete all work hereunder within **FORTY-FIVE (45) CALENDAR DAYS** of said written order (Notice to Proceed).
- C. The Contractor agrees that no additional work or extras shall be done unless the same shall be duly authorized by the City in writing by change order.

ARTICLE III: COMPENSATION

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

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

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

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

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

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

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

ARTICLE IV: INSURANCE AND INDEMNITY

1. The Contractor shall be responsible for initiating, maintaining and providing supervision of all safety precautions and programs in connection with the performance of this Agreement.

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

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

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

5. The Contractor shall at all times during the construction, possess: 1) workers' compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$1,000,000. All insurance shall be maintained throughout the course of construction until the date of final payment and

termination of any coverage required to be maintained after final payment. City shall be listed as an additional insured on the automobile, general liability, and builder's risk policies.

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

7. The Contractor agrees to indemnify and hold the City harmless from any and all claims, liabilities and damages arising of or resulting from any services to be provided by Contractor as may be described or provided in this Agreement that are caused in whole or in part by any negligent act or willful misconduct of Contractor, any of its agents or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose act or acts any of them may be liable. Contractor's indemnification obligations shall terminate as to this project upon the issuance of Final Payment by the City.

ARTICLE V. CHANGES IN THE WORK

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

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

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

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

ARTICLE VI. CORRECTION OF WORK

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

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

given the Contractor a written acceptance of such condition.

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

ARTICLE VII. CLAIMS AND DISPUTES

1. With regard to any material disputes between the City and Contractor (including change orders) regarding the resurfacing 8th Street – Henry Drive to B Avenue; 6th Street – US 301 to South Avenue; 15th Street – North Avenue to 12th Avenue; 16th Street – North Avenue to 5th Avenue; 17th Street – C Avenue to 5th Avenue; B Avenue – 5th Street to 6th Street; Wisteria Drive – C Avenue to Court Street; Larch Drive – C Avenue to Wisteria Drive, City and Contractor agree to cooperate in good faith to resolve all disputes promptly. If City and Contractor are unable to resolve a dispute within 14 days of written notice from one party to the other that a dispute exists, City and Contractor agree to mediate the dispute with a mutually agreed upon mediator chosen from a list of certified mediators maintained by the court having jurisdiction over the dispute. City and Contractor shall share the costs of the mediator. In the event of a claim, dispute or other issue not resolved through mediation, City or Contractor may institute litigation to resolve the matter, in which case, the parties to this agreement agree that venue and jurisdiction shall be vested solely in a court of competent jurisdiction sitting in Dade City, Pasco County, Florida, and the party prevailing or substantially prevailing in such litigation shall reimburse the other party for its attorney's fees (including in-house attorney's fees at a reasonable rate commensurate with industry standards for the private sector) incurred in connection with such litigation.

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

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

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

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

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

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

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

ARTICLE VIII. TERMINATION

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

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

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

ARTICLE IX. MISCELLANEOUS

1. If the Contractor is not satisfied with the written decision of the City on any timely-made claim, he may, within sixty (60) days after receipt of such written decision, file an appropriate civil action against the City in a court of competent jurisdiction for a judicial determination of such claim. Any litigation between the parties, whether arising out of any claim or arising out of the Contract Documents or any breach thereof, shall be brought, maintained and pursued only in the appropriate state courts of the State of Florida. Venue of any such litigation between the parties shall lie only in the Circuit Court of Pasco County, Florida. Failure to timely file such civil action within said sixty (60) day period shall conclusively constitute a waiver of such claim and of any judicial proceedings on such claim, and the written decision of the City shall then be binding on the Contractor. The Contractor shall proceed with the work at all times during the pendency of any such civil action. The prevailing party in any litigation will pay all costs and attorney's fees.
2. The parties bind themselves, their partners, successors, assigns and legal representatives with respect to the terms of this Agreement. Neither party shall assign this Agreement without the prior written consent of the other.
3. This Agreement represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.
4. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
5. The Contractor, its agents, and subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, its employees or representatives.
6. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

As to the City: William C. Poe, Jr.
City Manager
5335 8th St.
Zephyrhills, Florida 33542

with a copy to: City Attorney
5335 8th St.
Zephyrhills, Florida 33542

As to Contractor: Asphalt Paving Systems, Inc.
9021 Wire Road

Zephyrhills, FL 33540

7. PUBLIC RECORDS NOTICE: IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-000, EXT. 3543 OR CITYCLERK@ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 8TH STREET – ZEPHYRHILLS, FLORIDA 33542.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 24th day of October 2022.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Lori L. Hillman, City Clerk

By: _____
Lance A. Smith, Council President

Approved as to Legal Form and Content only
for the reliance by the City of Zephyrhills

Matthew E. Maggard, City Attorney

ASPHALT PAVING SYSTEMS, INC.

By: _____
Witness

By: _____

By: _____
Witness

Printed Name: _____

Title: _____



DATE: 9/20/2023

TO: Shane LeBlanc Public Works Director
City of Zephyrhills
5335 8th Street
Zephyrhills, FL 33542
(813).780.0022 x 3561

FROM: Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-892-0056

RE: Project proposal
8th St 1.5" M/O, DM & Cape Var

Product	Description	Units	Quantity	Unit Price	Total Price
	Piggyback Polk County Contract				\$ -
101-1	MOBILIZATION	LS	1.00	\$ 10,000.00	\$ 10,000.00
102-1	MAINTENANCE OF TRAFFIC	Per Day	9.00	\$ 2,000.00	\$ 18,000.00
City Supply	AJUSTING MANHOLES (METAL RISER RINGS)	EA	4.00	\$ -	\$ -
City Supply	AJUSTING VALVE BOXES (METAL RISER RINGS)	EA	5.00	\$ -	\$ -
334-1	Superpave Asphaltic Concrete Tr C SP 9.5 (1.5")	TN	1,591.00	\$ 150.00	\$ 238,650.00
PC-001-12	Milling 1.5"	SY	19,017.00	\$ 4.10	\$ 77,969.70
570-1-2B	Performance Turf - Sod Bahia	SY	0.00	\$ 5.50	\$ -
PC-002-2	Double Micro	SY	12,503.00	\$ 5.96	\$ 74,517.88
PC-002-2	Double Micro Cape	SY	21,223.00	\$ 5.96	\$ 126,489.08
PC-001-1	Single Chip Cape	SY	21,223.00	\$ 4.15	\$ 88,075.45
PC-003-2	Crack Sealing (Mastic Only) see st list (RS Mark ou	GAL	700.00	\$ 33.00	\$ 23,100.00
710.00	Painted Pavement Markings				
11-111	6" White Paint	NM	0.30	\$ 2,200.00	\$ 660.00
11-131	6" White Skip Paint	GM	1.00	\$ 935.00	\$ 935.00
11-123	12" White Paint	LF	600.00	\$ 3.30	\$ 1,980.00
11-224	18" Yellow Paint	LF	0.00	\$ 3.41	\$ -
11-125	24" White Paint	LF	500.00	\$ 6.60	\$ 3,300.00
11-231	6" Yellow Skip Paint	GM	1.00	\$ 935.00	\$ 935.00
11-211	6" Yellow Paint	NM	1.00	\$ 2,200.00	\$ 2,200.00
11-160	White Message Paint	EA	36.00	\$ 66.00	\$ 2,376.00
711.00	Thermoplastic				
11-111	6" White Thermo	NM	0.30	\$ 5,665.00	\$ 1,699.50
11-131	6" White Skip Thermo	GM	1.00	\$ 2,200.00	\$ 2,200.00
11-123	12" White Thermo	LF	600.00	\$ 4.95	\$ 2,970.00
11-224	18" Yellow Thermo	LF	0.00	\$ 4.95	\$ -
11-125	24" White Thermo	LF	500.00	\$ 9.90	\$ 4,950.00
11-231	6" Yellow Skip Thermo	GM	1.00	\$ 2,200.00	\$ 2,200.00
11-211	6" Yellow Thermo	NM	1.00	\$ 5,665.00	\$ 5,665.00
11-170	Arrows Thermo	EA	8.00	\$ 71.50	\$ 572.00
11-160	Measagge Thermo	EA	36.00	\$ 220.00	\$ 7,920.00

PC-012	Reflective Pavement Markers (all colors & blue)	EA	400.00	\$ 4.62	\$ 1,848.00
102-99-1	Portable Changeable Message Signs	DY	10.00	\$ 75.00	\$ 750.00
*	2 VMB's 5days before job starts by APS (8th St)	At North NB SB			
*	Proposal includes all Labor, and Equipment for all items.				
*	All Stop Bars will also have the word STOP				
*	Millings hauled to APS				\$ -
*	Bumper Blocks R/R by City				
					\$ -
				Total	\$ 699,962.61

Respectfully Submitted,

Randy D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-892-0056

e: rd.shane@hotmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total	M/O	CAPE	DM
1.5" M/O	8th St	Henry Dr	North	1,320	25.0	3,666.67			3667		
		North	8th Ave	3,045	21.0	7,105.00			7105		
		8th Ave	7th Ave	320	24.0	853.33			853		
		7th Ave	5th Ave	710	29.0	2,287.78			2288		
		5th Ave	4th Ave	200	42.0	933.33			933		
		4th Ave	1st Ave	1,210	24.0	3,226.67			3227		
		1st Ave	South	233	21.0	543.67			544		
		set backs 4	100 SY EA			400.00			400		
DM	6th St	301	7th Ave	3,210	21.0	7,490.00				0	7490
Mastic	700 gal RS will mark out	7th Ave	South	1,880	24.0	5,013.33					5013
Cape	8th St	South	B Ave	850	21.0	1,983.33				1983	
Cape	15th St	North	12th Ave	430	20.0	955.56				956	
Cape	16th St	North	5th Ave	2,990	20.0	6,644.44			0	6644	
Cape	17th St	C Ave	5th Ave	3,330	20.0	7,400.00				7400	
Cape	Wisteria Dr	C Ave	Court St	1,050	24.0	2,800.00				2800	
Cape	Larch Dr	C Ave	Wisteria	540	24.0	1,440.00				1440	0
				21,318.00		52,743	Total	\$0.00			



Asphalt Paving Systems, Inc.
Randy Shane - South Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056

T M/O	19,017.00		
	T CAPE	21223	
		T DM	12503

CONSENT ITEMS 2.2

Public Works Department CAT Skid Steer Loader

Issue:

FY 23-24 Capital Purchase - Skid Steer Loader

Background:

The Public Works Department requests to purchase this CAT Skid Steer Loader for Streets and Right-Of-Way maintenance.

Attachment(s):

1. 299D3 CITY OF ZEPHYRHILLS QUOTE 6-23

Fiscal Impact:

FY 23-24 Capital item \$150,000 Gas Tax - Vendor has agreed to honor FY22-23 pricing if a purchase order is generated prior to 10/13/23. **Total Cost is \$148,157.00**

Staff Recommendation:

The Public Works Director and City Manager recommend approval of this purchase.

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Zephyrhills

6/9/2023

(1) NEW CATERPILLAR 299D3 COMPACT TRACK LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item # 154, Skid Steer - 3100 lb., Tracked Only and Options
Contract Dates: October 1, 2021, Through September 30, 2023

BASE MACHINE

BASE	Caterpillar 279D Per Sheriff's Contract Specifications	\$80,346
512-4299	Upgrade to 299D3, Base Machine Only	<u>\$12,556</u>
TOTAL OF BASE MACHINE		\$92,902

NON-SPECIFIED OPTIONS

588-9140	CAB PACKAGE, ULTRA	\$19,210
512-4414	HYDRAULICS, PERFORMANCE, (H3)	INCL
512-4115	CONTROL, ISO, PROP, WT	INCL
495-1671	LIGHTS, LED	INCL
357-0240	RUBBER BELT, 2 SPD, TF IDLERS	INCL
512-3368	ROPS, ENCLOSED WITH A/C (C3)	INCL
465-3705	DISPLAY, ADVANCED, LCD, CAMERA	INCL
579-8782	FAN, COOLING, DEMAND, REVERSING	INCL
536-9738	SEAT, AIR SUSPENSION, CLOTH, HEAT	INCL
568-4704	FILM, TWO SPEED, W/ HIGH FLOW XPS	INCL
345-6180	STANDARD RADIO, BLUETOOTH	INCL
512-4089	DEBRIS MGMT PKG, NONE ((DM0)	NC
454-6079	TRACK, RUBBER, 450MM (17.7 IN) BAR	\$925
568-5612	BATTERY, EXTRA HD, DISC, 1000 CCA	\$264
356-6082	REAR LIGHTS	NC
586-1308	DOOR, CAB, POLYCARBONATE	\$275
542-6994	SEAT BELT, 2"	NC
566-7115	PRODUCT LINK, CELLULAR PL240	NC

512-3401	QUICK COUPLER, HYDRAULIC	\$1,280
563-1163	CERTIFICATION ARR, P65	NC
512-4284	INSTRUCTIONS, ANSI, USA	NC
345-3556	HEATER, ENGINE COOLANT, 120V	\$252
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
	SUB TOTAL	\$22,206
	LESS 18% SHERIFF'S CONTRACT DISCOUNT	<u>(\$3,997)</u>
TOTAL OF NON-SPECIFIED OPTIONS		\$18,209

CAT WORK TOOLS

279-5377	BUCKET-GP, 80", BOCE	\$2,132
529-5820	COLD PLANER, PC310	\$36,694
424-0460	STUMP GRINDER, SG36	<u>\$10,139</u>
	SUB TOTAL	\$48,965
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	<u>(\$5,876)</u>
TOTAL OF CAT WORK TOOLS		\$43,089

	SUB TOTAL	\$154,200
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$6,043)</u>
TOTAL TRANSACTION PRICE		\$148,157

Best regards,

Tristan Conner
Sales Representative
Ring Power Corporation

CONSENT ITEMS 2.3

Reappoint Anjali Bedi to the Pasco Library Cooperative Advisory Board

Issue:

Anjali Bedi has represented the East Side of Pasco County's vested Library interests by serving as an Advisory Board member on the Pasco Library Cooperative Advisory Board. There is a three-year term for this position and the term is nearing completion. Per the bylaws of the Pasco County Public Library Cooperative Advisory Board, a representative at large is appointed from the east side of the County.

Background:

Anjali Bedi would like to continue to serve on the Pasco Library Cooperative Advisory Board. She is a loyal Pasco Library Patron, an active community stakeholder and an asset to the Board.

Attachment(s):

None

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends that Anjali Bedi be reappointed to the Pasco County Public Library Cooperative Advisory Board. This term will expire in 2026.

CONSENT ITEMS 2.4

Ferguson Enterprises, Inc. Piggyback Agreement 41-23-27 with Sarasota County for Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities

Issue:

Request approval to piggyback onto an agreement between Ferguson Waterworks and Sarasota County

Background:

The Utilities Department has used a piggyback agreement with Ferguson for quite some time and utilizes the most cost effective agreements for Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities.

Attachment(s):

1. Ferguson-Sarasota County W-WW-Reclaim 10-23

Fiscal Impact:

The financial impact will be between \$100,000 and \$200,000 annually.

Staff Recommendation:

Staff recommends to City Council to approve the piggyback agreement with Ferguson Waterworks for Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities

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

WHEREAS, **Ferguson Enterprises Inc.** 8008 E. Sligh Ave., Tampa, Florida 33610, a Florida Corporation (Contractor) entered into an agreement effective June 8, 2022, with **Sarasota County** Florida, a political subdivision of the State of Florida, **Solicitation #222280VG**, for **Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities** (Agreement), procured pursuant to F. S. §287.057, Bid Number B210496ACN.

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

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

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement, which expired on June 2023, and renewed until June 24, 2024 with three (3) additional renewal terms of one (1) year, when mutually agreed upon by the parties.
4. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**

Contractor Legal Representative

City of Zephyrhills

Signature Date

Lance A. Smith Date
City Council President

Print Name and Title

WITNESS

ATTEST

Signature Date

Lori L. Hillman Date
City Clerk

CONSENT ITEMS 2.5

City Attorney Professional Services Agreement No. 37-23-08

Issue:

The City Attorney's contract expires on October 31, 2023.

Background:

The attached agreement takes effect November 1, 2023 for a duration of three (3) years through October 31, 2026. Below are the changes:

- The contract increases the hourly rate from \$150/hr to \$250/hr for general city attorney services;
- Increases the hourly rate for representation in court proceedings from \$175/hr to \$300/hr;
- The attorney staff will be billed at \$75/hr, up from \$50/hr;
- Should the attorney need assistance with a matter, he will seek help from other members of his firm at their hourly rate minus ten percent.

Attachment(s):

1. City Attorney Contract - 2023-2026 (1)

Fiscal Impact:

Monies are budgeted in the FY24 budet.

Staff Recommendation:

Approval of agreement 37-23-08

CITY ATTORNEY CONTRACT

THIS CONTRACT was entered into this 9th day of October, 2023 by and between the **CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA**, hereinafter referred to as the “**City Council**” and **MATTHEW E. MAGGARD**, hereinafter referred to as the “**Attorney**”.

WHEREAS, the Attorney is a member of the Florida Bar in good standing and, as such, is licensed to practice law in the State of Florida, and

WHEREAS, the City Council desires to contract with the Attorney to serve in the office of City Attorney for the duration of this Contract in accordance with the terms, provisions and conditions contained herein; and

WHEREAS, the parties deem it advisable to set forth the terms, provisions and conditions contained herein; and

IN CONSIDERATION THEREFORE, and other good and valuable consideration, the parties do hereby stipulate, covenant and agree as follows:

1. The City Council hereby retains and contracts with the Attorney to serve as City Attorney, for and of the City of Zephyrhills, for the duration of three (3) year, the term shall commence on November 1, 2023, and shall terminate, unless renewed on October 31, 2026.

2. The City shall not be required to pay a monthly retainer. The City agrees to pay monthly-itemized statements of attorney and staff time as well as costs incurred. Payments shall be made within forty-five (45) days from receipt of statement. City Attorney services shall be rendered at the cost of Two Hundred Fifty Dollars (\$250.00) per hour for general City Attorney services, excluding time spent in litigation, providing services relative to special financing matters such as loans and revenue bonds, employment matters, intellectual property matters and any other service not considered general City Attorney services. Attorney staff will be billed at a rate of

Seventy-Five Dollars (\$75.00) per hour. All costs incurred on behalf of the City during the term of this Contract shall be paid at the amount expended by the attorney without prior approval of City Council.

3. The City Council agrees to provide the Attorney with health insurance on the same basis as it is provided to City Council.

4. The City agrees to provide the Attorney education allowance to attend the Florida Municipal Attorney Association Conference as well as one additional conference specifically related local government.

5. In consideration for said monthly retainer, and hourly rate the Attorney shall perform the following duties as City Attorney:

a. Attend all regular City Council meetings and attend all special meetings and work sessions when requested by City Council, respond to any item on agenda needing a legal opinion.

The Attorney agrees and understands that instruction comes from City Council and that if he has any questions he will receive clarification from City Council.

b. Attend meetings of any City Board when so requested by the City Manager or City Council, in order to advise the board members thereof on any legal matter, which confronts the board.

c. Provide legal counseling and guidance including the rendering of legal opinions to City Council in reference to all matters that pertain to the official duties of the City Council.

d. Provide legal counseling, guidance and opinions to the City Manager and the department heads in reference to the operations of the City, provided, however, that except in the event of an emergency problem, all requests by department heads for such legal counseling, guidance and opinions shall be channeled through the City Manager, and City Council receives a

report of such activities within seventy-two (72) hours. This is intended to keep City Council informed of all legal situations and problems.

e. Prepare and/or review charter revisions, ordinances, resolutions, referendum questions, contracts, insurance policies, deeds, bills of sale, waivers, subordinations and other legal instruments, documents and papers that are pertaining to City matters upon request by City Council.

f. Prepare and provide a monthly billing to the City Council for hours expended by the Attorney at no additional cost to the City. Said bill shall designate date of service rendered, nature of work done, subject and time expended. All time shall be billed in tenths of hours.

6. The Attorney shall also represent the City in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the municipality is a party or intervenor in respect to the issues that are pending before such court or administrative tribunal when requested to do so by the City. Such services shall be considered extraordinary and shall entitle the Attorney to additional fees for such services that shall be paid by the City, upon prior approval, to the Attorney at the rate of Three Hundred Dollars (\$300.00) per hour for legal services rendered by said Attorney in respect thereof. Any fees associated with said representation, including, but not limited to filing fees, deposition fees, expert fees, etc. shall be paid by the City directly or will be reimbursed to the Attorney. The Attorney shall also represent the City in proceedings in any court of competent jurisdiction and in hearings before administrative tribunals where the municipality is a party or intervenor in respect to the issues that are pending before such court or administrative tribunal when requested to do so by the City. Any fees associated with said representation, including, but not limited to filing fees, deposition fees, expert fees, etc. shall be paid by the City directly or reimbursed to the Attorney.

7. For all matters that fall outside the general City Attorney Services, the City Attorney, with prior approval by the City Manager, seek help from other members of his firm. The rates for other members of the Attorneys firm shall be billed at their standard hourly rate minus ten percent (10%).

8. The Attorney has the ability to seek assistance from other members of his firm to cover work or meetings for the Attorney. The rate for other members of the firm for general City Attorneys services shall be billed at the rate of Two Hundred Fifty Dollars (\$250.00) per hour.

9. The Attorney shall be compensated on a contingency fee basis for work provided for special financing such as loans and revenue bonds.

10. In the event that the Attorney shall determine that a conflict of interest may arise or has arisen in reference to any legal matter that the Attorney is handling for the City, the Attorney shall promptly notify the City Council thereof. In the event that the conflict cannot be resolved, the Attorney shall recommend that the City Council retain a specially appointed attorney to represent this City with respect to such limited matter.

11. It is understood and agreed that all records and files are City property and shall be made available to the City Council upon request. All records and files shall be delivered to the City within thirty (30) days of termination of this Contract.

12. This contract is being entered into specifically with Matthew E. Maggard and shall remain in full force and effect regardless of what law firm he is associated with throughout the term of this contract. The City Council hereby authorizes the City Manager to execute a supplemental engagement letter for any firm the Attorney is associated with during the term of this agreement to authorize the services provided herein.

13. This contract may be terminated during the term thereof by either the City Council or the Attorney upon Thirty (30) days written notice by one party to the other.

IN TESTIMONY WHEREOF, the City Council and the Attorney have executed this Contract on the 9th day of October, 2023.

“Attorney”

Matthew E. Maggard

“City Council”

Lance A. Smith
City Council President

Lori L. Hillman, City Clerk

BUSINESS ITEMS/PUBLIC HEARING 3.1

ANX 0019-23 5L Properties, LLC Annexation Public Hearing

Second Reading **ORDINANCE NO. 1466-23 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 72.866 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY OF SAID CITY DESCRIBED AS PARCEL 07-26-22-0000-00100-0012 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1466-23 on the Second Reading

Issue:

Final adoption public hearing of the Annexation of 72.866 acres into the City of Zephyrhills of property located at the SW corner of 6th Avenue and Chancey Rd.

Background:

The subject property is located within the City's Joint Planning Area / Utility Service Area and meets the intent of F.S. 171 annexation requirements by being contiguous, future development for urban services and City services are available.

Attachment(s):

- 1. Ordinance 1466-23 - 5L Properties Annexation
- 2. 5L Properties Location Map

Fiscal Impact:

Property annexed into the City will result in future industrial development that will lead to positive fiscal impacts for the City of Zephyrhills.

Staff Recommendation:

Approval

ORDINANCE NO. 1466-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING APPROXIMATELY 72.866 ACRES (MOL) INTO THE CORPORATE LIMITS OF THE CITY OF SAID CITY DESCRIBED AS PARCEL 07-26-22-0000-00100-0012 ZEPHYRHILLS, FLORIDA, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, 5L Properties, LLC, present owner of the lands hereinafter described in Section 1 below, and have requested and consented through a Petition for Annexation for approximately 72.52 acres of property (MOL) described in Section 1 below to be annexed into the boundaries of the City of Zephyrhills; and

WHEREAS, the City Council has determined that said property is contiguous to the municipal boundaries of the City, that the area of annexation is reasonably compact, and currently lies within unincorporated Pasco County, and that the annexation of said property will not result in the creation of any enclave; and

WHEREAS, the City is authorized by Chapter 171.044, Florida Statutes, to annex contiguous and infill areas, and to extend the City limits upon receipt of written consent of the land owners together with the approval of the City Council after published notice and public hearings; and

WHEREAS, all other procedural and notice requirements mandated by State Law and the City's Land Development Regulations have been followed and satisfied; and

WHEREAS, the City Council has reviewed and evaluated the Petition submitted, and has determined that the annexation of said lands into the City is in the public's interest and is consistent with the City's Comprehensive Plan and Land Development Regulations; and

NOW THEREFORE, BE IT ENACTED, AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AS FOLLOWS:

SECTION 1: The following described lands, lying and being situated in Pasco County, Florida, is hereby annexed to and included within the boundaries of the City of Zephyrhills, Florida, a municipal corporation:

Legal Description: THE E ½ OF THE SW ¼ OF SECTION 07, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA, LYING WEST OF ZEPHYRHILLS BY-PASS, SUBJECT TO AVIATION EASEMENT THEREOF PER OFFICIAL RECORD BOOK 1582, PAGE 187.

72.866 acres (MOL) Parcel I.D. No. 07-26-22-0000-00100-0012

SECTION 2: Said lands are contiguous to or are infill of the present City limits of the City of Zephyrhills. Said lands are now unincorporated and lie in the same County as said City, and when annexed would form a compact addition to the incorporated territory of said City. That the owners of said lands contained in said area to be annexed have given written consent to have such lands annexed into the boundaries of the City of Zephyrhills, Florida.

SECTION 3: The City of Zephyrhills, Florida is authorized by the legislature of the State of Florida, pursuant to Section 177.044, Florida Statutes, and pursuant to the Charter of the City of Zephyrhills, to annex contiguous and infill areas and to extend the City limits or territorial boundaries upon receipt of a written consent of all owners of land contained in the area to be

annexed, together with the approval of the City Council of the City of Zephyrhills, of said annexation duly expressed by Ordinance.

SECTION 4: Upon this Ordinance becoming effective, the property Owners of said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property Owners of the City of Zephyrhills, Florida as further provided in Chapter 171.044, Florida Statutes, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Zephyrhills, Florida and the provisions of said Chapter 171.044, Florida Statutes.

SECTION 5: It is the intention of the City Council of the City of Zephyrhills, Florida by passage of this Ordinance to annex the above-described lands to said City within its territorial limits and the boundary lines of said City are hereby redefined and extended so as to include said area of land within its territorial limits upon the final passage of this Ordinance.

SECTION 6: Within seven (7) days after adoption, the City Clerk shall file a certified copy of the Ordinance, together with a map which clearly shows the annexed area, with the Clerk of the Courts of Pasco County, Florida; the Chairman of the Board of County Commissioners of Pasco County, Florida; the Property Appraiser of Pasco County, Florida; and the Department of State, Secretary of State, State of Florida, pursuant to Section 171.044, Florida Statutes.

SECTION 7: The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, this decision shall not affect the validity of the remaining section, sentences, clause and phrases of this ordinance, which shall remain in effect it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8: Any ordinance in conflict with this ordinance is hereby repealed by implication.

SECTION 9: The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Zephyrhills.

SECTION 10: This Ordinance shall become effective upon passage on the second reading and signing by the Mayor.

The foregoing Ordinance No. 1466-23 was introduced, read, and passed on the first reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of August, 2023.

Attest:

Lori L. Hillman, City Clerk, MMC

Lance A. Smith, Council President

The foregoing Ordinance No. 1466-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of October, 2023.

Attest:

Lori L. Hillman, City Clerk, MMC

Lance A. Smith, Council President

The foregoing Ordinance No: 1466-23 was approved by me this 9th day of October, 2023.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney



BUSINESS ITEMS/PUBLIC HEARING 3.2

ANX0019-23 5L Properties, LLC Comp Plan Amendment to FLU and Rezoning Transmittal
Public Hearing

Second Reading **ORDINANCE NO. 1467-23 - "AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.866 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1467-23 on the Second Reading

Issue:

Companion item to the Annexation ordinance of the subject property.

Background:

Upon annexation, the City proposes to assign a City future land use classification (FLU) of IN (Industrial) and zoning of LI (Light Industrial). The subject property is envisioned for industrial / manufacturing and situated in the City's Industrial Corridor and is appropriate for the requested FLU and zoning. The request is consistent / compatible with the existing / planned development trends of this area. The attached correspondence from the State (Dept of Commerce) states no objection with the large scale future land use map amendment.

Attachment(s):

1. Ordinance 1467-23 - 5L Properties - COMP Plan Amendment to FLU and Rezoning
2. 5L Properties Location Map
3. CTY. ZEPHYRHILLS 23-02ESR (P)

Fiscal Impact:

Property annexed into the City will result in future industrial development that will lead to positive fiscal impacts for the City of Zephyrhills.

Staff Recommendation:

Approval

ORDINANCE NO. 1467-23

AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA PROPOSING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY IL TO IN (INDUSTRIAL) AND THE ZONING DESIGNATION FROM COUNTY AC TO LI (LIGHT INDUSTRIAL) FOR APPROXIMATELY 72.866 ACRES OF REAL PROPERTY LOCATED SOUTH OF 6TH AVENUE, WEST OF CHANCEY ROAD AND EAST OF THE CITY OF ZEPHYRHILLS AIRPORT AND HAVING RE# 07-26-22-0000-00100-0012; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Chapters 125 and 163 Florida Statutes, authorize the City Council of the City of Zephyrhills, Florida to prepare and enforce a Comprehensive Plan for the development of the City; and

WHEREAS, the City Council has determined that the proposed amendment meets the criteria for a Large-Scale Comprehensive Plan Amendment pursuant to Section 163.3184, Florida Statutes, and the Zephyrhills Comprehensive Plan; and

WHEREAS, the Zephyrhills Planning Commission, on July 18, 2023, held a public meeting on the proposed amendment to the Comprehensive Plan with due public notice, pursuant to Section 125.55(2), Florida Statutes, and recommended approval to the City Council; and

WHEREAS, the City has complied with all requirements and procedures of Florida law in processing this amendment to the City of Zephyrhills Comprehensive Plan including, but not limited to, Section 163.3184, Florida Statutes.

WHEREAS, the proposed Future Land Use Map amendment meets the criteria of a large-scale Future Land Use Map amendment and is consistent with the goals, objectives and policies of the Comprehensive Plan; and

WHEREAS, the City Council has determined that the Industrial (IN) future land use classification would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council has determined that the Light Industrial zoning designation would be appropriate, would promote the general welfare, and would encourage proper development within the City; and

WHEREAS, the City Council desires to hereby formally adopt the Amendment to the City's Comprehensive Plan.

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

Section 1. The Whereas Clauses above are true and accurate and are incorporated by reference and made a part of this Ordinance.

Section 2. This Ordinance is enacted pursuant to Chapter 163, Florida Statutes, and under the home rule powers of the City.

Section 3. The following described lands, lying and being situated in the City of Zephyrhills, to wit:

Legal Description: THE E ½ OF THE SW ¼ OF SECTION 07, TOWNSHIP 26 SOUTH, RANGE 22 EAST, PASCO COUNTY, FLORIDA, LYING WEST OF ZEPHYRHILLS BY-PASS, SUBJECT TO AVIATION EASEMENT THEREOF PER OFFICIAL RECORD BOOK 1582, PAGE 187.

72.866 acres (MOL) Parcel ID# 07-26-22-0000-00100-0012

The Future Land Use Map designation is hereby changed from County IL to City IN (Industrial) and included within the boundaries of the City of Zephyrhills, Florida.

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

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

Section 6. This Ordinance shall become effective upon passage on the second reading and signing by the Mayor, which shall occur within 180 days after receipt of the state land planning agency’s report.

The foregoing Ordinance No. 1467-23 was read and passed on the first reading, following a transmittal public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 28th day of August, 2023.

Attest: _____
Lori L. Hillman, City Clerk, MMC Lance A. Smith, Council President

The foregoing Ordinance No. 1467-23 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of October, 2023.

Attest: _____
Lori L. Hillman, City Clerk, MMC Lance A. Smith, Council President

The foregoing Ordinance No: 1467-23 was approved by me this 9th day of October, 2023.

Melonie Bahr Monson, Mayor

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

Matthew E. Maggard, Esq.
City Attorney



October 5, 2023

The Honorable Melonie Monson
Mayor, City of Zephyrhills
City Hall
5335 8th Street
Zephyrhills, Florida 33542

Dear Mayor Monson:

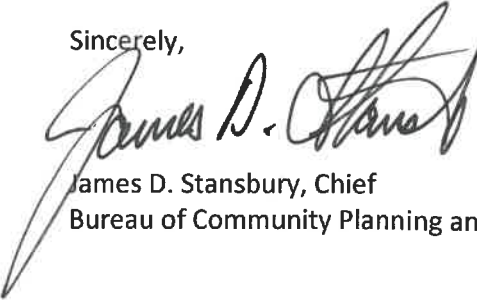
The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Zephyrhills (Amendment No. 23-02ESR) received on September 5, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Adrian Young, Planning Analyst, by telephone at (850)-717-8515 or by email at adrian.young@commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /ay

Enclosure(s): Procedures for Adoption

cc: Todd Berg, Planning Director, City of Zephyrhills

Tara McCue, Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.com/cp/>) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

BUSINESS ITEMS/PUBLIC HEARING 3.3

Sleeping and Camping Prohibited

Second Reading **ORDINANCE NO. 1471-23 - "AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 130.23 SLEEPING AND CAMPING IN PUBLIC AND CERTAIN PRIVATE PLACES PROHIBITED; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE."**

A. Council President opens Public Hearing

B. Council President closes Public Hearing

C. City Council considers Ordinance No. 1471-23 on the Second Reading

Issue:

Staff has received numerous complaints of individuals sleeping and camping throughout the city on right-of-ways, parks, and private properties.

Background:

The proposed ordinance states:

A. It shall be unlawful for any person to sleep or camp at a time or under circumstances that warrant a justifiable and reasonable concern for the health, safety, or welfare of the public:

1. In or on any public right-of-way, including any street, alley, roadway access, median, or embankment.
2. In or on any public park, trail, or upon the grounds of any public facility or property, whether improved or unimproved.
3. Upon any unimproved private lot unless such use is with the permission of the owner and permissible under the city's zoning ordinance.
4. Upon the premises of any private, commercial, or industrial property unless such use is with the permission of the owner and is permissible under the city's zoning ordinance.

Attachment(s):

1. Ordinance 1471-23 - Sleeping and Camping Prohibited

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of the second reading of Ordinance 1471-23.

ORDINANCE NO. 1471-23

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA CREATING SECTION 130.23 SLEEPING AND CAMPING IN PUBLIC AND CERTAIN PRIVATE PLACES PROHIBITED; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City of Zephyrhills, Florida (the “City”), a municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each municipality in the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, the City Council has determined that it is in the City’s interest to create new sections of the City’s Code of Ordinances from time to time to assure that the Code of Ordinances adequately meet the needs of the City; 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, as follows:

Section 1. Authority.

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

Section 2. Legislative Findings of Fact.

The foregoing **WHEREAS** clauses are hereby adopted as legislative findings 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 this Ordinance upon adoption hereof.

Section 3. Creation of Section 130.23 of the City of Zephyrhills Code of Ordinances - Sleeping and Camping in Public and Certain Private Places Prohibited.

Section 130.23 - Sleeping and Camping in Public and Certain Private Places Prohibited is hereby created as part of the City of Zephyrhills Code of Ordinances as follows:

130.23 SLEEPING AND CAMPING IN PUBLIC AND CERTAIN PRIVATE PLACES PROHIBITED

- A. It shall be unlawful for any person to sleep or camp at a time or under circumstances that warrant a justifiable and reasonable concern for the health, safety, or welfare of the public:
1. In or on any public right-of-way, including any street, alley, roadway access, median, or embankment.
 2. In or on any public park, trail, or upon the grounds of any public facility or property, whether improved or unimproved.
 3. Upon any unimproved private lot unless such use is with the permission of the owner and permissible under the city's zoning ordinance.

4. Upon the premises of any private, commercial, or industrial property unless such use is with the permission of the owner and is permissible under the city's zoning ordinance.
- B. **Camp Defined:** As used herein, "camp" shall mean an outdoor place for eating, cooking, and sleeping, and includes, but is not limited to:
1. The use of camping facilities such as tents, tarpaulins, or temporary shelters.
 2. The use of sleeping bags, cots, beds, or hammocks.
 3. The use of park benches, picnic tables, recreation equipment, or similar structures.
 4. The use of any parked vehicle, including an automobile, bus, truck, camper, trailer, or recreational vehicle.
- C. Circumstances that may be considered in determining whether immediate concern is warranted include but are not limited to, the length of time the individual has been sleeping or camping at the site where the violation was observed.
- D. In addition, any camp violation of this section is declared to be a public nuisance, and the chief of police or his/her designee, upon a determination that such camp constitutes an immediate threat to the health, safety, or welfare of persons in the city, including persons using the camp, is authorized to remove the camp forthwith. If persons are occupying the camp at the time, then before removing the camp, the chief of police or his/her designee shall warn the person or persons occupying the camp that they are in violation of this section and shall give them the opportunity to remove the camp forthwith.
- E. Any and all violation of the Ordinance shall constitute a separate Class VI offense as set forth in the Uniform Fine and Citation Schedule as adopted by the Sixth Judicial Circuit, and shall be prosecuted as provided in Section 162.21, Florida Statutes. Each violation and each day constituting a violation shall be fined and prosecuted as a separate offense.

Section 4. Repealer

Any and all ordinances in conflict herewith are hereby repealed to the extent of any conflict.

Section 5. 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 is held invalid, the remainder of the ordinance shall be construed as not having continued the said section, subsection, sentence, clause, or provision and shall not be affected by such holding.

Section 6. Inclusion into the Code.

It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the City of Zephyrhills code, 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 7. Effective Date.

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

The foregoing Ordinance No. 1471-23 was passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 25th day of September, 2023

Attest: _____
Lori L. Hillman, City Clerk

Lance A. Smith, Council President

The foregoing Ordinance 1471-23 was passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 9th day of October, 2023.

Attest: _____
Lori L. Hillman, City Clerk

Lance S. Smith, Council President

The foregoing Ordinance 1471-23 was approved by me this 9th day of October, 2023.

Melanie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

CITIZEN COMMENTS 1

Woman's Club of Zephyrhills Update - Winifred Turgeon

Issue:

Background:

Attachment(s):

None

Fiscal Impact:

Staff Recommendation:

**PASCO COUNTY LAW ENFORCEMENT
MUTUAL AID AGREEMENT**

THIS AGREEMENT is made and entered into by and between the listed municipalities along with their respective Chiefs of Police in Pasco, County, Florida and CHRIS NOCCO, as Sheriff of Pasco County, Florida. The purpose of this agreement is to address voluntary cooperation, emergency operational assistance, and traffic enforcement or crash investigations on contiguous ways.

WITNESSETH

WHEREAS, Part I, Chapter 23 of the Florida Statutes, the "Florida Mutual Aid Act", authorizes law enforcement agencies to enter into agreements for voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines by and between such agencies, to such unlawful activities and to enter into an operational assistance agreement whereby each agency may request and render law enforcement assistance to the other law enforcement agency during emergencies under s. 252.34, Florida Statutes; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County recognize that an increasing number of criminals are operating across jurisdictional lines and that there is a need for a continuing multi-jurisdictional response to such unlawful activities; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County desire to secure the benefits of such mutual aid for their respective jurisdictions; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County recognize that there is a need for continuing multi-jurisdictional response to persons who are involved in traffic accidents on or who are operating vehicles in violation of traffic laws on streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between unincorporated and incorporated areas of Pasco County; and

WHEREAS, the Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County determine that it is in the best interest of the health, safety and welfare of the citizens of the municipality and of the citizens of Pasco County to enter into a Voluntary Cooperation Agreement and Operational Assistance Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- I. The parties to this Agreement are as follows:

- a. Chris Nocco, as Sheriff of Pasco County, Florida;
 - b. The City of Dade City, Pasco County, Florida;
 - c. The City of New Port Richey, Pasco County, Florida;
 - d. The City of Port Richey, Pasco County, Florida; and
 - e. The City of Zephyrhills, Pasco County, Florida.

- II. The Law Enforcement agencies participating in and subject to this Agreement, and their respective commanders, are as follows:
 - a. The Pasco Sheriff's Office – Sheriff;
 - b. The Dade City, Pasco County, Florida Police Department – Chief of Police;
 - c. The New Port Richey, Pasco County, Florida Police Department – Chief of Police;
 - d. The Port Richey, Pasco County, Florida Police Department – Chief of Police; and
 - e. The Zephyrhills, Pasco County, Florida Police Department – Chief of Police.

- III. Provisions for Voluntary Cooperation
 - a. The Pasco Sheriff's Office and the listed municipal law enforcement agencies in Pasco County hereby approve and enter into this Agreement authorizing the other to request law enforcement assistance from and to render law enforcement assistance to the other in dealing with any violations of Florida Statutes, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes and backup services during patrol activities, and inter-agency task forces and/or joint investigations.

- IV. Routine Law Enforcement Matters
 - a. Either party to this agreement may request the voluntary assistance and cooperation of the other party to this agreement relating to routine law enforcement matters involving more than one jurisdiction.

- V. In-Progress Crime Assistance
 - a. Whenever a law enforcement officer from one jurisdiction views a felony or a misdemeanor involving a breach of the peace occurring in the jurisdiction of the other, the law enforcement officer may physically arrest the perpetrator and preserve the crime scene. The arresting law enforcement officer shall immediately notify the agency of the jurisdiction in which the incident occurred. Control of both the persons apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurred. If that jurisdiction advises that they decline to dispatch an officer to the scene, the officer on the scene shall complete the investigation, issue any and all necessary citations

or notices to appear or effect an arrest, collect and preserve evidence, take custody of any contraband article as defined in Section 932.701(2), Florida Statutes, and/or take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the investigation, notify the jurisdiction in which the incident occurred of the law enforcement action taken. Whenever remaining at the scene exposes either the law enforcement officer or the subject to imminent physical danger, the subject and any physical evidence or contraband article may be transported or otherwise relocated in accordance with normal procedure.

- b. All fines shall accrue to the jurisdiction where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred or, if the incident occurred in the unincorporated area of Pasco County, the ticket should note that clearly on the face thereof.

VI. Forfeiture Proceedings and Equitable Sharing

- a. All real and personal property seizures and subsequent forfeitures pursuant to the Florida Contraband Forfeiture Act stemming from any investigation and/or arrest pursuant to law enforcement action taken under this agreement will be first reviewed by the Pasco Sheriff's Office's Legal Department to determine whether the Pasco Sheriff's Office will initiate forfeiture action. Any law enforcement officer initiating forfeiture proceedings when taking law enforcement action pursuant to this MOU will notify the Pasco Sheriff's Office's Legal Department of their intentions and the administrative agency's forfeiture policies and reports will be utilized. The agencies agree to divide any forfeiture proceeds in equitable shares. Equitable shares must bear a reasonable relationship to that agency's direct and active participation in the investigation or law enforcement effort resulting in the forfeiture. The Pasco Sheriff's Office is the deciding authority to determine equitable shares by comparing the number of work hours expended by each agency actively participating in the investigation, arrest, and/or seizure. Equitable distribution of any such funds will be less the cost of administrative and filing fees, not to include salaries. This MOU does not preclude a participating agency from initiating forfeiture proceedings within their respective jurisdictions outside the scope of this MOU.

VII. Voluntary Investigation

- a. On-duty officers from one jurisdiction may conduct investigations into criminal activity that occurs in their jurisdiction and make arrests related to those investigations in the other party's jurisdiction. If enforcement action is anticipated, the location and nature of the investigation will be reported to the

agency's on-duty communication liaison person of the jurisdiction where the suspect is located.

VIII. Traffic Control Assistance

- a. Whenever a traffic accident involving suspected injuries of a serious nature is reported to the jurisdiction in which the accident occurred and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperative effort shall be restricted to necessary first aid and traffic direction, except as otherwise specified in Section X of this Agreement.

IX. Hazardous Traffic Conditions Assistance

- a. Where an automated traffic control device located in the jurisdiction of a cooperating agency has malfunctioned and such malfunction poses a hazard to vehicular or pedestrian traffic, an on-duty, uniformed, officer of the other cooperating agency may immediately commence to divert or direct traffic or take such other action as is reasonably necessary to reduce the hazard to the traveling public. Such law enforcement officer shall immediately notify the agency in whose jurisdiction the device is located of the malfunction and the action being taken. Upon arrival of an officer from the agency with original jurisdiction, the cooperating officer shall relinquish control of the area.

X. Traffic Accident Investigations and Enforcement of Traffic Laws on Contiguous Ways

- a. When a traffic accident occurs on a contiguous way, a uniformed, on-duty officer from a cooperating agency may commence necessary first aid and traffic control. The law enforcement officer on the scene shall contact the jurisdiction in which the accident occurred. If that jurisdiction declines to dispatch an officer to the scene, the officer on the scene shall proceed to work the accident, to issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2), Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. The jurisdiction taking law enforcement action shall, at the conclusion of the event, notify the jurisdiction in which the event occurred of the law enforcement action taken.
- b. When a uniformed, on-duty law enforcement officer of a cooperating agency observes a traffic infraction occurring on a contiguous way, such officer may take appropriate action to enforce the traffic laws of the state and issue any and all necessary citations, notices to appear or to effect arrests; collect and preserve evidence, take custody of any contraband article as defined in §932.701(2),

Florida Statutes, and/or to take such action as is necessary and appropriate to protect the health and safety of the public as such may be appropriate to the particular circumstances. Such officer shall promptly notify the jurisdiction in which the violation occurred of the incident and the action taken.

- c. On-duty law enforcement officers of a participating agency enforcing traffic laws and conducting traffic accident investigations pursuant to this section shall be under the direction and authority of the commanding officers of their employing agency.
- d. All fines shall accrue to the municipality or unincorporated area where the offense occurred. In order to facilitate the proper disposition of fines, each ticket written by municipal officers shall indicate the name of the city in which the infraction occurred, or, if the incident occurred in the unincorporated area of the county, the ticket should note that clearly on the face thereof.
- e. "Contiguous way" in this section means those streets, roads, or other traveled ways, including the right-of-way thereof, that are adjacent to or that form the boundary between the municipality and unincorporated Pasco County.
- f. The terms set out in this section shall constitute the procedures for requesting and for authorizing assistance. No formal request or authorization, except as set forth in this section, shall be necessary to implement the traffic accident investigations and enforcement of traffic laws on contiguous ways.

XI. Inter-Agency Joint Task Forces

- a. Law enforcement officers assigned to joint task force operations pursuant to this Agreement may enforce all state laws while engaged in the joint task force operation and shall take enforcement action in accordance with law, including but not limited to, taking custody of any offender, evidence, or contraband article as defined in Section 932.701(2), Florida Statutes, and completing appropriate documentation.
- b. Law enforcement officers assigned to joint task force operations pursuant to this Agreement shall be under the supervision of those individuals specified in the joint-task force operational plan approved by the cooperating agencies participating in the joint task force.

XII. Marine Violations

- a. Municipal law enforcement officers of a cooperating agency may enforce all state boating and marine fishery laws and county boating ordinances on the waterways of the other cooperating agency as long as such violations occur on waterways

contiguous to and in view of the jurisdiction of the officer's employing agency. In the case of a felony or a misdemeanor involving a breach of peace, control of the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Cases involving only a minor violation may be concluded at the scene by the issuance of a Boating Citation or Notice to Appear.

XIII. Law Enforcement Emergencies

- A. Each of the cooperating agencies may request law enforcement assistance from and render law enforcement assistance to the other cooperating agency in a law enforcement emergency, including but not limited to:
 - 1. Civil affray and disobedience, disturbances, riots, large protest demonstrations or controversial trials.
 - 2. Any natural or man-made disaster.
 - 3. Incidents which require rescue operations and crowd and traffic control measures such as activities related to large-scale evacuations, aircraft and ship disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical and hazardous waste spills, and major electrical power failures.
 - 4. Terrorist activities including acts of sabotage.
 - 5. Escapes from and disturbances within any local or state detention facilities.
 - 6. Hostage and barricaded subject situations.
 - 7. Incidents requiring utilization or specialized units; e.g., underwater recovery, aircraft, ordinance disposal, crisis management, and emergency response teams.
- B. A law enforcement emergency is any situation which exceeds the capability of the local agency to counteract effectively.
- C. Upon request for assistance to the chief of police or his/her designee or the sheriff or his/her designee, the law enforcement personnel and equipment of the cooperating law enforcement agency shall be dispatched to the location within the specified request.

- D. A request for assistance made under this Section shall specify the number of personnel and type and amount of equipment needed, the location to which the personnel and equipment are to respond and the official to whom they are to report. Nevertheless, the number of personnel and amount and type of equipment which are actually furnished shall be determined by the law enforcement agency to who the request is made.
- E. If requested, law enforcement officers rendering assistance shall assist in the transportation and processing of prisoners in situations involving mass arrests and, if necessary, in the operation of temporary detention facilities.
- F. The cooperating agency's personnel and equipment shall be released by the requesting party when assistance is no longer needed or when such personnel and equipment are needed in the jurisdiction in which they normally furnish law enforcement protection. Should the need arise, the cooperating agency may, at any time, recall personnel and equipment to the jurisdiction in which they are normally employed.
- G. Resources which may be available under this Section shall include, but are not limited to, personnel, marked or unmarked vehicles, 4-wheel drive vehicles, police patrol boats, K-9 units, aircraft, and national/state/county/city computer networks.
- H. Law enforcement officers rendering assistance shall complete written reports as if they were performing their duties in the jurisdiction in which they are normally employed. Copies of these reports shall be furnished to the agency requesting assistance within a reasonable time. Additionally, officers rendering assistance shall prepare such reports as the agency requesting assistance may reasonably require.

XIV. Terms and Procedures

- A. A cooperating agency will answer a specific request for voluntary cooperation or operational assistance only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or the commander's designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available to respond.
- B. A specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be made by the commander of the agency or the commander's designee.
- C. Voluntary cooperation can also be initiated, within the limitations as more fully stated above, by an officer who views an in-progress crime or a need for

traffic control in the cooperating agency, or who views a traffic violation or traffic accident scene, or marine violation on a contiguous way. The supervising authority of that officer shall be notified immediately to enable a supervisor from the officer's agency to authorize and direct actions taken by the officer. An officer taking voluntary action should notify the communication liaison person in the assisted agency as soon as possible.

- D. Whenever the employees of any law enforcement agency are rendering aide outside its jurisdiction and pursuant to the authority contained in this Agreement, such employees shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
- E. Law enforcement officers or employees responding to a specific request for voluntary cooperation or operational assistance for law enforcement emergencies shall be under the direction and authority of the commanding officers of their own agency. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which they are normally employed.
- F. All pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activities of officers, agents and employees performing duties in the jurisdiction in which they are normally employed shall apply to the same manner, degree and extent while such officers, agents and employees are rendering assistance under this Agreement. Notwithstanding the above, nothing contained herein is intended to limit either party's right to reimbursement for eligible costs as permitted by law.
- G. Each agency shall be responsible for its own operational costs and expenses in providing assistance under this Agreement and bearing its own costs associated with any loss or damage incurred to such jurisdiction's property, equipment, or resources as a result of the use of such property during a voluntary cooperation or operational assistance situation. No financial charges shall be made by either party for assistance provided under this Agreement.
- H. Each party shall provide and carry liability insurance, workers' compensation insurance, self-insurance and other insurance necessary to assure that each party shall be protective and indemnified from any and all liabilities which may result by reason of activities which are the subject of this Agreement. Liability insurance shall be maintained in an amount not less than \$200,000 per person and \$300,000 per occurrence. Each party shall furnish satisfactory proof of insurance to the other party. "Insurance" may be procured either privately or pursuant to an approval self-insurance risk-financing program.

Should any insurance policy or self-insurance program expire, be cancelled or undergo material change, the insured party shall, 30 days before such expiration, cancellation, or change, mail notice of the same to the other party.

- I. Nothing herein shall be deemed to transfer any legal or equitable ownership of any equipment utilized pursuant to this Agreement from one cooperating agency to the other. Further, nothing herein shall be deemed to confer any agency or employer/employee relationship or status upon the personnel of the cooperating agency while providing assistance to the cooperating agency under this Agreement.
- J. A cooperating agency shall not be required to respond to a request for assistance if, in the opinion of the cooperating agency, providing the assistance would interfere with or jeopardize the police protection and safety of the citizens or property within the jurisdiction normally served by that cooperating agency, or if the requested assistance is otherwise unavailable.
- K. Nothing in this Agreement is intended to be, nor shall it be construed to be, a relinquishment or transfer, expressly or by implication, of any of the powers or functions of the cooperating agency.
- L. In no event shall this Agreement confer upon any person, corporation, or entity, whether private or government, the right to damages against the cooperating agency for any acts, omissions or conduct, except as expressly provided in this Agreement.
- M. Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement unless such act was ordered by the commanding officer of the assisted agency; but if such act was not ordered by the commanding officer of the assisted agency, each agrees, to the extent permitted by law, to indemnify and hold the other harmless of and from any claims, lawsuits and/or causes of action arising out of the acts, omissions and conduct of its own officers, agents and/or employees. In the event that an act or acts undertaken pursuant to this Agreement is ordered by the commanding officer directing the voluntary cooperation or operational assistance situation, any defense or court costs and liability that might arise shall be the responsibility of the agency employing the commanding officer. However, nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.
- N. This agreement shall be binding upon the parties from the date of execution by a party hereto and shall continue in full force and effect until terminated as provided herein below.

- O. This agreement shall be binding upon the parties from the date of execution and shall continue in full force and effect until January 31, 2025. However, any party hereto may withdraw or cancel such party's participation pursuant to this agreement without liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.
- P. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing signed by all of the parties hereto.

XV. Severability

If any provision of this Agreement shall be declared invalid for any reason, such invalidity shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

PASCO SHERIFF'S OFFICE

CHRIS NOCCO, SHERIFF

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, this ____ day of _____, 2023, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared, CHRIS NOCCO, Sheriff of Pasco County, Florida, who is personally known to me and who acknowledged he executed the foregoing Agreement.

Signature of Notary Public

Seal

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of Dade City:

Witness: _____

James Shive, Mayor

Date

Witness: _____

James Walters, Chief of Police

Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of New Port Richey:

Witness: _____

Alfred C. Davis, Mayor Date

Witness: _____

Robert Kochen, Chief of Police Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of Zephyrhills:

Witness: Lori L. Hullman Melanie Baker Monson 9/22/23
Melanie Monson, Mayor Date

Witness: Lori L. Hullman [Signature] 9/19/23
Derek Brewer, Chief of Police Date

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

In acknowledgment and execution of the Pasco County Law Enforcement Mutual Aid Agreement, I hereby set my hand and seal:

As to the City of Port Richey:

Witness: _____

John Eric Hoover, Mayor Date

Witness: _____

Cyrus Robinson, Chief of Police Date



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

<u>Staff Level</u>	<u>Hourly Billing Rate</u>
Production/Technical	\$90 - \$100
Graduate Engineer	\$130 - \$150
Project Manager/Senior PM	\$160 - \$220
Director/Practice Leader	\$240 - \$280
Vice President/Principal	\$280 - \$325
Administrative Support	\$80 - \$90

4.0 EXCLUDED SERVICES

The professional services that BGE will provide under this Proposal include, and are limited to, those described under Scope of Services. All other services are specifically excluded. Additional services requested by the Client not specifically covered by this agreement will be performed on a mutually agreed upon lump sum or hourly fee basis prior to commencement of work.

5.0 FEES

ITEM	SERVICE	FEE BASIS	FEE AMOUNT
2.1	Design Development	Lump Sum	\$4,000
2.2	Construction Documents	Lump Sum	\$3,000
2.3	City Review Meetings	Lump Sum	\$2,100
2.4	Water Management District (WMD) Permitting	Hourly NTE	\$2,000
2.5	Bidding Services	Hourly NTE	\$3,000
2.6	Engineering Construction Phase / Certification Services	Hourly NTE	\$7,500
2.7	Miscellaneous Services	Hourly	TBD
2.8	Reimbursable Expenses	As incurred	(max.) \$1,500
	Total:		\$23,100

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 attached Standard Terms and Conditions Agreement. Hourly fees for labor will be billed on an hourly basis per our standard current rates.

If this outlined proposal 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
Director, Land/Site – Tampa
5/23/23

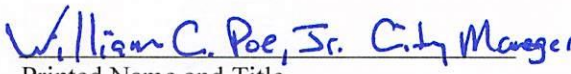
Date

ACCEPTED

City of Zephyrhills



Signature/Title



Printed Name and Title

10/3/23

Date

Enclosures: BGE Hourly Rate Table

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** Electronic CAD or GIS files for the WMD Approved JD and SHWL elevation data and locations.
- 3.1.3** Application review fees.
- 3.1.4** Client's consultants to provide survey, geotechnical, and legal services as needed for the project.
- 3.1.5** Copies of all prior permits and approvals.
- 3.1.6** Soil borings.

3.4 The Client's geotechnical engineer will provide existing conditions information about the soils, fill suitability analysis, pavement design recommendations, infiltration rates, seasonal high groundwater elevation (SHWL), and any special site drainage recommendations for the project including infiltration rates.

3.5 The proposed project will be consistent with the AHJ Land Development Regulations, Zoning Regulations, and Comprehensive Plan. Zoning or Comprehensive Plan amendments are specifically excluded from the scope of this contract.

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

contractor. This task assumes a total of 24 hours. Additional meetings will be charged under Task (2.9) Miscellaneous Services.

2.6.3 Record Drawing Preparation

BGE will prepare record drawings for the storm water, wastewater system and water systems from the as-builts provided by the Client's contractor and the construction surveyor.

2.6.4 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 (2.9) Miscellaneous Services.

2.7 Miscellaneous Services

Miscellaneous service items may be performed under this task as requested by the Client. Items may include meetings with County Utilities staff, County Fire Department, as well as other additional meetings or tasks requested by the Client. Approval by Client will be obtained prior to utilizing this task for services.

2.8 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.

An analysis of the existing water main and sanitary sewer main is not included in this Scope of Services. The sanitary sewer main is assumed to be a gravity system.

The plan set will be utilized for submittals to the AHJ.

2.3 City Review Meetings

BGE will provide the City's department directors a digital and/or hard copy of the plans to review prior to submittal to the WMD and up to two (2) resubmittals. BGE will meet with the departments virtually over MS Teams to discuss the plans if requested.

If additional rounds of review or major changes to the plans directed by the Client will result in Additional Services to this agreement.

2.4 Water Management District (WMD) Permitting

Prepare and submit for an exemption. This is based on a prior pre-application meeting with the WMD. If a full SWERP is required for this project an amendment to this agreement will be required. This task includes two (2) resubmittals if needed.

If additional rounds of review are requested by the WMD an amendment to this agreement will be required.

2.5 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 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.

2.6 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 six (6) months per phase. If the construction time frame is extended, additional services will be charged under Task (2.9) Miscellaneous Services.

2.6.1 Construction Observations

BGE will provide observations of the on-going construction, including site grading, paving and utility installation, required to be able to deem the site work substantially complete in accordance with the approved construction plans. This task assumes a total of 24 hours. Additional meetings will be charged under Task (2.9) Miscellaneous Services.

2.6.2 Construction Meetings

BGE will attend a pre-construction meeting, one (1) regularly scheduled construction meeting per month, a punch list meeting, and a final walk-through meeting with the

2.0. SCOPE OF SERVICES

2.1 Design Development

BGE will use the base files for the project known as “The Back Yard” (AKA Little but Loud) as the basis to compute the final coordinate geometry plan. The final roadway improvements, sidewalk placement, stormwater locations, and any Client requested special site needs will be confirmed by the Client prior to this task. This computed engineering base map will be provided to the Client for review/approval and will serve as the base map for the roadway plans.

Based on the Client approved base map, BGE will prepare design development plans in accordance with the AHJ Land Development Code (LDC). It is understood that, if required, supporting materials will be provided by the Client and will include the following: surveying and geotechnical analysis/report. The design plans completed under this task will include:

- Preliminary design of the roadway stormwater management conveyance system including proposed storm pipes and inlets connecting to proposed stormwater attenuation and water quality storage.
- Preparation of the related preliminary design plans (not for construction or permitting) including:
 - Dimensioned roadway plan
 - Paving, grading, drainage plan
 - Utility plan

2.2 Construction Documents

BGE will compute the final coordinate geometry plan based on the Client approval of the design developed in Task 2.1. This computed engineering base map will be provided to the Client for review/approval and will serve as the base map for the preparation of the Construction Plans.

Based on the Client approved base map, BGE will prepare one (1) set of Construction Documents and submittal package in accordance with the primary AHJ Land Development Code (LDC) and other AHJ standards. The submittal package includes the applications, Construction Documents and other supporting information for a single-phase project. It is understood that, if required, supporting materials will be provided by the Client and will include the following: geotechnical analysis/report, and boundary/topographic/tree survey. The Construction Documents completed under this task will include:

- Design of the gravity sewer main extension to serve future adjacent projects based on the AHJ standard details.
- Design of the water main extension to serve future adjacent projects based on the AHJ standard details.
- Preparation of the related construction plans including:
 - Demolition plan
 - Dimensioned roadway plan and profiles
 - Paving, grading, drainage plan
 - Erosion control plan / best management practices (BMP) plans
 - Signage, and striping plan
 - Utility plan and profiles
 - Detailse



Delivered via email to WPoe@ci.zephyrhills.fl.us

May 22, 2023

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

**RE: Task Order 102-23, 6th Ave Stormwater
1.0+/- acres at ~~South~~ ^{6th} Avenue, Zephyrhills, 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 0.7+/- acres, 710 linear foot, stormwater improvement located south of the Zephyrhills City Hall along 6th Avenue and the adjacent alleyway, within the Zephyrhills city limits. Currently, the right-of-way is improved.
- 1.2. The Agencies Having Jurisdiction (AHJ) are:
 - City of Zephyrhills (City)
 - Southwest Florida Water Management District (WMD)
 - Florida Department of Transportation (FDOT)
- 1.3. The project includes 710± lf. of stormwater improvements along 6th Avenue and the adjacent alleyway to the south. This will be designed as a single-phase project (one set of plans). The project will also include roadway and sidewalk improvements. It is assumed that the project will be permitted, constructed, and certified as one phase.
- 1.4. The Client will obtain consultants to provide geotechnical, surveying, and legal services as needed for the project. BGE will coordinate with the Client's consultants and land use attorney as needed to complete the construction plan design and permitting for the project.
- 1.5. The site does appear to have floodplain within the project limits. There do not appear to be wetlands within the project limits. Floodplain compensation and environmental services are not included in this scope.
- 1.6. BGE will address permitting requirements associated with the AHJ.

Serving. Leading. Solving™

BGE, Inc. • 2203 N. Lois Ave, Suite G300 • Tampa, FL 33607 • 813-848-0901 • www.bgeinc.com