



CITY COUNCIL MEETING ZEPHYRHILLS, FLORIDA

**Monday, October 25, 2021
6:00 PM**

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President W. Alan Knight
Roll Call – City Clerk Lori Hillman
Invocation – Alan Knight
Pledge of Allegiance – Council President W. Alan Knight

1. CONSENT ITEMS

1.1 September 27, 2021 Regular Meeting Minutes

1. M09-27-2021
2. M09-27-2021 Form 8B Voting Conflict Councilman Smith

1.2 Approval of Memorandum of Understanding with Pasco County - Opioid Task Force

1. OTF Letter - City of Zephyrhills
2. Opioid Task Force MOU
3. State and Pasco County Proposed MOU - Exhibit A
4. Pasco County CAO21-0808 Resolution No. 21-266 - Exhibit B

1.3 Resolution 785-21 Participation in 11-04-2021 MAP Meeting

RESOLUTION NO. 785-21 - "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, AUTHORIZING THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS TO PARTICIPATE IN A JOINT MEETING OF THE MUNICIPAL ASSOCIATION OF PASCO TO DISCUSS MATTERS OF MUTUAL INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE."

1. Resolution 785-21 Participation in 11-04-2021 MAP Meeting

2. BUSINESS ITEMS/CITY MANAGER'S REPORT

2.1 Approval of FY21-22 Street Resurfacing Piggyback Agreement with Asphalt Paving Systems, Inc. - Lee County, Bid No. B170265/ANB

1. FY21-22 Asphalt Paving Agreement

2.2 Approval of Hercules Park Construction Documents Scope of Services - Kimley-Horn and Associates

1. AGR - Hercules Park - Construction Documents - 20211004 (002)

2. 20211013 - Hercules Park OPC - Concept Plan

2.3 Approval to move the November 22nd Council meeting to November 29th

2.4 Theatre discussion

1. 2110.City of Zephyrhills.38517,19,21,23 5th Avenue.Zephyrhills.No.ref

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

3. NOTED ITEMS

3.1 Kemple Estates Parcel No. 01-26-21-0040-00000-00A0

1. Kemple Estates Parcel No. 01-26-21-0040-00000-00A0

3.2 Kemple Estates Parcel No. 01-26-21-0050-00000-00B0

1. Kemple Estates Parcel No. 01-26-21-0050-00000-00B0

3.3 Kemple Estates Parcel No. 01-26-21-0050-00000-00B2

1. Kemple Estates Parcel No. 01-26-21-0050-00000-00B2

ADJOURN

*** PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to**

participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on September 27, 2021 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting +1 (571) 317-3122 – Access Code: 895-548-581.

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

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Utilities Director John Bostic, Building Official Bill Burgess, Finance Director Ted Beason, HR Director Sandra Amerson, IT Director Mike Panak, Airport Manager Nathan Coleman, Historic Preservation Specialist and Community Planner Audrey McGuire, Water Treatment Plant Operator Eric Martin and Finance Supervisor Jessica Carter.

Pastor Nick DeFord of the First Church of the Nazarene gave the Invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Blue Triton Brands Proclamation

Finance Supervisor Jessica Carter read aloud a proclamation honoring Blue Triton Brands. Human Resources Director Mario Pantoja and Human Resources Generalist Alyssa Rader were present to accept the proclamation from Mayor Whitfield.

1.2 Aviation Proclamation

Finance Supervisor Jessica Carter read aloud a General Aviation Proclamation that was presented to Airport Manager Nathan Coleman by Mayor Whitfield.

2. CONSENT ITEMS

2.1 Award of Bid No. 11-21-06 and Approval of Ajax Paving Industries of Florida, LLC Agreement for the Rehabilitation of Taxiway A – 25-21-06

2.2 Pasco County Library Cooperative Strategic Plan 2021-2024

2.3 Participation in the Street Narcotics Apprehensive Program (SNAP)

2.4 Task Order 2021-01 American Infrastructure Development, Inc.

2.5 FDEP SRF Loan Agreement for the Reclaim Water Line CR54/Wire to Otis Allen/Wire Road

2.6 Fraternal Order of Police Collective Bargaining Contract – Officers/Detectives/SRO's

2.7 Fraternal Order of Police Collective Bargaining Contract – Sergeants

Kenneth Burgess moved to approve the Consent Items. Seconded by Lance Smith. Motion passed unanimously, 4-0.

BUSINESS ITEMS

3. PUBLIC HEARING

3.1 Second Reading **ORDINANCE NO.: 1422-21 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, LEVYING THE MILLAGE RATE FOR FISCAL YEAR 2021-2022 FOR THE CITY OF ZEPHYRHILLS.”**

City Attorney Matthew Maggard read Ordinance No. 1422-21 by title. Finance Director Ted Beason stated the millage rate was set at 6.35, the same rate since 2016, which is considered a 5.34% increase in accordance with Florida Statute 200.065. A public hearing was held and there were no comments from the audience.

Charles Proctor moved to approve Ordinance No. 1422-21 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously, 4-0 at 6:11 p.m.

3.2 Second Reading **ORDINANCE NO.: 1423-21 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA, ADOPTING A BUDGET FOR THE 2021-2022 FISCAL YEAR.”**

City Attorney Matthew Maggard read Ordinance No. 1423-21 by title. A public hearing was held and there were no comments from the audience.

Kenneth Burgess moved to approve Ordinance No. 1423-21 adopting a budget for the 2021-2022 fiscal year on the Second Reading. Seconded by Lance Smith. Motion passed unanimously, 4-0 at 6:13 p.m.

3.3 Second Reading **ORDINANCE NO. 1424-21 - AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF SAID CITY DESCRIBED AS PARCEL 04-26-21-0000-00200-0000, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

Councilman Smith stated a Conflict of Interest and recused himself from voting.

City Attorney Matthew Maggard read Ordinance No.1424-21 by title. A public hearing was held and there were no comments from the audience.

Kenneth Burgess moved to approve Ordinance No. 1424-21 on the Second Reading. Seconded by Charles Proctor. Motion passed unanimously, 3-0.

Councilman Smith returned to the dias.

3.4 Second Reading **ORDINANCE NO. 1425-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA ANNEXING ADDITIONAL TERRITORY TO BE INCLUDED WITHIN THE BOUNDARIES OF THE CITY OF ZEPHYRHILLS DESCRIBED AS PARCEL 35-25-26-21-0010-06800-0010, IN ACCORDANCE WITH SECTION 171.044, FLORIDA STATUTES, AS AMENDED."**

City Attorney Matthew Maggard read Ordinance No.1425-21 by title. A public hearing was held and there were no comments from the audience.

Charles Proctor moved to approve Ordinance No. 1425-21 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously, 4-0.

3.5 Second Reading **ORDINANCE NO. 1426-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM COUNTY RES-6 TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM COUNTY AR TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 1.75 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0010; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1426-21 by title. A public hearing was held and there were no comments from the audience.

Kenneth Burgess moved to approve Ordinance No. 1426-21 on the Second Reading. Seconded by Lance Smith. Motion passed unanimously, 4-0.

3.6 Second Reading **ORDINANCE NO. 1427-21 – “AN ORDINANCE OF THE CITY OF ZEPHYRHILLS, FLORIDA, PROPOSING AN AMENDMENT TO THE CITY’S COMPREHENSIVE PLAN, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT TO THE FUTURE LAND USE MAP CHANGING FROM CITY RE TO CITY RU (RESIDENTIAL URBAN) AND THE ZONING DESIGNATION FROM CITY ER TO CITY R4 (MULTI-FAMILY RESIDENTIAL) FOR APPROXIMATELY 2.06 ACRES OF REAL PROPERTY HAVING THE PARCEL IDENTIFICATION NUMBER 35-25-21-0010-06800-0000; AND PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEO, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE."**

City Attorney Matthew Maggard read Ordinance No. 1427-21 by title. A public hearing was held and there were no comments from the audience.

Lance Smith moved to approve Ordinance No. 1427-21 on the Second Reading. Seconded by Charles Proctor. Motion passed unanimously, 4-0.

3.7 Second Reading **ORDINANCE NO. 1429-21 – “AN ACT TO BE ENTITLED AN ORDINANCE BY THE CITY OF ZEPHYRHILLS ESTABLISHING STANDARDS RELATING TO THE MANAGEMENT OF STORM SEWER SYSTEM DISCHARGES AND ENHANCING THE QUALITY OF SURFACE AND GROUND WATER RESOURCES; PROVIDING FOR A SHORT TITLE; PROVIDING FOR FINDING OF FACTS; ESTABLISHING APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE CONTROL OF STORMWATER DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) AND WATERS OF THE UNITED STATES; PROVIDING FOR THE CONTROL OF DISCHARGE OF STORMWATER FROM INDUSTRIAL ACTIVITIES AND CONSTRUCTION SITES; PROVIDING FOR THE CONTROL OF POLLUTANT CONTRIBUTION FROM INTERCONNECTED MUNICIPAL SEPARATE STORM SEWER SYSTEMS; PROVIDING FOR THE CONTROL OF NON-STORMWATER DISCHARGES; PROHIBITING ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR REPORTING AND CONTROL OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS TO THE CITY’S MUNICIPAL SEPARATE STORM SEWER SYSTEM AND U.S. WATERS; PROVIDING AUTHORITY TO PERFORM INSPECTIONS AND MONITORING FOR COMPLIANCE; PROVIDING FOR MAINTENANCE OF CONTROL STRUCTURES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ENFORCEMENT, PENALTIES AND PROCEEDINGS FOR INJUNCTION; PROVIDING FOR REPEALER OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1429-21 by title. A public hearing was held and there were no comments from the audience.

Lance Smith moved to approve Ordinance No.1429-21 on the Second Reading. Seconded by Kenneth Burgess. Motion passed unanimously, 4-0.

CITIZEN COMMENTS

Spoke from the floor: Jerry L. Dolinger, Sr. – 38525 Camden Avenue – Zephyrhills, FL
Mr. Dolinger voiced his concern with the City annexing property located directly behind his house (Pretty Pond Road and Wire Road) and putting in a retention pond which may cause additional flooding. He requested a fence be erected for privacy from the newly built townhouses and protection from flooding since his property has flooded twice previously due to a lack of drainage. He also questioned if a traffic light was planned for Wire Road and Pretty Pond Road to accommodate the traffic associated with 49 new townhouses.

Spoke from the floor – William Pena – 38517 Camden Avenue – Zephyrhills, FL
Mr. Pena said he agrees with what Mr. Dolinger said.

Spoke from the floor: Philendo Dolinger - 38525 Camden Avenue – Zephyrhills, FL
Ms. Dolinger said her home has flooded once since December of last year and the flooding problem needs to be addressed.

City Manager William Poe said staff will work with the developer to install a fence and has discussed drainage concerns and stormwater issues with Pasco County staff and project engineers to find a solution. He said staff is working closely with Pasco County to determine the best solution for the Pretty Pond Road and Wire Road intersection. He requested each party leave their contact information with Jessica Carter.

MAYOR ANNOUNCEMENTS – N/A

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said a Stormwater Master Plan Workshop is scheduled for November 1st from 5:00 p.m. – 7:00 p.m. and the Economic Summit will be held at City Hall on October 13th from 9:00 a.m. to 12:00 p.m.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Burgess reminded Council and staff to sign up to work the October 8th concession stand for the Zephyrhills High School football game since Council Vice President Wilkeson and Councilman Proctor will not be able to attend.

Councilman Smith mentioned the passing of Sonny Maggard and extended condolences to City Attorney Matthew Maggard and his family. He told a story where years ago, northerners traveling home would stop at a faucet off U.S. 301 to fill up gallon jugs with water before heading north. He said his grandfather was an old timer and thought Don Robinson was nuts for opening a plant to sell water.

Councilman Proctor – N/A

Council Vice President Wilkeson referred to Councilman Smiths' story and said she remembers people with jugs filling up out of a spicket and her father explaining to her that in other parts of the county, they don't have such great water. She extended condolences to Councilman Smith for the loss of his sister and recognized Main Street Director Faith Wilson for her hard work with Main Street events. She said staff needs to rethink Founder's Day this year with the rescheduling of the BBQ & Blues event that has presented a conflict.

4. NOTED ITEMS:

4.1 SunTrust Funds Transfer Authorized Senders

Meeting adjourned: 6.38 p.m.

Submitted by Lori L. Hillman (not present at September 27, 2021 meeting).

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Smith Lance Alan		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Council, City of Zephyrhills	
MAILING ADDRESS 6426 Huntington Dr.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Zephyrhills	COUNTY Pasco	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY NAME OF POLITICAL SUBDIVISION: City of Zephyrhills	
DATE ON WHICH VOTE OCCURRED 9/27/21		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lance Alan Smith, hereby disclose that on 9/27/, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

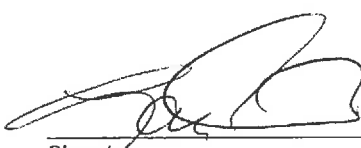
(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am the real estate agent for the Marianne Simons Trust and have a pending sale on the property being annexed and re-zoned.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

10/5/21

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CONSENT ITEMS 1.2

Approval of Memorandum of Understanding with Pasco County - Opioid Task Force

Issue:

Pasco County entered into a MOU with the State of Florida to become a Qualified County to receive funding to help fight the opioid epidemic. The MOU requires Pasco County to create a local Task Force that includes a representative from Pasco County Fire Rescue, Pasco County Schools, Pasco County Sheriff, Pasco County Public Services, two municipalities, Pasco Health Department, two people with subject matter expertise, the Chief Judge of the Sixth Judicial Circuit, Pasco Alliance for Substance Abuse, and a retired subject matter expert.

The task force will have a voice in the creation of an abatement plan to identify current programs and strategies being used to address the opioid epidemic and provide treatment to our citizens, and to effectively allocate any regional settlement funds received by Pasco County in its role as a "Qualified County" that may result from the litigation, to best serve all citizens within the geographic boundaries of Pasco County.

The Task Force will meet at least quarterly to study and analyze data related to the opioid epidemic and evaluate existing and future uses of any settlement funds recovered by litigation. Chief Brewer will be the city representative on the task force.

Background:

On August 24, 2021, the Pasco County Board of County Commissioners approved Resolution 21-266, effectively creating the Pasco County Opioid Task Force. The Task Force will act as an advisory board with the intent of advising the BCC regarding the expenditure of any regional funding received by Pasco County in its role as a Qualified County from the National Prescription Opiate Litigation. The advisory board will enable the commission to use any regional settlement funds to best serve all citizens within the geographic boundaries of Pasco County and to ensure the County meets the requirements of a "qualified county" to receive funding.

Attachment(s):

1. OTF Letter - City of Zephyrhills
2. Opioid Task Force MOU
3. State and Pasco County Proposed MOU - Exhibit A
4. Pasco County CAO21-0808 Resolution No. 21-266 - Exhibit B

Fiscal Impact:

No fiscal is expected at this time.

Staff Recommendation:

Motion to approve the Opioid Task Force Memorandum of Understanding with Pasco County.



September 2, 2021

Ms. Debbie L. Manns, City Manager
City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652

Mr. William C. Poe, Jr., City Manager
City of Zephyrhills
5335 8th Street
Zephyrhills, Florida 33542

RE: Pasco County Opioid Task Force - Presentation

Dear Ms. Manns and Mr. Poe:

On August 24, 2021, the Pasco County Board of County Commissioners (BCC) approved Resolution 21-266, effectively creating the Pasco County Opioid Task Force. The Task Force will act as an advisory board with the intent to advise the BCC regarding the expenditure of any Regional Funding received by Pasco County in its role as a Qualified County from the National Prescription Opiate Litigation. This advisory board will also enable the commission to use any regional settlement funds to best serve all citizens within the geographic boundaries of Pasco County and to ensure that the County meets the requirements to be considered a “qualified county” to receive Regional Funding pursuant the proposed Memorandum of Understanding (MOU). In our efforts to properly move forward with this process, we are asking for a representative from your organization, specifically a subject-matter expert, to form part of this Task Force. Attached to this letter, you will find a copy of the MOU and Resolution 21-266 detailing the membership and requirements for this advisory board.

We will be hosting an initial meeting for the members of the Task Force and the public to become acquainted with the work ahead. As such, we would ask if you or your designee are available to attend the Pasco County Opioid Task Force, during a morning session based on the topics mentioned above. The meeting is scheduled for 9:00 a.m. to 11:00 a.m. on October 8, 2021. The location of the meeting will be at the West Pasco Government Center in the Board Room on the first floor.

As stipulated on Resolution 21-266, we are asking each city to submit one representative as defined by the proposed MOU, or its designee. Each municipality will alternate two-year terms to serve as members of the Opioid Task Force (i.e., City A representative serves during years 1, 2, 5, 6 ..., and City B representative serves during years 3, 4, 7, 8 ...).

We would appreciate it if you would confirm your participation in the meeting by contacting Lori Bushway, Administrative Assistant, lbushway@mypasco.net or via telephone at (727) 847-2411, Ext. 2888 or April Anderson,

PUBLIC SERVICES BRANCH

727.834.3480 | Public Services Administration | 8600 Galen Wilson Boulevard | Port Richey, FL 34668

Administrative Assistant, aanderson@mypasco.net or via telephone at (727) 834-3287. Additional information, along with a copy of the agenda for the day, will be forwarded to you closer to the meeting date.

Should you need further information, please do not hesitate to contact me.

Sincerely,



Cathy Pearson

Assistant County Administrator – Public Services

Enclosures:

1. Memorandum of Understanding
2. Resolution 21-266

CC: Dan Biles, P.E., County Administrator
Jeffrey Steinsnyder, County Attorney
Cathy Pearson, Asst. County Administrator, Public Services

PUBLIC SERVICES BRANCH

727.834.3480 | Public Services Administration | 8600 Galen Wilson Boulevard | Port Richey, FL 34668

**INTERLOCAL AGREEMENT GOVERNING USE OF PASCO COUNTY REGIONAL
OPIOID SETTLEMENT FUNDS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into, by and between Pasco County, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of Zephyrhills, hereinafter referred to as the “City.”

Witnesseth

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics (“opioids”) and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Pasco County and the municipalities therein are not immune from this nationwide crisis; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract mis-information about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Pasco County and within certain municipalities within Pasco County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the “defendants”, to hold the defendants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, the City of New Port Richey, a municipality within Pasco County, deemed the opioid crisis significant enough to secure litigation counsel and individually filed suit against the defendants; and

WHEREAS, the lawsuit filed by New Port Richey and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number 1:17-MD-2804 (hereinafter “MDL Litigation”; and

WHEREAS, as a result of the MDL Litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter “Attorney General”) anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Litigation plaintiffs, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the “State MOU”), as currently drafted, divides settlement funds into three portions designated as City/County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The current draft of the State MOU is attached hereto as Exhibit A, and Pasco County’s Resolution 21-250 approving in concept the State MOU is attached as Exhibit B, both Exhibit A and Exhibit B are incorporated herein by reference; and

WHEREAS, the parties recognize that local control over Settlement funds is in the best interest of all persons within the geographic boundaries of Pasco County and ensures that Settlement funds are available and used to address opioid-related impacts within Pasco County and are, therefore, committed to the County qualifying as a “Qualified County” and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, the State MOU requires that in order for Pasco County to become a “Qualified County” eligible to receive Regional Funding, there must be an interlocal agreement among Pasco County and a “majority” of the “Municipalities” as those terms are defined in the State MOU; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Pasco County is a “Qualified County” to receive Regional Funding pursuant to the State MOU;

WHEREAS, Pasco County and the City of New Port Richey have filed suit against some manufacturers and distributors of opioids; the Florida Attorney General has also filed suit; and

WHEREAS, in August 2021, the Pasco County Board of County Commissioners created by resolution a collaborative body to be known as the Pasco County Opioid Task Force to serve in the capacity as an advisory board to the County Commission regarding the expenditure of any settlement awards resulting from the litigation to enable it to utilize any such funds to best serve all citizens within the geographic boundaries of Pasco County; and

WHEREAS, municipalities within the geographical boundaries of Pasco County will have a representative on the Opioid Task Force (alternating two-year terms by a representative of the

two largest Municipalities as defined in the MOU), and will therefore have a “voice” in the creation of an abatement plan to identify current programs and strategies being used to address the opioid epidemic and provide treatment to our citizens, and to effectively allocate any Regional settlement funds received by Pasco County in its role as a “Qualified County” that may result from the litigation, to best serve all citizens within the geographic boundaries of Pasco County; and

WHEREAS, the Opioid Task Force will meet at least quarterly to study and analyze data related to the opioid epidemic and evaluate existing and future uses of any settlement funds recovered from the litigation.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. DEFINITIONS

- A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.
- B. “Pasco County Regional Funding” shall mean the amount of the Regional Funding paid to Pasco County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Pasco County to become a Qualified County and directly receive Pasco County Regional Funding; and
- B. Execution of all documents necessary to effectuate the State MOU in its final form; and
- C. Pasco County being determined by the State of Florida to qualify as a “Qualified County” to receive Regional Funding under the State MOU; and

D. Filing of this Agreement with the Clerk of the Circuit Court for Pasco County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Interlocal Agreement may be executed in multiple counterparts, all of which taken together shall constitute the document.

Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (1) year after the expenditure of all Pasco County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

Section 5. USE OF SETTLEMENT PROCEEDS

Pasco County Regional Funding will be used in accordance with the requirements of the State MOU, which will include consideration of the abatement strategic plan developed by and recommendations of the Opioid Task Force.

Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the “Regional Funds” remitted pursuant to the State MOU and, therefore County staff will support the Opioid Task Force and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted

annually from the amount of available Pasco County Regional Funds, and the remaining Pasco County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT SPENDING AND REPORTING REQUIREMENTS

To the extent that local governmental entity receives Pasco County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Pasco County Regional Funds. Pasco County, in its role as Qualified County receiving Regional Funds that are appropriated for use by another local governmental entity, is merely a “pass-through” vehicle for such funds, and the responsibility to spend Regional Funds received on eligible programs and expenses is that of the receiving local government and not Pasco County, Florida.

Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Pasco County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement from expected settlement funds. If Regional Funds are not received by the County for any or all of this Agreement for a new fiscal period, the County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which Regional Funds were

received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Task Force and adopted by the BCC.

Section 9. INDEMNIFICATION

The City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement. Pasco County, Florida, is not responsible for the failure of the City to spend funds for Approved Purposes and in accordance with the allocation of such funds by Pasco County in its role as a Qualified County. To the extent allowed by law, the City indemnifies and will defend Pasco County, Florida, with respect to any legal challenge of any nature related to the City's receipt and/or use of settlement funds, including any Regional Funds received by the City through and/or from Pasco County.

Section 10. SEVERABILITY

If any item or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the further application of such terms or provision, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 11. AMENDMENTS TO AGREEMENT

This Agreement, or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement, or any amendment thereto, shall be deemed adopted upon the date of execution by each authorized representative and filing in the official records of Pasco County Florida.

Section 12. FILING OF AGREEMENT

This Interlocal Agreement shall be filed by the County in the official records of Pasco County, Florida, within ten (10) days of its execution by all parties hereto.

Section 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce the Agreement shall be held in the Sixth Judicial Circuit in and for Pasco County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity, or by statute or otherwise. No exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14. COMPLETE AGREEMENT; MODIFICATIONS TO AGREEMENT

This Agreement sets forth the entire agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Agreement may be modified, superseded, or otherwise altered, except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on their behalf by their respective representatives, each such representative having been first duly authorized so to act as of the date of execution of this Agreement which is effective the last day and year entered below.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Lori L. Hillman, City Clerk

By: _____
W. Alan Knight, Council President

Approved as to Legal Form and Content

Matthew E. Maggard, City Attorney

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**

**NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER**

RONALD E. OAKLEY, CHAIRMAN

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.
10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].¹

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

¹ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:²

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

² As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, ESTABLISHING THE TERMS, COMPOSITION, MEMBERSHIP, AND QUORUM REQUIREMENTS FOR THE “PASCO COUNTY OPIOID TASK FORCE,” AND DESIGNATING THE CHAIR AND VICE-CHAIR FOR THE TASK FORCE.

WHEREAS, on August 10, 2021, the Board of County Commissioners of Pasco County, Florida (“the BCC”) created the “Pasco County Opioid Task Force;” and

WHEREAS, the task force is to operate in the form of an advisory board, with its purpose to advise the BCC regarding the expenditure of any Regional Funding received by Pasco County, Florida, in its role as a Qualified County from the National Prescription Opiate Litigation; to enable the commission to use any regional settlement funds to best serve all citizens within the geographic boundaries of Pasco County; and to ensure Pasco County meets the requirements under the proposed MOU to be considered a “qualified county” to receive Regional Funding pursuant to the proposed MOU; and

WHEREAS, the BCC also directed the task force to immediately develop an abatement plan that identifies strategies currently being utilized to respond to the opioid epidemic, and present the plan to the BCC for adoption by the Board prior to December 1, 2021; and

WHEREAS, the BCC on August 10, 2021, resolved that the composition and membership of the task force would be established by a separate resolution.

NOW, THEREFORE, BE IT RESOLVED BY PASCO COUNTY, FLORIDA:

SECTION 1. Pasco County Opioid Task Force membership shall be comprised of the following members appointed for two-year terms:

1. The Pasco County Fire Rescue Fire Chief or his/her designee;
2. The Pasco County Superintendent of Schools or his/her designee;
3. The Pasco County Sheriff, or his/her designee;
4. The Pasco Assistant County Administrator for the Public Services Branch, or his/her designee;
5. One representative of either of the county’s two (2) “Municipalities,” as defined by the proposed MOU, or its designee. These two Municipalities shall alternate two-year terms (i.e., City A representative serves during years 1, 2, 5, 6..., and City B representative serves during years 3, 4, 7, 8...);

6. The Director of the Florida Department of Health Pasco County, or his/her designee;
7. A person with subject matter expertise in public health or addiction, who is employed by a provider of opioid-related services in Pasco County, who is nominated to the task force by the County Administrator and appointed by the Pasco County Board of County Commissioners;
8. A person with subject matter expertise in public health or addiction, who is employed by a hospital system operating in Pasco County, who is nominated to the task force by the County Administrator and appointed by the Pasco County Board of County Commissioners; and
9. The Chief Judge of the Sixth Judicial Circuit or his/her designee; and
10. One representative from Pasco Alliance for Substance Addition Prevention (Pasco ASAP), or its designee; and
11. A person with subject matter expertise in public health or addiction, who is retired, who is nominated to the task force by the County Administrator and appointed by the Pasco County Board of County Commissioners.

Six (6) members shall constitute a quorum of the task force, and a majority of the quorum shall be required for action to be taken. In the case of a tie vote, it shall be reported as such to the Board of County Commissioners. If a member misses two (2) consecutive meetings, the task force members shall consider at the second missed meeting whether that member should be replaced. If a majority (or an even number of members in the event of a split vote) of the task force members present find that the absent member should be replaced, the task force shall recommend replacement of that member to the Board of County Commissioners. For the first year, the Pasco County representative and the Pasco Sheriff's representative shall serve as Chair and Vice-Chair, respectively. Thereafter, the membership shall elect a Chair and Vice-Chair from its members.

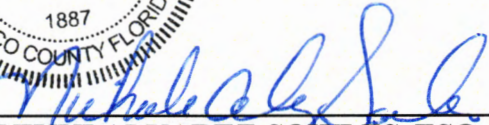
SECTION 2. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 3. The Clerk is hereby directed to furnish a certified copy of this Resolution to the Florida Association of Counties, the Pasco County Attorney's Office, and to Attorney General Ashley Moody, c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

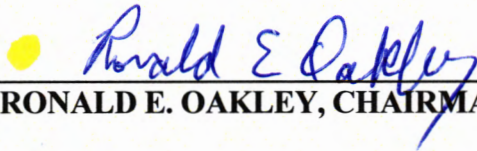
DONE AND RESOLVED in regular session, with a quorum present and voting this 24th day of August, 2021.





NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

**BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**



RONALD E. OAKLEY, CHAIRMAN

APPROVED
IN SESSION

AUG 24 2021

PASCO COUNTY
BCC

RESOLUTION NO. 785-21

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

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

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

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

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

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

Section 1. Pursuant to Section 166.0213, Florida Statutes, the City Council of the City of Zephyrhills, Florida, is hereby authorized to participate in a joint meeting with the Municipal Association of Pasco on November 4, 2021, at 6:30 p.m. at Catches Waterfront Grille – 7811 Bayview Street – Port Richey, FL 34668.

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

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

The foregoing Resolution No. 785-21 was read and passed in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 25th day of October, 2021.

Attest: _____
Lori L. Hillman, City Clerk

W. Alan Knight, Council President

The foregoing Resolution No. 785-21 was approved by me this 25th day of October, 2021.

Gene Whitfield, Mayor

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

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/CITY MANAGER'S REPORT 2.1

Approval of FY21-22 Street Resurfacing Piggyback Agreement with Asphalt Paving Systems, Inc. - Lee County, Bid No. B170265/ANB

Issue:

City Council will consider the approval of a construction agreement prepared by the City Attorney for FY21-22 Street Resurfacing. Re: “Piggyback” bid with Lee County, Bid No. B170265/ANB. The purchasing agent for compliance has reviewed this “piggyback bid”.

Background:

The FY 21-22 Street Resurfacing includes the following streets:

1. 14th Avenue – 1st Street to DE West
2. 9th Avenue– US 301 to 1st Street
3. 10th Street – North Avenue to 12th Avenue
4. Lincoln Avenue – Airport Road to Parker Street
5. Parker Street – Lincoln Avenue to Kennedy Avenue
6. Kennedy Avenue – Airport Road to Parker Street
7. King Street – Lincoln Avenue to Kennedy Avenue
8. Freefall Avenue – Chancey Road to DE West
9. 13th Street – North Avenue to 16th Street
10. “B” Avenue – 8th Street to 20th Street
11. 23rd Street – 6th Avenue to Heights Avenue
12. Park Drive – 5th Avenue to 5th Avenue
13. Pretty Pond Road – Greenslope Drive to new construction match line.
14. 17th Street – 5th Avenue to North Avenue
15. Fort King Road – North Avenue to 15th Avenue ROW
16. 16th Avenue – US 301 to Fort King Road
17. Airtime Avenue – Skydive Lane to DE East
18. Skydive Lane – Freefall Avenue to ROW Gate South
19. Sun Path Avenue – Skydive Lane to DE West
20. Flight Line Avenue – Skydive Lane to DE West
21. Greenslope Drive – Daughtery Road to Kossik Road
22. “A” Avenue – 20th Street to Alley West of 8th Street
23. 9th Street – South Avenue to “C” Avenue

24. 13th Avenue – 14th Street to 8th Street

Water Park Parking Area – North & South Side

Attachment(s):

1. FY21-22 Asphalt Paving Agreement

Fiscal Impact:

The FY21-22 Street Resurfacing to be performed by Asphalt Paving Systems, Inc. 9021 Wire Road Zephyrhills, FL 33540. Not to exceed \$598,572.07

Staff Recommendation:

The City Manager and Public Works Director recommend the approval of this construction agreement as presented.



September 28, 2021

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Mr. Robert Capoferri
Asphalt Paving Systems, Inc.
P.O. Box 530
Hammonton, NJ 08037

Subject: Extension of Annual Contract No. B170265ANB
Alternative Paving Methods

Dear Mr. Capoferri:

This is to inform you that Lee County agrees to extend the above subject contract for an additional 6 month period, from 9/5/21 through 2/27/22.

We are hereby extending the annual contract for an additional 6 month period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



Procurement Management Division
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Notice of Extension

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

July 20, 2021

Mr. Robert Capoferri
Asphalt Paving Systems, Inc.
P.O. Box 530
Hammonton, NJ 08037

Re: Extension of Annual Contract No. B170265ANB
Alternative Paving Methods

Dear Mr. Capoferri:

Lee County Board of County Commissioners (County) and Asphalt Paving Systems, Inc. (Vendor), by execution of this Notice of Extension, have both agreed to the First extension of the above referenced contract/agreement for the period of September 5, 2021 through February 27, 2022, up to six (6) months at the agreed upon terms and conditions.

The issuance of the purchase order is done with the understanding that all provisions in the solicitation are binding, establishing a contractual obligation by both the County and the Vendor.

If this extension is acceptable, please acknowledge by signing and returning a copy of this letter with a copy of your current Certificate of Insurance to my attention.

Please return an executed copy of this letter and current Certificate of Insurance by Wednesday, August 04, 2021. If you have any questions, please contact me at (239) 533-8871 or kurban@leegov.com.

Lee County


Signature of Authorized Official
Mary G. Tucker, CPPO, CPPB

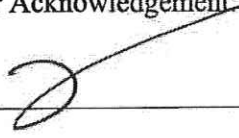
Print Name

Director of Procurement Management
Title

Date

9-27-21

Vendor Acknowledgement:


Signature

Robert Capoferri
Print Name

President
Title

7/21/2021
Date

**AGREEMENT FOR
ALTERNATIVE PAVING METHODS**

THIS AGREEMENT FOR ONGOING ALTERNATIVE PAVING PROJECTS ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Asphalt Paving Systems, Inc., a New Jersey corporation authorized to do business in the State of Florida, whose address is 9021 Wire Road, Zephyrhills, FL 33540, and whose Federal tax identification number is 22-3787755, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County intends to purchase construction services related to Alternative Paving Methods from the Contractor for specific projects as determined by the County (the "Purchase"); and,

WHEREAS, the County issued a solicitation, B170265/ANB on April 7, 2017; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision Bid Action on June 6, 2017; and,

WHEREAS, the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

WHEREAS, the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

- A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year on an "as needed" basis. The Agreement may be renewed for up to three (3) additional one (1) year periods upon mutual written agreement of the County and the Contractor.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

III. COMPENSATION AND PAYMENT

- A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County must pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Contractor must submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments must be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation must be agreed upon before commencement of any additional services or provision of additional product(s) and must be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONTRACTOR'S INSURANCE

- A. Contractor must procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Contractor must, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and must not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. PERFORMANCE AND PAYMENT BOND(S)

The Contractor must procure performance and payment bond(s) in accordance with Exhibit D.

IX. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The

Contractor will be solely responsible for providing benefits and insurance to its employees.

X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Contractor must ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement must comply with the terms set forth in this Agreement.
- C. The Contractor specifically agrees that all products must be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor must promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor must conduct no activity or provide any service that is unlawful or offensive.

XIII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all

Contractors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order must be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor must not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

XVI. CONTRACTOR WARRANTY

- A. All products provided under this Agreement must be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor must pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor must refund to the County any money which has been paid for same.
- C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Contractor must not assign any interest in this Agreement and must not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such

transfer or assignment due to bankruptcy must be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement must be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Contractor is comprised of more than one legal entity, each entity must be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Robert Capoferri
 Title: President
 Address: 9021 Wire Road
Zephyrhills, FL
33540
 Telephone: 813-788-0010
 Facsimile: 813-788-0020
 E-mail: ~~Ponderosamark@hotmail.com~~
JackieAPS@outlook.com
DGannon@gmail.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Supplemental Task Authorization(s)
 - 2. Agreement
 - 3. County's Purchase Order
 - 4. Solicitation # B170265/ANB
 - 5. Contractor's Submittal in Response to Solicitation # B170265/ANB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Asphalt Paving Systems, Inc.

Signed By: Kenneth Messina

Signed By: _____

Print Name: Kenneth Messina
Secretary

Print Name: Robert Capoferri

Title: President

Date: 7/12/2017

LEE COUNTY

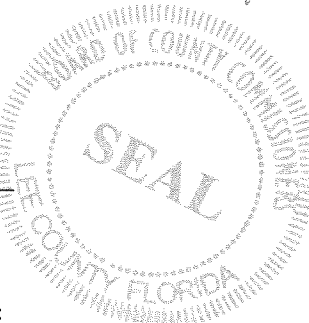
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John Manning
CHAIR

DATE: 9/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Melissa Butler
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: L. C. Lira
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

Contractor shall provide Alternative Paving services in accordance with Lee County Solicitation No. B170265/ANB and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations

The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B170265/ANB and this Agreement.

B. Award of Supplemental Task Authorizations

As provided by Solicitation No. B170265/ANB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

1. Each project/task order will not exceed \$500,000.00.

- 1.1. Any project/task order **\$50,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, with the lowest unit prices, able to meet the required schedule.
- 1.2. Any project/task order **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid.
- 1.3. Any project/task order **over \$100,000.00** must provide a payment and performance bond.
- 1.4. No vendor will be paid more than **\$4,000,000.00 per year**.
- 1.5. **Notice to Proceed (NTP)**
 - 1.5.1. All project/task order **\$50,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.
 - 1.5.2. Projects **\$50,000.01 but less than \$500,000.00** will have a **formal NTP issued through the Procurement Management Division**.
- 1.6. The County retains the right to select any vendor to whom a multiple-vendor award has been made.
- 1.7. The County retains the right to separately and competitively bid any and all job estimates greater than \$500,000.00.

- Any project/task with a total cost of **\$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of three (3) of the**

EXHIBIT A SCOPE OF SERVICES

approved firms holding a valid contract under Solicitation No. B170265/ANB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B170265/ANB and as further described in any Supplemental Task Authorizations issued under this Agreement.

D. PRICING

Consumer Price Index (CPI): Contract prices for equipment and/or service will remain firm through the first contract year. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, no price increase will be accepted. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Miami Area. No retroactive contract price adjustments will be allowed.

EXHIBIT B FEE SCHEDULE

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B170265/ANB, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

			<i>Asphalt Paving Systems, Inc.</i>	
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>Quantity</u>	<u>Price</u>
101-1	Mobilization	%	1	5.00%
102-1	Maintenance of Traffic	%	1	5.00%
104-12	Staked Silt Fence	50-500	LF	\$2.00
104-12	Staked Silt Fence	501-1000+	LF	\$1.25
110-1-1	<i>Clearing and Grubbing</i>	1	AC	\$7,500.00
110-1	Curb and Gutter Removal	25-250	LF	\$30.00
110-1	Curb and Gutter Removal	251-500+	LF	\$15.00
110-2	Miscellaneous Concrete Removal	50-500	SY	\$8.00
110-2	Miscellaneous Concrete Removal	501-1000+	SY	\$5.00
110-3	Existing Pipe Removal	10-200	LF	\$25.00
110-3	Existing Pipe Removal	201-500+	LF	\$18.00
110-4	Removal of Existing Pavement	20-500	SY	\$7.00
110-4	Removal of Existing Pavement	501-1000+	SY	\$5.00
120-1	Roadway Excavation	201-500	CY	\$25.00
120-1	Roadway Excavation	501-1000+	CY	\$20.00

EXHIBIT B FEE SCHEDULE

120-4	Swale Grading	20-200	LF	\$20.00
120-4	Swale Grading	201-500+	LF	\$12.50
120-6	Embankment (Truckload)	1-200	CY	\$40.00
120-6	Embankment (Truckload)	201-500+	CY	\$30.00
280-2	Asphaltic Base Course	20-200	TN	\$175.00
280-2	Asphaltic Base Course	201-500	TN	\$120.00
280-2	Asphaltic Base Course	501-1000+	TN	\$95.00
327-1	Milling of Existing Asphalt (2" +/-)	50,000 +	SY	\$3.50
327-2	Milling of Existing Asphalt (2" +/-)	10,000 to 50,000	SY	\$5.50
331-1	Type III Asphaltic Concrete	20-200	TN	\$180.00
331-1	Type III Asphaltic Concrete	201-500	TN	\$135.00
331-1	Type III Asphaltic Concrete	501-1000+	TN	\$105.00
333-1	Asphaltic Concrete Type "S-1"	20-200	TN	\$180.00
333-1	Asphaltic Concrete Type "S-1"	201-500	TN	\$135.00
333-1	Asphaltic Concrete Type "S-1"	501-1000+	TN	\$105.00
333-2	Asphaltic Concrete Type "S-3"	20-200	TN	\$180.00
333-2	Asphaltic Concrete Type "S-3"	201-500	TN	\$135.00
333-2	Asphaltic Concrete Type "S-3"	501-1000+	TN	\$105.00
425-1	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$250.00
425-1	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$200.00
425-1	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$125.00
425-2	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$150.00
425-2	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$100.00

**EXHIBIT B
FEE SCHEDULE**

425-2	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$85.00
430-2	18" RCP CD - CLASS III	1-200	LF	\$125.00
430-2	18" RCP CD - CLASS III	201-500+	LF	\$70.00
520-1	Type "A" Curb	10-25	LF	\$60.00
520-1	Type "A" Curb	26-50+	LF	\$45.00
520-2	Type "B" Curb	10-25	LF	\$60.00
520-2	Type "B" Curb	26-50+	LF	\$45.00
520-3	Type "D" Curb	10-25	LF	\$60.00
520-3	Type "D" Curb	26-50+	LF	\$45.00
520-4	Type "E" Curb	10-25	LF	\$55.00
520-4	Type "E" Curb	26-50+	LF	\$40.00
520-5	Type "F" Curb	10-25	LF	\$55.00
520-5	Type "F" Curb	26-50+	LF	\$40.00
522-2	Concrete Sidewalk - (6" thickness)	20-100	SY	\$100.00
522-2	Concrete Sidewalk - (6" thickness)	101-250+	SY	\$60.00
527-2	Detectable Warning Surfaces (Inset) *	10-50	SF	\$50.00
527-2	Detectable Warning Surfaces (Inset) *	51-100+	SF	\$35.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	10-50	SF	\$50.00
527-3	Det. Warning Surf. (Screwdown Retro-Fit)	51-100	SF	\$35.00
575-1	Sodding (Bahia)	100-500	SY	\$5.25
575-1	Sodding (Bahia)	501-1000+	SY	\$2.75
575-2	Sodding (Floritam)	100-500	SY	\$5.85
575-2	Sodding (Floritam)	501-1000+	SY	\$2.75

EXHIBIT B FEE SCHEDULE

660-2102	Loop Assembly, F&I - Type B	1	AS	\$2,750.00
706-1	Reflective Pavement Markings (RPM's)	20-60	EA	\$7.50
706-1	Reflective Pavement Markers (RPM's)	61-100+	EA	\$6.00
710-1	6" Solid Traffic Stripe (paint)	1-200	LF	\$4.50
710-1	6" Solid Traffic Stripe (paint)	201-500	LF	\$1.00
710-1	6" Solid Traffic Stripe (paint)	501-1000+	LF	\$0.50
710-2	12" Solid Traffic Stripe (paint)	1-25	LF	\$10.00
710-2	12" Solid Traffic Stripe (paint)	26-50	LF	\$4.00
710-2	12" Solid Traffic Stripe (paint)	51-100+	LF	\$2.75
710-3	18" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-3	18" Solid Traffic Stripe (paint)	26-50	LF	\$6.00
710-3	18" Solid Traffic Stripe (paint)	51-100+	LF	\$4.00
710-4	24" Solid Traffic Stripe (paint)	1-25	LF	\$12.00
710-4	24" Solid Traffic Stripe (paint)	26-50	LF	\$5.50
710-4	24" Solid Traffic Stripe (paint)	51-100+	LF	\$4.50
710-5	6" Skip Traffic Stripe (paint)	1-200	LF	\$2.50
710-5	6" Skip Traffic Stripe (paint)	201-500	LF	\$0.95
710-5	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$0.55
710-6	6" Dotted Guide Lines (paint)	1-50	LF	\$1.50
710-6	6" Dotted Guide Lines (paint)	51-100	LF	\$1.25
710-6	6" Dotted Guide Lines (paint)	101-150+	LF	\$0.95
710-7	Directional Arrows (Paint)	1	EA	\$75.00
710-8	Pavement Messages (Paint)	1	EA	\$90.00

EXHIBIT B FEE SCHEDULE

710-9	8" Solid Traffic Stripe (Paint)	1-200	LF	\$5.00
710-9	8" Solid Traffic Stripe (Paint)	201-500	LF	\$1.25
710-9	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$0.75
711-1	6" Solid Stripe/Extru. Thermo	1-200	LF	\$10.00
711-1	6" Solid Stripe/Extru. Thermo.	201-500	LF	\$4.25
711-1	6" Solid Stripe/Extru. Thermo.	501-1000+	LF	\$1.25
711-2	12" Solid Stripe/Extru. Thermo	1-25	LF	\$20.00
711-2	12" Solid Stripe/Extru. Thermo.	26-50	LF	\$11.00
711-2	12" Solid Stripe/Extru. Thermo.	51-100+	LF	\$4.50
711-3	18" Solid Stripe/Extru. Thermo	1-25	LF	\$25.00
711-3	18" Solid Stripe/Extru. Thermo.	26-50	LF	\$12.00
711-3	18" Solid Stripe/Extru. Thermo.	51-100+	LF	\$5.50
711-4	24" Solid Stripe/Extru. Thermo	1-25	LF	\$7.25
711-4	24" Solid Stripe/Extru. Thermo.	26-50	LF	\$6.25
711-4	24" Solid Stripe/Extru. Thermo.	51-100+	LF	\$5.25
711-5	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$4.00
711-5	6" Skip Traffic Stripe/Extru. Thermo.	201-500	LF	\$2.25
711-5	6" Skip Traffic Stripe/Extru. Thermo.	501+	LF	\$2.00
711-6	6" Dotted Guide Lines/Extru. Thermo	20-50	LF	\$3.00
711-6	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$2.50
711-6	6" Dotted Guide Lines/Extru. Thermo.	101+	LF	\$2.25
711-7	Directional Arrows / Extru. Thermo.	1	EA	\$110.00
711-7A	Preformed Arrow	1	EA	\$100.00

EXHIBIT B FEE SCHEDULE

711-7B	Preformed Symbol (Bike)	1	EA	\$200.00
711-8	Pavement Messages / Extr. Thermo.	1	EA	\$225.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	20-200	LF	\$15.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	201-500	LF	\$10.00
711-9	8" Solid Traffic Stripe / Extr. Thermo	501+	LF	\$5.00
711-10	Remove Existing Pavement Markings	20-300	SF	\$5.00
711-10	Remove Existing Pavement Markings	300+	SF	\$5.00
APM-001	Single Micro Surface 18-22 lbs	10,000 to 50,000	SY	\$2.65
APM-001	Single Micro Surface 18-22 lbs	50,001 +	SY	\$2.40
APM-002	Double Micro Surface 28-32 lbs	10,000 to 50,000	SY	\$3.80
APM-002	Double Micro Surface 28-32 lbs	50,001 +	SY	\$3.60
APM-003	Single Chip Seal - #89 Granite	10,000 to 50,000	SY	\$2.90
APM-003	Single Chip Seal - #89 Granite	50,001 +	SY	\$2.40
APM-004	Double Chip Seal - #57 w/#89 Granite	10,000 to 50,000	SY	\$4.20
APM-004	Double Chip Seal - #57 w/#89 Granite	50,001 +	SY	\$3.90
APM-005	Full Depth Reclamation / 6"-9"	10,000 to 50,000	SY	\$7.00
APM-005	Full Depth Reclamation / 6"-9"	50,001 +	SY	\$6.25
APM-006	Full Depth Reclamation / 9-12	10,000 to 50,000	SY	\$7.50
APM-006	Full Depth Reclamation / 9-12	50,001 +	SY	\$6.75
APM-006a	Cement for Reclamation	1	TN	\$155.00
APM-006b	Emulsion for Reclamation	1	Gal	\$2.55
APM-007	RAP PLACEMENT	10,000 to 50,000	SY	\$8.00
APM-007	RAP PLACEMENT	50,001 +	SY	\$7.25

EXHIBIT B FEE SCHEDULE

APT-001	Crack Filling / Sealing	1-1000	Gal	\$20.00
APT-001	Crack Filling / Sealing	1001-3000	Gal	\$19.00
APT-001	Crack Filling / Sealing	3001+	Gal	\$18.00
SLUR-001	Slurry Seal	10,000 to 50,000	SY	\$2.70
SLUR-001	Slurry Seal	50,001 +	SY	\$2.45
	HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling			
HIPR- Recy	Asphalt Recycling	10,000 to 50,000	SY	No Bid
HIPR-AGENT	Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR- Recy	Asphalt Recycling	50,001 +	SY	No Bid
HIPR-AGENT	Recycling Agent	50,001 +	Gal	No Bid
324 HOT-IN-PLACE (100%) Asphalt Recycling				
HIPR Base	Base Course HIPR	10,000 to 50,000	SY	No Bid
HIPR Base	Base Course HIPR	50,001 +	SY	No Bid
HIPR Complete	2" Complete HIPR	10,000 to 50,000	SY	No Bid
HIPR Complete	2" Complete HIPR	50,001 +	SY	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	10,000 to 50,000	Gal	No Bid
HIPR-AGENT-100%	Asphalt Recycling Agent	50,001 +	Gal	No Bid
	MOT/MOB	%	1	No Bid
	Night Work MOT/MOB (additional %)	%	1	No Bid

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

- 1.** Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902B

- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

- 1.** An appropriate "Indemnification" clause shall be made a provision of the contract.
- 2.** It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

EXHIBIT D

PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of \$100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B170265/ANB.

- A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended from time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.
- B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.
- C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.
- D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.

Client#: 37227

ASHPAV1

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/14/2017

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

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

PRODUCER J. Byrne Agency, Inc. 5200 New Jersey Avenue PO Box 1409 Wildwood, NJ 08260		CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 522-3406 E-MAIL ADDRESS: jmeola@jbyrneagency.com FAX (A/C, No): 609 522-2844															
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P.O. Box 530 Hammonton, NJ 08037		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co.	16535	INSURER B : American Guarantee & Liability	26247	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	GLO0191406-01	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		BAP0191409-01	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		AUC0191416-01	04/01/2017	04/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC0191407-01	04/01/2017	04/01/2018	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000

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

RE: Alternative Paving Projects; It is agreed that Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees and public officials, are included as additional insureds with respect to the operations performed by the named insured per Form U-GL-1175-F CW(04/13).

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO019140601	04/01/2017	04/01/2018	04/01/2017		N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: ASPHALT PAVING SYSTEMS, INC.

Address (including ZIP Code): 500 N. Egg Harbor Road, P.O. Box 530, Hammonton, NJ 08037

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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) 14th Avenue – 1st Street to DE West
 - 2) 9th Avenue– US 301 to 1st Street
 - 3) 10th Street – North Avenue to 12th Avenue
 - 4) Lincoln Avenue – Airport Road to Parker Street
 - 5) Parker Street – Lincoln Avenue to Kennedy Avenue
 - 6) Kennedy Avenue – Airport Road to Parker Street
 - 7) King Street – Lincoln Avenue to Kennedy Avenue
 - 8) Freefall Avenue – Chancey Road to DE West
 - 9) 13th Street – North Avenue to 16th Street
 - 10) "B" Avenue – 8th Street to 20th Street
 - 11) 23rd Street – 6th Avenue to Heights Avenue
 - 12) Park Drive – 5th Avenue to 5th Avenue
 - 13) Pretty Pond Road – Greenslope Drive to new construction match line.
 - 14) 17th Street – 5th Avenue to North Avenue
 - 15) Fort King Road – North Avenue to 15th Avenue ROW
 - 16) 16th Avenue – US 301 to Fort King Road
 - 17) Airtime Avenue – Skydive Lane to DE East
 - 18) Skydive Lane – Freefall Avenue to ROW Gate South
 - 19) Sun Path Avenue – Skydive Lane to DE West
 - 20) Flight Line Avenue – Skydive Lane to DE West
 - 21) Greenslope Drive – Daughtery Road to Kossik Road
 - 22) "A" Avenue – 20th Street to Alley West of 8th Street
 - 23) 9th Street – South Avenue to "C" Avenue
 - 24) 13th Avenue – 14th Street to 8th Street
 - 25) Water Park Parking Area – North & South Side
- ; pursuant to the terms of LEE COUNTY BID NO. B170265/ANB, and**

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

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

ARTICLE I: THE PROJECT SCOPE

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: LEE COUNTY BID NO. B170265/ANB.** 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: **LEE COUNTY BID NO. B170265/ANB.**
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 **\$598,572.07**
- 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 of Commencement).
- C. The Contractor agrees that no additional work or extras shall be done unless the same shall be duly authorized by the City in writing by change order.

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

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 construction of U.S. Highway 301 frontage road, City and Contractor agree to cooperate in good faith to resolve all disputes promptly. If City and Contractor are unable to resolve a dispute within 14 days of written notice from one party to the other that a dispute exists, City and Contractor agree to mediate the dispute with a mutually agreed upon mediator chosen from a list of certified mediators maintained by the court having jurisdiction over the dispute. City and Contractor shall share the costs of the mediator. In the event of a claim, dispute or other issue not resolved through mediation, City or Contractor may institute litigation to resolve the matter, in which case, the parties to this agreement agree that venue and jurisdiction shall be vested solely in a court of competent jurisdiction sitting in Pasco County, Florida, and the party prevailing or substantially prevailing in such litigation shall reimburse the other party for its attorney's fees (including in-house attorney's fees at a reasonable rate commensurate with industry standards for the private sector) incurred in connection with such litigation.

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 within 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:

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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 25th day of October 2021.

ATTEST:

CITY OF ZEPHYRHILLS, FLORIDA

By: _____
Lori L. Hillman, City Clerk

By: _____
W. Alan Knight, Council President

ASPHALT PAVING SYSTEMS, INC.

By: _____
Witness

By: _____

Printed Name: _____

By: _____
Witness

Title: _____

Approved as to Legal Form and Content

Matthew E. Maggard, City Attorney

BUSINESS ITEMS/CITY MANAGER'S REPORT 2.2

Approval of Hercules Park Construction Documents Scope of Services - Kimley-Horn and Associates

Issue:

Approval of Scope of Services for construction documents for Hercules Park

Background:

Kimley Horn has provided a Scope of Services and an Opinion of Probable Cost for the construction of Hercules Park (provided in your back-up). The scope includes creation of the construction documents, permitting, surveying, architectural design, and construction phase services for the implementation of park elements as shown on the Hercules Park Master Plan approved by the City Council and dated August 31, 2021. Scope of Services totals \$292,985, which is within 10% of the Opinion of Probable Cost with Alternates at \$3,386,630.

Attachment(s):

1. AGR - Hercules Park - Construction Documents - 20211004 (002)
2. 20211013 - Hercules Park OPC - Concept Plan

Fiscal Impact:

Funding approved in the 2021/2022 Budget

Staff Recommendation:

Staff recommends approval of a contract for Design and Construction Document Services with Kimley Horn and Associates for the amount of \$292,985.

October 4, 2021

Gail K. Hamilton, Director
City of Zephyrhills
Community Redevelopment Agency
5335 8th Street
Zephyrhills, Florida 34205

Re: Hercules Park Construction Documents

Dear Ms. Hamilton:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “the Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Zephyrhills Community Redevelopment Agency (“CRA” or “Client”) in accordance with the terms and conditions set forth herein for providing professional consulting services for the design of Hercules Park.

PROJECT UNDERSTANDING

The City of Zephyrhills (City, Client) desires to retain Kimley-Horn and Associates (KHA, Consultant) to provide construction documents, permitting and construction phase services for the implementation of park elements as shown on the Hercules Park Master Plan approved by City Council and dated August 31, 2021.

It is our understanding that the City will hire a Construction Manager at Risk (CM) for construction of the proposed improvements. Consultant will work with the selected CM to assist them in the development of cost estimates and the Guaranteed Maximum Price (GMP) to be established by the CM. It is assumed that the CM will be selected and available for pre-construction services at the time of the 30% Schematic Design Plan submittal prepared in Task 5 below.

SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT

In this task, Consultant will provide a project manager and staff to administer the professional services described in this scope and coordinate work with the City’s Project Manager. As part of this task, Consultant will:

- A. Create, monitor, and update project schedule.
- B. Provide monthly invoices and progress reports.
- C. Facilitate and attend up to eight (8) meetings with City staff associated with the project including progress reviews, presentation of information, receiving direction and recommending direction throughout the design phase.
- D. Facilitate up to twelve (12) conference calls with City staff.
- E. Provide project coordination with sub-consultant design team throughout the design portion of the project.

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Deliverables:

- Project schedule in PDF format, developed in Microsoft Project.
- Progress reports in Microsoft Word / PDF format.
- Meeting minutes in Microsoft Word / PDF format.

TASK 2 – TOPOGRAPHICAL SURVEY

Consultant will contract with DC Johnson and Associates to provide Topographic Survey as detailed below:

- A. Preparation of a Boundary Survey in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code for the Subject Property as described in the most recent deed of record per Pasco County Public Records. Existing interior site improvements (structures and significant surfaces), if any, will be located and mapped. Interior fences, landscape, utilities, etc. will be located. Please note: This is not an ALTA/NSPS Land Title Survey and does not include review of title commitment. Presentation by client or their representative of title commitment for review and plotting of protractible matters may result in additional fees;
- B. Preparation of a Topographic Survey for the subject property. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;
- C. Elevations shall be measured at an approximate 50-foot grid, together with observed grade breaks. Elevations shall be collected in a manner sufficient to generate one (1) foot contours;
- D. Contours shall extend to the edge of water for the pond areas, to the South edge of pavement of County Road 54 where adjacent, to the East edge of pavement of Gall Boulevard where adjacent and 50 feet beyond the subject property in other areas;
- E. Elevations shall be referenced to the North American Vertical Datum of 1988;
- F. Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible. Location of underground utilities (SUE) is not included;
- G. Trees within the upland portion of the subject property that are 4-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (Exempt trees per Pasco County Tree Ordinance are not included). NOTE: Trees will not be located within the topographic overlap;
- H. Client will be provided with four (4) signed and sealed copies of the survey. Additional copies or modifications, including but not limited to adding or modifying certifications, after final survey has been published may result in additional fees.

TASK 3 – GEOTECHNICAL SERVICES

Kimley-Horn's geotechnical engineering subconsultant will perform soil borings and preparation of a geotechnical report as described below:

- A. Contact the local underground utility clearance agency prior to beginning the field exploration.
- B. Up to four (4) SPT borings to a depth of 15 feet below grade. These locations are anticipated to include a boring at the pavilion, restroom, and splashpad locations.
- C. Up to two (2) SPT borings to a depth of 8 feet below grade for the parking lot and parking lot entry drive.
- D. All boring locations will be backfilled/grouted to grade upon work completion.
- E. Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of ten feet, and at five feet intervals to the boring termination. The field representative will visually classify the soil samples at each test interval and place them in clean containers labeled for future identification. Groundwater levels will be obtained in the boring upon initial encounter.
- F. The soil samples will be transported to geotechnical engineer's laboratory for visual classification testing, and to evaluate the pertinent engineering properties. At the completion of the field work and laboratory testing services, geotechnical engineer will prepare a report under the direction of a registered professional engineer containing the following information:
 - 1. Soil boring logs and visual soil classifications
 - 2. Existing groundwater levels
 - 3. Settlement estimates, total and differential
 - 4. Foundation recommendations and soil bearing capacity
 - 5. Site preparation recommendations
 - 6. Pavement recommendations
 - 7. Laboratory testing results

TASK 4 – ENVIRONMENTAL SERVICES

As part of this task, Kimley-Horn will:

- A. Conduct a Natural Resource Assessment to identify wetlands and surface waters and upland habitats (including potential sensitive habitats) within the park property and evaluate the potential for usage by protected species. In preparing this assessment, Kimley-Horn will conduct the following:
 - 1. Review readily available natural resource documentation, previous environmental studies (provided by client), existing permits (if available) and protected species information;
 - 2. Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property;

3. Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources;
 4. Review the Flood Insurance Rate Map (FIRM) to determine if the project is within the 100-year floodplain;
 5. Conduct site reconnaissance (assumed that the site visit will require up to one (1) day in the field).
 6. Following the site visit and data base review, a Technical Memorandum will be prepared summarizing our findings, permit requirements and additional surveys or evaluations required, if applicable. The following maps will be prepared as part of the Technical Memorandum:
 - a. Land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation and field delineation;
 - b. Protected Species Map (if applicable)
 - c. Soils map;
 - d. FEMA FIRM Map;
 - e. USGS Quad Map; and
 - f. Location map.
- B. Based on a preliminary review of the site, jurisdictional wetlands and/or surface waters appear to be present on-site. Kimley-Horn will conduct a site visit to delineate the extents of on-site wetlands and/or surface waters (or determine if existing top of bank is the jurisdiction for surface waters) in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the US Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. It is assumed that the site visit will require up to one (1) day in the field. Data will be collected in the field to complete wetland assessments using the State's Uniform Mitigation Assessment Methodology (UMAM). UMAM data forms will be completed for each wetland. Kimley-Horn will collect field data to make a preliminary evaluation as to whether the on-site wetlands and/or surface waters may be considered Waters of the US (WOTUS) subject to US Army Corps of Engineers (USACE) or Florida Department of Environmental Protection (FDEP) jurisdiction under Section 404 of the Clean Water Act. Up to three (3) seasonal high-water elevations will be set in each wetland system dependent on available biological indicators. The survey and data collection will be limited to the approximately 12-acre project parcel and includes coordination with a professional land surveyor for field locating wetland flags. Professional land surveying services shall be considered an additional service.

- C. Kimley-Horn will prepare supporting documentation for the Southwest Florida Water Management District (SWFWMD) permitting effort including Section A and C of the Environmental Resource Permit application, associated wetland impact tables, figures depicting the limits of wetland impacts and an environmental narrative. Impact avoidance and minimization measures will also be discussed. For the purposes of this scope, it is anticipated that mitigation (if required) will be accomplished through the purchase of off-site mitigation bank credits. If credits are not available or mitigation other than off-site credit purchase (i.e. on-site or off-site wetland creation or enhancement) is required to satisfy mitigation requirements, additional scope and fee will be required to evaluate mitigation options and prepare a mitigation plan. Once the application is submitted, Kimley-Horn will respond to up to one RAI from SWFWMD and will attend up to one field meeting with SWFWMD staff to review existing conditions and verify the wetland limits. Any additional RAIs or meetings with SWFWMD will be considered additional services. All mitigation and application fees shall be paid by the Client.
- D. It is anticipated that any wetlands and/or surface waters on-site are non-jurisdictional under the FDEP State 404 Program but confirmation of jurisdiction will be determined by the FDEP permit reviewer through an on-site field review with agency staff. Kimley-Horn will attend up to one (1) field meeting with FDEP staff to determine jurisdiction. If it is determined that the wetlands and/or surface waters on-site are jurisdictional to FDEP then additional services may be needed to complete the permitting process.

Any environmental services not identified above would be considered additional services. Additional services could include wetland permitting, specific protected species surveys, archaeological or historical surveys, etc. The additional services are not included under this Task but may be provided under a separate Agreement, if required.

TASK 5 – SCHEMATIC DESIGN PLAN PREPARATION (to 30% design drawings)

This Task will consist of the preparation of a Schematic Design Plan Set based on the approved master plan. As part of this Task, KHA will:

- A. Attend up to two (2) meetings with the Client to discuss the proposed project layout and anticipated improvements to be included with the project.
- B. Based on the Master Plan previously approved by the City Council, Consultant will finalize a preliminary site plan for the proposed areas of new development.
- C. Submit the preliminary site plan to Client for review. Client will circulate the site plan to necessary City departments for review and comment and provide one (1) set of consolidated comments to the Consultant.
- D. Update preliminary plan up to one (1) time based on Client's review comments. This updated plan will be the basis for construction document preparation and permit submittals.
- E. Prepare one (1) set of Schematic Design Plans (30%), based on the City approved preliminary site plan elements and in accordance with the City of Zephyrhills Land Development Code and Southwest Florida Water Management District (SWFWMD) design requirements. The plans will consist of:

1. Horizontal control plan.
 2. Best management practices plan and details.
 3. On-site paving, grading and drainage plan.
 4. On-site potable water and sewer plan.
 5. Landscape and Hardscape design intent plans.
 6. Landscape and Hardscape design intent details.
- F. Submit the Schematic Design Plans to the City and CM for review. Comments received will be incorporated into the revised plans prepared in Task 5 below.

TASK 6 – FINAL SITE DEVELOPMENT / CONSTRUCTION DOCUMENT PLAN PREPARATION

- A. Prepare one (1) set of Construction Documents (CD's), based on the City approved 30% Schematic Design Plan Set and in accordance with the City of Zephyrhills Land Development Code and Southwest Florida Water Management District (SWFWMD) design requirements. These plans will be submitted to the City for review and comment at the 60%, and 90% plan stages, and to the selected Construction Manager (CM) for pricing and constructability review. The 60% plans will also be submitted to the permitting agencies outlined below. Comments received from the City, CM, and permitting agencies on the 60% plans will be incorporated into the 90% plans. Comments received on the 90% plans will be incorporated into the Final 100% Construction Documents. The Construction Documents will consist of:
1. Horizontal control plan and details.
 2. Best management practices plan and details.
 3. On-site paving, grading and drainage plan and details.
 4. Parking and roadway modifications to accommodate parking north of Henry Avenue.
 5. Conduit plans for wire utilities.
 6. Code minimum level lighting plans.
- B. Prepare a stormwater management system design report and supporting calculations for use with submittals to SWFWMD and City of Zephyrhills.
- C. Landscape architectural construction documents consisting of the following:
1. Hardscape plans for the project including dimensions, detailing, specifications, and quantities necessary to construct the proposed improvements, limited to:
 - Paving treatments: decorative concrete within the sidewalk, specialty pavers, crosswalk treatment, parking areas and bulb-outs, as necessary
 - Site furnishings specification and layout locations
 - Prefabricated shade structures and pavilions

- Decorative lighting
- Playground and associated features
- 2. Planting plans consisting of plant material, plant quantities, plant schedules, specifications, and project-specific planting details for the following, including code required planting calculations, if needed, and planting and landscape for areas indicated on the approved Master Plan
- 3. Tree protection, removal and mitigation plans identifying existing trees to be protected in place, removed, or replaced. Calculations for any trees to be removed or replaced will be provided as required by the current land development code.
- 4. Irrigation plans for proposed planting areas. Irrigation is anticipated to incorporate existing irrigation mainline and controllers. Additional equipment to provide 100% irrigation coverage will be identified in plans.
- 5. Enlargement plans for key design components, as necessary.
- 6. Detail sheets for key components, as necessary.
- 7. Detail sheets for key components including shade structures and custom furnishings.
- 8. Design intent plans and performance specifications for the proposed splashpad. Splashpad area size and shape, surfacing, design intent details and performance specifications for these items will be of sufficient detail for bidding of the work by the Construction Manager. The documents will describe materials, finishes, sizes, and installation performance specifications. Selected splashpad vendor/contractor shall do final permit drawings (including structural, mechanical, electrical, plumbing (MEP)) in shop drawing format for review by KHA and the City and submit documents for any required permits.

Details prepared under this task will describe materials, finishes, systems, equipment, workmanship, quality, performance criteria and include on-sheet specifications. These documents will be submitted to the City for review at approximately the 60%, 90% and 100% / Final stages. Comments received at each stage will be incorporated into the subsequent submittal.

TASK 7 – CITY OF ZEPHYRHILLS SITE DEVELOPMENT PLAN APPLICATION

- A. Schedule and attend a Pre-submittal meeting with City staff to discuss proposed project.
- B. Prepare and submit one (1) City of Zephyrhills Site Development Plan application package along with site plans and required supporting documentation.
- C. Prepare up to two (2) written responses to reasonable comments relating to the information prepared and submitted by Consultant for the Site Development Plan application and submit to the City of Zephyrhills with required supporting documentation.
- D. Attend up to two (2) meetings with the City staff, to resolve comments generated during the City Site Development application review processes.

TASK 8 – SWFWMD ENVIRONMENTAL RESOURCE PERMIT

- A. Schedule and attend a Pre-submittal meeting with SWFWMD staff to discuss proposed project.
- B. Prepare and submit a SWFWMD Environmental Resource Permit application package consisting of required applications, construction plans, and supporting documentation.
- C. Respond to up to two (2) sets of reasonable review comments, relative to submittal components prepared by Consultant, from the SWFWMD.

TASK 9 – ARCHITECTURAL DESIGN SERVICES

Kimley-Horn will contract with Furr, Wegman & Banks Architects, P.A. to provide architectural and engineering design services for the restroom building. This task will consist of the following services:

- A. Programming / Schematic Design:
 - 1. Code Research
 - 2. Meet with designated stakeholders to discuss programming of spaces
 - 3. Creation of Schematic Floor Plan
 - 4. Provide (3) Exterior Elevation Studies
- B. Design Development:
 - 1. Architectural Site Plan
 - 2. Floor Plan of Restroom Building
 - 3. Exterior Elevations based on the feedback from the elevation studies
 - 4. Building Section
- C. Construction Documents:
 - 1. Building Floor Plan – dimensions and finishes
 - 2. Exterior Elevations
 - 3. Roof Plan
 - 4. Foundation and Roof Framing Plans
 - 5. Building Sections
 - 6. Wall Section(s) and Details
 - 7. Window/Door Schedules and Details
 - 8. Interior Finish Schedules
 - 9. Reflected Ceiling Plan
 - 10. Life Safety Plan

11. Electrical drawings including lighting and power riser diagrams and panel schedule (Owner to confirm if 1 Phase or 3 Phase will be used).
 12. Electrical drawings to include site lighting and miscellaneous lighting at park structures.
 13. Plumbing drawings including domestic water, sanitary plans (to 5' outside Restroom Building for connection to site utilities; meter size and backflow preventer by civil) and riser diagram. Plumbing drawings will be coordinated with civil drawings for plumbing tie-ins and utility connections.
- D. Bid/Permitting Phase:
1. Respond to Contractor's Request for Information (RFI's).
 2. Consider requests for substitutions and prepare addenda identifying approved substitutions.
 3. Provide signed & sealed drawings of the project.

TASK 10 - CONSTRUCTION MANAGER COORDINATION

It is understood that the selected Construction Manager at Risk (CM) will develop project cost estimates and provide construction detailing / constructability recommendations and value engineering (VE) services through the various phases of design, permitting, bidding and implementation. This task provides for collaboration with the CM and plan updates based on CM input related to VE options, constructability, and detail review. This task will consist of the following services:

- A. Coordination meetings with the CM at the 30%, 60%, 90% and 100% plan stages. Two (2) coordination meetings are included at the 30% and 60% phase, and one each at 90% and 100% plan stages, for a total of six (6).
- B. VE plan revisions in addition to Client and jurisdictional comments at each plan stage.
- C. Review of alternate product specifications provided by the CM.
- D. Coordination of plans and quantities for the CM to bid the work to sub-consultants.
- E. Review and respond to Requests for Additional Information (RFI's) from CM during project bidding process.
- F. Review of bids received from sub-contractors in preparation of the Guaranteed Maximum Price (GMP) proposal that the CM will present to the Client.

TASK 11 – CONSTRUCTION PHASE SERVICES –SITE CIVIL AND LANDSCAPE ARCHITECTURE

Final scope and fee for construction phase services will be processed as a contract amendment and defined once the construction manager is selected and the Guaranteed Maximum Price (GMP) is determined. Services that may be performed include:

- A. Pre-Construction Conference: Consultant will attend a Pre-Construction Conference with the contractor and City staff prior to commencement of Work at the Site.

- B. Visits to Site and Observation of Construction: Consultant will provide on-site construction observation services during the construction phase. Consultant will make site visits monthly to observe the progress of the Work.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep the City informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- C. Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, based on its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- D. Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.
- E. Change Orders. Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. Shop Drawings and Samples: Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- G. Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- H. Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- I. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- J. Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- K. Inspections and Tests: Consultant may require such special inspections or tests of Contractor's work as the Consultant deems appropriate, and receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified. Any retesting that is required due to initial test failure will be considered an additional service.
- L. Record Drawings: Consultant will review the record drawings prepared by the Contractor's Surveyor (licensed in the state of Florida) and make changes recorded by the Contractor to the Final Civil Engineering Plans. Consultant will prepare a Record Drawing plan set for the project in accordance with applicable City and SFWMD criteria. Consultant will submit the Record Drawings to the City and SFWMD for their records as part of the certification task below and forward the files to the in both AutoCAD and PDF format. This task assumes minor changes to the plans only and significant changes to permitted plans may require additional fee. This task does not include any site visits to verify the drawings provided by the Surveyor.

- M. Certification Documents: Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, Consultant will prepare and submit the certificates of completion of construction. This contract is based on one set of certifications of completion of construction for the project. These certifications shall include City of Zephyrhills and the SWFWMD. Consultant shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, violate professional standards, increase the Consultant's risk or affect the availability or cost of its insurance.
- N. Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

- O. Architectural Construction Administration:
1. Review shop drawings & project material samples.
 2. Assist in Exterior Material Selections at time of shop drawings.
 3. Attend construction field meetings on site and inspect the project for general compliance with the Construction Documents (up to 3 meetings by Architect and Engineer).
 4. Provide written responses or clarifications to questions from the Contractor.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated lump sum fee. Additional services Consultant can provide include, but are not limited to, the following:

- Construction Phase Services
- Archaeological survey and associated services
- Modifications to plans, stormwater calculations and permit applications required due to changes requested by the City.
- Permitting services not specifically mentioned above including responses to additional comments and revisions beyond those specified.
- Modifications to plans, stormwater calculations and permit applications required due to changes in regulations put into effect after the date of this contract.

- Offsite improvements such as drainage, utility, or roadway.
- Water Use Permitting (i.e. dewatering and irrigation).
- Traffic analysis requested by the City.
- Preparation of project bid form or specification/project manual.

Information Provided by the City

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all items and information requested by Consultant during the project, including but not limited to the following:

- Copies of all available information pertinent to Consultant's services on the project.
- All permit fees and review fees.
- All reports related to the site, including but not limited to, Due Diligence, Title Report, Historical Resource Surveys, and Site Inspection/Investigations.
- Copies of all known agreements, resolutions and ordinances pertaining to the subject property.

Fee and Expenses

Consultant will perform the services described in Task 1-10 in the Scope of Services for the lump sum fees listed below. Individual task amounts are for informational purposes only. Fee for Task 11 will be provided as a future contract amendment once the construction manager is selected.

An amount has been included in the lump sum to cover certain reimbursable expenses such as in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time. All permitting, application, and similar project fees will be paid directly by the City.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

TASK	DESCRIPTION	FEE
1	PROJECT MANAGEMENT	\$37,135
2	TOPOGRAPHICAL SURVEY	\$15,035
3	GEOTECHNICAL SERVICES	\$6,275
4	ENVIRONMENTAL SERVICES	\$22,750

5	SCHEMATIC DESIGN PLAN PREPARATION (30% PLANS)	\$29,375
6	FINAL SITE DEVELOPMENT / CONSTRUCTION DOCUMENT PLAN PREPARATION (60%, 90% and Final Plans)	\$89,650
7	CITY OF ZEPHYRHILLS SITE DEVELOPMENT PLAN APPLICATION	\$19,275
8	SWFWMD ENVIRONMENTAL RESOURCE PERMIT	\$18,720
9	ARCHITECTURAL DESIGN SERVICES	\$39,595
10	CONSTRUCTION MANAGER COORDINATION	\$21,450
11	CONSTRUCTION PHASE SERVICES	\$TBD
TOTAL FEE FOR LUMP SUM TASKS		\$292,985

Schedule

We will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the of the City of Zephyrhills.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

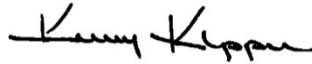
To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to perform this service for you. Please contact me if you have any questions.

Very truly yours,



James R. Pankonin, PLA
Vice President



Kelley Klepper, AICP
Vice President

JRP/BKK/(G:\Marketing\Propose\City of Zephyrhills\CRA\Hercules Park\CD and Permitting Proposal\Hercules Park - Construction Documents - 20211001.docx)

Attachment: Standard Provisions

Agreed to this ____ day of _____, 2021

CITY OF ZEPHYRHILLS

By _____

Please Type/Print Name and Title

Email Address

Attest: _____

Please Type/Print Name and Title

Preliminary Opinion of Probable Cost For Hercules Park - Concept Plan (Based On Conceptual Plan - 8-25-21)					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
SITEWORK					
1	Demolition / Excavation / Grading (Allowance)	1	LS	150,000.00	150,000.00
2	BMPs	1	AL	20,000.00	20,000.00
3	Mobilization	1	LS	100,000.00	100,000.00
SUBTOTAL - SITEWORK					\$ 270,000.00
SITE INFRASTRUCTURE					
Potable Water / Fire Distribution System					
1	Potable Water / Fire Main	300	LF	30.00	9,000.00
2	Connection to existing Water Main	1	EA	15,000.00	15,000.00
3	Meter / Backflow Preventer	1	EA	10,000.00	10,000.00
4	Fire Hydrant Assembly	1	EA	6,000.00	6,000.00
5	Testing of Potable Water Main	300	LF	4.00	1,200.00
Wastewater Collection System					
1	Manhole	2	EA	8,000.00	16,000.00
2	Gravity Sewer	160	LF	60.00	9,600.00
3	Sanitary Sewer Service	1	EA	2,000.00	2,000.00
4	Connection existing Manhole	1	EA	10,000.00	10,000.00
5	Testing of Gravity Sewer	160	LF	3.00	480.00
Stormwater Management System					
1	Storm Pipe	2,000	LF	80.00	160,000.00
2	Storm Structure	20	EA	5,000.00	100,000.00
SUBTOTAL - SITE INFRASTRUCTURE					\$ 339,280.00
HARDSCAPE					
1	Concrete Sidewalk	27,500	SF	6.00	165,000.00
2	Asphalt Parking - Mill & Resurface	32,000	SF	1.70	54,400.00
3	Soft Trail	800	LF	5.00	4,000.00
4	D Curb	2,300	LF	12.00	27,600.00
SUBTOTAL - HARDSCAPE					\$ 251,000.00
FURNISHINGS					
1	Site Lighting	1	AL	70,000.00	70,000.00
2	Bench	10	EA	1,000.00	10,000.00
3	Lounge Seating	6	LS	2,950.00	17,700.00
4	Picnic Tables	18	EA	1,000.00	18,000.00
5	Pavilion (25' x 15')	2	EA	65,000.00	130,000.00
6	Litter Receptacle	6	EA	1,000.00	6,000.00
7	Drinking Fountain	1	EA	4,500.00	4,500.00
8	Public Art Allowance	1	AL	75,000.00	75,000.00
SUBTOTAL - FURNISHINGS					\$ 331,200.00
LANDSCAPE					
1	Canopy Tree	30	EA	1,500.00	45,000.00
2	Understory Tree	20	EA	1,000.00	20,000.00
3	Palm Tree	30	EA	850.00	25,500.00
4	Shrubs/Groundcover Area/Understory Planting Area (36" o/c, 3 GAL)	6,500	SF	2.00	13,000.00
5	Sod - Bahia	105,000	SF	0.30	31,500.00
6	Mulch Area (3" Depth)	60	CY	40.00	2,400.00
7	Irrigation - Shrubs / Trees (Allowance)	6,500	SF	1.50	9,750.00
SUBTOTAL - LANDSCAPE					\$ 147,150.00
PLAY FEATURES					
1	Artificial Turf	19,000	SF	16.00	304,000.00
2	4" Ribbon Curb	1,000	LF	15.00	15,000.00
3	Playground Equipment Allowance	1	LS	415,000.00	415,000.00
4	Rock Cave Play Feature (Shotcrete)	3,000	SF	60.00	180,000.00
5	Berming	500	CY	45.00	22,500.00
6	Bike / Walking Trail Allowance	1	AL	100,000.00	100,000.00
SUBTOTAL - PLAY FEATURES					\$ 1,036,500.00
BUILDINGS					
1	Restroom	1	AL	250,000.00	\$ 250,000.00
SUBTOTAL					\$ 2,625,130.00
CONTINGENCY - 10%					\$ 262,513.00
TOTAL CONSTRUCTION VALUE					\$ 2,887,643.00
ALTERNATES					
1	Splash Pad	1	AL	350,000.00	350,000.00
2	Pavilion (25' x 15')	4	EA	65,000.00	260,000.00
3	Site Lighting	1	AL	30,000.00	30,000.00
4	Asphalt Parking	45,000	SF	2.70	121,500.00
SUBTOTAL - ALTERNATES					\$ 761,500.00
SUBTOTAL WITH ALTERNATES					\$ 3,386,630.00
CONTINGENCY - 10%					\$ 338,663.00
TOTAL CONSTRUCTION VALUE WITH ALTERNATES					\$ 3,725,293.00

Notes:

1. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

BUSINESS ITEMS/CITY MANAGER'S REPORT 2.3

Approval to move the November 22nd Council meeting to November 29th

Issue:

Staff is recommending moving the November 22nd Council meeting to November 29th. There is an additional week in the month of November, which will allow the City to move the meeting and still have two weeks before the December 13th meeting. By holding the meeting on November 29th instead of canceling, staff will be able to bring needed items before Council for approval without delaying the items three additional weeks.

Background:

The Council meeting the week of Thanksgiving is typically canceled each year due to many staff and councilmembers traveling the week of Thanksgiving. The year, there is a fifth week that will allow Council to hold both meetings in November.

Attachment(s):

None

Fiscal Impact:

No fiscal impact.

Staff Recommendation:

Staff recommends approval to move the November 22nd meeting to November 29th.

BUSINESS ITEMS/CITY MANAGER'S REPORT 2.4

Theatre discussion

Issue:

After discussions with Senator Burgess, staff is interested in submitting a state appropriation request for the purchase and renovation of the "home theatre" on 5th Avenue. The staff believe the renovation of the theatre will bring additional activity downtown, thus spurring additional growth and redevelopment.

Background:

For several years, conversations have been had regarding the revival of the old home theatre.

Staff recently had discussions with both the property owner and Senator Burgess regarding the possibility of the City acquiring and renovating the buildings. Staff will ask for state appropriations to acquire and renovate the property. However, before a request can be made, the City must obtain an appraisal of the property.

Attachment(s):

1. 2110.City of Zephyrhills.38517,19,21,23 5th Avenue.Zephyrhills.No.ref

Fiscal Impact:

The cost of the appraisal is \$3,600.

Staff Recommendation:

Staff recommends approval of the appraisal and submitting a state appropriations request for the purchase and renovation of the theatre.



October 19, 2021

William Poe
CITY OF ZEPHYRHILLS
5335 8th Street
Zephyrhills, FL 33542

Re: Subject: **The Appraisal of: Multi-tenant Apt/Commercial; 38517, 19, 21, 23 5th Avenue, Zephyrhills, FL; ±7,600 GBA**

Dear William Poe:

Thank you for the opportunity to provide NewStream Companies professional consulting services to you. This is to confirm your authorization for NewStream Companies to proceed with this appraisal assignment on your behalf. As you know, NewStream Companies provides the highest quality commercial appraisal and consulting services and I hope that we can help you with this assignment.

This appraisal assignment is required for internal decision-making regarding a potential financing decision. It includes the above summarized property. The intended users are the City of Zephyrhills, their agents, (regulatory agencies & the public if applicable for the lease or sale decision only) and the current property owner. This will be an appraisal report of the current market value and will be presented in a narrative format.

The scope and description of this appraisal assignment will include an inspection of the subject(s), the gathering and analysis of improved sales, income data, and other relevant data as appropriate to value the subject.

We will rely on the most applicable valuation approaches to value the subject property with the specific approaches determined based on the intended use, intended user, character of the parcel in question, and the quantity and quality of the available data. In this instance, the sales comparison and income approaches to value are the most reliable and will be developed in this analysis.



William Poe
City of Zephyrhills
October 19, 2021
Page 2

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. I have performed no other service relative to this property in the past 5 years.

The fee for our appraisal services is **\$3,600** and the appraisal will be completed within 4-6 weeks after acceptance of this engagement letter (bid is good for 72 hours) and receipt of all of the required information. A retainer fee in the amount of \$0 is required, and the balance (if any) due when the report is complete. The balance of any consulting fees shall be due and payable upon the submission of an invoice. Carrying costs of 1.5% per month will accrue one month from the date of the original invoice. An invoice will be prepared if our services are no longer needed.

We appreciate the opportunity to provide service to you. We look forward to working with you to complete this assignment in a timely and efficient manner. If we can provide any additional assistance or if you have any questions, please let us know. Steven L. Nystrom, MAI can be reached at (813)-963-3510.

Regards,

NewStream Companies

A handwritten signature in black ink, appearing to read "Steven L. Nystrom", written over a horizontal line.

Steven L. Nystrom, MAI
Principal
Florida State Certified General Real Estate Appraiser (RZ2169)

Attachment

Agreed and Accepted:

Name

Date



CONTRACTUAL CONDITIONS

In consideration of NewStream Companies performing the consulting services specified, at the fees charged, the client for whom this work is prepared agrees to the following terms. These terms and conditions may be amended or supplemented only by agreement in writing signed by a representative of NewStream Companies.

1. Client warrants that the person authorizing this engagement is empowered to do so.
2. Any client use of the report or services provided is conditioned upon payment of all NewStream Companies fees and expenses in accordance with the agreed payment terms.
3. Fees are due and payable regardless of whether or not conclusions reached coincide with client expectations. Fees are in no way related to values determined by NewStream Companies.
4. Unless specifically brought to our attention, we will assume there are no hidden or unexpected conditions that would adversely affect value.
5. Our reports, the NewStream Companies name, and the name of any subcontractor, are not to be used in whole or in part outside the client's organization, without prior written approval, except for client's auditors, legal counsel, and by representatives of taxing authorities. We will likewise preserve the confidential nature of information received from you, or developed during this engagement, in accordance with our established professional standards. We will respond to legal process for client information after delivering a copy of such process to client.
6. Client agrees that NewStream Companies does not, either by entering into this contract or by performing the services rendered, assume, abridge, abrogate, or undertake to discharge any duty of client to any other person.
7. Delivery schedules quoted assume (unless otherwise stated) that:
 - A. Written authorization and the retainer requested will be received in a timely manner as agreed:
 - B. All supporting information to be provided by the client will be readily available: and
 - C. Our consulting staff will be afforded ready access to all things and persons necessary for the assignment.
8. No opinion is intended to be expressed about matters that require legal or specialized expertise, investigation or knowledge beyond that customarily employed by appraisers. Clients seeking engineering, legal, tax, accounting, investment, or other professional advice should retain such advisors.
9. NewStream Companies warrants that it will perform its services in a professional manner in accordance with appraisal industry standards. NewStream Companies makes no further warranty of any kind, express or implied, and expressly limits its liability under any legal theory to the amount of the fee paid or \$100,000, whichever is less.
10. Hazardous substances, if present within a facility, can introduce an actual or potential liability that may adversely affect marketability and value. Such affect may be in the form of immediate expense or future liability. In the development of our opinion of value, no consideration will be given to such liability or its impact on value unless NewStream Companies is specifically retained to review an environmental or toxic contamination report and make a reasonable conclusion based on the data presented. NewStream Companies are not environmental experts and do not warrant themselves as such.
11. If NewStream Companies is requested or compelled to produce documents or testify with regard to the work performed, regardless of who makes the request, client shall reimburse for all costs, including attorney's fees, preparation and travel time, interview, deposition and court time and expenses, all at NewStream Companies existing rates.
12. In the event of a dispute involving interpretation or performance under this agreement, the dispute shall be submitted to arbitration under the rules of commercial arbitration of the American Arbitration Association, the results of which shall be binding on all parties to this agreement. The arbitration shall be conducted in the city in which the NewStream Companies office servicing this agreement is located. The prevailing party at the arbitration shall recover from the other party costs and expenses, including attorney's, arbitrators', and stenographers' fees from the other party.

Prepared by and return to:
Matthew E. Maggard, Esq.
Attorney at Law
Maggard Law Firm, PA
13134 US Highway 301
Dade City, FL 33525
352-458-4700
File Number: 00673-21
Will Call No.:

Parcel Identification No. 01-26-21-0040-00000-00A0

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **16th** day of **September, 2021** between **The City of Zephyrhills, a municipal corporation** whose post office address is **5335 8th Street, Zephyrhills, FL 33542** of the County of **Pasco**, State of **Florida**, grantor*, and **Trust No. 00A0 dated August 26, 2021, Land Trust Service Corporation, a Florida corporation, as Trustee, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statutes §689.071 and 689.073,** whose post office address is **PO Box 186, Lake Wales, FL 33859** of the County of **Polk**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Pasco County, Florida**, to-wit:

Tract "A", KEMPLE ESTATES, according to the map or plat thereof as recorded in Plat Book 10, Page 17, LESS the East 64.00 feet thereof, Public Records of Pasco County, Florida.

The interest of the beneficiaries under said trust is personal property. Persons dealing with the Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of trust property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this deed and the trust agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Faith Wilson
Witness Name: Faith Wilson

JOHN BOSTIC III
Witness Name: JOHN BOSTIC III

CITY OF ZEPHYRHILLS, Florida by and through
Its duly authorized CITY COUNCIL

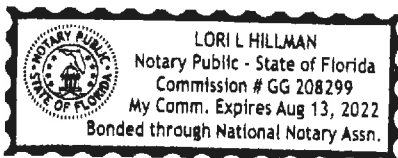
W. Alan Knight
W. Alan Knight, City Council President

ATTEST:

Lori L. Hillman
Lori Hillman, City Clerk

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence this 15th day of October 2021 by W. Alan Knight He/she (☒) is personally known to me OR (☐) has produced a Florida driver's license as identification



Lori L. Hillman
(Signature of Notary Public - State of Florida)

Lori L. Hillman
(Printed Name of Notary Public, State of Florida)

[AFFIX NOTARIAL SEAL]

A. Settlement Statement

B. Type of Loan

☐ 1. FHA	☐ 2. FmHA	☐ 3. Conv. Unins.	6. File Number 00673-21	7. Loan Number ID:	8. Mortg. Ins. Case Num.
☐ 4. V.A.	☐ 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Trust No. 00A0 dated August 26, 2021, Land Trust Service Corporation, a Florida corporation, as Trustee
 Address of Borrower: PO Box 186, Lake Wales, Florida 33859

E. NAME OF SELLER: The City of Zephyrhills, a municipal corporation
 Address of Seller: 5335 8th Street, Zephyrhills, Florida 33542 TIN:

F. NAME OF LENDER:
 Address of Lender:

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT: Maggard Law Firm, PA
 Place of Settlement: 13134 US Highway 301, Dade City, Florida 33525 TIN: 82-5397423
 Phone: 352-458-4700

I. SETTLEMENT DATE: 10/8/21 DISBURSEMENT DATE: 10/8/21

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	15,100.00	401. Contract sales price	15,100.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	853.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	15,953.95	420. Gross amount due to seller:	15,100.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	4,530.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	4,530.00	520. Total reductions in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	15,953.95	601. Gross amount due to seller (line 420)	15,100.00
302. Less amount paid by/for the borrower (line 220)	(4,530.00)	602. Less total reductions in amount due seller (line 520)	0.00
303. Cash (☒ From ☐ To) Borrower:	11,423.95	603. Cash (☒ To ☐ From) Seller:	15,100.00

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

Borrower's Initial(s):

Seller's Initial(s):

WPK

Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$15,100.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:			Borrower POC	Seller POC			
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:			Borrower POC	Seller POC			
901. Interest from	to @ /day						
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:			Borrower POC	Seller POC			
1001. Hazard insurance	months @ per month						
1002. Mortgage insurance	months @ per month						
1003. City property taxes	months @ per month						
1004. County property taxes	months @ per month						
1005. Annual assessments	months @ per month						
1006. Flood insurance	months @ per month						
1007.	months @ per month						
1008.	months @ per month						
1009. Aggregate accounting adjustment							
1100. Title charges:			Borrower POC	Seller POC			
1101. Settlement or closing fee	to Maggard Law Firm, PA				400.00		
1102. Abstract or title search	to Attorneys' Title Fund Services, LLC				125.00		
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Wire & Courier Fees	to Maggard Law Firm, PA				100.00		
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above item numbers:)							
1108. Title Insurance	to Old Republic National Title Insurance Company/Maggard Law				100.00		
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$15,100.00 (\$100.00)						
1111. Endorse:							
1112.	to						
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed \$23.25 Mortgage(s) Releases				23.25		
1202. City/county tax/stamps	Deed Mortgage(s)						
1203. State tax/stamps	Deed \$105.70 Mortgage(s)				105.70		
1204.	to						
1205.	to						
1300. Additional settlement charges:			Borrower POC	Seller POC			
1301. Survey	to						
1302. Pest Inspection	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:					853.95	0.00	
(Enter on lines 103, Section J and 502, Section K)						853.95	0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mark Warda, President
Borrower

W. Alan Knight
W. Alan Knight, City Council President

Seller
10-15-2021

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Maggard Law Firm, PA

By: _____
As Its Authorized Representative Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DoubleTime®

Prepared by and return to:
Matthew E. Maggard, Esq.
Attorney at Law
Maggard Law Firm, PA
13134 US Highway 301
Dade City, FL 33525
352-458-4700
File Number: **00673-21A**
Will Call No.:

Parcel Identification No. **01-26-21-0050-00000-00B0**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **8th** day of **October, 2021** between **City of Zephyrhills, a municipal corporation** whose post office address is **5335 8th Street, Zephyrhills, FL 33542** of the County of **Pasco**, State of **Florida**, grantor*, and **Trust No. 00B0** dated **August 26, 2021**, **Land Trust Service Corporation, a Florida corporation** as **Trustee, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statutes §689.071 and 689.073,** whose post office address is **PO Box 186, Lake Wales, FL 33859** of the County of **Polk**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Pasco County, Florida**, to-wit:

Tract "B", KEMPLE ESTATES, 1ST ADDITION, according to the map or plat thereof as recorded in Plat Book 11, Page 6, LESS the East 64.00 feet thereof, Public Records of Pasco County, Florida.

The interest of the beneficiaries under said trust is personal property. Persons dealing with the Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of trust property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this deed and the trust agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Faith Wilson
Witness Name: Faith Wilson
John Bostic III
Witness Name: John Bostic III

CITY OF ZEPHYRHILLS, Florida by and through
Its duly authorized CITY COUNCIL

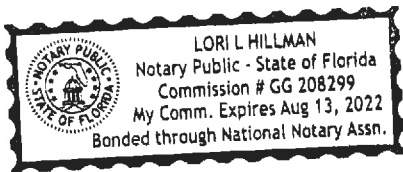
W. Alan Knight
W. Alan Knight, City Council President

ATTEST:

Lori L. Hillman
Lori Hillman, City Clerk

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence this 15th day of October, 2021 by W. Alan Knight He/she (☒) is personally known to me OR (☐) has produced a Florida driver's license as identification



Lori L. Hillman
(Signature of Notary Public - State of Florida)

Lori L. Hillman
(Printed Name of Notary Public, State of Florida)

[AFFIX NOTARIAL SEAL]

A. Settlement Statement

B. Type of Loan

☐ 1. FHA ☐ 2. FmHA ☐ 3. Conv. Unins.
☐ 4. V.A. ☐ 5. Conv. Ins.

6. File Number
00673-21A

7. Loan Number

8. Mortg. Ins. Case Num.

ID:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Trust No. 00B0 dated August 26, 2021, Land Trust Service Corporation, a Florida corporation as Trustee
 Address of Borrower: PO Box 186, Lake Wales, Florida 33859

E. NAME OF SELLER: The City of Zephyrhills, a municipal corporation
 Address of Seller: 5335 8th Street, Zephyrhills, Florida 33542

TIN:

F. NAME OF LENDER:
 Address of Lender:

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT: Maggard Law Firm, PA
 Place of Settlement: 13134 US Highway 301, Dade City, Florida 33525

TIN: 82-5397423

Phone: 352-458-4700

I. SETTLEMENT DATE: 10/8/21

DISBURSEMENT DATE: 10/8/21

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	15,100.00	401. Contract sales price	15,100.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	278.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	15,378.95	420. Gross amount due to seller:	15,100.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reductions in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	15,378.95	601. Gross amount due to seller (line 420)	15,100.00
302. Less amount paid by/for the borrower (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	0.00
303. Cash (☒ From ☐ To) Borrower:	15,378.95	603. Cash (☒ To ☐ From) Seller:	15,100.00

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

Borrower's Initial(s):

Seller's Initial(s):

WAT

Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$15,100.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance				Borrower POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender				Borrower POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges				Borrower POC	Seller POC		
1101. Settlement or closing fee	to						
1102. Abstract or title search	to	Attorneys' Title Fund Services, LLC				50.00	
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above item numbers:)							
1108. Title Insurance	to	Old Republic National Title Insurance Company/Maggard Law				100.00	
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$15,100.00 (\$100.00)						
1111. Endorse:							
1112.	to						
1113.	to						
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	\$23.25	Mortgage(s)	Releases		23.25	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	\$105.70	Mortgage(s)			105.70	
1204.	to						
1205.	to						
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Survey	to						
1302. Pest Inspection	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						278.95	0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mark Warda, President
Borrower

W. Alan Knight
W. Alan Knight, City Council President
Seller
10-15-2021

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Maggard Law Firm, PA

By:

As Its Authorized Representative

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DoubleTime®

Prepared by and return to:
Matthew E. Maggard, Esq.
Attorney at Law
Maggard Law Firm, PA
13134 US Highway 301
Dade City, FL 33525
352-458-4700
File Number: **00673-21B**
Will Call No.:

Parcel Identification No. **01-26-21-0050-00000-00B2**

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **16th** day of **September, 2021** between **The City of Zephyrhills, a municipal corporation** whose post office address is **5335 8th Street, Zephyrhills, FL 33542** of the County of **Pasco**, State of **Florida**, grantor*, and **Trust No. 00B2 dated August 26, 2021, Land Trust Service Corporation, a Florida corporation**, as **Trustee**, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statutes §689.071 and 689.073, whose post office address is **PO Box 186, Lake Wales, FL 33859** of the County of **Polk**, State of **Florida**, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Pasco County, Florida**, to-wit:

The East 64.00 feet of Tract "B", KEMPLE ESTATES, 1ST ADDITION, according to the map or plat thereof as recorded in Plat Book 11, Page 6, Public Records of Pasco County, Florida.

The interest of the beneficiaries under said trust is personal property. Persons dealing with the Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of trust property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this deed and the trust agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

and said grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Faith Wilson
Witness Name: Faith Wilson
John Bostic III
Witness Name: John Bostic III

CITY OF ZEPHYRHILLS, Florida by and through
Its duly authorized CITY COUNCIL

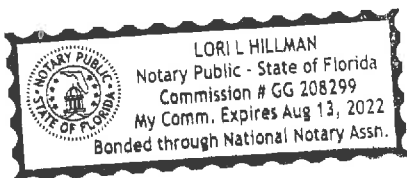
W. Alan Knight
W. Alan Knight, City Council President

ATTEST:

Lori L. Hillman
Lori Hillman, City Clerk

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence this 15th day of October 2021 by W. Alan Knight He/she (☒) is personally known to me OR (☐) has produced a Florida driver's license as identification



Lori L. Hillman
(Signature of Notary Public - State of Florida)

Lori L. Hillman
(Printed Name of Notary Public, State of Florida)

[AFFIX NOTARIAL SEAL]

A. Settlement Statement

B. Type of Loan

☐ 1. FHA	☐ 2. FmHA	☐ 3. Conv. Unins.	6. File Number 00673-21B	7. Loan Number ID:	8. Mortg. Ins. Case Num.
☐ 4. V.A.	☐ 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Trust No. 00B2 dated August 26, 2021, Land Trust Service Corporation, a Florida corporation, as Trustee
 Address of Borrower: PO Box 186, Lake Wales, Florida 33859

E. NAME OF SELLER: The City of Zephyrhills, a municipal corporation
 Address of Seller: 5335 8th Street, Zephyrhills, Florida 33542 TIN:

F. NAME OF LENDER:
 Address of Lender:

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT: Maggard Law Firm, PA
 Place of Settlement: 13134 US Highway 301, Dade City, Florida 33525 TIN: 82-5397423
 Phone: 352-458-4700

I. SETTLEMENT DATE: 10/8/21 DISBURSEMENT DATE: 10/8/21

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	15,100.00	401. Contract sales price	15,100.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	278.95	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	15,378.95	420. Gross amount due to seller:	15,100.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	0.00	520. Total reductions in amount due seller:	0.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	15,378.95	601. Gross amount due to seller (line 420)	15,100.00
302. Less amount paid by/for the borrower (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	0.00
303. Cash (☒ From ☐ To) Borrower:	15,378.95	603. Cash (☒ To ☐ From) Seller:	15,100.00

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see Instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

Borrower's Initial(s):

Seller's Initial(s):



Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$15,100.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance				Borrower POC	Seller POC		
901. Interest from	to @	/day					
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender				Borrower POC	Seller POC		
1001. Hazard insurance	months @	per month					
1002. Mortgage insurance	months @	per month					
1003. City property taxes	months @	per month					
1004. County property taxes	months @	per month					
1005. Annual assessments	months @	per month					
1006. Flood insurance	months @	per month					
1007.	months @	per month					
1008.	months @	per month					
1009. Aggregate accounting adjustment							
1100. Title charges				Borrower POC	Seller POC		
1101. Settlement or closing fee	to Attorneys' Title Fund Services, LLC					50.00	
1102. Abstract or title search	to						
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above item numbers:)							
1108. Title insurance	to Old Republic National Title Insurance Company/Maggard Law					100.00	
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$15,100.00 (\$100.00)						
1111. Endorse:							
1112.	to						
1113.	to						
1200. Government recording and transfer charges							
1201. Recording fees	Deed \$23.25 Mortgage(s)	Releases				23.25	
1202. City/county tax/stamps	Deed Mortgage(s)						
1203. State tax/stamps	Deed \$105.70 Mortgage(s)					105.70	
1204.	to						
1205.	to						
1300. Additional settlement charges: =				Borrower POC	Seller POC		
1301. Survey	to						
1302. Post Inspection	to						
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:						278.95	0.00
(Enter on lines 103, Section J and 502, Section K)							

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mark Warda, President
Borrower

W. Alan Knight
W. Alan Knight, City Council President
Seller
10-15-2021

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Maggard Law Firm, PA

By: _____
As Its Authorized Representative Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

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