



**CITY COUNCIL
ZEPHYRHILLS, FLORIDA**

**Monday, June 10, 2024
6:00 PM**

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

<https://meet.goto.com/920146845>

or dial in using your phone:

+1 (571)317-3122 - Access Code: 920-146-845

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

**Zephyrhills
City Hall**

**Council
Chambers**

Call to Order – Council President Kenneth M. Burgess, Jr.
Roll Call – City Clerk Lori Hillman
Invocation – Pastor Denise Lay, First Presbyterian Church
Pledge of Allegiance – Council President Kenneth M. Burgess, Jr.

1. MAYOR

- 1.1 National Small Cities and Towns Proclamation
 - 1. Small Cities and Towns
- 1.2 Juneteenth Proclamation
 - 1. Juneteenth
- 1.3 Mobility Plan Presentation
 - 1. City Council Mobility Presentation
- 1.4 City Manager Evaluation
 - 1. City Manager's Annual Evaluation Form

2. CONSENT ITEMS

- 2.1 Approval of May 13, 2024 Regular Meeting Minutes
 - 1. M05-13-2024

- 2.2 Approval of May 13, 2024 Impact Fee Workshop Minutes
 - 1. M05-13-2024 Impact Fee Workshop
- 2.3 Approval of May 20, 2024 Impact Fee Workshop Minutes
 - 1. M05-20-2024 Impact Fee Workshop
- 2.4 Approval of May 20, 2024 Budget Workshop Minutes
 - 1. M05-20-2024 Budget Workshop
- 2.5 Appointment of Board Members
 - 1. BOARDS-2024.5 June 10, 2024
- 2.6 Approval of Jones Edmunds Final Three Year Professional Services Extension Agreement No. 37-24-04 - June 11, 2024 through June 10, 2027
 - 1. 2024-05-21-PECON-Zephyrhills-35-18-03-Renewal(30801007.1)
 - 2. 37-18-04 Jones Edmunds Professional Services Agreement(30801005.1)
- 2.7 Agreement No. 41-24-18 - Third Amendment to Sarasota County's Original Piggyback Agreement with Ferguson Waterworks to Extend Terms through August 29, 2025
 - 1. Ferguson-Sarasota County W-WW-Reclaim 5-24(30800698.2)
 - 2. Exhibit A - SARASOTA Ferguson RENEWAL PIPE AND FITTINGS Amendment_No(30801001.1)
 - 3. 41-23-27 Ferguson Enterprises, Inc. Piggyback with Sarasota County

3. BUSINESS ITEMS/PUBLIC HEARING

- 3.1 Residential Moratorium 12 Month Extension (June 26, 2024 - June 25, 2025)
 Second Reading **ORDINANCE NO. 1479-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**
 - A. Council President opens Public Hearing
 - B. Council President closes Public Hearing
 - C. City Council considers Ordinance No. 1479-24 on the Second Reading

- 1. Ordinance 1479-24 - Residential Moratorium 12 Month Extension

4. PLANNING DIRECTOR'S REPORT

- 4.1 PUD 14-22 AdventHealth Future Land Use and Rezoning - Planning Report
 - 1. Advent Health Staff Report 5-30-2024
 - 2. AdventHealth MF- Conditions of Approval6-10-24 (Planning Report CC)
 - 3. AdventHealthMF_PlanningCommission_2024.05.28 (1)

5. CITY MANAGER'S REPORT

- 5.1 Consideration of Chamber Appointment

CITIZEN COMMENTS

MAYOR ANNOUNCEMENTS

CITY MANAGER ANNOUNCEMENTS

CITY ATTORNEY ANNOUNCEMENTS

CITY COUNCIL COMMENTS

6. NOTED ITEMS

6.1 Central Florida HIDTA Grant

- 1. Seminole County Sheriff's Office Subrecipient Agreement for the HIDTA Program**

ADJOURN

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



PROCLAMATION

WHEREAS, small cities and towns under 50,000 populations are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

WHEREAS, small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

WHEREAS, the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; and

WHEREAS, state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

WHEREAS, organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

WHEREAS, during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

WHEREAS, the National League of Cities President and the Small Cities Council of the National League of Cities have declared June 2024 as Small Cities Month;

NOW, THEREFORE, I, Melonie Bahr Monson, by virtue of the authorized vested in me as Mayor of the City of Zephyrhills do hereby proclaim the month of June 2024, as Small Cities Month, and encourage President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson

Melonie Bahr Monson, Mayor

Attest: *Lori L. Hillman*

Lori L. Hillman, City Clerk



PROCLAMATION

WHEREAS, on September 22, 1862, President Abraham Lincoln issued the Emancipation Proclamation notifying the states in rebellion against the Union that if they did not cease their rebellion and return to the Union by January 1, 1863, he would declare their slaves forever free. This proclamation was ignored by those states that seceded from the Union; and

WHEREAS, June 19, 1865, referred to as Juneteenth, is considered the date when the last slaves in America were freed; and

WHEREAS, emancipation in Florida was proclaimed in Tallahassee on May 20, 1865, and for this reason Floridians traditionally celebrate Emancipation Day on May 20; and

WHEREAS, Juneteenth is celebrated because it symbolizes the end of slavery. Juneteenth has become to symbolize for many African-Americans what the fourth of July symbolizes for all Americans – freedom. It serves as an historical milestone reminding America of the triumph of the human spirit over the cruelty of slavery, honoring those who survived the inhumane institution of bondage as well as demonstrating pride in the legacy of resistance and perseverance; and

WHEREAS, Juneteenth is now celebrated annually across the United States on the weekend nearest June 19th and is the oldest celebration of the end of slavery in the United States.

NOW, THEREFORE, I, Melonie Bahr Monson, by the virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida, do hereby proclaim **June 19, 2024 as Juneteenth Community Celebration Day** in the City of Zephyrhills, Florida and urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.

IN WITNESS WHEREOF, I hereunto set my hand and caused the seal of the City of Zephyrhills, Florida to be affixed this 10th day of June, 2024.



CITY OF ZEPHYRHILLS, FLORIDA

Melonie Bahr Monson

Melonie Bahr Monson, Mayor

Attest:

Lori L. Hillman

Lori L. Hillman, City Clerk

Zephyrhills Mobility Plan

City Council Presentation
June 10, 2024
6:00 PM

What is Mobility?

Mobility^(n.) (məʊˈbɪl.ə.ti)

1. Quality or state of being mobile or movable
- 2. Ability or capacity to move**

What is a Mobility Plan?

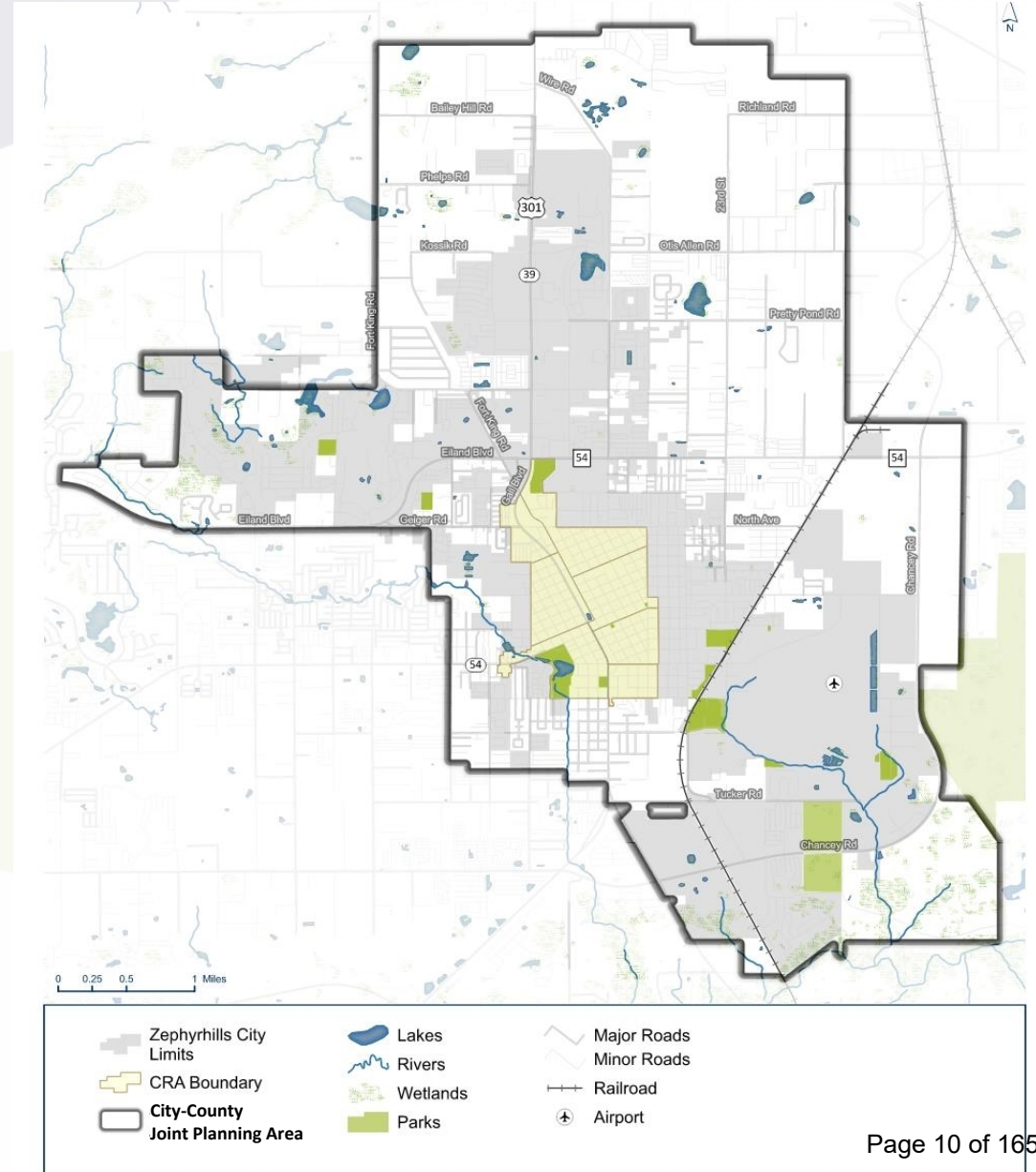
Agenda

- Mobility Plan Overview
- Draft Mobility Strategies
- Draft Mobility Concepts
- Draft Recommendations
- Next Steps

Mobility Plan Overview

Mobility Plan Update

The GoingPLACES Mobility Plan will play a pivotal role in the update of the **city's comprehensive plan**, ensuring our transportation landscape is aligned with the **community's broader vision for growth, development, and place making.**



Study Objectives

- **Enhance accessibility** so all community members have access to safe, reliable, and affordable transportation options.
- Advance transportation solutions that **reduce environmental impact** and **support a healthier city**.
- **Support the local economy** through transportation investments that stimulate economic development and job creation.
- Strengthen the fabric of our community by making it **easier for people to connect with places, services, and each other**.

Draft Mobility Strategies

Mobility Plan Strategies

- **Strategy 1:** Enhance access to safe, reliable, convenient, and affordable transportation options for all community members.
 - Improve mobility with job centers and key community destinations.
 - Enhance accessibility and comfort at public transit stops.
 - Collaborate with communities to develop solutions with established neighborhoods.

Mobility Plan Strategies

- **Strategy 2:** Advance transportation solutions that reduce environmental impact and support a healthier community.
 - Construct sidewalk, bicycle lanes and trails in strategic locations.
 - Install bike racks in convenient locations at community destinations.
 - Explore opportunities to expand the use of low-speed, nonmotorized vehicles.

Mobility Plan Strategies

- **Strategy 3**: Prioritize strategic transportation investments aimed at stimulating economic growth and job creation.
 - Upgrade transportation system to provide reliable access to markets from the Zephyrhills Industrial Corridor.
 - Develop Complete Streets improvements within the Community Redevelopment Area.
 - Partner with county and regional agencies to develop the regional bypass loop road.

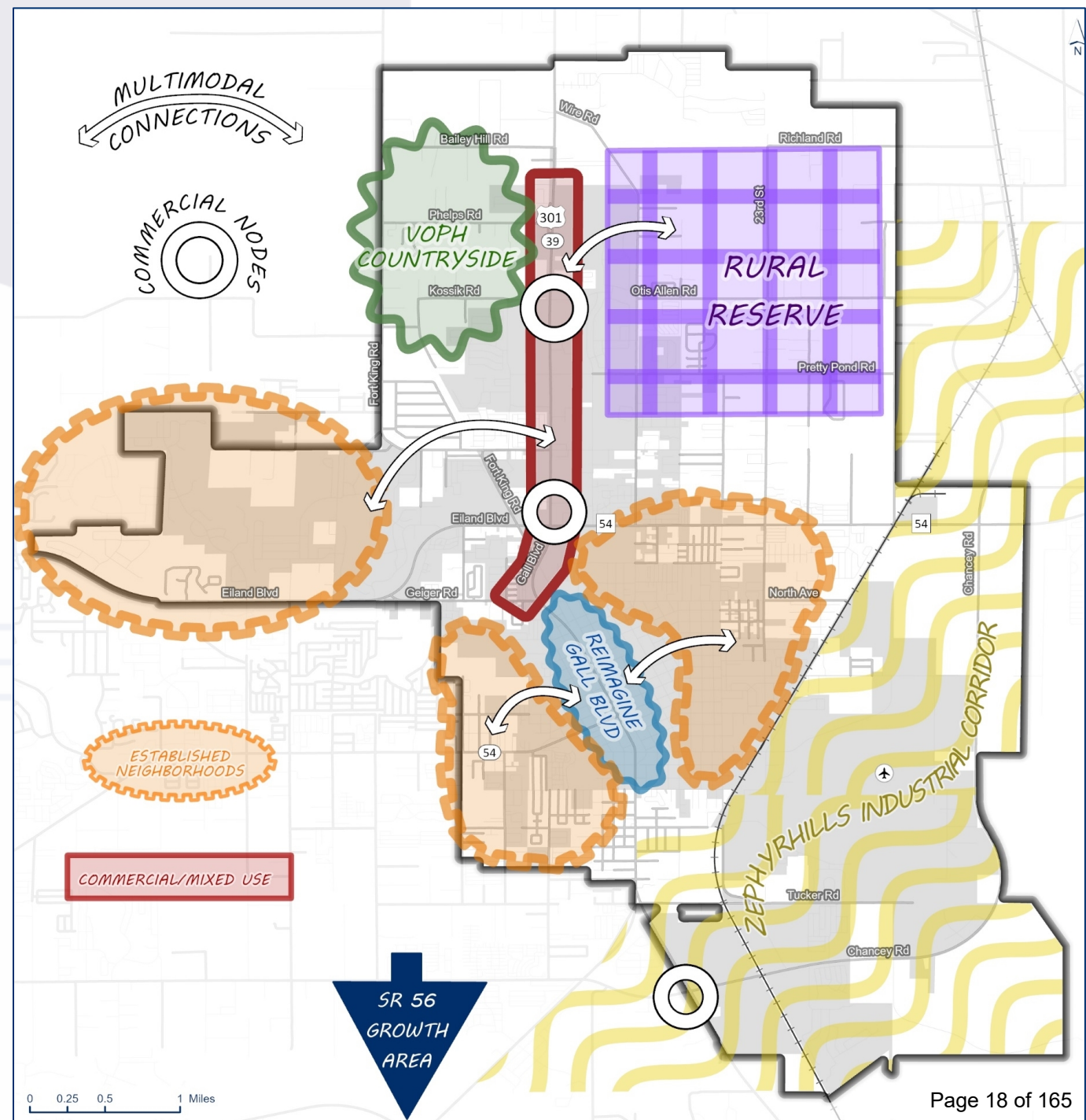
Mobility Plan Strategies

- **Strategy 4:** Use transportation projects as opportunities to enhance the character, identity, and functionality of diverse place types within our city.
 - Establish connectivity standards for new developments to create walking and cycling connections between residential and other destinations.
 - Engage with communities to identify priorities and preferences that reflect the unique character of each.

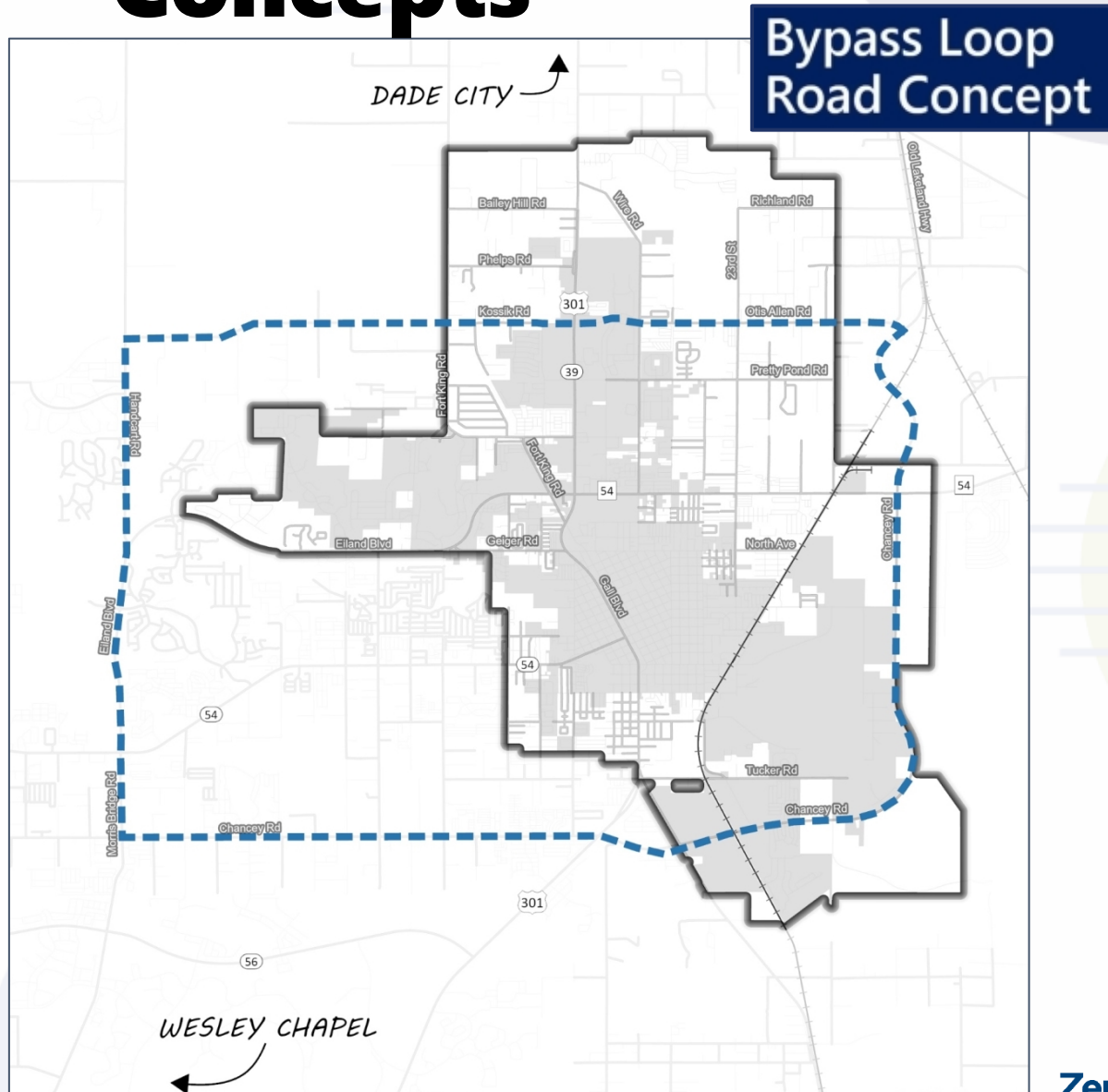
Draft Mobility Concepts

Mobility Plan Concepts / Context

- Address mobility for each distinct area:
 - Existing Neighborhoods.
 - Community Redevelopment Area (US 301 / Gall Boulevard).
 - Commercial / Mixed Use
 - Commercial Nodes
 - Zephyrhills Industrial Corridor
 - Rural Reserve
 - Village of Pasadena Hills Countryside
 - SR 56 Growth Area



Regional Traffic / Gall Boulevard Concepts



Bicycle / Pedestrian Safety Design Elements

- Add mid-block crossings with enhanced crosswalk markings and driver awareness beacons where appropriate.
- Lower posted speed limits to 35 mph.
- Enhance street lighting at crosswalks to improve visibility.
- Install sidewalks to connect with nearby transit stops.



Concept: Pedestrian Crossing on SR 54 east of Court Street

Freight Design Considerations

- Optimize intersection operational efficiency.
- Balance truck movement needs with pedestrian refuge and safety.
- Design left turn lanes to accommodate large truck turning radius.
- Extend turn lanes to provide additional storage for trucks.

Freight Oriented Area

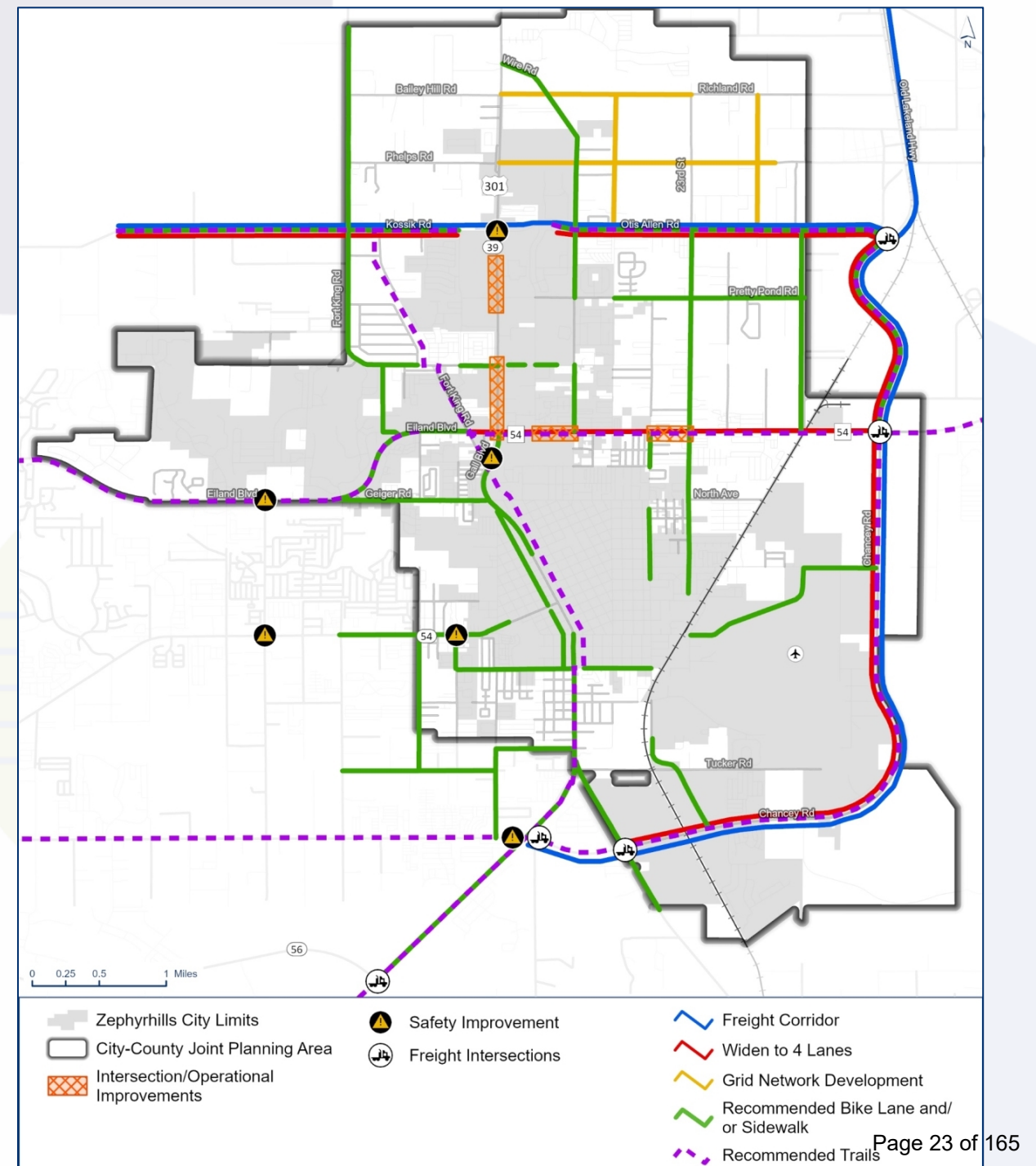


FDOT District 7 Strategic Freight Plan – Freight Design Guidelines

Draft Mobility Recommendations

Mobility Plan Recommendations

- Advance safety and complete streets concepts.
- Add regional trail network connectivity
- Address gaps in bicycle and pedestrian networks.
- Relieve congestion and roadway capacity.
- Improve freight access and roadway compatibility.



Next Steps

Timeline / Next Steps

- Phase 1 January – February
 - Project initiation and discovery
 - Identify mobility issues and existing conditions
- Phase 2 February – April
 - Develop a mobility needs assessment
 - Strategies and recommendations for consideration in Future Land Use Plan
 - Prepare illustrative concept maps to communicate the Mobility Plan
- Phase 3 April – June 
 - Prepare draft documentation for public review
 - Present recommendations to Planning Commission and City Council.

Stay Informed



Visit our website



Welcome to the GoingPLACES Mobility Plan Initiative

New! April 18 Mobility Solutions Community Workshop Materials

- [April 18 Workshop Flyer \(link\)](#)
- [Existing Conditions Report \(link\)](#)
- [Multimodal Maps Report \(link\)](#)
- [Preliminary Mobility Plan Recommendations \(link\)](#)
- [Tell Us What YOU Think! \(link to Comment Form\)](#)



Transforming Transportation, Connecting Communities

GoingPLACES is a forward-thinking initiative by our city to reimagine how we move, connect, and thrive. This comprehensive effort is not only about planning for our long-range transportation needs but also exploring how transportation investments can help create vibrant, accessible places for everyone in our community.

Select Language ▼

The GoingPLACES Mobility Plan will play a pivotal role in the update of the city's comprehensive plan, ensuring our transportation landscape is aligned with the community's broader vision for growth, development, and creating quality places.

Google Translate

Contact

Todd Vande Berg

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ci.zephyrhills.fl.us/736/GoingPLACES



MAYOR 1.4

City Manager Evaluation

Issue:

City Manager Evaluation

Background:

Per the City Manager's contract, the City Council evaluates the job performance of the City Manager on an annual basis. The purpose of the performance evaluation process is to provide important feedback to the City Manager regarding his performance in accomplishing assigned duties and responsibilities, and to establish specific work-related goals and objectives.

The evaluation period will be from June 2023 to June 2024. A fillable PDF form will be emailed to Council members by HR this week.

Attachment(s):

1. City Manager's Annual Evaluation Form

Fiscal Impact:

No fiscal impact

Staff Recommendation:

Staff requests Council members complete the City Manager's Evaluation Form and submit to Mayor Monson by Thursday, June 27, 2024. Mayor Monson will complete a summary of the evaluation and present to Council and the City Manager on Monday, July 22, 2024.



Zephyrhills

jump right in

City Manager's Annual Evaluation

Employee Name:

Evaluation Period:

This evaluation form consists of ten key performance measures (Personal, Professional Skills & Status, Relations with Elected Members, Policy Execution, Reporting, Citizen Relations, Staffing, Supervision, Community, and Fiscal Management).

Performance levels should be chosen that best describes the City Manager's performance on each job factor, based on the following factor rating scale:

(5) **Exceeds Above Expectations:** Consistently meets and often exceeds all relevant job requirements. Shows initiative and versatility effectively performing above and beyond the normal expected level of achievement.

(4) **Meets Above Expectations:** Meets all relevant performance with quality and quantity of work that consistently exceeds satisfaction of the job requirements.

(3) **Satisfactory Expectations:** Performance is satisfactory but does not consistently exceed the job requirements and standards of work.

(2) **Below Expectations:** Performance does not consistently meet job requirements and standards. The quality and quantity of work are not consistently acceptable. Improvement is necessary to reach the expected level of performance.

(1) **Needs Improvement:** Performance does not meet the position's requirements and is significantly below standards. Immediate improvement is needed.

Any item left blank will be interpreted as a score of "(3) Satisfactory Expectations"

This evaluation form also contains a section for an opportunity to enter in responses to specific questions and to list any comments you believe pertinent to the rating period.

Evaluation of Skills: PERSONAL

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Invests sufficient effort toward being diligent and thorough	☐	☐	☐	☐	☐
Exercises good judgment	☐	☐	☐	☐	☐
City Manager is enthusiastic, cooperative and willing to adapt	☐	☐	☐	☐	☐
City Manager is a "self-starter"	☐	☐	☐	☐	☐
Exhibits composure, appearance and attitude appropriately	☐	☐	☐	☐	☐

Evaluation of Skills: RELATIONS WITH ELECTED MEMBERS

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Carries out the directives of the governing body as a whole, rather than those of any one member of the Council	☐	☐	☐	☐	☐
Assists governing body members to resolve problems at the administrative level in a manner that avoids unnecessary Council action	☐	☐	☐	☐	☐
Assists the council in establishing policy, while acknowledging the ultimate authority of the Council	☐	☐	☐	☐	☐
Responds to requests for information or assistance by Council	☐	☐	☐	☐	☐
Informs the governing body of current issues and administrative developments in a timely manner	☐	☐	☐	☐	☐
Receptive to constructive criticism and advice	☐	☐	☐	☐	☐
Information is disseminated equally and completely to members of Council	☐	☐	☐	☐	☐

Evaluation of Skills: PROFESSIONAL SKILLS and STATUS

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Knowledgeable of current developments affecting the local government management field	☐	☐	☐	☐	☐
Demonstrates a capacity for innovation and creativity	☐	☐	☐	☐	☐
Anticipates problems and develops effective approaches for solving them	☐	☐	☐	☐	☐
Willing to try new ideas proposed by Council Members and/ or staff	☐	☐	☐	☐	☐

Evaluation of Skills: POLICY EXECUTION

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Implements governing body actions in accordance with the intent of Council	☐	☐	☐	☐	☐
Supports the actions of the governing body after a decision has been reached, both inside and outside the organization	☐	☐	☐	☐	☐
Understands the local government's laws, policies and ordinances	☐	☐	☐	☐	☐
Enforces the local government's policies and ordinances	☐	☐	☐	☐	☐
Reviews ordinance and policy procedures periodically to improve their effectiveness	☐	☐	☐	☐	☐
Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is impractical	☐	☐	☐	☐	☐

Evaluation of Skills: REPORTING

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Provides the governing body with reports concerning matters of importance to the local government	☐	☐	☐	☐	☐
Reports produced by the City Manager are accurate, comprehensive, concise and written to their intended audience	☐	☐	☐	☐	☐
Reports are generally produced through the City Manager's own initiative rather than when requested by Council	☐	☐	☐	☐	☐
Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the governing body	☐	☐	☐	☐	☐
Produces and handles reports in a way to convey the affairs of the organization are fully open to the public scrutiny	☐	☐	☐	☐	☐

Evaluation of Skills: CITIZEN RELATIONS

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Responsive to complaints from citizens	☐	☐	☐	☐	☐
Displays and is dedicated to the community and its citizens	☐	☐	☐	☐	☐
Skillful in dealing with the news media, avoiding partisan political positions	☐	☐	☐	☐	☐
Has the capacity to listen to others and to recognize their interests, and works well with others	☐	☐	☐	☐	☐
Willing to meet with members of the community to discuss their concerns	☐	☐	☐	☐	☐
Gives effort to maintain citizen satisfaction with city services	☐	☐	☐	☐	☐

Evaluation of Skills: STAFFING

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Recruits and retains competent personnel for staff positions	☐	☐	☐	☐	☐
Aware of substandard administrative personnel and works to improve their performance	☐	☐	☐	☐	☐
Accurately informed and concerned about employee relations	☐	☐	☐	☐	☐
Promotes training and development opportunities for employees	☐	☐	☐	☐	☐

Evaluation of Skills: SUPERVISION

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Encourages department managers to make decisions within their own departments, while maintaining general control of operations	☐	☐	☐	☐	☐
Instills confidence and initiative in subordinates and emphasizes support	☐	☐	☐	☐	☐
Has developed a informal relationship with the staff and work force as a whole, yet maintains the prestige and dignity of administration	☐	☐	☐	☐	☐
Encourages teamwork and embraces innovative and effective problem solving among staff members	☐	☐	☐	☐	☐
Delegates responsibility effectively and provides open communication to staff	☐	☐	☐	☐	☐

Evaluation of Skills: COMMUNITY

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Shares responsibility for addressing the difficult issues facing the city	☐	☐	☐	☐	☐
Cooperates with neighboring communities	☐	☐	☐	☐	☐
Helps Council address future needs and develops adequate plans anticipating long term trends	☐	☐	☐	☐	☐
Cooperates with other local, state and federal government agencies	☐	☐	☐	☐	☐
Cooperates with other governmental units in the county and region	☐	☐	☐	☐	☐

Evaluation of Skills: FISCAL MANAGEMENT

	Exceeds Above Expectations (5)	Meets Above Expectations (4)	Satisfactory Expectations (3)	Below Expectations (2)	Needs Improvement (1)
Prepares a balanced budget to provide services at a level directed by Council	☐	☐	☐	☐	☐
Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively	☐	☐	☐	☐	☐
Prepares a budget and budgetary recommendations in a comprehensive and accessible format	☐	☐	☐	☐	☐
Possesses awareness of the importance of financial planning and accounting controls	☐	☐	☐	☐	☐

What would you identify as the City Manager's strengths that was achieved during the evaluation period?

What performance areas would you identify as needing improvement(s)? Why? What constructive positive suggestions can you offer the City Manager to enhance performance?

Additional Comments?

Evaluator Name:

Evaluator Signature:

Date:

REGULAR COUNCIL MEETING

A Regular Council Meeting was held on May 13, 2024 at 6:00 p.m. in the Council Chambers of City Hall and via GoToMeeting (408)-650-3123 - Access Code: 765-166-397.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 6:00 p.m. Roll call was taken. Present were members Charles Proctor, Kenneth Burgess, Jodi Wilkeson, Steven F. Spina, Ph.D., Lance A. Smith and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Police Chief Derek Brewer, Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Utility Director John Bostic, Finance Director Ted Beason, Building Official Bill Burgess, Public Information Officer Kevin Weiss, Principal Planner Rodney Corriveau, IT Director Mike Panak, Finance Supervisor Jessica Carter and City Clerk Lori Hillman.

Andres Sequera, Director of Mission and Ministry at AdventHealth Zephyrhills delivered the invocation. The Pledge of Allegiance followed.

1. MAYOR

1.1 Hospital Week Proclamation

Mayor Melonie Bahr Monson read aloud a Hospital Week Proclamation proclaiming May 7th – 13th, 2024 as Hospital Week in Zephyrhills.

1.2 National Public Works Week Proclamation

Mayor Melonie Bahr Monson read aloud a National Public Works Week Proclamation proclaiming May 19th – 25th, 2024 as National Public Works Week.

1.3 Luan Gore Proclamation

Mayor Melonie Bahr Monson read aloud a proclamation honoring Luan Gore, proclaiming May 13, 2024 as a day to honor and appreciate Luan Gore in recognition of her many contributions to the City of Zephyrhills.

1.4 Russell Schmidt Proclamation

Mayor Melonie Bahr Monson read aloud a proclamation honoring Russell Schmidt, proclaiming May 13, 2024 as a day to honor and appreciate Russell Schmidt in recognition of his many contributions to the City of Zephyrhills.

1.5 LeAnne John Proclamation

Mayor Melonie Bahr Monson read aloud a proclamation honoring LeAnne John, proclaiming May 13, 2024 as a day to honor Ms. John in recognition of her teaching acumen and contributions to the students of the City of Zephyrhills and Pasco County.

1.6 Pasco County Students Working Against Tobacco (SWAT) Presentation by Wendall Krinn Technical High School

Wendy Kirchner, SWAT Advisor, said the SWAT team was present to discuss the benefits of an ordinance creating Tobacco-Free Parks in the City of Zephyrhills. The ordinance would protect both kids and adults from exposure to secondhand smoke and would help demoralize tobacco use which is the leading cause of death and disease in the United States. Student Cayley Depaz narrated a presentation, “Young Lungs at Play – Tobacco-Free Parks Protect Kids.”

City Manager William Poe said an ordinance will be presented to Council in the near future to ban smoking in City Parks in the City of Zephyrhills similar to an ordinance Hernando County passed banning smoking in their City Parks and beaches.

2. CONSENT ITEMS

2.1 Approval of April 22, 2024 Meeting Minutes

2.2 Approval of Palm Bay Piggyback with L.J. Powers, Inc. Agreement No. 41-24-16 – 2 of 4, 12 Month Extension

- 2.3 Approval of Amended Agreement to Piggyback on the Appalachian Material Services, Inc. (AMS) Agreement No. 41-20-10 Agreement with Tarpon Springs for Sludge Hauling Services Due to Price Escalation
- 2.4 Approval of Southern Corrosion, Inc. Agreement No. 41-24-13
- 2.5 Supplemental No. 1 to FDOT Contract No. G2151 – FPN 450716-1-54-01 South Avenue Extension 24-24-01 (National Guard)
- 2.6 Community Hope and Intervention Project of Zephyrhills (CHIPZ, Inc.) Grant Agreement No. 24-24-04
- 2.7 Approval of City of Titusville Piggyback with InfoSend Agreement No. 41-24-17 for Utility Billing Printing and Mailing Services

Steve Spina moved to approve the Consent Items. Seconded by Charles Proctor. Motion passed unanimously.

3. **BUSINESS ITEMS/FINANCE DIRECTOR**

3.1 Presentation of 2023 Audit – Annual Comprehensive Financial Report

Finance Director Ted Beason introduced Audit Manager Mary Fernandez with DG Perry CPAs and Advisors who presented the Annual Comprehensive Financial Report for the 2023 Audit. She presented the Independent Auditor's Report, stating when reviewing the audit, it is very important to look at the financials and note disclosures in conjunction for a clear understanding. She referred to Note 1 - Significant Accounting Policies that govern the preparation of financials. New this year is Governmental Accounting Standards Board 87 (GASB 87) that defines the scope of leased assets. GASB 87 is important to airport hangar leases which are a multi-year commitment for the City and will be included in the financials and disclosed this year. Governmental Accounting Standards Board 96 (GASBY 96) requires the government to measure subscription liability. The City has a Subscription-Based Information Technology multi-year agreement for communications software and will be included in the financials and disclosed this year.

Ms. Fernandez referred to the audit results for the financial statements which received an unmodified or a clean opinion, no instances of non-compliance for internal control with an unmodified or clean opinion for single audit compliance. She highlighted several major financial statements to include the Government Funds Balance Sheet; Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds; Statement of Revenues, Expenses, and Changes in Net Position Proprietary Funds; Total Government Funds – Revenue; Total Government Funds – Expenditures; Undesignated/Unreserved General Fund Balance; Total Proprietary Funds – Revenue; Total Proprietary Funds – Expenses; and Net Assets by Activity Type.

Steve Spina moved to accept the 2023 Audit as presented. Seconded by Lance Smith. Motion passed unanimously.

3.2 Request for Additional Positions for Utility Billing

Finance Director Ted Beason said Utility Billing has been outsourced for a number of years and will be brought in house effective June 17, 2024 with all billing software in place. He said current positions were budgeted in FY 23/24 and requested Council's approval of an additional two (2) necessary positions based on call volume; one (1) billing and one (1) customer service representative for a total of \$100,000 inclusive of salary and benefits. He said 60% of payments are made online.

Councilman Smith asked staff to consider hybrid options when hiring back office positions for employees to work from home.

Lance Smith moved to approve two (2) additional positions for Utility Billing. Seconded by Jodi Wilkeson. Motion passed unanimously.

4. **CITY MANAGER'S REPORT**

- 4.1 CPH Consulting, LLC Professional Services Agreement No. 37-24-05 for Engineering, Design and Construction of City Complex

City Manager William Poe said the existing City Yard facilities were constructed in 1984 and are antiquated and in need of modernization. A Special Meeting was held on April 8, 2024 to rank the firms presenting Architectural/Engineering Services for the City Complex. Council approved staff to negotiate an agreement with CPH Consulting, LLC. The agreement with CPH provides for space programming, as-built field verification, design, regular meetings with the Construction Manager at Risk (CMAR), construction site observations during construction with plans and permits and a completion date of January 2025. Two Million Dollars (\$2,000,000) was budgeted in FY 23/24 with a total cost of the agreement in the amount of One Million, Nine-Hundred and Fifty Thousand, Eight-Hundred and Thirty-Two dollars (\$1,950,832) which will be split 60/30/10 between Public Works, Utilities and Sanitation. Staff recommended approval of Agreement No. 37-24-05 with CPH Consulting, LLC.

Spoke from the floor: Principal Architect John Lenti with CPH Consulting, LLC – 5601 Mariner Street, Suite 150 – Tampa, FL 33609

Mr. Lenti said fees are based on the state of Florida Department of Management Services (DMS) base services fees for schematic designs and construction administration. He said this project will require a master plan site confirmation and concept design development due to the unique needs and scale of investment as additional support. In addition, and not included in the DMS curve, is civil engineering, geotechnical investigation, surveying, landscaping and other additional services. The fee was structured by looking at the \$20M estimated construction cost with a goal to reduce the cost to \$16M through value engineering. The DMS percentage is 6.4% for basic services, which is in-line with the original concept report prepared by the other Architectural/Engineering consultant, plus the additional services for a total of \$1,950.832. He said CPH is committed to working with the City to realize the \$16M. Once the Notice to Proceed is received, CPH will meet with stakeholders to confirm program requirements and move forward. He said the decision rests with the City in terms of which direction to move forward to invest money. He said he will advise stakeholders to reevaluate decisions if he sees decisions being made that are driving up cost and added the Construction Manager at Risk (CMAR) will provide another level of verification once onboard. He said CPH will present each critical milestone to Council for review.

City Manager William Poe said the cost savings is value engineering that will have to be adhered to in achieving the price.

Councilman Smith directed CPH to continue to look for cost savings through every step of the process. He also recommended staff create a 5 / 10 / 20 year capital improvement plan for large expenditures to periodically review allocations.

Lance Smith moved to approve Agreement No. 37-24-05 with CPH Consulting, LLC. Seconded by Charles Proctor. Motion passed unanimously.

5. CITY ATTORNEY'S REPORT

5.1 Residential Moratorium 12 Month Extension (June 26, 2024 – June 25, 2025)

First Reading **ORDINANCE NO. 1479-24 – “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.”**

City Attorney Matthew Maggard read Ordinance No. 1479-24 by title. He said this ordinance establishes a new 12 month moratorium (June 26, 2024 – June 25, 2025) following the expiration of the current moratorium due to the City's Water Use Permit (WUP) application still under view by the Southwest Florida Water Management District (SWFWMD).

Steve Spina moved to approve Ordinance No. 1479-24 on the First Reading. Seconded by Charles Proctor. Motion passed unanimously.

City Manager William Poe said the City received a third response from SWFWMD three weeks ago with two questions. First, the City currently has an Environmental Management Plan (EMP) to monitor the levels of a body of water and SWFWMD is requesting the City add an additional four (4) to five (5) monitoring sites. Staff are looking for locations to secure agreements to monitor additional sites, if needed. Second, the City has an agreement with Evans / Orsi's Properties to provide water service to their 900 acre subdivision development. In exchange, Evans / Orsi's will relinquish 790 gallons of water capacity permitted by SWFWMD to the City. The agreement was submitted to SWFWMD and they are requesting a detailed Phasing Development Plan. Staff are working with Evans / Orsi's attorney Clark Hobby on a response. Staff reached out to Doug Manson, Esquire with 30 years' experience representing the private sector and governments in water who is willing to assist the City through the Evans / Orsi process. He said he believes the City has the right people in place. He said once the City receives the Water Use Permit for 4.48, the City must begin conversations on where the City's next allotment of water is coming from. He said the easiest solution would be to connect to Dade City through the existing interconnect pipeline but Dade City is going through the same process.

6. CITIZEN COMMENTS

N/A

MAYOR ANNOUNCEMENTS – Mayor Melonie Bahr Monson thanked Police Chief Brewer and his staff for honoring and laying Former Police Chief Howell to rest respectfully. She announced Scholarship night will be held May 21, 2024 at Zephyrhills High School.

CITY MANAGER ANNOUNCEMENTS – City Manager William Poe said at 0400 tomorrow morning (May 14, 2024), Dispatch Consolidation goes live with all 911 calls going to Pasco County. He announced an Impact Fee Workshop will be held Monday, May 20, 2024 at 5:30 p.m. followed by a Budget Workshop at 6:30 p.m. He announced Pasco County received the Corporate Investment and Community Impact Award for Bauducco Manufacturing choosing Zephyrhills to build their production plants. A Community Open House for the Parks Master Plan will be held May 23, 2024, 5:30 p.m. – 7:00 p.m.

CITY ATTORNEY ANNOUNCEMENTS – N/A

CITY COUNCIL COMMENTS – Councilman Spina – N/A

Council Vice President Proctor – N/A

Councilwoman Wilkeson – N/A

Councilman Smith – N/A

Council President Burgess – N/A

7. NOTED ITEMS

7.1 SPR-68-23 Re-Plat of the Market at Zephyrhills

7.2 49-19 PLT Links at Calusa Springs Maintenance Bond Release

7.3 41-24-10 Centennial Contractors

Meeting Adjourned: 7:35 p.m.

Submitted by Lori L. Hillman

CITY COUNCIL WORKSHOP

A City Council Workshop was held on May 13, 2024 immediately following the City Council Meeting in the Council Chambers of City Hall and via GoToMeeting (408)-650-3123 - Access Code: 765-166-397.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 7:40 p.m. Roll call was taken. Present were members Charles E. Proctor, Kenneth M. Burgess, Jr., Jodi Wilkeson, Steven F. Spina, Ph.D., Lance A. Smith and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Public Works Director Shane LeBlanc, Planning Director Todd Vande Berg, Financial Director Ted Beason, Building Official Bill Burgess, IT Director Mike Panak, Public Information Officer Kevin Weiss and City Clerk Lori Hillman.

1. WORKSHOP ITEMS

- 1.1 Transportation Impact Fees
- 1.2 Public Safety Impact Fees
- 1.3 Park Impact Fees

Clancy Mullen, President of Duncan and Associates – Austin, Texas (remote attendance)

Clancy stated an impact fee is a one-time fee on new development designed to cover the capital cost of maintaining the existing level of service and must be calculated in compliance with Florida Statutes and case law to be proportionate to the impacted development. He highlighted the City's impact fee history stating transportation fees were adopted in 2008 at 40% for 32 categories with a partial update in 2015 adding five additional land use categories adopted at 60%. Park fees were adopted in 2004 with Public safety fees adopted in 2005, both at 100%. In 2021, the Florida Legislation changed the Florida Impact Fee Act establishing limitations on increasing impact fees. Any increase up to 25% must be phased in over two years with increases between 25% and 50% phased in over four years. Fees may not be increased more often than four years except for those required through phasing and must be in equal installments. There is also a proportionality requirement that states impact fees must be proportionate to the impact of the land use.

City Manager William Poe stated per State Statute, if impact fees are increased more than 25%, you must implement 12.5% a year. The workshop is being held to determine if there is an "extraordinary circumstance" for the City to begin collecting 100% of the impact fee increase immediately.

Clancy said transportation fees have not been updated in 16 years and construction costs have increased significantly during this time. It would take six years to increase fee revenue by roughly 28% which is an "extraordinary circumstance." Public safety fees have not been updated in 20 years and methodology has changed. It would take 22 years of phasing to fully implement updated fees which is an "extraordinary circumstance." Without the "extraordinary circumstances" option, the City would need a two year phasing schedule for Parks and a four year phasing schedule for transportation and public safety with a update or phasing schedule continuation. If Council chooses to approve "extraordinary circumstances," the City will need a two year phasing schedule for Parks. The transportation and public safety impact fees could be increased to 100% immediately. Two publicly noticed workshops would need to be held with an impact fee ordinance approved by two-thirds of the governing body. A brief synopsis of revenue impacts and comparative jurisdictional impact fees of bordering entities was presented.

City Manager William Poe said the increase is for new residential and commercial construction and will not impact current residents.

Building Official Bill Burgess said when he quotes commercial projects, he adds a caveat that fees may be more or less at the time of final permit approval. He is not concerned with blowback from contractors.

Council concurred to move forward with extraordinary circumstances for impact fees.

2. CITIZEN COMMENTS

N/A

Meeting Adjourned: 8:23 p.m.
Submitted by Lori L. Hillman

CITY COUNCIL WORKSHOP

A City Council Workshop was held on May 20, 2024 at 5:30 p.m. in the Council Chambers of City Hall and via GoToMeeting (646)749-3122 - Access Code: 371-561-765.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 5:30 p.m. Roll call was taken. Present were members Charles E. Proctor, Kenneth M. Burgess, Jr., Jodi Wilkeson, Steven F. Spina, Ph.D., Lance A. Smith and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Public Works Director Shane LeBlanc, Utility Director John Bostic, Planning Director Todd Vande Berg, Financial Director Ted Beason, Building Official Bill Burgess, Airport Manager Nathan Coleman, CRA Director Gail Hamilton, IT Director Mike Panak, Public Information Officer Kevin Weiss, Police Patrol Officer Jailene Colon and Executive Assistant Lucy Huber.

1. WORKSHOP ITEMS

- 1.1 Transportation Impact Fees
- 1.2 Public Safety Impact Fees
- 1.3 Park Impact Fees

Clancy Mullen, President of Duncan and Associates – Austin, Texas (remote attendance)

Clancy highlighted several updates to the presentation. He stated transportation fees not updated in 16 years, since 2008, would take eight years to increase fee revenue as opposed to six years as initially presented. He received data from Dade City for single-family and multi-family transportation fees following the last presentation. He narrated the PowerPoint presentation presented to Council on May 13, 2024 with a few minor modifications. He reiterated with “extraordinary circumstances,” a two year phasing schedule can be adopted for parks with transportation and public safety fees adopted at 100% immediately following adherence to notice requirements.

A conversation ensued around the 2008 Impact Fee Study, the change in process for calculating current impact fees, lumping 30 office / commercial categories into one category, the methodology used to determine an average business, fees based on the amount of traffic generated, and a suggestion to add subcategories for offices and restaurants based on parking ratios to assure they are reflective of one another. A suggestion was made to separate high traffic users to assure they are paying their fair share, running real life modeling for review, and approving public safety and park impact fees this year and transportation impact fees next year.

City Manager William Poe said the City has an agreement with Pasco County to earmark 90% of transportation impact fees collected in a separate account for big box stores (50,000 sq. ft. or more) and Planned Unit Developments (PUD) for utilization on projects agreed upon mutually by the two entities. Staff submitted expenses incurred on various non-City jurisdictional roads for inclusion in the study.

Council President Burgess said he is in favor of adopting the transportation and public safety impact fees at 100% in lieu of phasing. He requested modeling on impact fees for smaller uses of office space as opposed to medical to view the numbers side-by-side.

Councilman Smith pointed out small offices are paying the same rate per 1,000 as doctor’s offices who have people coming in every 15 minutes with significantly less requirements for parking.

Spoke from the floor: Christopher Hatton – Kimley Horn and Associates, Inc.

Mr. Hatton clarified the difference in rate used is the same per unit charge relating to trip generation, trip length and trip type. He said there are three different items that determine the assessment of an impact fee. In theory, the fee is an average in terms of trip generation. He said consolidation has been the trend throughout all municipalities over the last ten years for simplification.

City Manager William Poe said the Impact Fee Study must be completed within 12 months of the initiation prior to the adoption by October 1, 2024 and recommended scheduling the two public hearings on the impact fee ordinance in September with the two budget hearings. He said workshops can be held before the September meetings. He directed Christopher Hatton with Kimley Horn to leave the categories as they are and pull out restaurants with drive thrus, convenient stores with gas pumps and medical offices to be brought back before Council for review.

Council concurred to move forward with the approval of the parks, public safety and transportation impact fees at the same time.

2. CITIZEN COMMENTS

N/A

Meeting Adjourned: 7:06 p.m.
Submitted by Lori L. Hillman
Not Present at Meeting

CITY COUNCIL WORKSHOP

A City Council Workshop was held on May 20, 2024 immediately following the Impact Fee Workshop in the Council Chambers of City Hall and via GoToMeeting (646)749-3122 - Access Code: 371-561-765.

Council President Kenneth M. Burgess, Jr. called the meeting to order at 7:17 p.m. Roll call was taken. Present were members Charles E. Proctor, Kenneth M. Burgess, Jr., Jodi Wilkeson, Steven F. Spina, Ph.D., Lance A. Smith and Mayor Melonie Bahr Monson. City Manager William Poe and City Attorney Matthew Maggard were present.

Staff present: Public Works Director Shane LeBlanc, Utility Director John Bostic, Planning Director Todd Vande Berg, Financial Director Ted Beason, Building Official Bill Burgess, Airport Manager Nathan Coleman, CRA Director Gail Hamilton, IT Director Mike Panak, Public Information Officer Kevin Weiss, Police Patrol Officer Jailene Colon and Executive Assistant Lucy Huber.

1. WORKSHOP ITEMS

1.1 FY 24/25 Budget

City Manager William Poe said the purpose of tonight's workshop is for Council and the Mayor to provide their vision, ideas, and funding for projects in the upcoming budget.

COUNCILMAN SPINA

- Create a five and ten year Capital Improvement Plan (CIP).
- Update the Utility Rate Study.
- Traffic hot spots: 8th Street and North Avenue and the intersection of Fort King Road and Eiland Blvd.
- Parks Master Plan – earmark funding to pave the Train Depot parking lot and extend the sidewalk along 6th Avenue to Mathis Lane.
- \$600,000 State Appropriations Funding for Zephyr Park.
- Hire an additional Public Works employee with duties to include Historic Building Maintenance (Jeffries House, Train Depot and the WWII Airport Barracks). Create a maintenance schedule for historic buildings and increase historic building repairs line item from \$25,000 to \$50,000.
- Discuss Historic Preservation and the Certified Local Government Program.
- Funding to open and utilize the Train Depot.
- City Council sound system and computer equipment.
- Stream City Council meetings on YouTube.
- Discuss water issues, alternative sources, the water use permit (WUP) and new wells.
- Create growth policies of what, where and how the City plans to grow.
- Septic-to-Sewer Program – work with the Pasco County CDBG Program and Senator Burgess to extend sewer to the Otis Moody neighborhood and from Lincoln Heights to Airport Road.
- Update tree ordinance.
- Create an inventory of vacant lots in the CRA for habitat housing or other low income affordable housing.
- Continuation of sidewalk construction.
- Time Square improvements.
- Purchase property on the north end of the City for a park.
- Coordinate funding for matching grants for the Airport by creating a pot of money, if needed.

COUNCIL VICE PRESIDENT PROCTOR

- Traffic hot spots.
- Zephyr Park – new playground equipment, bathroom improvements and covered, resurfaced tennis courts.
- Provide more scholarships to graduating students; specifically, low income students.
- Improvements to Krusen Field.
- City road repairs.

COUNCILWOMAN WILKESON

- Repave the Train Depot parking lot, rehabilitate pavilion and replace furnishings and playground equipment.

- Train Depot Park - open restrooms and install security cameras.
- Redesign and refurbish Gunner Park to make it a stellar dog park. She said another dog park is needed on the north end of the City as people need a place to take their dogs.
- The Train Depot is in desperate need of restoration and the Trainmen need tidy up displays with remote storage.
- Plan of action for non-contributing, City owned buildings. Create a maintenance plan with equitable rental rates to generate money to host meetings and parties with storage options.
- Traffic hot spots; specifically, Court Street with the ability to turn left onto 54 West.
- Stop light at Silverado Ranch Blvd.
- Implement developer incentives for infill lots based on affordable or low income housing.
- Inventory vacant lots and identify best use.

COUNCILMAN SMITH

- Develop an irrigation conservation plan through potable water use for irrigation.
- Tighten up procedures for monitoring subcontractor's work.
- Invest in employee training in an effort to retain.
- Bus stop program – coverings at stops.
- HR needs to identify potential hybrid jobs.
- Open all public restrooms during daylight hours.
- Contribute to the Homeless Initiative.
- Allocate money for trail improvements separate from sidewalks.
- Begin conversations for additional safety measures at meetings.
- Five year Capital Improvement Plan (CIP) for large items with potential funding sources identified.
- Spend more money on hard items and less money on consultants.

COUNCIL PRESIDENT BURGESS

- Spend more money on things instead of ideas of things.
- Safety improvements
- Zephyr Park
- Traffic hot spots
- Airport FBO and Hangar for economic development.
- Stripe major roads
- Name and market Airport venue
- Look at contracting work during busy times.

MAYOR MELONIE BAHR MONSON

- Work with Habitat for Humanity to bring affordable homes to the City.
- Open Train Depot restrooms during daylight hours.
- Mayor's Youth Council Program

City Manager William Poe said the City submitted a federal appropriations request to Congresswoman Laurel Lee's office to relocate the poll/polls at Kossik and Wire Roads. Mayor Melonie Bahr Monson and Senator Burgess graciously submitted a letter of support. If approved, the process takes approximately 16-to-18 months for fund availability. He added, the City will be bringing utility billing in-house June 17, 2024. He said there is an existing 800 number for MuniBilling in North Carolina and staff will have conversations on whether to keep the 800 number or use extension 0015.

2. CITIZEN COMMENTS

N/A

Meeting Adjourned: 8:05 p.m.
Submitted by Lori L. Hillman
Not Present at Meeting

CONSENT ITEMS 2.5

Appointment of Board Members

Issue:

Boards of the City of Zephyrhills' three-year terms are expiring June 30, 2024.

Background:

All board members' terms are staggered with three-year terms. Per the City's Charter, Council shall fill by appointment all offices except those required to be filled by election of the voters.

All members with terms expiring on June 30, 2024 have been contacted and have chosen to continue through June 30, 2027. The Historic Preservation Board will fill the position vacated by Jennifer Navarro with ALT (2) Erica Freeman, Tiffany Jenkins will fill the open ALT (1) position, and Shaila Velazquez Thomas will fill the open ALT (2) position through June 30, 2027. Elle Rowe will replace Jason Aiken for a term expiring June 30, 2025.

Attachment(s):

1. BOARDS-2024.5 June 10, 2024

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends City Council reappoint board members with terms expiring June 30, 2024.

BOARDS OF THE CITY OF ZEPHYRHILLS

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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BOARD OF ADJUSTMENT, CODE ENFORCEMENT, AND APPEALS

3 Yr.	Gary Hatrick - 8/01 highroadzhills@aol.com	5510 12 th Street	312-7119	June 30 2027 - <u>3</u>
3 Yr.	Bob Dodd– 9/06 b.dodd@highlandhomes.org	5307 20 th Street	C-813-368-8066	2026 - <u>2</u>
3 Yr.	David Armstrong – 1/07 darmstr312@gmail.com	7251 16 th Street	782-0245	2025 - <u>4</u>
3 Yr.	Louie Sellars – 12/09 louiesellars@msn.com	38836 9 th Avenue	782-6509	2025 - <u>1</u>
3 Yr.	OPEN/VACANT			2027 - <u>5</u>

PLANNING COMMISSION

3 Yr.	Christa Remington – 06/22 clremington@yahoo.com	5706 Wedgefield Dr.	863-243-1579	June 30 2026 - <u>2</u>
3 Yr.	Thomas Vanater – 6/22 vanatert@aol.com	6151 Silver Oaks Dr.	813-300-7120	2026 - <u>4</u>
3 Yr.	Mayor Bahr Monson – 6/13 mmonson@ci.zephyrhills.fl.us	5920 Newberry Court	813-469-4540	2026 - <u>7</u>
3 Yr.	Beth Aker – 3/15 baker36@tampabay.rr.com	9744 U.S. 301 – DC	937-489-1677	2025 - <u>3</u>
3 Yr.	Randy Stovall – 06/2022 rstov22@verizon.net	38314 Centennial Rd.	813-312-3585	2027 - <u>5</u>
3 Yr.	Tracy Sullivan – 3/05 sallyd2@msn.com	37140 Foxrun Place	715-9008	2025 - <u>1</u>
3 Yr.	David Armstrong – 7/01 darmstr312@gmail.com	7251 16 th Street	782-0245	2025 - <u>6</u>
3 Yr.	Ellen Taylor – 1/2023 ellentaylor4445@gmail.com	6051 10 th Street	813-723-9661	2025 - A/L(1)
3 Yr.	Rosie Paulsen – 2/2023 rosie@rosiepaulsen.com	4730 Timber Way	813-909-6965	2027 - A/L(2)

AIRPORT AUTHORITY

3 Yr.	Dan Evans 5/05 Dandevon45@aol.com	7456 Alafia Ridge Loop	813-299-0431	June 30 2025 - <u>1</u>
3 Yr.	William T. Castle – 2/12 Billcastle38@outlook.com	6711 Pistachio Street	570-772-3717	2026 - <u>2</u>

TERM NAME AND STARTING DATE ADDRESS TERM EXPIRES

AIRPORT AUTHORITY

				June 30	
3 Yr.	Matthew Laseter – 6/21 mlaseter@me.com	6500 Brentwood	C-370-6970	2027	- <u>3</u>
3 Yr.	Erik Meredith – 8/21 Erik.Meredith@yahoo.com	5219 Braddock Drive	C-813-469-4669	2025	- <u>4</u>
		B-813-291-0477 H-813-469-4669			
3 Yr.	Robert Page rgpagejr@outlook.com	6610 Cobble Bliss St.	C-813-803-0710	2027	- <u>5</u>
3 Yr.	Erwin Buzz Hohman – 8/14 vgi@verizon.net	4325 Honey Vista Cr. Tampa, FL	C-205-0180	2026	- <u>6</u>
3 Yr.	David Inman – 7/22 dinman79@gmail.com	14001 Natures Reserve Dr. Lithia, FL 33547	858-212-2869	2026	- <u>Mayor (7)</u>

LIBRARY BOARD

				June 30	
3 Yr.	Jerald Pricher - 12/97 jerry@pricher.net	5138 20 th Street	788-2547	2026	
3 Yr.	Joseph Pless – 5/23 joseph.h.pless@gmail.com	38832 South Avenue	352-206-8491	2027	
3 Yr.	Anjalie Bedi – 7/15 Anjali.bedi1952@gmail.com	10743 Corey Lake Dr.	782-0858	2027	
3 Yr.	Isabelle Mandanici Bellemary1941@gmail.com	38138 Overbrook Blvd.	813-285-6033	2025	
3 Yr.	Nicole Purcell - 11/16 Npurcell79@gmail.com	38138 Jendrai Ave.	766-2937	2025	

HISTORIC PRESERVATION BOARD

				June 30	
3 Yr.	Tony Kerns – 06/21 tony@kfc-inc.com	11927 Pasco Trails Blvd.	C-294-5158	2026	
3 Yr.	Erica Freeman ericadawn16@yahoo.com	37519 8 th Ave.	C-813-843-2517	2027	
3 Yr.	Tracy Sullivan – 3/05	5201 10 th Street	715-9008	2024	
3 Yr.	Shaila Velazquez – 06/24	5436 10 th Street	C-813-516-6889	2027	
3 Yr.	Elle Rowe – 06/24	5419 9 th Street	813-296-0830	2025	
3 Yr.	Tiffany Jenkins – 06/24	38039 Leondias Dr.	C-813-422-2948	2027	-A/L(1)
3 Yr.	Vivien Donahue – 06/24	39507 8 th Avenue	C-813-377-6519	2027	-A/L(2)

PARKS AND RECREATION BOARD

				June 30	
3 Yr.	Norman Scheuerman - 6/21 Mocs1998@gmail.com	3706 Geiger Road	748-7948	2026	

TERM NAME AND STARTING DATE	ADDRESS	TERM EXPIRES
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PARKS AND RECREATION BOARD

3 Yr.	Lily Mohler – 4/22 lindsey.mohler@dot.state.fl.us	5045 Summer Hill Dr.	C-843-3682	June 30 2026
3 Yr.	Nicole Hamilton – 6/13 watermistress@sbcglobal.net	36175 Jenny Lynne Cr.	240-2973	2027
3 Yr.	Dave Walters – 6/13 davewalters12@msn.com	8402 Angela Court	862-5040	2027
3 Yr.	Gary Hatrick – 7/13 highroadzhills@aol.com	5510 12 th Street	312-7119	2027
3 Yr.	Kimberly Miller – 7/23 mm69488@gmail.com	5906 Beech Street	813-956-5862	2025
3 Yr.	Tracy Mahon – 5/16 tmahon@fnbpasco.com	P.O. Box 1377	386-433-6050	2025

CITY COUNCIL

		<u>Seat No.</u>	<u>Term Expires</u>
Jodi Wilkeson	5816 18 th Street C/813-997-7194 jwilkeson@ci.zephyrhills.fl.us	3	4/2028
Charlie Proctor	5529 8 th Street C/813-780-1858 cproctor@ci.zephyrhills.fl.us	5	4/2028
Lance Smith	6426 Huntington Drive C/813-997-3981 lsmith@ci.zephyrhills.fl.us	1	4/2025
Ken Burgess	6725 Northlake Drive C/813-997-5314 kburgess@ci.zephyrhills.fl.us	4	4/2025
Melonie Bahr Monson	5920 Newberry Court C/813-469-4540 mmonson@ci.zephyrhills.fl.us	Mayor	4/2027
Steven F. Spina	6340 Huntington Drive C/813-714-6292 sspina@ci.zephyrhills.fl.us	2	4/2027

Effective April 11, 2023 Council Terms increased from three (3) to four (4) years via Proposition Two and Mayor Terms increased from three (3) to four (4) years via Proposition Three.

CONSENT ITEMS 2.6

Approval of Jones Edmunds Final Three Year Professional Services Extension Agreement No. 37-24-04 - June 11, 2024 through June 10, 2027

Issue:

Approval of the Jones Edmunds Professional Services Extension No. 37-24-04, Last of 3 year Extensions June 11, 2024, through June 10, 2027

Background:

In 2018 the City went out for an RFQ for engineering services and Jones Edmunds was one of the three companies chosen. The Utilities Department has utilized them since then. This is the final three (3) year renewal option.

Attachment(s):

1. 2024-05-21-PECON-Zephyrhills-35-18-03-Renewal(30801007.1)
2. 37-18-04 Jones Edmunds Professional Services Agreement(30801005.1)

Fiscal Impact:

Typical annual costs are highly dependent upon the project complexity. Between \$500,000 and \$1.5M annually.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the extension as presented.

RENEWAL OF AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into effective the 10th day of June 2024, by and between the CITY OF ZEPHYRHILLS, a political subdivision of the State of Florida, hereinafter referred to as "CITY" and JONES EDMUNDS, a Florida corporation, hereinafter referred to as "CONSULTANT"

WITNESSETH

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

WHEREAS, the CITY and CONSULTANT entered into an Agreement for Professional Services dated June 11, 2018; and

WHEREAS, the CONSULTANT has provided goods and services under the Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the Agreement provided for a three (3) year Term commencing June 11, 2018, and ending June 10, 2021, and provided for Two (2) Three (3) year term renewals, upon written agreement by the parties, and the parties are desirous of extending the existing Agreement.

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

1. **THAT** the Agreement for Professional Services, dated June 11, 2018, will be renewed for a FINAL RENEWAL through June 10, 2027.
2. **THAT** no further renewals are available.
3. **THAT** the reference to the Consultant's Competitive Negotiation Act shall be changed to reflect legislative changes effective July 1, 2024 as follows:

Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the estimated construction cost of each individual project shall not exceed \$7.5 million (plus an annual increase based on the Consumer Price Index [CPI] as set by the Department of Management Services) and the cost for professional services for each study shall not exceed \$500,000 (or as otherwise amended by statute).

4. **THAT** the Fee Schedule set forth in Exhibit C – Unit Labor Rates, shall be the CONSULTANT'S Standard Rates as published by the CONSULTANT in January of each subsequent year. Upon the City's approval, the revised rates may be used on future task assignments but shall not alter fee schedules for Task Assignments in effect at the time of the change.
5. **THAT** all remaining terms, provisions, and conditions, including terms for payment, of the Agreement for Professional Services dated June 11, 2018, shall remain in full force and effect.

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

CITY OF ZEPHYRHILLS

By _____
Kenneth M. Burgess, Jr., City Council President

Date June 10, 2024

ATTEST

Lori L. Hillman, City Clerk

JONES EDMUNDS & ASSOCIATES, INC.

By Stanley F. Ferreira, Jr.
Stanley F. Ferreira, Jr. (May 21, 2024 15:32 EDT)
Stanley F. Ferreira, Jr., PE, President & CEO

Date May 21, 2024

ATTEST

Linda Lyles
Linda Lyles, Contracts Specialist

PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT

THIS PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT (the “Contract”), made this 11th day of June, 2018, between THE CITY OF ZEPHYRHILLS (hereinafter referred to as “CITY” or “Owner”), and Jones Edmunds & Associates, Inc. (hereinafter referred to as “Consultant”) a Florida corporation with its principal office located at 730 NE Waldo Road, Gainesville, Florida.

WHEREAS, CITY desires to obtain services as stated in Exhibit A from Consultant for assigned projects within the City of Zephyrhills, Florida (hereinafter referred to as "Professional Services-City Wide Continuing Service Projects") and issued RFP# 35-18-03 to find qualified professionals to fulfill the need for these services. Pursuant to Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act (CCNA), the total construction cost of each individual project shall not exceed \$2,000,000.00; and the cost for studies shall not exceed \$200,000.00. Although the primary professional service sought by the contract is for engineering services, this Contract may cover other professional services if Consultant possesses the professional licensing and registration to legally perform these services. Further, Consultant may hire others who are properly licensed to perform professional services; and

WHEREAS, the Term of Contract is three (3) years after CITY approves the Contract, and CITY may, at its option, at a regular or special City Council meeting; renew this Contract at the end of the Term for an additional renewal term of two (2) three (3) year terms for a maximum term of nine years; and

WHEREAS, CITY retains Consultant, to perform the services described herein, and other required professional services on an “as needed” basis, as designated, authorized, and assigned by CITY, and CITY agrees to compensate Consultant for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that Consultant is available to provide professional services, in accordance with prior, mutually agreed upon conditions, and CITY has complied with all requirements of the Consultants Competitive Negotiations Act in the selection of Consultant and in negotiations for this Contract; and

NOW, THEREFORE, CITY and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.
2. **Incorporation of Request for Proposals**. Request for Proposals (RFP) 35-18-03 and the Consultant's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this Contract, second looking to the Consultants response, and third looking to the RFP.

3. **Scope of Services.**

- (a) Consultant agrees to furnish and perform professional services during design and construction phases of a Continuing Service Project ("Project" or "Task Assignment") in accordance with the terms and conditions set forth herein in accordance with generally accepted professional standards to achieve the objective of a total Construction cost to CITY which does not exceed the Project Construction Budget. The scope of services (hereinafter referred to as "Basic Services") to be performed by Consultant under this Contract, to the satisfaction of CITY, shall be identified in Exhibit A - Scope of Services. Consultant agrees to furnish and perform Basic Services and construction phase services as may be required in the specific scope of work and enumerated and described in Exhibit A - Scope of Services, in connection with Continuing Service Projects. Consultant further agrees to furnish and perform professional services not included as Basic Services (hereinafter referred to as "Additional Services"), when and if such Additional services are requested and authorized by CITY, in writing. The Unit Labor Rates for Basic and Additional Services is found in Exhibit C - Unit Labor Rates. No Additional Services shall be furnished by Consultant unless specifically requested and authorized by CITY.
- (b) Continuing Service Projects shall be designed in accordance with:
 - 1. The Florida Statutes and the current City of Zephyrhills Ordinances in effect at the time this Contract is approved or the work is performed.
 - 2. The Administration of the Contract as attached as Exhibit E - Administration of the Construction Contract, and incorporated by reference.

Unless this Contract provides otherwise, the parties will abide by these General Terms.

4. **Project Construction Budget.** Consultant shall be provided with an individual Project Construction Budget for each Continuing Services Contract (Task Assignment). By accepting a Task Assignment, Consultant recognizes the importance of the Project Construction Budget and agrees to perform, in accordance with generally accepted professional standards, the agreed Scope of Work (Exhibit F, Attachment 1) such that the project can be constructed at a cost that is within the Project Construction Budget.
- (a) Consultant shall perform any and all redesign work as part of its Basic Services, that may be required if the bid amount is not within 10% of the Project Construction Budget, provided that such redesign work is not necessitated by acts or omissions of CITY. In the event any such redesign work is necessitated by acts or omissions of the CITY, then Consultant shall perform any such redesign work as Additional Services.
 - (b) Although CITY looks to Consultant for the responsibility of design meeting CITY's Project Construction Budget, CITY may hire a cost consultant to verify costs on specific projects. Consultant shall cooperate with the CITY's cost consultant by providing all necessary information for the preparation and updating of all estimates of construction costs throughout all phases of Continuing Service Projects.

- (c) The Construction Budget shall be defined as the total budget identified for the construction of Continuing Service Projects. The total Project Construction Budget consists of site development, building shell and interiors, site improvements, and any items of furniture and equipment that are included in construction of Continuing Service Projects.
5. **Time of Completion**. Consultant shall commence Basic Services upon receipt of the Notice to Proceed and a purchase order issued by CITY. Consultant shall include in its proposal a schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date. The schedule will be agreed upon on a project by project basis. Consultant shall complete work in accordance with the schedule, it being understood that time is of the utmost importance in this Contract. Consultant shall accelerate performance of Basic Services and Additional Services in the manner reasonably directed by CITY, in the event CITY, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required because of delays caused solely by Consultant, acceleration shall be at no cost to CITY. If acceleration is required because of delays partially caused by Consultant, the CITY will not compensate Consultant for the delay caused by Consultant; however, the cost associated with that portion of any such delay not caused by Consultant shall be compensated as an Additional Service.
6. **Fees**. CITY agrees to pay to Consultant for Basic Services as set forth in Exhibit A - Scope of Services, a fixed fee based upon an approved written proposal for the work, plus reimbursable expenses as set forth in Exhibit D - Consultant Reimbursable Expense Guidelines. Based upon Exhibit C - Unit Labor Rates for a specific project, Consultant will give CITY a detailed written proposal for the work, which shall be in the format described in Exhibit F - Task Assignment, and shall identify the number of hours of work by category of workers performing the service. The categories must accurately reflect the type of service to be performed, not merely the job description of the employee performing the service. No additional fee or compensation shall be payable to Consultant under this Contract for said services if the actual cost of construction or work to be designed by Consultant exceeds the proposal or budget.
- (a) Initiation of services shall be upon receipt of the Notice to Proceed and a purchase order referencing a written proposal for services related to this Contract.
- (b) Invoices received by the CITY on or before the 20th of any month will be submitted for check release on or before the 25th of the following month.
- (c) The responsibility of Consultant for performing its obligation under this Contract and under the construction contract(s) is not relieved or affected in any respect by the presence of or inspection by employees or agents of CITY. Consultant agrees that the responsibility assumed by it for approving and certifying work for payment is not shared by an employee of CITY.
- (d) Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by Consultant in connection with the services rendered under this Contract, as identified in Exhibit D - Consultant Reimbursable Expense

Guidelines. Consultant shall provide any documentation required by CITY in connection with reimbursable expenses incurred. Such reimbursements, if any, shall be paid to Consultant in accordance with Section 6(b) of this Contract.

- (e) Consultant's fee for Additional Services will be computed in accordance with hourly rates as described in Exhibit C - Unit Labor Rates. If any additional services are rendered or furnished by professional consultants engaged by Consultant, and such additional services consist of normal services for which Consultant would be entitled to an additional fee if it had furnished the services, then CITY shall reimburse Consultant for such actual reasonable amounts paid by Consultant to such consultants for such additional services, and Consultant shall not be entitled to any additional fee or compensation.
 - (f) Additional services which require no work on the part of Consultant, other than administering the work of a consultant, that is, securing the services, approving the work, and invoicing on behalf of the consultant, the Consultant may request five percent (5%) markup on the consultant's fee to cover its administrative costs.
 - (g) Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm other than bona fide employees working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, CITY shall have the right to terminate this Contract without liability and, at its discretion, deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.
 - (h) Unit Labor Rates may be revised annually as agreed to by both parties to this agreement.
7. **Ownership of Documents**. Consultant shall make available to CITY all reproducible copies of plans, drawings, specifications, ideas, concepts, designs, sketches, models, artwork, programs, software, reports, or other tangible work product produced, originally developed, or submitted to CITY by Consultant pursuant to this Contract (hereinafter referred to as the "Original Work Product").
- (a) Consultant shall deliver reproduced copies of all Original Work Product to CITY upon completion, unless it is necessary for Consultant, in CITY's sole discretion, to retain possession for a longer period of time. Upon early termination of Consultant's services, Consultant shall deliver all Original Work Product, whether complete or not. CITY shall have the right to use any and all work product. Consultant shall retain copies for its permanent records; however, the same cannot be used without CITY's prior express written consent. Consultant agrees not to recreate any designs, or any other tangible work product contemplated by or originally developed under this Contract, or portions thereof, which if constructions or otherwise materialized, would be reasonably identifiable with the tangible work product originally developed by Consultant. If said work product is used by CITY for any purpose other than that purpose which is intended by this Contract, the

CITY shall indemnify Consultant from any and all claims and liabilities which may result from such reuse, in the event Consultant does not consent to such reuse.

- (b) CITY exclusively retains all ownership and manufacturing rights to all materials or designs developed under this Agreement. To the extent the Services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for CITY as the author, creator, or inventor thereof upon creation, and CITY shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Consultant shall assign to City, all rights without limitation, including the copyright with respect to such work. The Consultant acknowledges that Owner is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

8. Reuse/Repeated Design.

- (a) A specific project, as designed by Consultant under this Contract, may be reused or repeated by CITY, at CITY's option or discretion at any time or times, and in connection therewith Consultant agrees to make available to CITY all plans, specifications, designs, drawings, notes, and other documents prepared by Consultant under this Contract. Consultant assumes no liability for the use of such documents by the CITY or others for purposes not intended under this Agreement.
- (b) Future Services. Upon any reuse, it is anticipated that additional Consulting services will be required, which will include, but not be limited to, site adaptation, redesign necessitated by changes in applicable codes or laws, and services required during the construction document, bidding, and construction phases of such project. CITY agrees that it will attempt, in good faith, to negotiate with Consultant (assuming that Consultant remains in existence as the same entity which has entered into this Contract) for a contract to perform such services. There shall be no obligation on either CITY or Consultant to enter such an agreement for future work in the event of a reuse or repeat, and CITY shall be free, in its sole discretion, to enter an agreement for such work with another party.

9. Insurance.

- (a) Consultant shall, through the performance of its services pursuant to this Contract, maintain and provide to CITY within 10 days after the date of this Contract a certificate of insurance proving it has the following described insurance coverages:
 - 1. Professional liability insurance (including coverage for the Schedule of Fees and Services to be performed under this Agreement), for protection from negligent acts, errors, and omissions of Consultant from or in connection with the performance of Consultant's services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to Consultant as the insured. Said policy shall be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of

Consultant in a minimum amount of \$2,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of either "A," "A," or "A," and (2) a financial size category rating of Class IV or higher. If Consultant maintains "claims-made" policies, Consultant shall obtain and pay for a reporting endorsement or "tail" coverage that shall extend coverage for a period of four (4) years after the termination of this Agreement or any extension thereof.

2. Commercial general liability insurance (including broad form contractual coverage), with minimum limits of \$2,000,000.00 per occurrence and \$2,000,000.00 per annual aggregate (per policy year) liability for protection from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Consultant's services hereunder or from or out of any act or omission of Consultant, its sub consultants, and their officers, directors, agents, and employees.
 3. Automobile liability insurance with minimum limits of \$2,000,000.00 per accident bodily injury and property damage.
 4. Workers' compensation insurance as required by applicable Florida law, or employer's liability insurance with respect to any employee not covered by workers' compensation with minimum limits of \$2,000,000.00 per accident.
- (b) All such insurance required in paragraph (a) shall be with companies and on forms acceptable to CITY, shall name CITY, CITY's representatives, and its agents, employees, and assigns as additional insured, except as otherwise provided by law. The policies shall provide that the coverage may not be reduced or canceled unless 30 days' prior written notice is furnished to CITY. Certificates of insurance and copies of all policies shall be furnished to CITY within 10 days of the date of this Contract. In the event of any cancellation or reduction of coverage, Consultant shall obtain substitute coverage as required hereunder, without any lapse of coverage to CITY whatsoever.
- (c) Consultant shall indemnify and hold CITY, CITY's representatives, its agents, employees, and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses, or expenses of any nature whatsoever (including attorneys' fees) to the extent caused by any negligent act or omission of Consultant, its sub consultants, and their officers, directors, agents, or employees, any failure of Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultant's representations as set forth in this Contract or any other failure of Consultant to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph shall survive the expiration or termination of this Contract.
- (d) Consultant will provide to CITY, within 10 days after the date of this Contract, (1) the original of the policy evidencing the existence of such insurance coverage, which CITY shall copy and return to Consultant within 7 days, (2) proof acceptable to CITY that the

premium for such policy for a period ending no earlier than 6 months after the date of this Contract has been paid in full by Consultant, and (3) a certificate of insurance addressed to CITY evidencing the existence of such insurance coverage. Consultant will promptly renew, will keep and maintain in full force and effect, and will pay all premiums becoming due on said policy of insurance, and without request or demand Consultant will promptly provide proof thereof to CITY. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, Consultant agrees to keep and maintain same in full force and effect for a period expiring not earlier than 12 months after construction of Continuing Service Projects is completed, and each such policy, or renewal or replacement policy, shall provide coverage for the acts and omissions of Consultant for all times subsequent to the date of this Contract.

10. **Representations.** Consultant hereby represents to CITY that:

- (a) It has the experience and skill to perform the services required to be performed by this Contract.
- (b) It shall provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that CITY may at any time require Consultant to remove, and Consultant shall immediately remove, any person employed in connection with the performance of the services who in the sole opinion of CITY is unfit for the proper performance of his/her duties.
- (c) It shall design to and comply with applicable non-conflicting federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Contract, and shall, if requested by CITY, provide certification of compliance with all registration and licensing requirements.
- (d) It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of CITY.
- (e) It is adequately financed to meet any financial obligations it may be required to incur under this Contract.
- (f) The designs, plans, drawings, specifications, or other work product of Consultant shall not call for the use of nor infringe any patent, trademark, service mark, copyright, or other proprietary interest claimed or held by any person or business entity absent prior written consent from CITY and such other person.
- (g) Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

11. **Documents and Copies.** Consultant agrees to furnish and provide to CITY, for each project, a minimum of three (3) copies of all plans, specifications, drawings, project manuals, and other documents (except correspondence) prepared by Consultant under this Contract, at its own expense. The copies shall be furnished as they are prepared and completed by Consultant, and if CITY requires additional copies, Consultant shall promptly furnish the copies to CITY at a reasonable cost for the reproduction.
12. **Expense Records.** Consultant agrees to keep and maintain all of its direct personnel expense records, consultant expense records and other expense records, pertaining to Continuing Service Projects, and its record of accounts between Consultant and CITY pertaining to Continuing Service Projects, on a general recognized and acceptable accounting basis, and the same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Task Authorization is completed, or such longer period of time as may be required by this Agreement or law, whichever is later. Consultant agrees to keep and maintain accurate time records to within the nearest one-tenth of an hour for each time entry, of all work performed by employees of Consultant, and same shall be available to CITY or its authorized representatives at all reasonable times for inspection and copying.
13. **Termination, Suspension, Disputes, or Abandonment.** Either party may terminate this Contract for failure of the other party to substantially perform this Contract. CITY shall have the absolute right and option to suspend or terminate this Contract without cause provided that 30 days written notice is provided to Consultant.
 - (a) If Continuing Service Projects are abandoned or suspended by CITY, CITY shall pay Consultant all fees which have become due and payable to Consultant for that portion of the work of Consultant completed prior to such abandonment or suspension, and CITY shall have no further obligation to Consultant for payment to Consultant of the remainder of its fees, unless and until Continuing Service Projects are resumed by CITY. Consultant, at the option of CITY, shall complete the services of Consultant under this Contract upon resumption by CITY of Continuing Service Projects, and Consultant shall in that event be entitled to payment of the remaining unpaid fees which become payable to it under this Contract, same to be payable at the times and in the manner specified in this Contract. In no event will any fee or part thereof become due or payable to Consultant under this Contract unless and until Consultant has attained and completed that stage of work where the same would be due and payable. If Continuing Service Projects are resumed by CITY within 365 days after it was abandoned or suspended, the fees and compensation payable by CITY to Consultant for the work of Consultant hereunder subsequent to such resumption shall be the amounts provided in Exhibit C - Unit Labor Rates, not previously paid by CITY to Consultant. If Continuing Services Projects are resumed by CITY subsequent to 365 days after its abandonment or suspension, the unpaid balance of the fees and compensation payable by CITY to Consultant pursuant to the provisions of Exhibit C - Unit Labor Rates shall be adjusted upward or downward in direct ratio to any increase or decrease in the cost of living in the United States of America, between the date of such abandonment or suspension of Continuing Service Projects and the date of such

resumption thereof, as reflected by the Consumer Price Index for all items prepared and kept by the U.S. Department of Labor.

- (b) In the event of any such suspension or termination without cause, CITY shall pay to Consultant only that portion of the fee and compensation hereunder for the Basic Services of Consultant which has become due and payable to Consultant under the provisions of this Contract, and the remainder of Consultant's fees under this Contract shall be cancelled. Additionally, CITY shall pay other necessary, unavoidable, and reasonable expenses incurred by CONSULTANT as a result of such suspension or termination (such as canceling orders for equipment, material, or services). Unless CITY authorizes Consultant to the contrary, Consultant shall not perform any services and shall not be entitled to receive payment from CITY on account of any such services performed during the period of suspension or after termination. Upon receipt of notice from CITY that the suspension has been canceled, Consultant shall perform its remaining services in accordance with the terms of this Contract and Consultant shall be entitled to time extension equal to the period of suspension.
14. **Assignability.** This Contract is for the personal services of Consultant and may not be assigned by Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Consultant, without the prior written consent of CITY, which consent CITY may withhold in its sole discretion.
15. **Errors and/or Omissions.** Consultant shall be obligated and responsible to CITY for, and Consultant shall promptly and forthwith pay to CITY upon the demand of CITY, reasonable damages and additional costs and/or expenses in connection with construction of or delay in construction of Continuing Service Projects or otherwise incurred, sustained, and/or paid by CITY to the extent caused by (1) any and all negligent errors and/or omissions made by Consultant in the preparation of any plans, specifications, drawings and/or other documents pursuant to this Contract and the project's Scope of Services for Consultant, and (2) any and all negligent acts or omissions on the part of Consultant in preparing any plans, specifications, drawings, or other documents or in the performance of any other services under this Contract and the project's Scope of Services for Consultant. It is the intent of the parties hereto that Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of Consultant under this Agreement. CITY will hold Consultant harmless for any loss or claim related to an error or omission caused by the negligence of the CITY.
16. **Subconsultants/Separate Consultants.**
- (a) Any proposed sub consultants shall be submitted to CITY for approval prior to Consultant entering into a subconsultant agreement. Such approval by CITY shall not be unreasonably withheld. CITY shall not be liable to Consultant in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.
 - (b) Consultant shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the

coordination of all designs, drawings, specifications, and other services furnished by Consultant or its subconsultants, and Consultant shall review and approve any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to CITY. Consultant shall correct or revise any of its errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrected or revised designs, drawings, or specifications incorporating such corrections or revisions at its sole cost and expense.

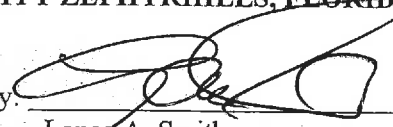
- (c) Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward Consultant all the obligations which Consultant by this Contract assumes toward CITY, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Contract.
 - (d) Consultant shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Service Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Task Assignment to this Contract, Consultant shall accept any assignment of any agreement or contract CITY may have with any separate consultant.
17. **Key Employees.** CITY has relied upon and hired Consultant because of the involvement of certain individuals employed by Consultant identified on Exhibit B - Key Employees attached hereto and incorporated herein by reference, and Consultant agrees that the persons (Key Employees) listed on Exhibit B shall be assigned to Continuing Service Projects. Consultant shall not remove any Key Employee from Continuing Service Projects absent prior written consent of CITY for any reason other than termination of employment.
18. **Governing Law.** This Contract shall be construed in accordance with, and be governed by, the laws of the State of Florida, and any dispute, difference, claim or counterclaim between CITY and Consultant arising out of or in connection with this Contract which cannot be amicably resolved by the parties shall be submitted to the Circuit Court in and for Pasco County, Florida (or if the Circuit Court does not have jurisdiction over the subject matter, then to the court sitting in Pasco County which has subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties agree and are encouraged to submit such disputes to non-binding mediation by a mediator who is certified in Florida in an effort to resolve issues in an expedient manner. The parties consent to the jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such court, and they expressly waive the right to a jury trial.
19. **Consultant's Competitive Negotiation Act.** If the total fee paid to Consultant exceeds the threshold amount provided in Section 287.017, for CATEGORY FOUR, the following provisions of the Consultant's Competitive Negotiation Act, Section 287.055(5)(a), Florida Statutes, shall apply:

- (a) Consultant shall execute and furnish to CITY a “Truth-in-Negotiation Certificate” (Exhibit F, Attachment 5) stating the wage rates and other factual unit costs supporting compensation are accurate, complete, and current at the time of executing each Task Assignment.
 - (b) The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs.
20. **Entire Agreement.** This Contract represents the entire and integrated agreement between CITY and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both CITY and Consultant.
21. **Evaluation.** Consultant will be evaluated by CITY during the Contract period, at intervals established by CITY, and at the end of the construction of Continuing Service Projects. The results of each evaluation will be considered as tools for the measurement of Consultant’s past performance and may be included in the review process for future solicitations for consultant services. A copy of the evaluation(s) will be provided to Consultant upon request.
22. **Exhibits.** The Exhibits, A-F, are incorporated herein by reference and shall be binding on the Consultant. In the event of any inconsistency between the Exhibits, the provisions of this Contract shall govern and control. Similarly, the Continuing Service Project’s Manual is incorporated herein by reference, and in the event of any inconsistency in the Continuing Service Project’s Manual and the terms of this Contract, this Contract shall control.
23. **Public Records.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

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

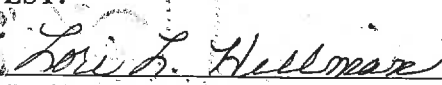
OWNER:

CITY ZEPHYRHILLS, FLORIDA

By: 
Lance A. Smith
City Council President

Date Approved: 6-11-2018

ATTEST:

By: 
Lori L. Hillman, City Clerk

CONSULTANT:

JONES EDMUNDS & ASSOCIATES, INC.

By: 
Stanley F. Ferreira, Jr., PE *E-Stamp 7/23/2018*
President & CEO

Date: July 23, 2018

ATTEST:

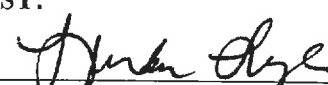
By: 
Linda Lyles, Contracts Specialist



EXHIBIT A–SCOPE OF SERVICES

Consultant shall provide professional engineering services to the City of Zephyrhills for projects less than \$2,000,000 and studies less than \$200,000 in fee.

Consultant will represent the City of Zephyrhills as its consultant in engineering matters. A general description of the scope of professional services required may include but not be limited to the following:

PUBLIC WORKS: The scope of services is anticipated to include but not limited to planning, programming, engineering, design, permitting, inspection, project management, technical survey/mapping, public presentation/discussion, and general consulting regarding any project issues, technical issues, funding matters, construction activities, and regulatory compliance requirements pertaining to PUBLIC WORKS MUNICIPAL PROJECTS. Such engineering and architectural services may be in the broad discipline categories of structural, civil/environmental, mechanical, electrical, hydrologic, geotechnical, planning, transportation/road studies and surveying. This may include but not limited to project work having to do with:

- Stormwater Management, Drainage Design, Treatment, Retention and Permitting
- Roads, Bridges, Intersections, Roadway Lighting and Parking facilities (including signalization, signage and markings)
- Traffic Control & Erosion Control Plans
- Buildings and Structures
- Construction Management
- Project Management
- Hazardous Material Building Assessments
- Pedestrian and Vehicular Traffic
- Landscaping and Landscape Architecture
- Parks and Recreation
- Solid Waste & Recycling Collection, Services and Rates Analysis

Work product is likely to include but not limited to:

- Related comprehensive program and project plans
- Related site plan development reports and/or reviews
- Preparation of detailed engineering design, construction plans, specifications and as-built certifications
- Project permitting and compliance activities with regulatory agencies
- Project management activities including scope definition, quality control, scheduling, cost estimating and value engineering, risk management/ loss prevention, environmental concerns, communications and information, and stakeholder relations
- Right of Way and Topographic Design
- Title Search Reports and Right of Way Maps
- Grant funding activities
- Code review and ordinance preparation

UTILITIES: The scope of services is anticipated to include but not be limited to planning, programming, engineering, design, permitting, inspection, project management, technical survey/mapping, public presentation/discussion, and general consulting regarding any project issues, technical issues, funding matters, construction activities, and regulatory compliance requirements pertaining to UTILITIES MUNICIPAL PROJECTS. Such engineering services may be in the disciplines of structural, civil/environmental, mechanical, electrical, hydrologic, geotechnical, planning, transportation/road studies, and surveying. This may include but not be limited to project work having to do with:

- Water Treatment and Distribution Systems
- Sewer Collection and Lift Station Systems
- Waste Water Treatment Plant Systems
- Reclaimed Water Systems
- Electrical and Instrumentation Systems
- Fee and Rate Analysis
- Construction Management
- Project Management

Work product is likely to include but not be limited to:

- Comprehensive program and project planning
- Site plan development and/or review
- Preparation of detailed engineering design, construction plans, specifications, and as-built certification
- Project permitting and compliance activities with regulatory agencies
- Project management activities including scope definition, quality control, scheduling, cost estimating and value engineering, risk management / loss prevention, environmental concerns, communications and information, and stakeholder relations
- Code review and ordinance preparation

COMMUNITY REDEVELOPMENT AGENCY (CRA): The scope of services is anticipated to include but not limited to:

- Professional Engineering
- Economic Development and Redevelopment
- Urban Planning/Design
- Real Estate Development

Work product is likely to include but not limited to:

- Strategic Planning
- Community Engagement
- Public and Private Utility and Infrastructure Planning and Engineering
- Redevelopment Experience with public private partnerships

- Land Use and Zoning
- Community Redevelopment areas/economic redevelopment
- Asset mapping
- Urban economics, planning and design
- Historic/cultural preservation
- Funding opportunities
- Finance and Incentive strategies including revenue forecasting, budget development, land trusts, revolving loan funds and leveraging.
- Research regarding real estate development opportunities for City owned properties within the CRA
- Valuation of property assistance
- Marketing of property and review of accompany RFP(s)
- Financial analysis assistance
- Assistance with property sale negotiations
- Any and all services related to the marketing, redevelopment and related projects and goals as stated in the 2016 Zephyrhills CRA Masterplan.

PLANNING and BUILDING: The scope of services is anticipated to include but not limited to general planning, general studies, traffic reviews, basins of special concern reviews, design, permitting, inspection, project management, technical survey/mapping, public presentation/discussion, and general consulting regarding any project issues, technical issues, funding matters, construction activities and regulatory compliance requirements pertaining to PLANNING within the MUNICIPALITY as well as MUNICIPAL BUILDING DEPARTMENT functions. Such planning and building department services may be in the disciplines of general planning, transportation/road studies, general studies, grant writing and surveying. This may include but not limited to project work having to do with:

- Master Planning
- General Planning
- Comprehensive Planning
- Sustainability
- Landscape Architecture
- Transportation
- Traffic
- Basins of Special Concern
- Permitting and Fees
- Code Review and Regulation Preparation
- Grants

Work product is likely to include but not limited to:

- Related field investigations, assessments, appraisals, surveys, studies, reports
- Surveys and metes and bounds legal descriptions
- Comprehensive Plan and related elements
- GIS products

- Master Plans
- Codes and Ordinances

EXHIBIT B–KEY EMPLOYEES

Consultant shall provide the **name**, **title**, and **responsibility** for each of the Consultant's employees proposed to be responsible for any project authorized under the Agreement.

Name	Title	Responsibility
Michael Clark, PE	Senior Engineer	Project Manager and Client Services
Walter Nickel, PE	Senior Engineer	Public Works Task Manager
Thomas Friedrich, PE	Senior Consultant	Utilities Task Manager
Jeff Crowley, PE	Department Manager	Construction Administration Task Manager
Terri R. Lowery	Managing Director	Funding Assistance and Public Involvement
Richard N. Koller, PE	Managing Director	Quality Assurance and Quality Control
Esther Kaufman, PE	Project Engineer	Master Planning & Hydraulics
Michelle Hays, PG	Project Scientist	Geotechnical

EXHIBIT C-UNIT LABOR RATES

Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), shall be reimbursed at the hourly rates shown on the following page:



**City of Zephyrhills
Professional Services - City Wide Services Contract
Standard Hourly Rates**

Labor Category	Hourly Rate
Project Officer	\$ 250
Senior Project Manager	\$ 225
Project Manager	\$ 170
Chief Engineer or Scientist	\$ 225
Senior Engineer	\$ 215
Senior Scientist	\$ 160
Project Engineer	\$ 170
Project Scientist	\$ 150
Engineer or Scientist	\$ 130
Engineer Intern (PhD)	\$ 120
Engineer Intern or Associate Scientist	\$ 100
Designer	\$ 120
Senior CADD Designer	\$ 115
CADD Designer	\$ 100
Senior CADD Technician	\$ 90
CADD Technician	\$ 80
Systems Analyst	\$ 160
Senior GIS Analyst or Senior GIS Programmer	\$ 130
GIS Analyst or Programmer	\$ 100
Senior GIS Technician	\$ 80
GIS Technician	\$ 70
Senior Database Administrator	\$ 165
Database Administrator	\$ 130
Environmental Data Analyst	\$ 90
Senior Field Technician Environmental	\$ 95
Field Technician Environmental	\$ 85
Senior Construction Administrator	\$ 155
Construction Administrator	\$ 120
Senior Field Representative Construction	\$ 105
Field Representative Construction	\$ 85
Construction Project Coordinator	\$ 70
Senior Administrative Assistant	\$ 85
Administrative Assistant	\$ 65
Senior Technical Editor	\$ 110

EXHIBIT D—CONSULTANT REIMBURSABLE EXPENSE GUIDELINES

A not-to-exceed lump sum dollar amount shall be determined during the negotiation period for the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

1. All necessary fees paid by Consultant to governmental authorities, having jurisdiction over any Project specified in a Task Assignment (Exhibit F), for securing required approval of the Project or any part of it.
2. Travel expenses incurred or paid by the Consultant for necessary travel by any principal or employee of Consultant outside of Pasco, Hillsborough, or Pinellas County, Florida, in connection with the performance of the Scope of Services. No travel or wages will be allowed from the Consultant's office to the project site or City offices unless authorized in advance by the CITY. For the purpose of this Agreement the Consultant, including sub-consultants, agents, representatives, and employees, shall be deemed to be limited to the same extent as a CITY employee, by the affirmations, laws, and regulations that govern eligibility for travel reimbursement and amount of reimbursement.
3. The direct reasonable cost to Consultant for copying, reproduction of plans and other documents required in connection with any Project specified in the Task Assignment except as provided in paragraph 11 of the Contract.
4. Consultant shall obtain the prior approval of CITY before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, no expenses incurred by Consultant will be deemed to be a reimbursable expense.
5. Consultant shall bear and pay all overhead and other expenses, except for the reimbursable expenses specified and defined above, incurred by Consultant in the performance of the Services.
6. Prior to authorizing Consultant to provide any Services or to incur any reimbursable expenses under a Task Assignment pursuant to this Agreement, CITY shall request that Consultant in writing advise CITY of (i) the estimated time of Consultant's personnel and the estimated fees thereof for the proposed services to be specified in the Task Assignment; and (ii) the estimated charge to CITY for the reimbursable expenses applicable to the contemplated Services to be performed by Consultant under the proposed Task Assignment. Consultant shall promptly supply such estimate to CITY based on Consultant's good faith analysis.

EXHIBIT E-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1 ENGINEER

1.1 The ENGINEER is the person lawfully licensed to practice ENGINEERING or an entity lawfully practicing ENGINEERING identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "ENGINEER" means the ENGINEER or the ENGINEER'S authorized representative.

2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

2.1 The ENGINEER will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The ENGINEER will advise and consult with the Owner. The ENGINEER will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with other provisions of the Contract.

2.2 The ENGINEER will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the ENGINEER will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations as an ENGINEER, the ENGINEER will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

2.3 The ENGINEER will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The ENGINEER will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The ENGINEER will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the ENGINEER. Communications by and with the ENGINEER'S consultants shall be through the ENGINEER. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

2.5 Based on the ENGINEER'S observations and evaluations of the Contractor's Applications for Payment, the ENGINEER will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

2.6 The ENGINEER will have authority to reject Work which does not conform to the Contract Documents. Whenever the ENGINEER considers it necessary or advisable for implementation of the intent of the Contract Documents, the ENGINEER will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed, or completed.

2.7 The ENGINEER will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ENGINEER'S action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the ENGINEER'S professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The ENGINEER'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ENGINEER, of any construction means methods, techniques, sequences or procedures. The ENGINEER'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.8 The ENGINEER will prepare Change Orders and Construction Change Directives as requested by the Owner.

2.9 The ENGINEER will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

2.10 If the Owner and ENGINEER agree, the ENGINEER will provide one or more project representatives to assist in carrying out the ENGINEER'S responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.11 The ENGINEER will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The ENGINEER'S response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the ENGINEER shall be furnished in compliance with this Paragraph 2, then delay shall not be recognized on account of failure by the ENGINEER to furnish such interpretations until 15 calendar days after written request is made for them.

2.12 Interpretations and decisions of the ENGINEER will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

3 CLAIMS AND DISPUTES

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

3.2 Claims arising prior to final payment or the earlier termination of the Contract shall be referred initially to the ENGINEER for action as provided in Paragraph 4.

3.3 Time Limits on Claims. Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes or should have recognized the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. Any change or addition to a previously made Claim shall be made by written notice in accordance with this subparagraph 3.3.

3.4 Continuing Contract Performance. Pending final resolution of a Claim including litigation, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

3.5 The making of final payment shall not constitute a waiver of claims by the Owner

3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ENGINEER will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ENGINEER determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ENGINEER shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the ENGINEER has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ENGINEER for initial determination, subject to further proceedings pursuant to Paragraph 4.

3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the ENGINEER, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the ENGINEER, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

3.8 Claims for Additional Time

3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time, and shall furnish the ENGINEER with such documents relating thereto as the ENGINEER may reasonably require. In the case of a continuing delay only one Claim is necessary.

3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 3.7 or 3.8.

4 REVIEW OF CLAIMS BY ENGINEER

4.1 The ENGINEER shall review Claims and may (1) defer any action with respect to all or any part of a Claim and request additional information from either party; (2) decline to render a decision for any reason which he deems appropriate (including but not limited to the fact that the Claim involves allegations of fault on the part of the ENGINEER; or (3) render a decision on all or a part of the Claim within ten (10) days from the date of the Claim. The ENGINEER shall notify the parties in writing of his disposition of such Claim. If the ENGINEER renders a decision or declines to render a decision, either party may proceed in accordance with Paragraph 5. If the ENGINEER decides that the Work relating to such Claim should proceed regardless of his disposition of such Claim, the ENGINEER shall issue to the Contractor a written order to proceed.

4.2 If a Claim has been resolved, the ENGINEER will prepare or obtain appropriate documentation.

4.3 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) calendar days. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the claim, including any recommended change in the contract sum or contract time, or both.

5 LITIGATION

5.1 Either party may pursue any Claim against the other in any court having jurisdiction in PASCO County, Florida, provided the party has first complied with the provisions of Paragraph 3 and 4 with respect to such Claim.

EXHIBIT F–TASK ASSIGNMENT

1. PURPOSE

This is a Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT dated June 11, 2018 between THE CITY OF ZEPHYRHILLS, Florida and JONES EDMUNDS & ASSOCIATES, INC. (CONSULTANT) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the CONSULTANT to provide Engineering services when and as authorized by the CITY's representative, when deemed necessary.

2. METHOD OF COMPENSATION

Payment shall be in accordance with the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the services described herein, shall not exceed _____ DOLLARS (\$0.00), which includes an allotment of _____ DOLLARS (\$0.00) for reimbursable expenses, for a total not-to-exceed fee of _____ DOLLARS (\$0.00). At no time shall fees exceed said amount of compensation herein without a written and executed Task Assignment.

3. STANDARD OF CARE

The CONSULTANT agrees that the plans, specifications, and studies produced as a result of this Task Assignment will be produced in accordance with generally accepted professional standards as to completeness, correctness, and suitability for the purpose intended.

4. PROCESS

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

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

Attachment 1–Scope of Services

Attachment 2–Project Schedule

Attachment 3–Consultant's Project Team Members

Attachment 4–Total Cost for Services

Attachment 5–Truth In Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit F are required for a complete Task Assignment to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT.

ATTACHMENT 1–SCOPE OF SERVICES

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

(Consultant shall provide a complete and detailed written scope of services for the project.)

ATTACHMENT 2–PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the CITY. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

CITY's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Substantial Completion for the Work established by this Task Assignment shall be on or before XX/XX/XXXX. Accordingly, the contract period for the Work is established as XX calendar days from the Notice to Proceed document (based on XX/XX/XXXX). The date of Certificate of Final Inspection for the work established by this Task Assignment shall be on or before XX/XX/XXXX. Accordingly, the contract period for the work is established as XX calendar days from Substantial Completion to Certificate of Final Inspection.

ATTACHMENT 3—CONSULTANT’S PROJECT TEAM MEMBERS

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

(Consultant to attach list of project team members for this project)

ATTACHMENT 4–TOTAL COST FOR SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit F, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit C to the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT.

(Consultant to attach proposal)

ATTACHMENT 5-TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the PROFESSIONAL SERVICES – CITY-WIDE SERVICES CONTRACT between the CITY OF ZEPHYRHILLS, Florida and JONES EDMUNDS & ASSOCIATES, INC., dated June 11, 2018 are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20__.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF ALACHUA

BEFORE ME, the undersigned authority, personally appeared _____ [*name of affiant and title*] of Jones Edmunds & Associates, Inc. who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20__ by _____ [*name of affiant*]. He/she is personally known to me or has produced _____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER:

SIGNATURE

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

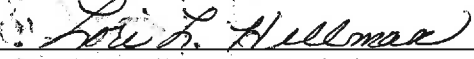
OWNER

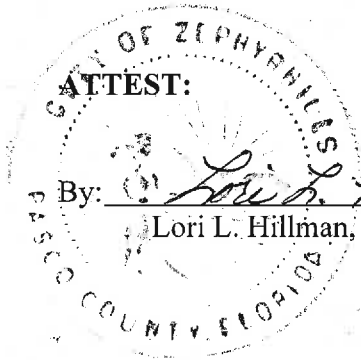
City of Zephyrhills, Florida

By: 
Lance A. Smith, Council President

Date Approved: 6-11-2018

ATTEST:

By: 
Lori L. Hillman, City Clerk



CONSULTANT

Jones Edmunds & Associates, Inc.

By: _____

ATTEST:

By: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/02/2018

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

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

PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607 813 321-7500		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:															
INSURED Jones Edmunds & Associates, Inc. 730 N.E. Waldo Road Gainesville, FL 32641		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D : XL Specialty Insurance Company	37885	INSURER E : Travelers Indemnity Co of America	25666	INSURER F :	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	6802J380395	06/30/2018	06/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA1958L731	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000	X	X	CUP6513Y228	06/30/2018	06/30/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB6K816132	06/30/2018	06/30/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			DPR9928226	06/30/2018	06/30/2019	\$5,000,000 per claim \$5,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

RE: Continuing Service Contract for Engineering Services

City of Zephyrhills is named as an additional insured as respects the general liability and auto liability as required by written contract. Thirty (30) days prior written notice of cancellation or material change except 10 days for non payment of premium applies to all policies except Workers' Compensation, wherein notice is delivered in accordance with policy provisions.

CERTIFICATE HOLDER

CANCELLATION

City of Zephyrhills 5335 8th Street ZEPHYRHILLS, FL 33542	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 
--	---

CONSENT ITEMS 2.7

Agreement No. 41-24-18 - Third Amendment to Sarasota County's Original Piggyback Agreement with Ferguson Waterworks to Extend Terms through August 29, 2025

Issue:

Approval of a revision to the Ferguson/Sarasota County piggyback agreement number 41-23-27.

Background:

In October 2023, the City approved a piggyback agreement with Ferguson/Sarasota County for Potable, Reclaim Water, and Wastewater materials. This agreement had some errors in the effective date and expiration date which were discovered a short time ago.

Attachment(s):

1. Ferguson-Sarasota County W-WW-Reclaim 5-24(30800698.2)
2. Exhibit A - SARASOTA Ferguson RENEWAL PIPE AND FITTINGS Amendment_No(30801001.1)
3. 41-23-27 Ferguson Enterprises, Inc. Piggyback with Sarasota County

Fiscal Impact:

There is no change in the financial aspect of this revision.

Staff Recommendation:

It is staff's recommendation to the City Council to approve the piggyback agreement revision as presented.

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

THIS AGREEMENT (the “Piggyback Agreement”), made this 10th day of June 2024, between **CITY OF ZEPHYRHILLS** a Florida municipal corporation, having an address of 5335 8th Street, Zephyrhills, FL 33542 (“City), and **FERGUSON ENTERPRISES, LLC DBA FERGUSON WATERWORKS**, a Virginia limited liability company authorized to do business in the State of Florida, having an address of 1601 Sarasota Center Blvd., Sarasota, FL 34240 (“Contractor”).

WHEREAS, Contractor entered into an agreement effective August 30, 2022, with Sarasota County, a political subdivision of the State of Florida, Contract Number SR 2280, for Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities (“Original Agreement”), procured pursuant to F.S. §287.057, Bid Number B210496ACN; and

WHEREAS, the City entered into an Agreement to Piggyback the Original Agreement as Amended, with an effective date of October 13, 2023, Agreement Number 41-23-17. Said Agreement to Piggyback is incorporated herein by reference and made apart hereof (“Original Piggyback”); and

WHEREAS, Sarasota County approved a third amendment to the Sarasota Agreement extending the term. The Third Amendment has an effective date of May 28, 2024 and extends the terms of the Original Agreement through August 29, 2025 (“Amended Agreement”). Sarasota County Third Amendment is attached hereto as Exhibit “A” and made apart hereof by reference.

WHEREAS, the City has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

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

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

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Amended Agreement to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Amended Agreement.
3. The City and Contractor agree that all other terms and conditions of the Piggyback Agreement shall remain in full force and affect.

4. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK – CITY OF ZEPHYRHILLS – 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.

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

**FERGUSON ENTERPRISES, LLC
DBA FERGUSON WATERWORKS**

CITY OF ZEPHYRHILLS

Printed Name: _____
It's: _____

Kenneth M. Burgess, Jr.
City Council President

WITNESS

ATTEST

Printed Name: _____

Lori L. Hillman
City Clerk



EXHIBIT
A

Procurement

1660 Ringling Blvd., Suite 312
 Sarasota, FL 34236
 phone: 941-861-5000
 scgov.net

May 22, 2024

Ferguson Enterprises, LLC
 DBA Ferguson Waterworks
 Attn: Craig Pearce
 1601 Sarasota Center Blvd
 Sarasota, FL 34240
 craig.pearce@ferguson.com

VIA: DocuSign and/or Email

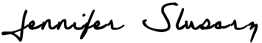
RE: Amendment No. 3 to County Contract No. SR 2280 for Pipe and Fittings for Potable, Reclaimed Water and Wastewater Utilities

Dear Sarasota County Vendor,

Pursuant to Section II of the County Contract ("Contract"), upon written agreement of both parties, the Contract may be renewed for a period of one year. Upon execution below by your authorized representative, this letter will serve as written agreement that the Contract has been renewed, and no additional documentation will be required. The Contract renewal is effective August 30, 2024, through August 29, 2025. For services provided pursuant to this renewal, the County will pay in accordance with the terms and conditions of the Contract. In no event shall the County be obligated to pay in excess of amounts that are lawfully appropriated for this purpose.

Please have an authorized representative indicate your acceptance by signing below. This letter must be executed and returned no later than June 17, 2024. Insurance certificates covering the renewal period should be forwarded to the Administrative Agent, Gene Fellin at gfellin@scgov.net. Please contact the Administrative Agent with any questions or concerns.

Sincerely,

DocuSigned by:

 F0DB0BDAE6A341C...
 Jennifer Slusarz, CPPB, CPPO
 Procurement Official

Cc: Gene Fellin, Administrative Agent
 Robert Sears, Contracts Manager

AGREED AND ACCEPTED
 Ferguson Waterworks

By: DocuSigned by:

 F7220D9AEB3F4B9...
 Logan Roberts

other

05-28-2024

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

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

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

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

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

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

Contractor Legal Representative


Signature _____ Date 10-5-23

City of Zephyrhills

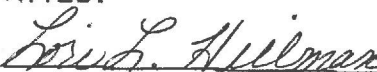

Lance A. Smith _____ Date 10-23-2023
City Council President

Craig Pearce - Outside Sales
Print Name and Title

WITNESS


Signature _____ Date 10-5-23

ATTEST


Lori L. Hillman _____ Date 10-23-2023
City Clerk

BUSINESS ITEMS/PUBLIC HEARING 3.1

Residential Moratorium 12 Month Extension (June 26, 2024 - June 25, 2025)

Second Reading **ORDINANCE NO. 1479-24 - "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE."**

- A. Council President opens Public Hearing
- B. Council President closes Public Hearing
- C. City Council considers Ordinance No. 1479-24 on the Second Reading

Issue:

At the May 15, 2023, City Council/Planning Commission Workshop, staff was directed to bring back information for Council to consider a temporary suspension of accepting applications for rezoning, major amendments to master development agreements, site plan approvals, plat approvals, or variances for residential development over one acre to allow time to study the City's water use permit and impact fees. Council approved the 12-month moratorium on June 26, 2023. At that time, staff began working on the water use permit and impact fees. The impact fees study was completed and workshops have been scheduled. Staff continues to work with SWFWMD to resolve the additional pumping capacity needed to provide water to meet future demands.

Staff is recommending approval of Ordinance 1479-24 to extend the residential moratorium, which allows staff the opportunity to secure the additional pumping capacity.

Background:

In order for a moratorium on development to be valid, it must be adopted in good faith, for a limited duration, and for the purpose of developing a plan to address a specific issue.

Furthermore, the local government must act expeditiously to address the issue.

Attachment(s):

1. Ordinance 1479-24 - Residential Moratorium 12 Month Extension

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends Council's approval of Ordinance No. 1479-24 Residential Development Moratorium.

ORDINANCE NO. 1479-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ZEPHYRHILLS, FLORIDA ESTABLISHING A NEW 12 MONTH MORATORIUM ON THE CONSIDERATION OF NEW RESIDENTIAL APPLICATIONS FOR ANNEXATIONS, LAND USE MODIFICATIONS, REZONINGS, MAJOR PLANNED UNIT DEVELOPMENT AMENDMENTS, CONDITIONAL USES, OR VARIANCES FOR PROPERTY OVER ONE ACRE; PROVIDING FOR CONFLICTS, EXEMPTIONS, SEVERABILITY, EXPIRATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Southwest Florida Water Management District (“SWFWMD”) regulates, through the issuance of a Water Use Permit, the amount of water the City of Zephyrhills is permitted to provide to users of the City’s potable water supply; and

WHEREAS, the City of Zephyrhills has experienced substantial growth in a short time causing the addition of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre resulting in significant increased demand for City provided potable water; and

WHEREAS, the City of Zephyrhills has approved or is in the process of approving the maximum number of new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre that the City’s current Water Use Permit will allow; and

WHEREAS, the City of Zephyrhills has applied for an expansion of its Water Use Permit and that application is under review by SWFWMD; and

WHEREAS, due to the historically high number of proposed and/or approved new residential projects within the boundaries of the City, the City of Zephyrhills is nearing its maximum daily usage allowed under the current Water Use Permit; and

WHEREAS, the City of Zephyrhills, through the adoption of Ordinance No.: 1461-23, implemented a 12-month temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City of Zephyrhills has been working consistently and diligently with the help of its consultant, to answer all of the questions presented to it by SWFMWD during the Water Use Permit Expansion Application process;

WHEREAS, the City of Zephyrhills Moratorium as establish by Ordinance No.: 1461-23 expires on June 25, 2024;

WHEREAS, the City of Zephyrhills is still actively pursuing a Waster Use Permit expansion. As of the date of this ordinance, changes to the current Water Use Permit has not yet been approved by SWFWMD. The City of Zephyrhills needs additional time to complete the Water Use Permit Expansion process;

WHEREAS, the purpose of this ordinance is to place a new temporary moratorium on accepting applications for new residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre within the City limits of the City of Zephyrhills; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that the new temporary moratorium imposed by this ordinance is being imposed for a reasonable duration intended to give the City the time reasonably necessary to obtain the proper and necessary increases to the City's Water Use Permit; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance advances an important government purpose by preventing the demand for City potable water service to exceed the current Water Use Permit limits; and

WHEREAS, the City Council of the City of Zephyrhills, Florida hereby finds that this ordinance is in the best interest of the public's health, safety, and welfare; and

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

Section 1. Authority.

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

Section 2. Legislative Findings of Fact.

The foregoing **WHEREAS** clauses are hereby adopted as legislative findings of the City Council of the City of Zephyrhills and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 3. Temporary Moratorium

Beginning on June 26, 2024 and continuing for twelve (12) consecutive months or sooner, if provided pursuant to section 5 of this ordinance, a moratorium is hereby imposed on the consideration of applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

During the moratorium, the City of Zephyrhills will not accept, review, or consider applications for new residential annexations, rezoning, land use modification, conditional uses, variances, and Major Planned Unit Development Amendments.

Section 4. Exemptions.

The new temporary moratorium imposed by Section 3 of this ordinance shall not apply to any property and/or project that filed an application for residential annexations, land use modifications, rezonings, Major Planned Unit Development Amendments, conditional uses, and variances for property over one acre prior to the effective date Ordinance 1461-23. Additionally, this new moratorium shall not apply to utility service agreements or other utility-related agreements, which may be sought from the City (the mere submittal of which shall not obligate the City to approve the same).

Additionally, the new temporary moratorium imposed by Section 3 of this ordinance shall not apply to any residential project that is on one acre or less.

Any property and/or project that is exempt under this section may continue to apply for and receive any approvals, plats, permits or consents from the City allowed by the Land Development Code.

Section 5. Expiration of the Temporary Moratorium.

The temporary moratorium imposed by Section 3 of this ordinance expires as of the earliest of the follow occurrences:

- A. At the end of June 25, 2025; or
- B. A date before June 25, 2025, if provided by Ordinance of the City Council of the City of Zephyrhills, Florida.

Section 6. Repealer.

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

Section 7. Severability.

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

Section 8. Inclusion into the Code.

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

Section 9. Effective Date.

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

The foregoing Ordinance No. 1479-24 was read and passed on the first reading in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 13th day of May, 2024.

Attest: _____
Lori L. Hillman, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1479-24 was read and passed on the second reading, following a public hearing, in an open and regular meeting of the City Council of the City of Zephyrhills, Florida, on this 10th day of June, 2024.

Attest: _____
Lori L. Hillman, City Clerk

Kenneth M. Burgess, Jr., Council President

The foregoing Ordinance No. 1479-24 was approved by me this 10th day of June, 2024.

Melonie Bahr Monson, Mayor

Approved as to legal form and legal content

Matthew E. Maggard, City Attorney

Staff Report Memorandum

To: Planning Commission and Honorable Mayor
From: Todd Vande Berg – Planning Director
RE: PUD 14-22 – Advent Health Future Land Use Map Amendment and Rezoning petition
Date: May 9, 2024

I. BACKGROUND & INFORMATION

A. History | Application Summary

This Future Land Use Map Amendment (FLUMA), and Rezoning Petition was presented to the City by Adventist Health System / Sunbelt. LLC. The subject property is owned by Advent Hospital and is interested in amending the City's future land use map and zoning map for purposes of a proposed multi-family development.

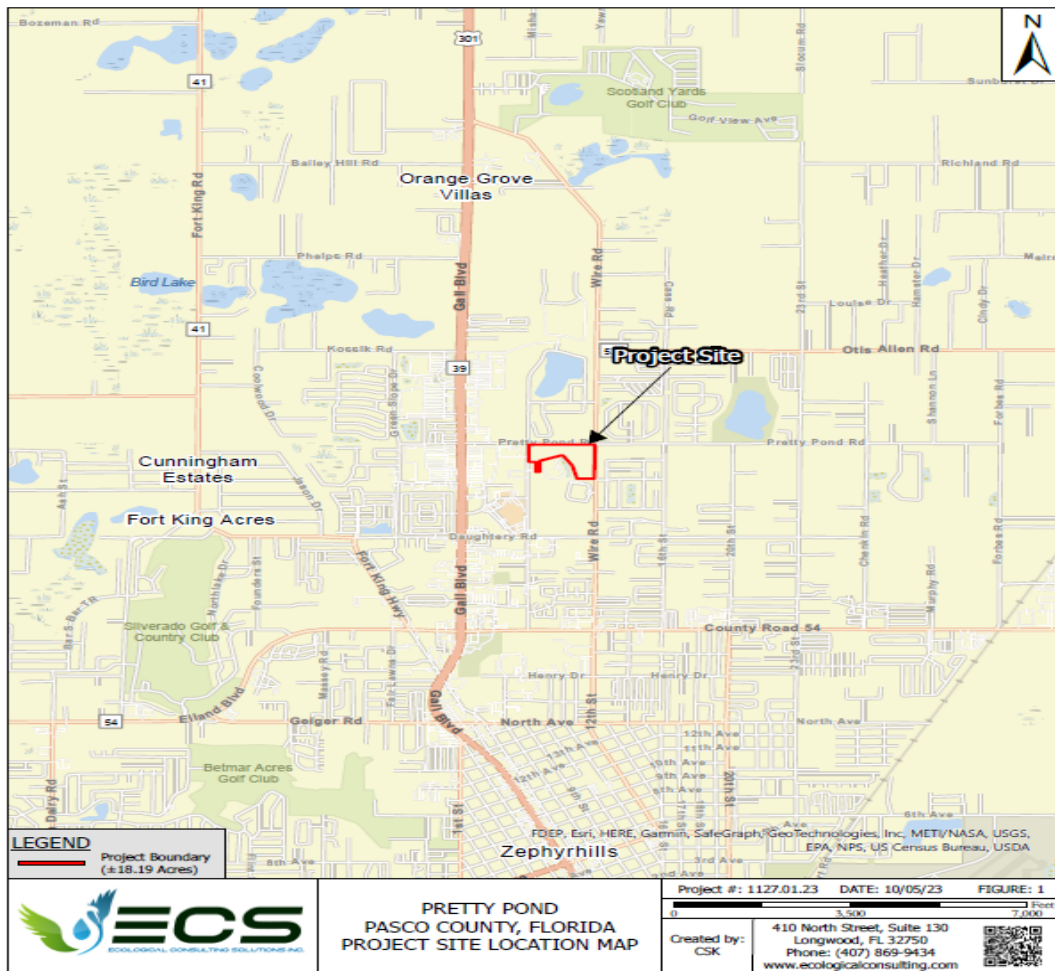


Figure 1-Location Map

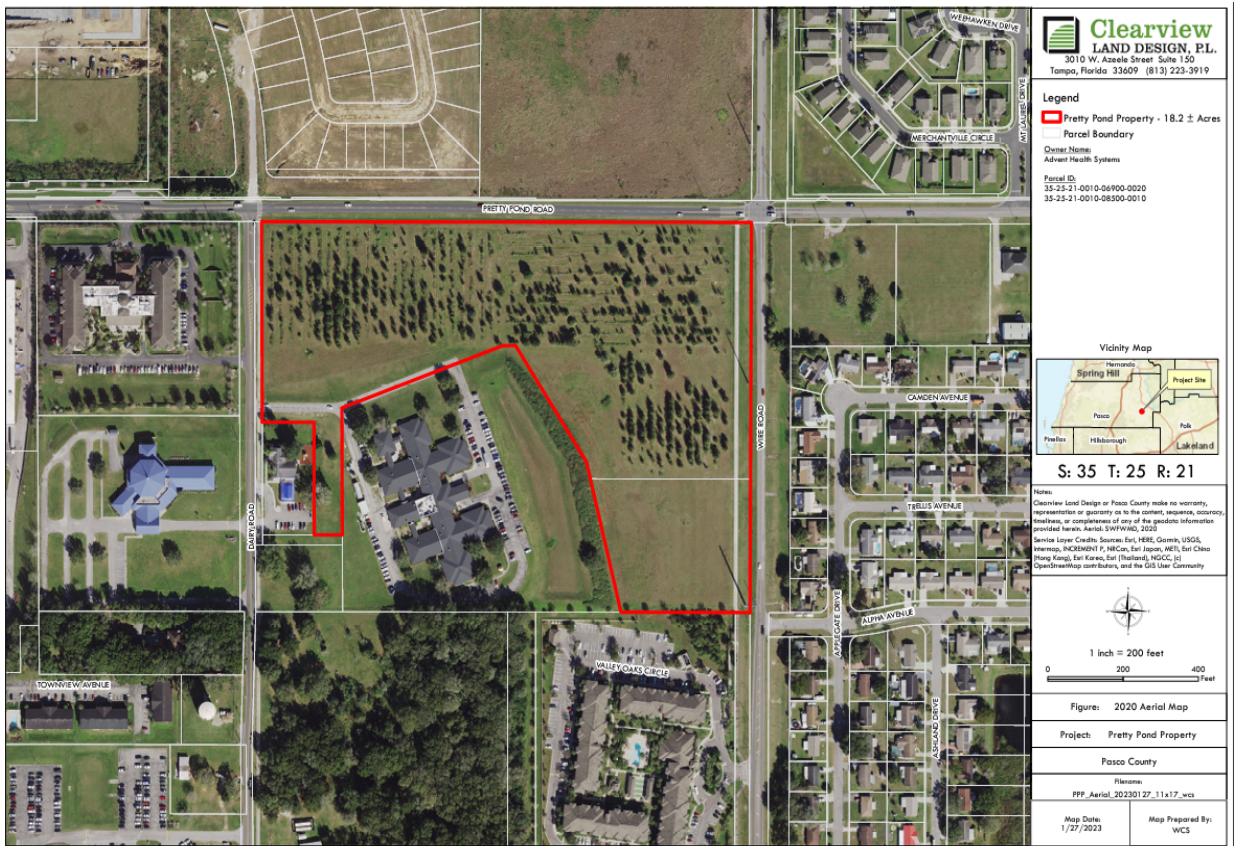


Figure 2-Aerial Map

The subject site is 17.387 acres more or less (mol) and located at the SW corner of the intersection of Pretty Pond road and Wire road (See Figures 1 and 2 – Location / Aerial maps)

Site Information

Applicant | Owner: Adventist Health System / Sunbelt. LLC

Location: SW corner of the intersection of Pretty Pond road and Wire road

Parcel ID Number(s): 35-25-21-0010-06900-0020 & 35-25-21-0010-08500-0010

Acreage: 17.387 Acres (MOL)

Existing Land Use: Vacant

Proposed use: Multi-Family development

Existing Future Land Use: City Public/Semi-Public (P/SP) and Mixed Use (MU)

Proposed Future Land Use: RU (Residential Urban)

<u>Existing Zoning:</u>	Planned Unit Development (PUD) & Office Professional (OP)
<u>Proposed Zoning:</u>	Office Professional parcel to PUD
<u>Proposed DU/ACRE</u>	14.13

II. Detailed Project Description:

The applicant has submitted a petition for a small-scale future land use map amendment from P/SP and MU to RU (Residential Urban) and rezoning from OP (office professional) to PUD (Planned Unit Development) for proposed multi-family apartments. The applicant has submitted a conceptual plan (figure 3) that shows a preliminary development plan consisting of 2 and 3 story units with a maximum of 252 units with access onto Pretty Pond Rd and Wire Rd. Discussions with the applicant included the two story units being at the higher grades and the three story being at the lower grades as reflected on the preliminary development plan that the applicant has agreed to. The land currently has a zoning category of PUD (Planned Unit Development – Figure 4) and a smaller section zoned OP (Office Professional) When a portion of the land was originally zoned PUD a master plan was not included. Therefore, the applicant is requesting that the property zoned OP be rezoned to PUD for all the property to have a consistent PUD zoning. Figure 3 will become the preliminary PUD master plan with conditions as included in this report. The proposed project includes buildings that would be greater than two stories or 30’ and would typically require a conditional use. However, the PUD zoning can consider specific regulations including height, which is being done in this case that is represented on the development plan and not be subject to a separate conditional use process. (** The petition was submitted prior to the residential moratorium).

The majority of the subject property is located within the Basins of Special Concern and will need to be design in accordance to the City’s ordinance for retention accordingly. The property is also heavily wooded and at the time of development a tree survey shall be submitted with a corresponding tree preservation plan maximizing opportunities to preserve existing trees. Any remaining caliper inches, after replanting the required minimum 3 inch caliper trees shall be calculated and a tree mitigation fund payment shall be paid in full prior to issuance of site permits. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. Staff is also recommending a left turn lanes on Pretty Pond Rd and turn lanes on Wire Rd for safety and maintaining traffic flows on these two lane collect streets. City Council has set a precedent and asked for left turn lanes on two lane collector streets in the past. The turn lane standards will be finalized as part of the future final development / construction plans.

III. Proposed Development:

The applicant plans to develop the parcel for a 252-unit multi-family apartment development as shown in figure 3.

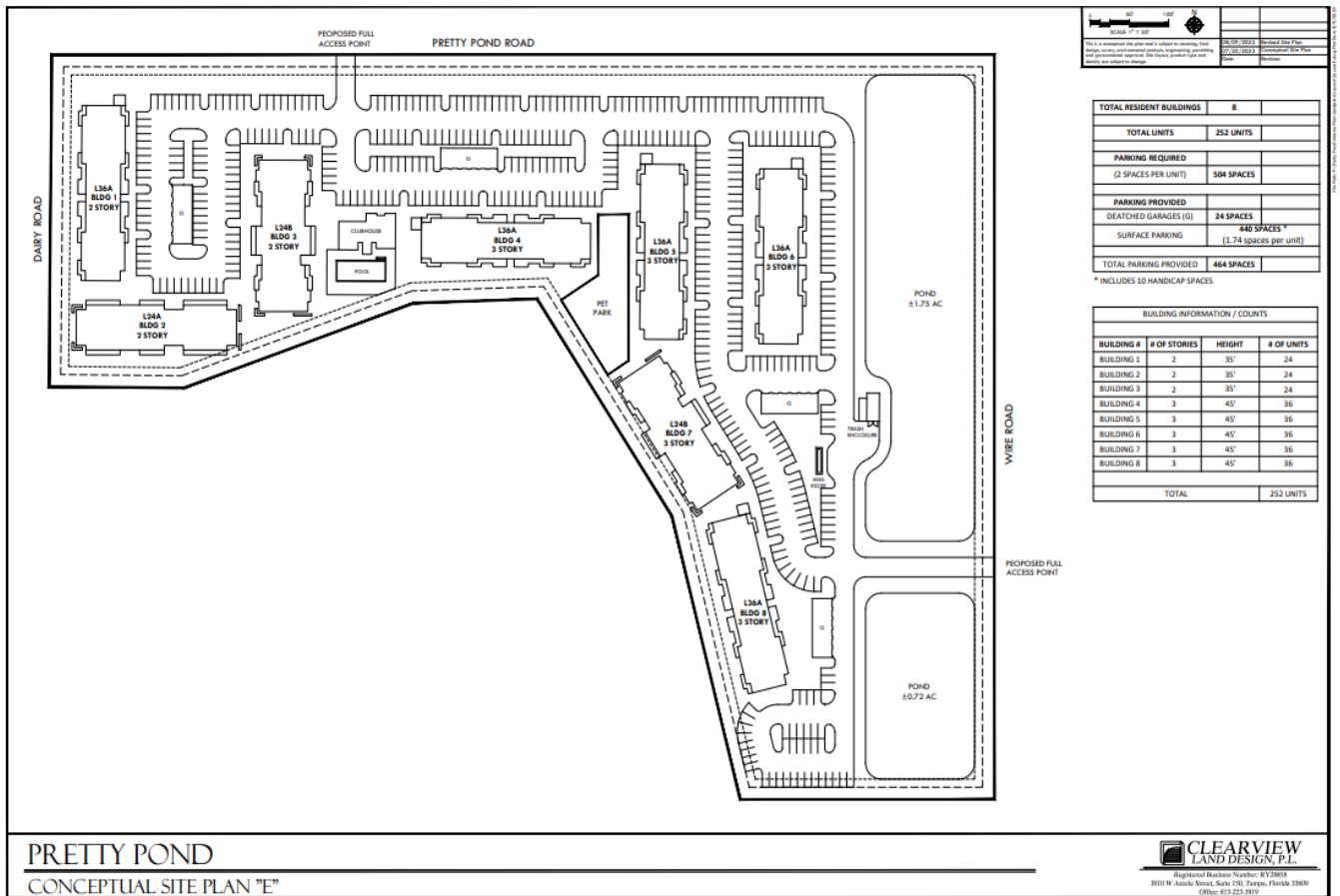


Figure 3 – Proposed Preliminary Development Plan

IV. DATA & ANALYSIS REVIEW

A. Future Land Use and Zoning Analysis

	Existing FLU	Existing Zoning	Existing Use
<u>Subject Property</u>	P/SP and MU	PUD & OP (Office Professional)	Vacant
<u>North</u>	RS (Res Suburban); RU Res Urban	PUD & R4	Single Family / Vacant
<u>South</u>	P/SP, MU (Mixed Use)	OP & R4	Assistant Living Facility / Multi-Family
<u>East</u>	RS; RU	R4, R2	Single Family
<u>West</u>	MU / VC (Village Center Overlay)	OP	Assisted Living Facility

B. Compatibility Analysis:

The subject property is surrounded by a mixture of residential uses and assisted living facilities as shown in the table above. The proposed multi-family residential use is generally consistent with existing and anticipated development patterns. The project will serve as an infill development and increase the housing stock in proximity to Advent Health Hospital and other local employment centers in the general vicinity. The increased population increases that the City is experiencing and new manufacturing coming will require additional housing stock. The development will utilize existing infrastructure, provide additional housing opportunities into the City of Zephyrhills, and blend with existing development in the vicinity.

Future Land Use Map (FLUMA) Amendment

A small-scale comprehensive plan amendment (less than 50 acres) would assign the land into the Residential Urban (RU) future land use classification. The RU classification purpose is to recognize properties that are appropriate to be developed in a suburban, high-density manner. It also recognizes that such areas are well suited for residential uses typical of suburban, non-intensive qualities. The density range in RU is 7.5 to 20.0 dwelling units per gross acre.

- (a) The subject property (17.387 acres) qualifies as a small-scale plan amendment;
- (b) The existing future land use of the property is a mix of P/SP and MU (See figure 4);
- (c) The proposed future land use map amendment (See figure 5) is to change the subject property's future land use designation from P/SP and MU to RU (Residential Urban);
- (d) The subject area is mixture of MF residential, hospital, offices and assisted living facilities;
- (e) The proposed future land use map amendment (FLUMA) is consistent with Chapter 163, Part II, FS, the City of Zephyrhills Comprehensive Plan, and the City's Land Development Code. It is also consistent and compatible with the land use/development trends of this area.

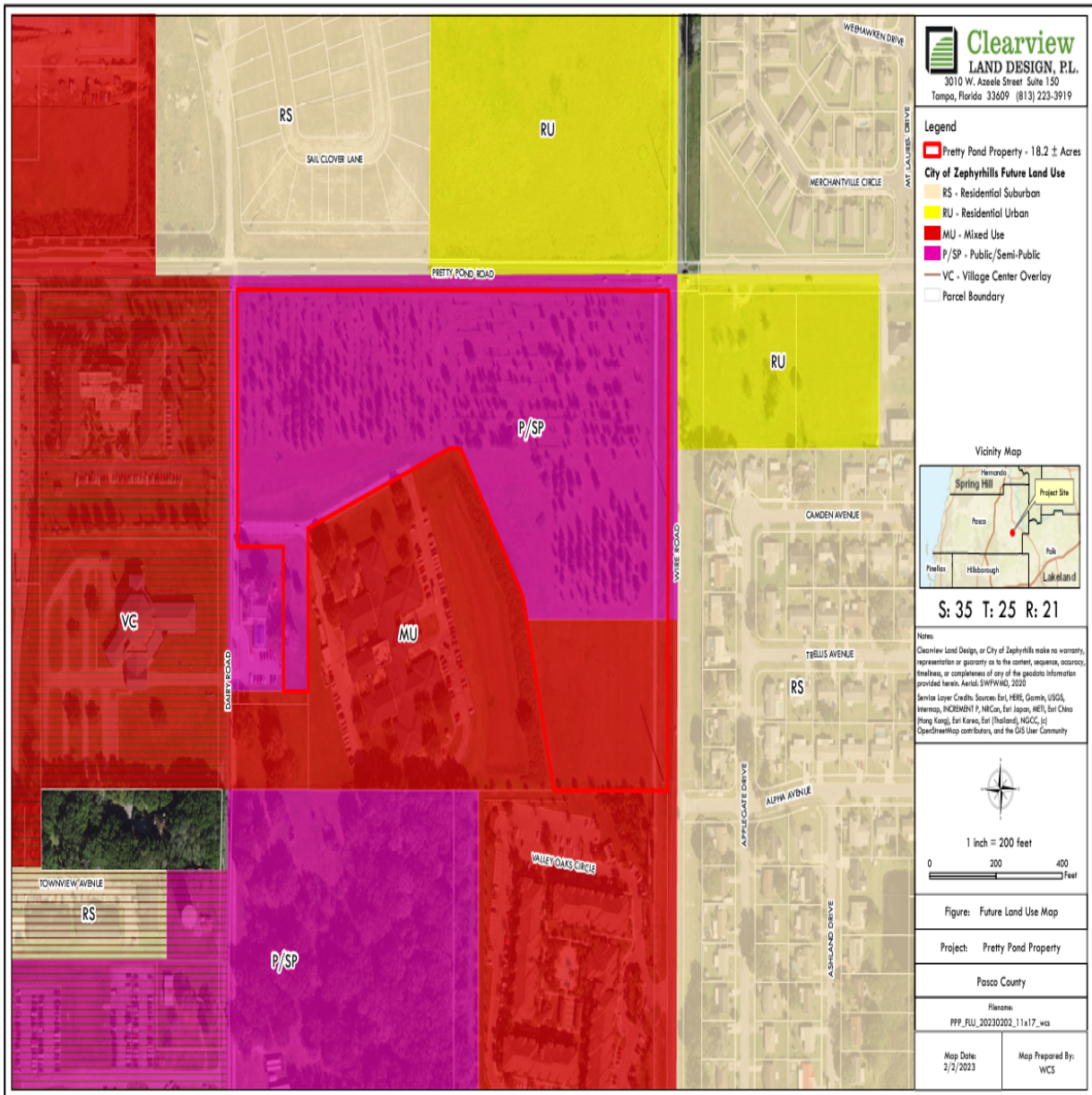


Figure 4 – Existing Future Land Use

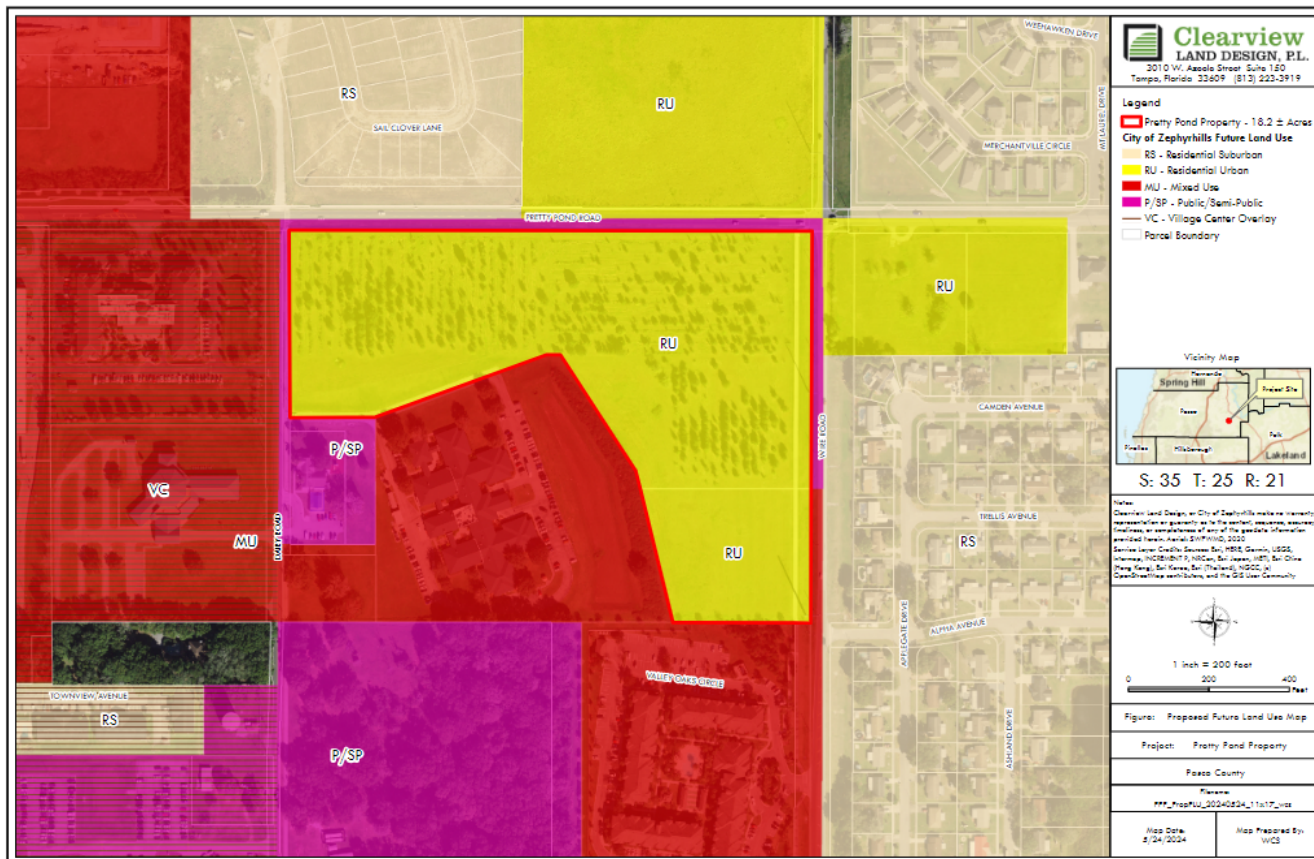


Figure 5-Proposed FLU map

C. Transportation:

Subject parcel abuts the south side of Pretty Pond Road (City owned), west side Dairy Rd (City owned) and Wire Rd (County Owned). City and County ROW use permits will be required at the time of site plan review and approval. The project site abuts the intersection of Wire and Pretty Pond Rd where this is some existing congestion (east bound on Pretty Pond from 301). The City is finalizing a roundabout design that will be constructed at this intersection to make it safer and reduce congestion. The development proposes entrances on Pretty Pond Rd and Wire. A traffic impact analysis has been completed and a right turn lane is required on Pretty Pond Rd. Staff is also recommending a left turn lane be constructed on Pretty Pond and also turn lanes on Wire Rd. to aid in reducing congestion on these two 2-laned collector roads that will reduce congestion.

D. Zoning Analysis:

Figure 6 presents the City's existing Zoning Map showing the larger parcel zoned PUD and the smaller parcel zoned OP (Office Professional). The applicant is requesting that the parcel zoned OP be rezoned to PUD so both parcels will have the same zoning. Staff is of the opinion that the requested zoning to OP is consistent and compatible with the surrounding zoning as well as the current and planned development trends in this area. Staff also believed the requested use of multi-family development is an appropriate and compatible use with multi-family development planned at the NW and SE corners of Wire and Pretty Pond.

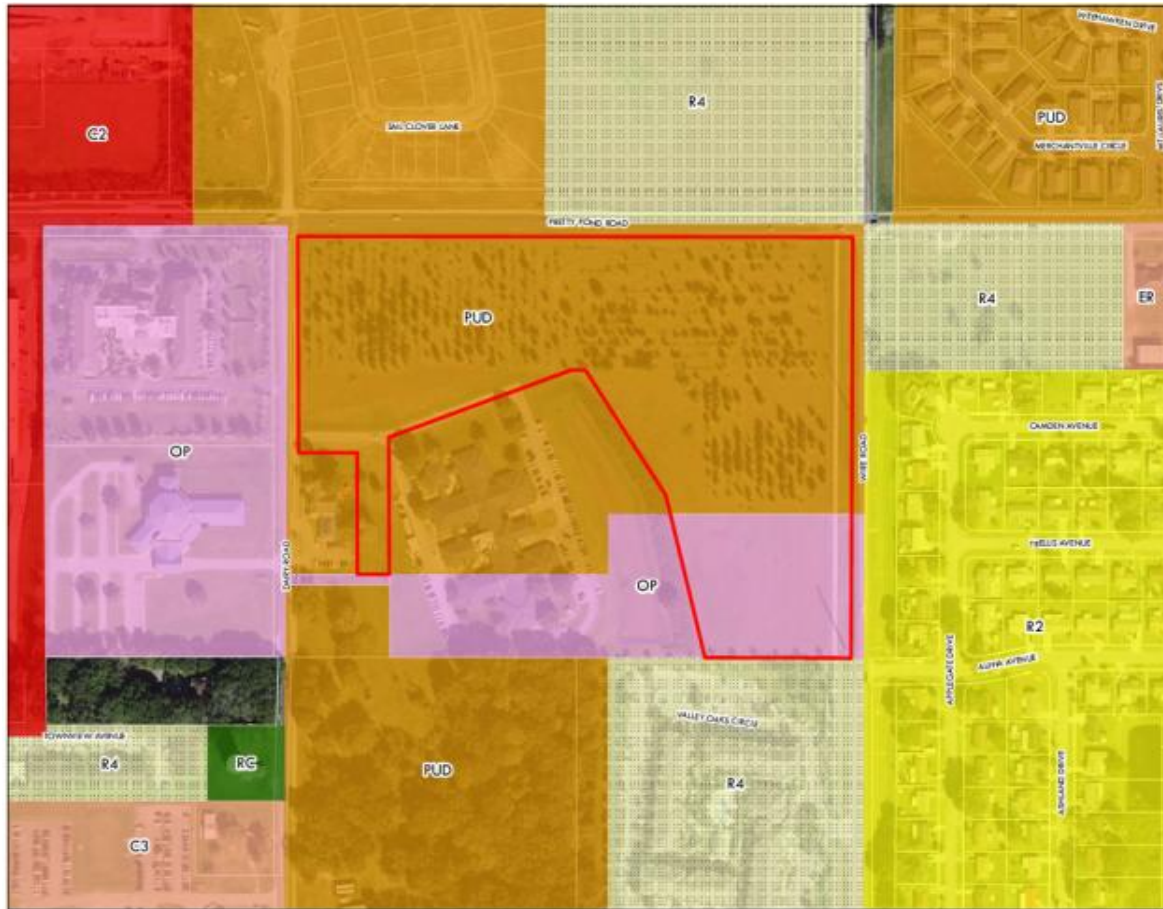
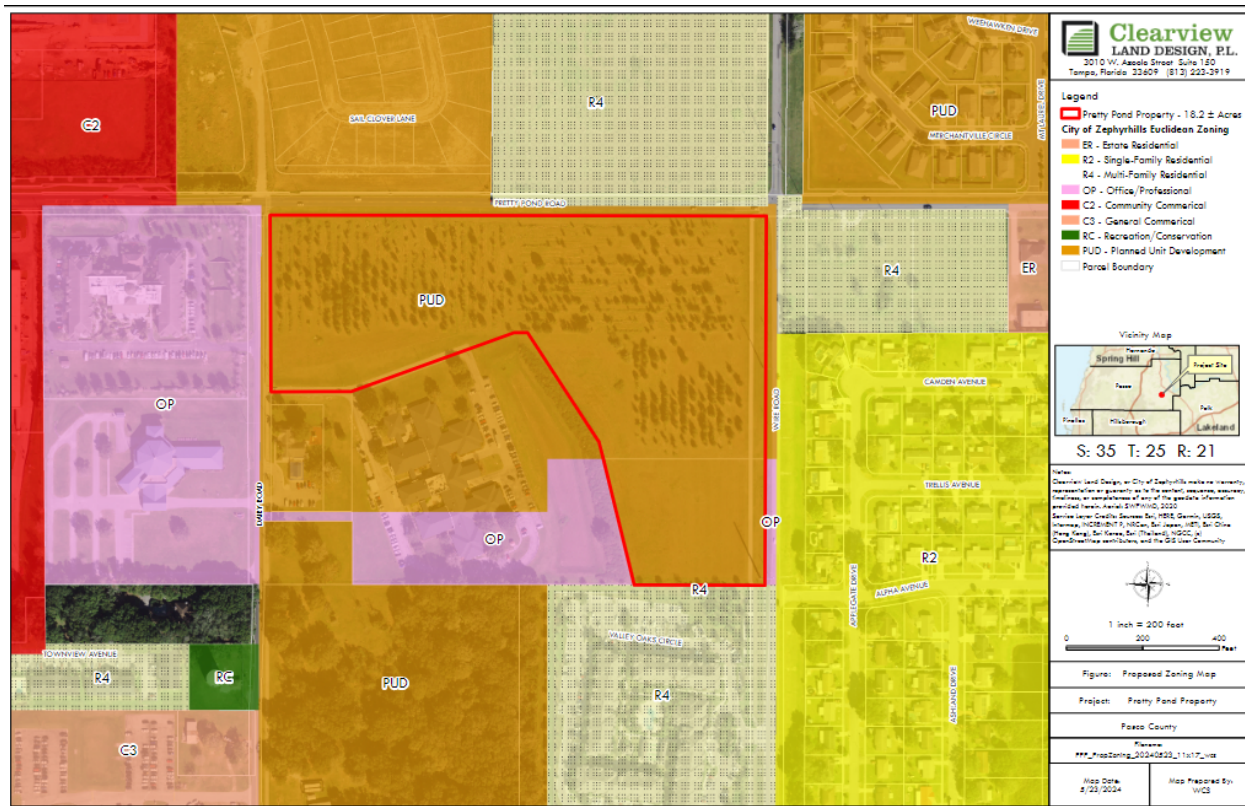


Figure 6 – Existing Zoning Map



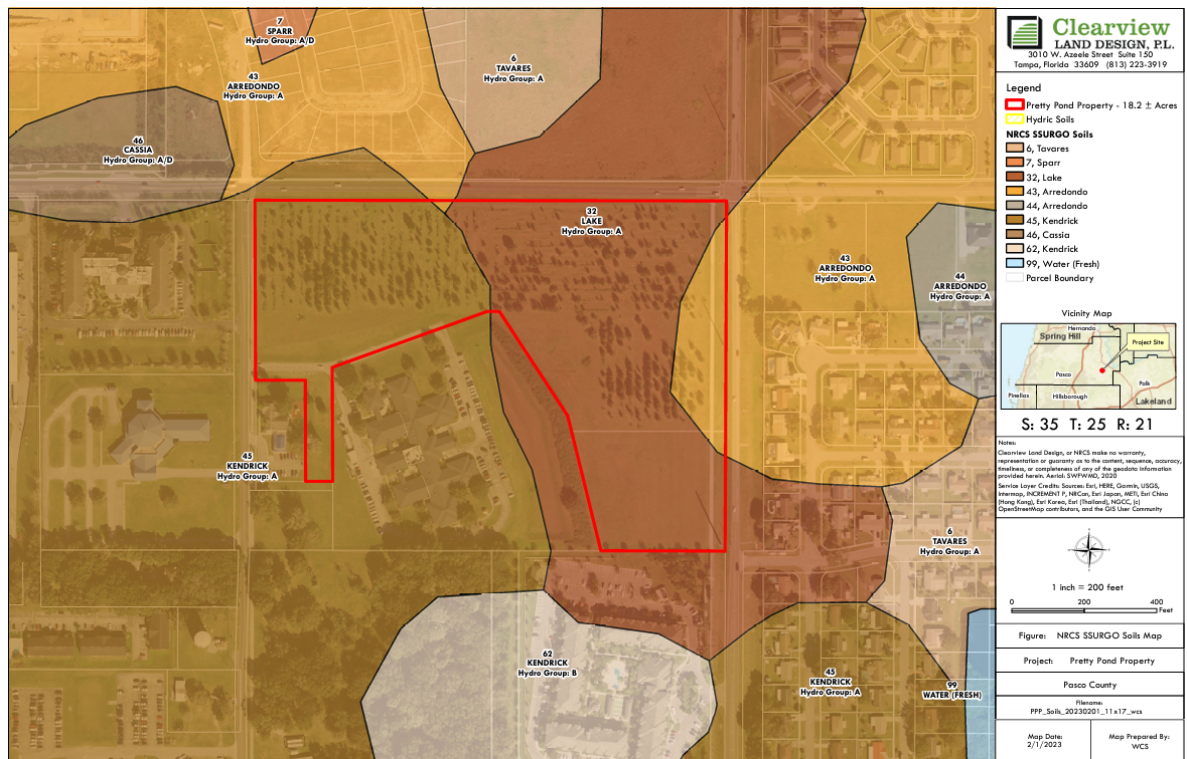
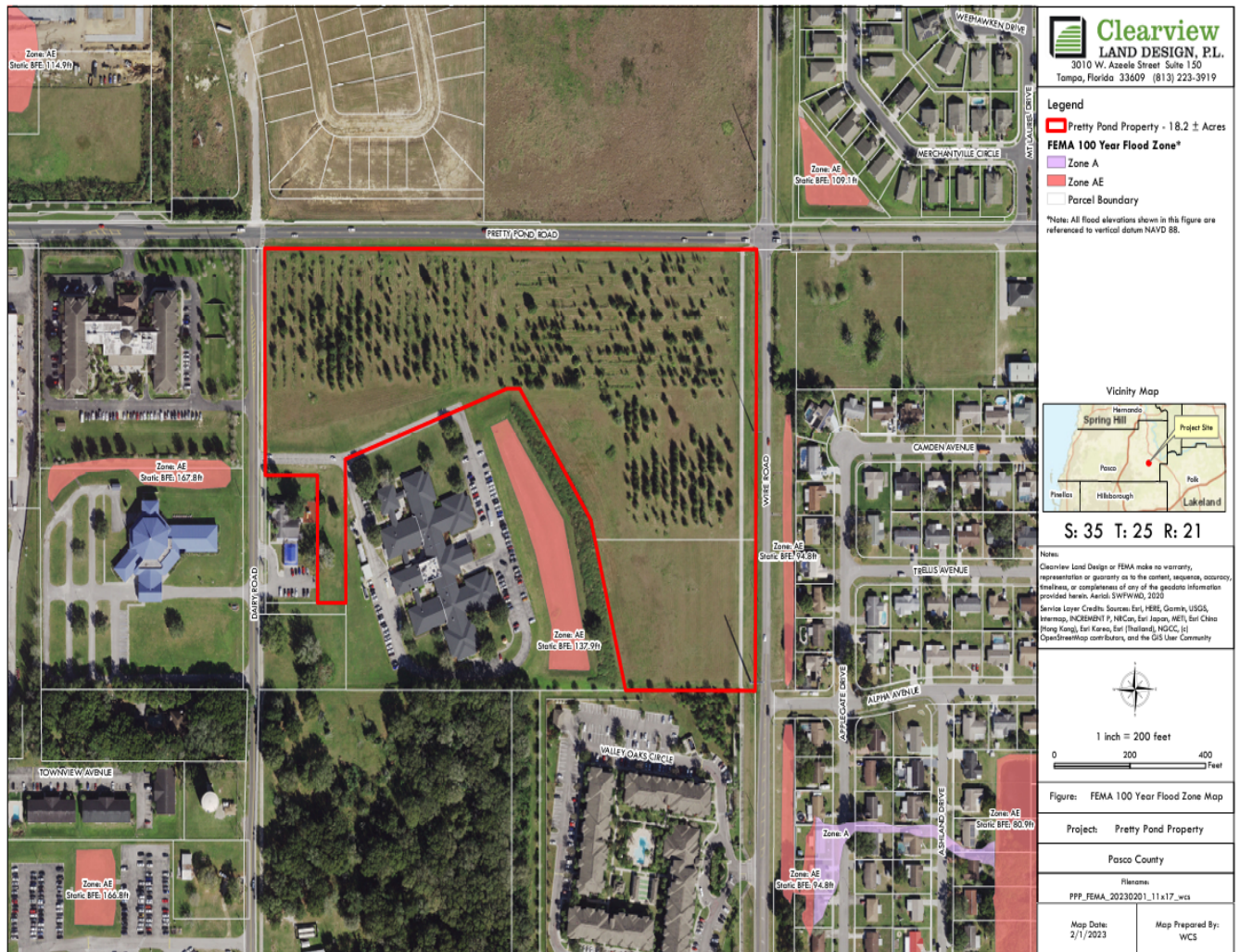


Figure 8-Soil Map



Flood Zone Map – Figure 9)

F. Public Services Analysis | Impact

POLICE	Projected general police service demand is within the City's existing service capabilities.
FIRE	It is anticipated that the projected general fire service demand is within the County's existing service capabilities. The City is currently coordinating with the County.
WATER	Adequate supply and utility infrastructure is located in the general vicinity per Utilities Department.
SEWER	Adequate infrastructure and anticipated minimal impact according to the Utilities Department.

SANITATION	Future development will be required to utilize City Sanitation services. The City partners with Pasco County for use of their landfill site. Anticipated impact is minimal.
TRANSPORTATION	A traffic impact analysis has been completed and turn lanes will be required at the entrances to the development. City and County ROW use permits will be required. The applicant is also contributing to a roundabout that is under design for the intersection of Pretty Pond & Wire Rd which will improve safety and congestion currently at this intersection.
SCHOOL	29 elementary school students, 14 middle school students, and 18 high school students for a total of 61 students. (Capacity – Woodland – 82%, Stuart – 86%, ZHS – 88%)

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Implementation

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

A. The residential family character of the City of Zephyrhills is maintained and protected while recognizing the economic benefits of a diversified economic base;

The project will complement the residential character of the City of Zephyrhills while providing an additional option for those looking for a residence with less maintenance. The proposed development provides further benefit to the City of Zephyrhills by increasing the tax base and affordable housing.

Land Development Regulation

Objective LU-1-1: To encourage efficient development in areas which will have the capacity to contribute more to the City in revenue than it will consume in services that meet the above-mentioned goals and consistent with this adopted plan.

Policy LU-1-1-1: The City shall continue to enforce land development regulations to ensure orderly development, that at minimum, contain provisions which:

- A. Regulate the subdivision of land;
- B. Regulate signage;
- C. Provide for drainage and stormwater management;
- D. Provide requirements for the provision of open space, and space, and safe convenient on-site traffic flow and parking requirements;
- E. Coordinate future land uses with soils conditions, topography, and availability of facilities and services;

- F. Ensure that development orders and permits are issued only when it is documented that such development is consistent with the adopted level of service standards and that facilities and services are available concurrent with the impacts of development;
- G. Protect the limited amount of wetlands and other environmentally sensitive natural resources;
- H. Protect the potable wellfields by designating appropriate activities and land uses within well head protection areas and environmentally sensitive land;
- I. Provision of mixed land use designations, such as recreation in residential area; and
- J. Discourage the proliferation of urban sprawl.

The project will ensure each of the above items are addressed as part of the construction plans that will be submitted to all applicable government agencies. Urban sprawl will not be created by the proposed development. The proposed development is an infill development where services are already available. The goal of the development is to provide a multi-family community that will meet the demands of a varied age group, ranging from young adults to senior citizens including housing for hospital staff.

Residential Development

Objective LU-1-2: The integrity and quality of life will continue to be maintained in existing and future residential neighborhoods.

The project will complement the quality of life within the surrounding communities. The proposed development will not interfere with the integrity of the established neighborhoods

Policy LU-1-2-1: Residential development shall be consistent with the following residential density categories:

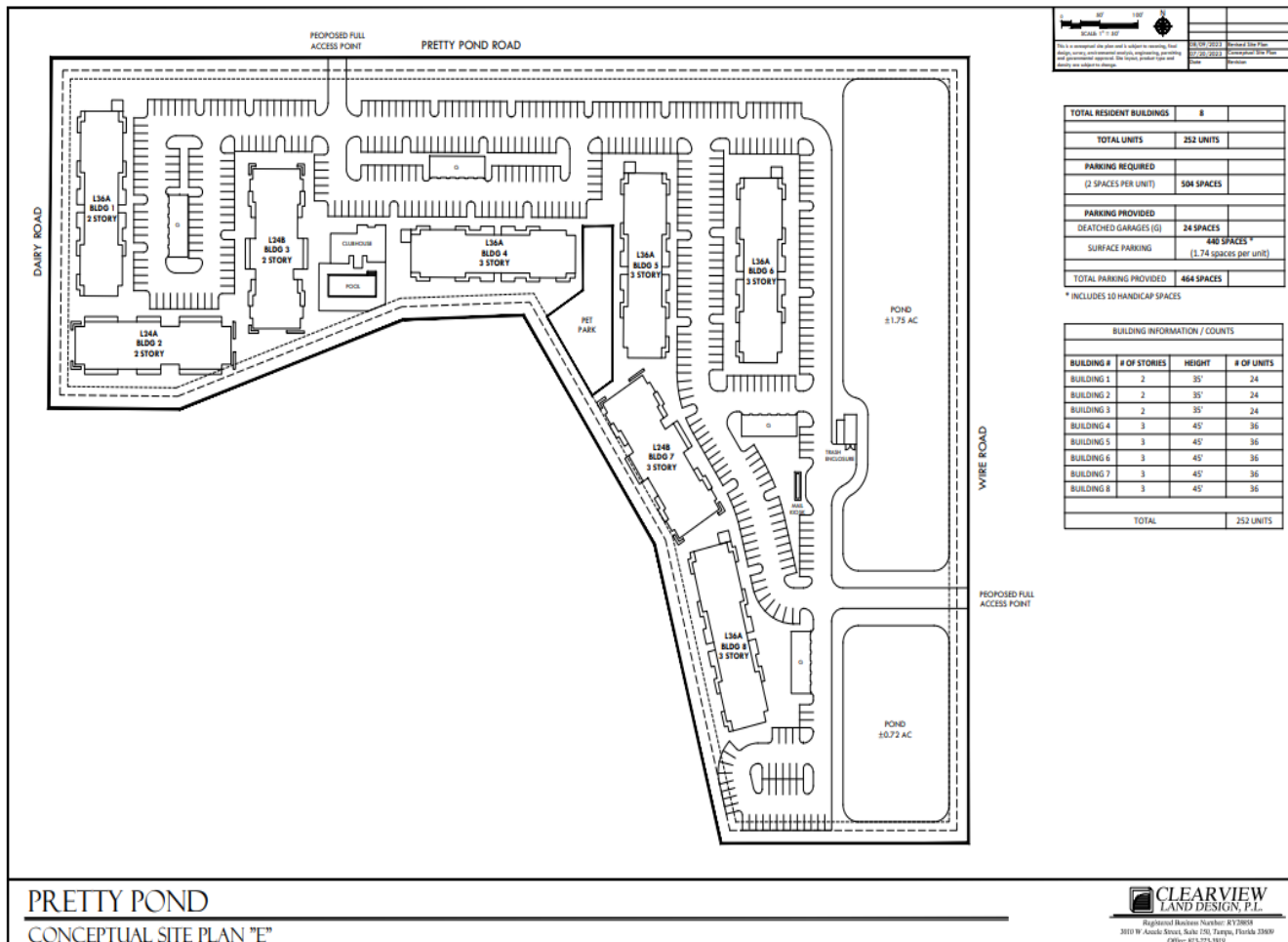


Figure 7 – Proposed Development Plan

b. Residential Urban- 7.5 to 20.0 units/gross acre; *The project will contain a density of 14.13 dwelling units per acre and falls within the medium range criteria of the RU Future Land Use category requested in this application.*

Policy LU-1-2-2: Existing residential areas shall be protected from incompatible activities. Other land users shall also be protected from the encroachment of incompatible residential activities.

The project is a proposed development that will provide compatibility with the existing residential areas and will serve as a transition between varying residential types and densities.

Policy LU-1-2-3: The location and extent of residential land uses shall be in accordance with the Future Land use Map and the descriptions of types, sizes, and densities of land uses contained in this element.

The project complies with the requirements of the Future Land Use Map, its categories, and the established development pattern of this area. The City's request via the accompanying RU category is compatible.

Policy LU-1-2-4: Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.

The project shall be compatible with the existing future land use categories, surrounding zoning districts and the established development pattern of the area.

POLICY LU-1-2-3-4: *Land development shall take place in a manner that is compatible with the type and scale of surrounding land uses.*

The proposed development on the subject property shall be in compliance with the city's Land Development Code and shall be consistent / compatible with the use and scale of surrounding uses with a mixture of two stories at the higher grades and three stories at the lower grades.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

OBJECTIVE

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

The subject property lies outside the historical district and that there are no historical / cultural structures or archaeological areas identified within the boundaries of the subject property. The applicant has provided documentation of a Cultural and Historic Resources was performed.

NATURAL RESOURCES

OBJECTIVE

LU-1-7: *All development activities shall ensure the protection of natural resources and potable well fields.*

LU-1-7-1: *The clearing of trees and wetland vegetation shall be prohibited unless permits are obtained from the property government entities.*

LU-1-7-2: *Species of flora and fauna identified as endangered, threatened, or species of special concern, as defined by Federal Law or Florida Statutes, and found to exist in Zephyrhills by the Florida Game Fresh Water Fish commission, shall be protected through compliance with appropriate Federal and State regulations.*

LU-1-7-3: *Consider in land use planning and regulation, the impact of land use on water quality and quantity; the availability of land water and other natural resources to meet demands; and the potential for flooding.*

LU-1-7-4: *The clearing of trees and wetland vegetation shall be prohibited unless permits are received from appropriate governmental entities.*

LU-1-7-5: *The developer/owner of any new development or redevelopment shall be responsible for on-site management of stormwater run-off in a manner so that post-development run-off rates, volumes and pollutant loads do not exceed existing conditions.*

The owner and its future builder / contractor shall comply with each of these provisions / permits during the future planning, design, engineering, staff review, permitting, construction, and inspection process of the development project. Permits for gopher tortoises located on the subject property shall be required to be obtained as discussed in the Staff Report prior to commencement of construction.

Furthermore, as previously discussed, the subject property is heavily wooded and at the time of development a tree survey shall be submitted with corresponding tree preservation plan. Any remaining caliper inches (trees) shall be calculated and a tree mitigation fund payment shall be paid in full prior to issuance of site permits. All applicable sections of the LDC pertaining to landscape and tree preservation and tree removal guidelines shall be followed. The future site plan will also address the City's interest of avoiding drainage to offsite when the land is cleared with requirement to begin construction of the retention pond prior to land clearing.

V. RECOMMENDATION

The Planning Department is recommending approval of the petition for a small scale future land use map amendment from Public / Semi-Public and Mixed Use to RU (Residential Urban) and rezoning from Office Professional to Planned Unit Development with conditions (*attached*).

Site Plan Review Committee – Approval with conditions

Planning Commission - Approval with conditions

Proposed Conditions of Approval – AdventHealth Zephyrhills Multifamily
6/10/24

Approval of the request, subject to the conditions listed below, is based on the general site plan (“PUD Concept Plan”) submitted 8/9/2023.

1. The maximum number of multifamily units shall be 252.
2. The developer must obtain all permits from the City of Zephyrhills and meet all applicable land development regulations applicable to the approved use of the property, and complete all applicable development review processes, subject any specific condition or requirement hereunder.
3. The development shall be served by the City’s public water and sewer system.
4. The developer shall provide landscape buffers in accordance with Section 7.06.04.01 of the City’s Land Development Code.
5. The minimum multifamily building perimeter setbacks shall be as follows:

Right-of-Way:	25'
All other boundaries:	15'
Accessory structures:	10'
6. The minimum separation between buildings shall be 15’.
7. The on-site parking ratio for the site shall be calculated at a minimum of 1.5 spaces per multi-family unit inclusive of surface and enclosed garage parking.
8. Building Height & Locational Criteria; Final Site Plan: The PUD shall allow a mixture of 2-story and 3-story multi-family buildings. The maximum building height shall be 45 feet; provided, however, that the buildings west of the clubhouse/amenity area (as generally depicted on the approved PUD Concept Plan) and the clubhouse/amenities shall be limited to 2-stories, and the land area east of such clubhouse/amenity area shall allow 3-story buildings in order to achieve the approved density of 252 units. The developer/builder’s detailed site plan may vary from the PUD Concept Plan as necessary to meet final site engineering design and permitting requirements, provided that the basic requirements of this PUD approval are maintained as to maximum building height, location of 2-story and 3-story structures, and the maximum density of 252 m-f units.
9. The proposed Amenity Center/Clubhouse will be developed in accordance with multifamily dimensional standards listed above.
10. The listed species survey and the historic resource/archeological report were provided during the application review process and have been approved.
11. Building Façade/Architectural Elements: As part of the final site plan/construction plan review process, the developer/builder shall provide architectural renderings to depict the exterior façade for all buildings which are visible from a public right-of-way and shall include a description of the architectural features that will address variations in color, variety of materials and/or textures, and design elements to provide monotony control and aesthetic variety in exterior appearance concurrent with the site development. The

Proposed Conditions of Approval – AdventHealth Zephyrhills Multifamily
6/10/24

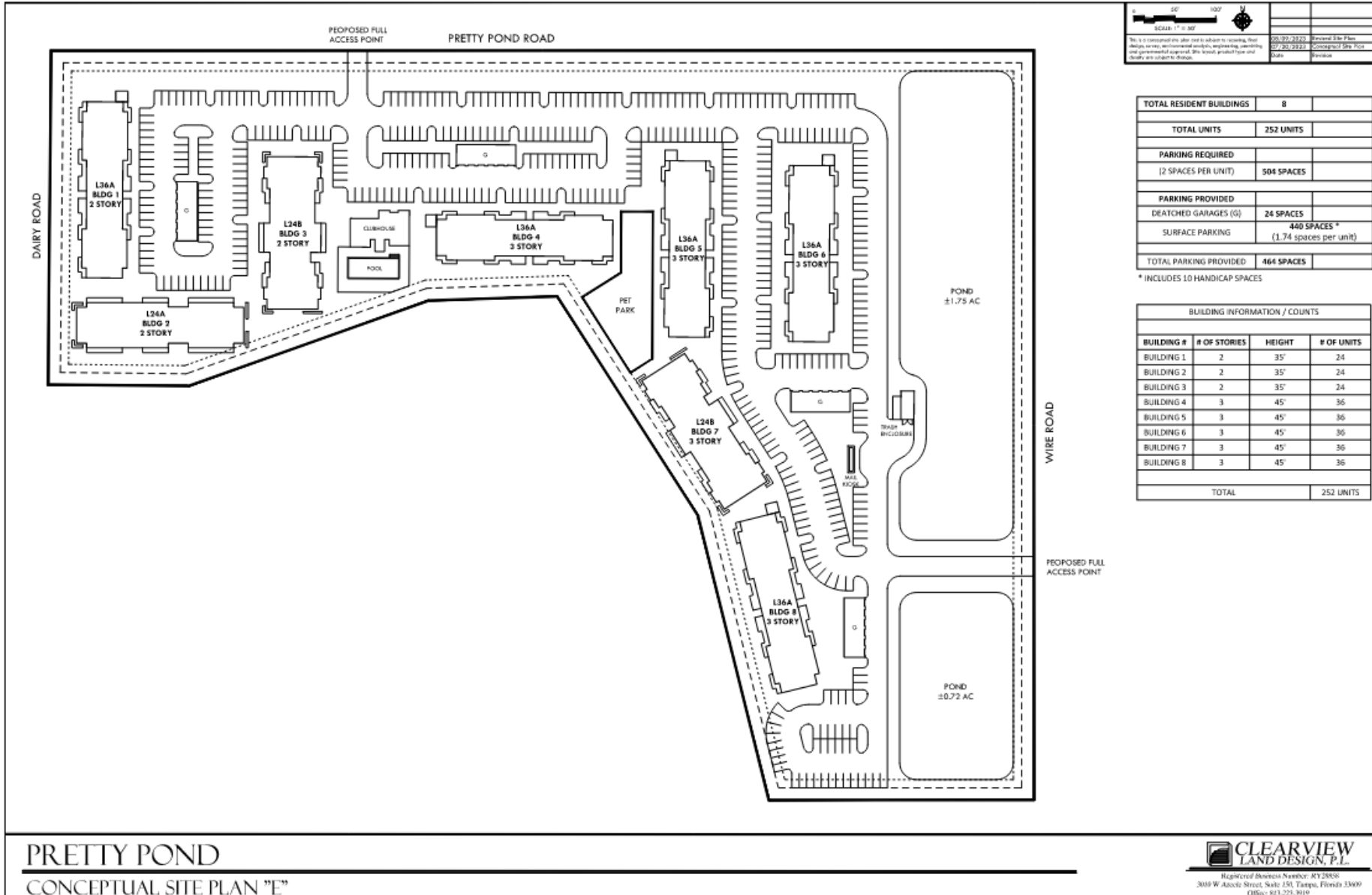
exterior façade design features shall be included in the City’s approval process for the final construction plans, which approval shall not be unreasonably withheld.

12. Based upon the Applicant’s approved traffic study, the developer/builder shall at the time of site development and construction of the multi-family project, construct the following site-access improvements:
 - A. 315-foot eastbound right-turn lane on Pretty Pond Road, at the project access drive connection (which turn lane is deemed warranted by the traffic study); and
 - B. westbound left-turn lane on Pretty Pond Road at the project access drive, northbound left-turn lane on Wire Road at the project access drive, and/or southbound right-turn lane on Wire Road at the project access drive, in the event Pasco County requires any of such additional turn lanes on the County collector roadways (subject to Pasco County LDC requirements).
13. In addition to the vehicular access points to Pretty Pond Road and Wire Road as set forth in Condition No. 12 above, the Developer at the time of site plan/construction plan submittal also shall provide for a pedestrian/bicycle access connection to the Dairy Road right-of-way on the western boundary of the project, at a location mutually acceptable to the Developer and the City.

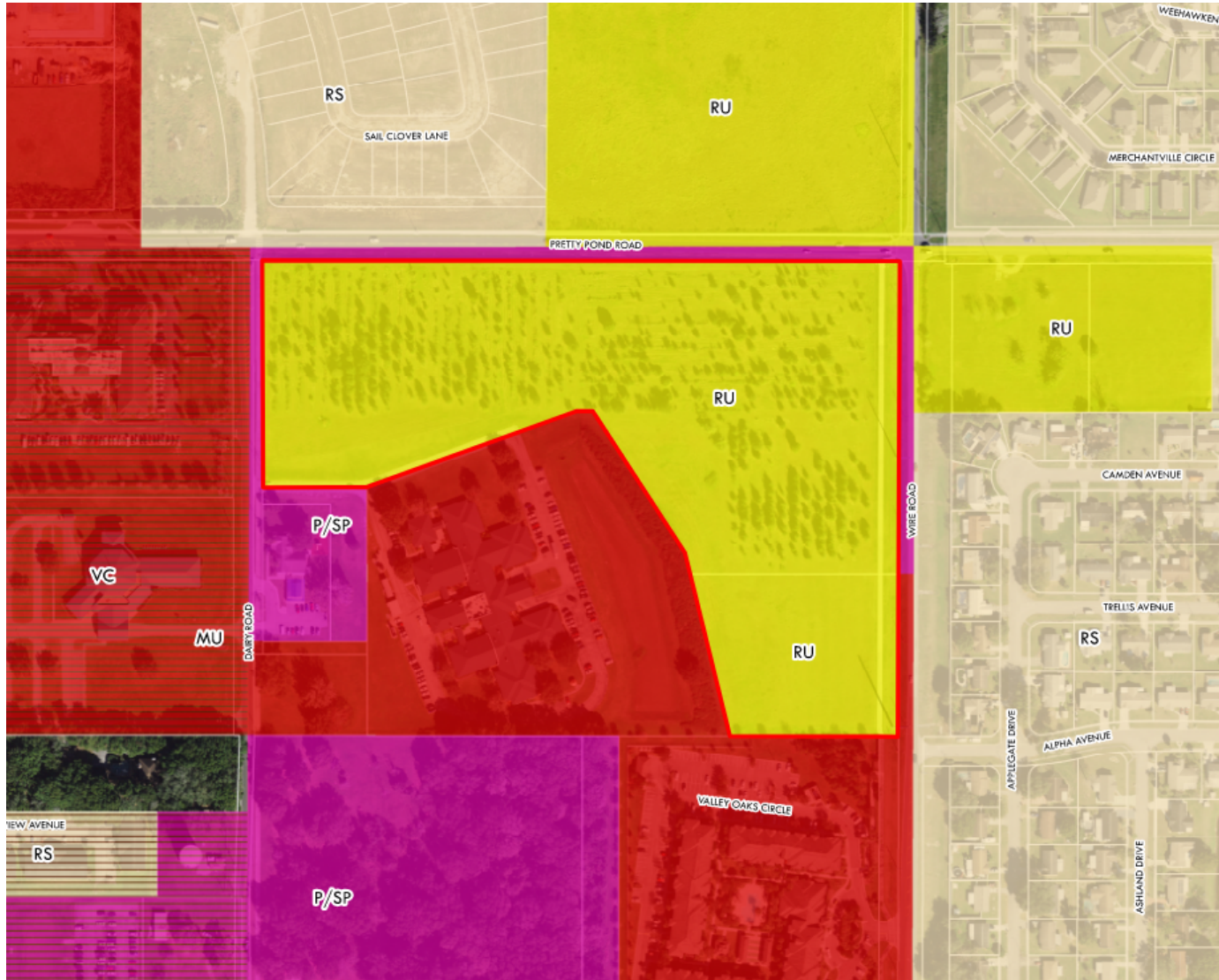
AdventHealth Zephyrhills Multifamily PUD

Planning Report
6/10/2024





- Two access points on Pretty Pond Rd. and Wire Rd.
- 3-story buildings located on the eastern, lower elevation portion of site.
- Maximum 252 units



- **Current FLU-** Public/Semi-Public (P/SP), MU
- **Proposed FLU-** Residential Urban (RU)
- Consistent with approved projects to the north and east

Legend

 Pretty Pond Property - 17.39 ± Acres

City of Zephyrhills Future Land Use

 RS - Residential Suburban

 RU - Residential Urban

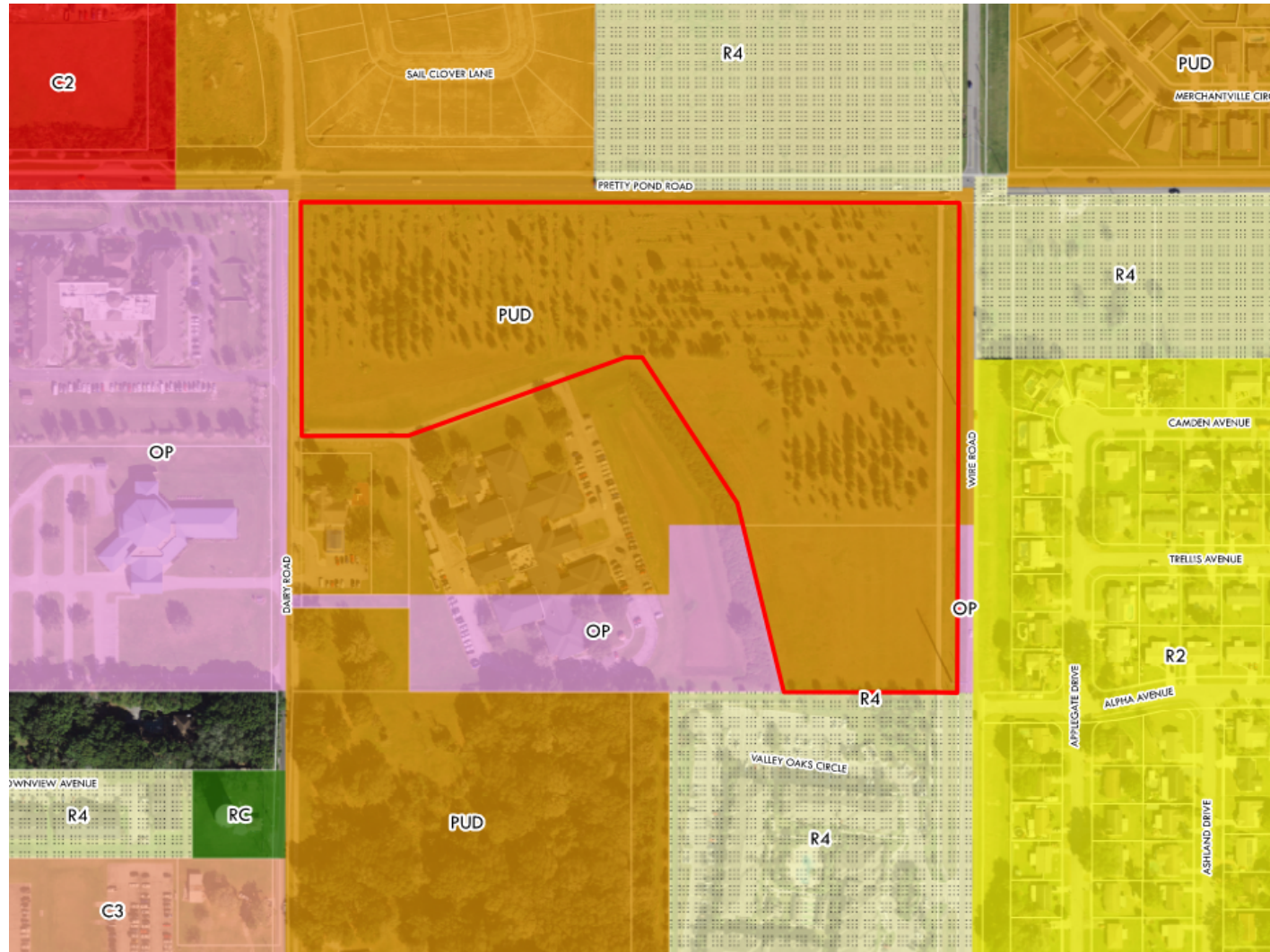
 MU - Mixed Use

 P/SP - Public/Semi-Public

 VC - Village Center Overlay

 Parcel Boundary

- **Current Zoning-** Planned Unit Development (PUD), Office/Professional (OP)
- **Proposed FLU-** A new PUD district



Legend

 Pretty Pond Property - 17.39 ± Acres

City of Zephyrhills Euclidean Zoning

 ER - Estate Residential

 R2 - Single-Family Residential

 R4 - Multi-Family Residential

 OP - Office/Professional

 C2 - Community Commercial

 C3 - General Commercial

 RC - Recreation/Conservation

 PUD - Planned Unit Development

 Parcel Boundary



CITY MANAGER'S REPORT 5.1

Consideration of Chamber Appointment

Issue:

Mayor Monson and Councilman Spina asked for the Chamber of Commerce appointment to be placed on the agenda for discussion. Currently, Mayor Monson is the City's appointment to the Chamber.

Background:

Attachment(s):

None

Fiscal Impact:

No fiscal impact

Staff Recommendation:

NOTED ITEMS 6.1

Central Florida HIDTA Grant

Issue:

Information Only

Background:

The Office of National Drug Control Policy (ONDCP) awarded Seminole County Sheriff's Office grant funding to support the Central Florida HIDTA program. Our agency is a sub-recipient of the grant funds for reimbursement of expenses incurred as a participant in those activities. The grant is awarded for a two (2) year period which began on January 1, 2024.

Attachment(s):

1. Seminole County Sheriff's Office Subrecipient Agreement for the HIDTA Program

Fiscal Impact:

Staff Recommendation:



June 04, 2024

Derek Brewer, Chief
Zephyrhills Police Department
6118 8th Street
Zephyrhills, FL 33542

Dear Chief Brewer:

The Office of National Drug Control Policy (ONDCP) has awarded the Seminole County Sheriff's Office grant funding in support of the Central Florida High Intensity Drug Trafficking Areas Program. As a member of Central Florida HIDTA, your agency is a subrecipient of the grant funds awarded to the Sheriff's Office. In order for the Sheriff's Office to reimburse your agency for expenses incurred as part of Central Florida HIDTA activities, please sign and return the included subrecipient agreement as soon as possible. The Sheriff's Office will not be able to reimburse any expenses until a signed subrecipient agreement is completed. An email copy of the signed agreement is acceptable in lieu of an original.

Please ensure the following sections of the subrecipient agreement are completed:

- Section 9 – Designated Representatives
- Section 16 – Notices
- Exhibit B – Subrecipient's Unique Entity Identifier (EIN)

If you have any questions, please contact me at btaylor@seminolesheriff.org.

Sincerely,

Barbara A. Taylor

Barbara A. Taylor, CPPO
Procurement and Agreements Manager

Attachment: Seminole County Sheriff's Office HIDTA Subrecipient Agreement

**SEMINOLE COUNTY SHERIFF'S OFFICE
SUBRECIPIENT AGREEMENT FOR THE
HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM
(HIDTA)**

THIS AGREEMENT made and entered into the 4th day of June, 2024 by and between Dennis M. Lemma, as Sheriff of Seminole County on behalf of the Seminole County Sheriff's Office whose address is 100 Eslinger Way, Sanford, Florida 32773, a Constitutional Officer of the political subdivision of Seminole County, State of Florida, holding tax exempt status, hereinafter referred to as "SCSO" and the Zephyrhills Police Department whose principal and local address is 6118 8th Street, Zephyrhills, FL 33542 hereinafter referred to as "SUBRECIPIENT." SCSO and SUBRECIPIENT are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, on April 29, 2024, the Executive Office of the President, Office of National Drug Control Policy awarded a grant to SCSO for the High Intensity Drug Trafficking Areas (HIDTA) Program (Grant #G24CF0008A) for a period of two (2) years beginning on January 1, 2024 which is attached as Exhibit C, Grant Agreement; and

WHEREAS, SUBRECIPIENT as a member of Central Florida HIDTA acknowledges the obligations of participation in the program; and

WHEREAS, SCSO, as a fiduciary of Central Florida HIDTA desires to reimburse SUBRECIPIENT for its performance to support the activities, programs and projects of Central Florida HIDTA upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a). The term "SUBRECIPIENT" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees participating in activities of Central Florida HIDTA under this Agreement.

(b). The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(c). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s)

executing this Agreement for SUBRECIPIENT certify they are authorized to bind SUBRECIPIENT fully to the terms of this Agreement.

(d). Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement .

(e). When the term "law" is used herein, said phrase shall include statutes, codes, rules and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(f). It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting SUBRECIPIENT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of SCSO for any purpose, or in any manner, whatsoever.

(g). Persons employed by SUBRECIPIENT to participate in the functions of Central Florida HIDTA pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SCSO's officers and employees either by operation of law or by SCSO.

(h). No claim for reimbursement by SUBRECIPIENT not specifically provided for herein shall be honored by SCSO.

SECTION 2: SUBRECIPIENT RESPONSIBILITIES.

(a). SUBRECIPIENT acknowledges that funding for HIDTA operations is in the form of a federal grant and agrees to abide by all requirements set forth in the Grant Agreement in Exhibit C and the HIDTA Program Policy and Budget Guidance Manual located on the National HIDTA Assistance Center (NHAC) website at http://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidelines2017.pdf .

(b). SUBRECIPIENT shall be responsible for submittal of reimbursement requests in a format acceptable to SCSO as detailed in Section 7 of this Agreement.

(c). Neither SCSO's review, approval or acceptance of, nor payment of any reimbursement invoice, shall 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. SUBRECIPIENT shall be and remain liable to SCSO in accordance with applicable law for all damages to SCSO caused by SUBRECIPIENT's negligent or improper reimbursement requests. SCSO is responsible to validate such damages or loss to SUBRECIPIENT.

(d). The rights and remedies of SCSO, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(e). SUBRECIPIENT shall disclose any potential conflicts of interest to this Agreement to SCSO prior to execution of the Agreement or if discovered after execution, as soon as SUBRECIPIENT is aware of the potential conflict of interest.

SECTION 5: SCSO RIGHTS AND RESPONSIBILITIES.

(a). SCSO shall reasonably cooperate with SUBRECIPIENT in a timely fashion as set forth in this Section.

(b). SCSO shall furnish a SCSO Representative, as appointed by the Designated Representative to administer, review and coordinate the payment of all reimbursement requests.

(c). SCSO shall make SCSO personnel available where, in SCSO's opinion, they are required and necessary to assist SUBRECIPIENT. The availability and necessity of said personnel to assist SUBRECIPIENT shall be determined solely at the discretion of SCSO.

(d). SCSO shall examine all of SUBRECIPIENT's reimbursement requests and indicate SCSO's approval or disapproval within a reasonable time so as not to materially delay the reimbursement of SUBRECIPIENT.

(e). SCSO shall transmit instructions, relevant information, and provide interpretation and definition of SCSO policies and decisions with respect to matters pertinent to the reimbursements covered by this Agreement.

(f). SCSO shall give written notice to SUBRECIPIENT whenever SCSO's Designated Representative knows of a development that affects the performance of this Agreement.

SECTION 6: REIMBURSEMENT.

Reimbursement requests, and all financial matters, shall be as set forth in Exhibit A, Reimbursement Procedures.

SECTION 7: INVOICE PROCESS.

(a). Invoices shall be submitted in the format in Exhibit D. Invoices shall be submitted on a quarterly basis to the appropriate HIDTA Group Supervisor for approval no later than fifteen (15) days following the end of the prior quarter. For this agreement, the end of each quarter is the months of December, March, June and September. Invoices without disputable items will be processed for payment within thirty (30) days of receipt of an approved invoice by SCSO.

(b). SUBRECIPIENT will be notified of any disputable items contained in invoices submitted by SUBRECIPIENT within fifteen (15) days of receipt by SCSO with an explanation of the deficiencies.

(c). SCSO and SUBRECIPIENT will make every effort to resolve all disputable items contained in SUBRECIPIENT invoices.

SECTION 8: TERM/LENGTH OF AGREEMENT.

(a). This Agreement shall commence January 1, 2024 and shall terminate on December 31, 2025 or until terminated pursuant to the terms of this Agreement.

SECTION 9: DESIGNATED REPRESENTATIVES.

(a). SCSO designates SCSO's Procurement and Agreements Manager or his/her designated representative, to represent SCSO in all matters pertaining to and arising from this Agreement.

(b). SCSO's Procurement and Agreements Manager, or his/her designated representative, shall have the following responsibilities:

(1). Transmission of instructions, receipt of information, and interpretation and definition of SCSO's policies and decisions with respect to this Agreement.

(2). Giving prompt notice to SUBRECIPIENT whenever SCSO's designated representative knows of a change necessary in the project.

(c). Until further notice from SCSO, the designated representative for this Agreement is:

**Barbara Taylor, CPPO
Procurement and Agreements Manager
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773**

(d). SUBRECIPIENT's designated representative is:

**Derek Brewer, Chief of Police
Zephyrhills Police Department
6118 8th Street
Zephyrhills, FL 33542**

SECTION 10: EMPLOYEES

(a). SUBRECIPIENT may engage employees at its discretion and is responsible for all such employees.

(b). SUBRECIPIENT shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(c). SCSO will not intentionally award publicly-funded contracts to any SUBRECIPIENT who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*]. SCSO shall consider the employment by SUBRECIPIENT of unauthorized aliens, a violation of Section 274A (e) of the *INA*. Such violation by SUBRECIPIENT of the employment provisions contained in Section 274A (e) of the *INA* shall be grounds for termination of this Agreement.

(d). If applicable, in accordance with Section 216.347, *Florida Statutes*, SUBRECIPIENT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(e). SUBRECIPIENT shall advise SCSO in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(f). SUBRECIPIENT shall not knowingly engage in any action that would create a conflict of interest in the performance of that actions of any SCSO employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 11: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a). SUBRECIPIENT shall maintain books, records, documents, time and costs accounts and other evidence directly related to this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b). SUBRECIPIENT shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of this Agreement and date of final payment, or date of termination of this Agreement.

(c). SCSO may perform, or cause to have performed, an audit of the records of SUBRECIPIENT regarding payments issued hereunder. This audit shall be performed at a time mutually agreeable to SUBRECIPIENT and SCSO subsequent to the close of the final fiscal period of the agreement. Total compensation to SUBRECIPIENT may be determined subsequent to an audit as provided for in this Section, and the total

compensation so determined shall be used to calculate final payment to SUBRECIPIENT. If such audit confirms that SUBRECIPIENT was underpaid, SUBRECIPIENT shall submit an invoice to SCSO within fifteen (15) days of notice of underpayment for the balance owed. Conduct of this audit shall not delay payments as required by this Section. SUBRECIPIENT shall have no obligation to pay any costs incurred in any audit performed by SCSO or at SCSO's direction and such costs shall be the sole obligation of SCSO.

(d). In addition to the above, if Federal, State, County, or other entity funds are used for services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e). In the event of any audit or inspection conducted reveals any overpayment by SCSO under the terms of the Agreement, SUBRECIPIENT shall refund such overpayment to SCSO within thirty (30) days of notice by SCSO of the request for the refund.

(f). SUBRECIPIENT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 11: DEBARMENT AND SUSPENSION

Federally awarded contracts must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM). By executing this Agreement, SUBRECIPIENT is certifying SUBRECIPIENT is not currently on this list and will immediately notify SCSO if SUBRECIPIENT is placed on the list.

SECTION 12. ANTI-LOBBYING AMENDMENT

By executing this Agreement, SUBRECIPIENT is certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award.

SECTION 13: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a). This Agreement is to be governed by the laws of the State of Florida.

(b). Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

SECTION 14: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 15: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). This Agreement, together with the exhibits, if any, constitutes the entire integrated Agreement between SCSO and SUBRECIPIENT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b). This Agreement may only be amended, supplemented, terminated or modified by a formal written amendment.

(c). Any alterations, amendments, deletions, termination or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 16: NOTICES.

(a). Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b). For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(1). For SCSO:

**Barbara Taylor, CPPO
Procurement and Agreements Manager
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773**

(2). For SUBRECIPIENT:

**Derek Brewer, Chief of Police
Zephyrhills Police Department
6118 8th Street
Zephyrhills, FL 33542**

(c). Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. SUBRECIPIENT agrees not to claim any waiver by SCSO of such notice requirements based upon SCSO having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of SUBRECIPIENT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 17: WAIVER.

The failure of SCSO to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right or privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force. The failure of SUBRECIPIENT to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any right of privilege granted to SCSO hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 18: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 19: SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than

those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b). All provisions of this Agreement shall be read and applied in *pari materia* with all other provisions hereof.

SECTION 20: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 21: GRANT INFORMATION

See Exhibit B, Required Grant Information for information required for all subawards to this Federal Grant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: SCSO and SUBRECIPIENT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.



Witness

Zephyrhills Police Department


Derek Brewer, Chief of Police
Authorized Agent for SUBRECIPIENT
Date: 06/04/2024

Witness

Seminole County Sheriff's Office

Lisa Spriggs
Chief of Administrative Services

Date: _____

EXHIBIT A REIMBURSEMENT PROCEDURES

SUBRECIPIENT shall provide reimbursement documentation to SCSO for agents participating in HIDTA sponsored task forces as outlined below.

Availability of funds for reimbursement is determined by the Central Florida HIDTA Executive Board. Not all categories listed are eligible for all agencies.

Requests for reimbursement shall be submitted on a quarterly basis to the HIDTA Group Supervisor in accordance with Section 7 of this Agreement.

Overtime Reimbursement

Maximum overtime reimbursement for each agent will be determined by the Group Supervisor of each HIDTA Task Force. Overtime reimbursements paid to each agent will not exceed the annual amount authorized by the Central Florida HIDTA Executive Committee. SUBRECIPIENT will compensate their agent(s) for overtime pay in accordance with SUBRECIPIENT's compensation policy. SUBRECIPIENT shall submit the reimbursement request with accompanying documentation confirming the overtime payment to the HIDTA Group Supervisor for approval. Overtime shall be reimbursed on actual overtime paid to the agent as documented on the agent's pay check.

At a minimum, overtime documentation shall include the following:

- (a). Log of HIDTA hours worked
- (b). Copy of payroll detail for each agent showing hours paid and hourly rate
- (c). Copy of check stub showing overtime payment for HIDTA hours worked
- (d). If overtime is paid on a different pay cycle than the pay period, an explanation of how overtime hours are calculated.

It will be the SUBRECIPIENT's responsibility to ensure that each agent does not exceed the Federal Overtime cap for each calendar year of the grant.

Fuel Reimbursement

Fuel reimbursement requests shall be submitted to the HIDTA Group Supervisor with accompanying documentation confirming the fuel purchases.

At a minimum, fuel reimbursement documentation shall include the following:

- (a). Copy of each fuel receipt showing the date of purchase, amount of fuel purchased and total cost of each purchase.
- (b). Proof of payment by the SUBRECIPIENT for the fuel purchase, i.e., copy of check, credit card statement, etc.
- (c). If fuel payments are through a fuel card vendor such as WEX, reimbursement will

be for the amount paid to the fuel card vendor, not the amount on the receipt. The statement from the fuel card vendor will need to be submitted to document the actual amount paid.

Vehicle Lease Reimbursement

Vehicle lease reimbursement requests shall be submitted to the HIDTA Group Supervisor with accompanying documentation confirming the vehicle lease payment. Vehicle lease reimbursements shall not exceed six hundred twenty dollars (\$620) per month.

At a minimum, vehicle lease reimbursement documentation shall include the following:

- (a). Copy of each month's invoice
- (b). Copy of check or credit card statement showing payment of invoice

**EXHIBIT B
REQUIRED GRANT INFORMATION**

Required Information	
Subrecipient Name	Zephyrhills Police Department
Subrecipient's Unique Entity Identifier	XL7YNCYMHJU4 (Police Department City of Zephyrhills)
Federal Award Identification Number	G24CF0008A
Federal Award Date	April 29, 2024
Subaward Period of Performance	01/01/24-12/31/25
Amount of Federal Funds obligated by this Agreement	Reimbursement basis only
Total Amount of Federal Funds Obligated to Subrecipient including this obligation	Reimbursement basis only
Total Amount of Federal Award Committed to Subrecipient	Reimbursement basis only
Federal Award Project Description	High Intensity Drug Trafficking Areas Program
Name of Federal Awarding Agency	Office of National Drug Control Policy
Name of Pass Through Entity	Seminole County Sheriff's Office
Pass Through Entity Awarding Official Contact Information	Barbara Taylor, Procurement and Agreements Manager btaylor@seminolesheriff.org
CFDA Number and Name	95.001 – High Intensity Drug Trafficking Areas Program
Is award for Research and Development?	No
Indirect Cost Rate	N/A

EXHIBIT C
GRANT AGREEMENT

HIDTA STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made on this 16th day of May 2024 between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Zephyrhills Police Department ORI# FL0510300 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Florida area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Florida, the parties hereto agree to the following:

- 1 The Tampa HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Florida area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Florida.
- 2 To accomplish the objectives of the Tampa HIDTA Task Force, the parent agency agrees to detail one (1) experienced officer(s) to the Tampa HIDTA Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
- 3 The parent agency officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
- 4 The parent agency officers assigned to the task force shall be deputized as task force officers pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Tampa HIDTA Task Force, DEA will assign four (4) Special Agents to the task force. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative, and managerial decisions of the HIDTA Executive Board as well as the availability of HIDTA funding (from whatever source). Subject to this planning and budgeting guidance, the HIDTA will provide funding to support the activities of Federal Special Agents, Task Force Officers, and other specified employees (if any). This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
- 6 During the period of assignment to the Tampa HIDTA Task Force, the parent agency will remain responsible for establishing the salaries and benefits, including overtime, of the

parent agency officers assigned to the task force and for making all payments due to them. HIDTA will, subject to the availability of annually appropriated funds, HIDTA funds may reimburse the parent agency for overtime payments incurred by its Task Force Officers in an amount not to exceed a sum equivalent to 25% of the salary of a GS-12, Step 1 of the general pay scale for the rest of the United States. The parent agency will bill overtime as it is performed and no later than 60 days after the end of the quarter in which the overtime is performed. The invoice will identify each investigator who incurred overtime for the tasking during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. ***Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement on a current basis in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect, and no federal funds will be awarded until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

- 13 Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund the installation and removal of mobile radios in task force vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to the use of the vehicles for task force purposes. Accidents involving vehicles while in use for task force purposes shall be reported and investigated in accordance with the procedures of the DEA and the parent agency.
14. While on duty and acting on task force business, the parent agency officer(s) assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations, and procedures governing the use of OGVs for home-to-work transportation and personal business. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the Task Force may concurrently or separately be covered for the purposes of liability by their employer.
15. This agreement shall be effective from the date of the last signature of a party and will continue in effect until September 30, 2026. This agreement may be terminated by either party on 30 days advance written notice. Federal funding of the HIDTA Task Force is subject to the availability of annual appropriated funds for each federal fiscal year (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of each fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by the parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Deanne L. Reuter
Special Agent in Charge
Miami Field Division

Date

For the City of Zephyrhills Police Department



Derek Brewer
Chief of Police
Zephyrhills Police Department

May 16, 2024

Date



**EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY**

Washington, D.C. 20503

April 29, 2024

Chief Lisa Spriggs
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773-6706

Dear Chief Spriggs:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G24CF0008A) has been awarded in the amount of \$899,640.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Central Florida HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

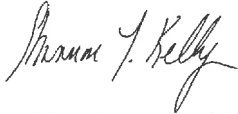
If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Lisa Spriggs Chief Seminole County Sheriff's Office 100 Eslinger Way Sanford, FL 32773-6706		4. Award Number (FAIN): G24CF0008A	
		5. Period of Performance: From 01/01/2024 to 12/31/2025	
2. Total Amount of the Federal Funds Obligated: \$899,640.00	6. Federal Award Date: April 29, 2024	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$899,640.00	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$899,640.00		
	11. Total Amount of Federal Award: \$899,640.00		
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.			
13. Statutory Authority for Grant: <i>Public Law 118-47</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Lisa Spriggs Chief Seminole County Sheriff's Office	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date 	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: N2DGNLKN5J71 DUNS: 055537278 EIN: 1596000860A1		19. HIDTA AWARD <i>OND1070DB2425XX 2024 OND6113</i> <i>OND2000000000 OC 410001</i>	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
 - 28 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the [Federal Audit Clearinghouse \(fac.gov\)](https://www.fac.gov/)
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management System (HHS-PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-federal entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, recipient must:

- a) Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the federal Government,” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor the non-federal entity’s compliance with statute, regulations, and the terms and conditions of the federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
[Program Policy and Budget Guidance2021.pdf \(nhac.org\)](#)
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.psc.gov/>).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.
3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 *et seq.*) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

- ❖ Funds, interest, principal, and excess cash returns should include the following information:
 - Payee Account Number (PAN)
 - PMS document number (grant number) and subaccount(s)
 - The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)

- ❖ The following information is also required:

- For ACH Returns:

- Routing Number: 051036706
- Account number: 303000
- Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

- For Fedwire Returns **(1)**:

- Routing Number: 021030004
- Account number: 75010501
- Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(1) Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

- ❖ For recipients that do not have electronic remittance capability, please make check**(2)** payable to:

“The Department of Health and Human Services.”

- Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(2) Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

- ❖ Questions can be directed to PMS at 877–614–5533 or PMSSupport@psc.hhs.gov.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Date: _____

Lisa Spriggs
Seminole County Sheriff's Office

Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Central Florida	Seminole County Sheriff's Office	City County Investigative Bureau	190,000.00	Investigation	G24CF0008A
		DEA Heroin Task Force	161,529.83	Investigation	G24CF0008A
		DEA Mexican Poly-Drug Task Force	184,776.84	Investigation	G24CF0008A
		Fugitive Apprehension Strike Team (FAST)	114,999.00	Investigation	G24CF0008A
		Investigative Support Center	8,647.00	Intelligence	G24CF0008A
		Management and Coordination	12,400.00	Administration	G24CF0008A
		Methamphetamine Task Force	177,287.33	Investigation	G24CF0008A
		Metropolitan Bureau of Investigation	48,000.00	Investigation	G24CF0008A
		Overdose Response Strategy	2,000.00	Intelligence	G24CF0008A
		Agency Total : Seminole County Sheriff's Office		899,640.00	
Total			899,640.00		

Budget Detail

2024 - Central Florida

Investigation

Initiative - City County Investigative Bureau

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	16	\$190,000.00
Total Overtime		\$190,000.00
Total Budget		\$190,000.00

Budget Detail

2024 - Central Florida

Initiative - DEA Heroin Task Force

Investigation

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	3	\$45,295.00
Total Overtime		\$45,295.00
Travel	Quantity	Amount
Investigative/Operational		\$11,411.00
Total Travel		\$11,411.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$4,200.00
Equipment rentals		\$2,940.00
Investigative services		\$1,000.00
Vehicle lease - passenger	2	\$14,880.00
Total Services		\$23,020.00
Supplies	Quantity	Amount
Investigative/Operational		\$6,000.00
Office		\$9,883.83
Total Supplies		\$15,883.83
Other	Quantity	Amount
PE/PI/PS		\$65,920.00
Total Other		\$65,920.00
Total Budget		\$161,529.83

Budget Detail

2024 - Central Florida

Initiative - DEA Mexican Poly-Drug Task Force

Investigation

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$50,000.00
Total Overtime		\$50,000.00
Travel	Quantity	Amount
Investigative/Operational		\$19,026.50
Total Travel		\$19,026.50
Services	Quantity	Amount
Communications - mobile phones & pagers		\$5,100.00
Vehicle lease - passenger	3	\$28,460.00
Total Services		\$33,560.00
Supplies	Quantity	Amount
Investigative/Operational		\$2,640.00
Office		\$1,550.00
Total Supplies		\$4,190.00
Other	Quantity	Amount
PE/PI/PS		\$78,000.34
Total Other		\$78,000.34
Total Budget		\$184,776.84

Budget Detail

2024 - Central Florida

Initiative - Fugitive Apprehension Strike Team (FAST)

Investigation

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Travel	Quantity	Amount
Investigative/Operational		\$4,999.00
Total Travel		\$4,999.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$9,560.00
Vehicle lease - passenger	1	\$7,440.00
Total Services		\$17,000.00
Supplies	Quantity	Amount
Investigative/Operational		\$4,200.00
Office		\$1,800.00
Total Supplies		\$6,000.00
Other	Quantity	Amount
Administrative costs		\$75,000.00
PE/PI/PS		\$12,000.00
Total Other		\$87,000.00
Total Budget		\$114,999.00

Budget Detail

2024 - Central Florida

Initiative - Investigative Support Center

Intelligence

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Travel	Quantity	Amount
Investigative/Operational		\$8,647.00
Total Travel		\$8,647.00
Total Budget		\$8,647.00

Budget Detail

2024 - Central Florida

Initiative - Management and Coordination

Administration

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Travel	Quantity	Amount
Investigative/Operational		\$12,400.00
Total Travel		\$12,400.00
Total Budget		\$12,400.00

Budget Detail

2024 - Central Florida

Initiative - Methamphetamine Task Force

Investigation

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$46,634.00
Total Overtime		\$46,634.00
Travel	Quantity	Amount
Investigative/Operational		\$10,594.33
Total Travel		\$10,594.33
Services	Quantity	Amount
Communications - mobile phones & pagers		\$8,640.00
Printing & document support		\$2,900.00
Vehicle lease - passenger	3	\$22,320.00
Total Services		\$33,860.00
Supplies	Quantity	Amount
Office		\$2,400.00
Total Supplies		\$2,400.00
Other	Quantity	Amount
PE/PI/PS		\$83,799.00
Total Other		\$83,799.00
Total Budget		\$177,287.33

Budget Detail

2024 - Central Florida

Initiative - Metropolitan Bureau of Investigation

Investigation

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$48,000.00
Total Overtime		\$48,000.00
Total Budget		\$48,000.00

Budget Detail

2024 - Central Florida

Initiative - Overdose Response Strategy

Intelligence

Award Recipient - Seminole County Sheriff's Office (G24CF0008A)

Resource Recipient - Seminole County Sheriff's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$899,640.00
Travel	Quantity	Amount
Investigative/Operational		\$2,000.00
Total Travel		\$2,000.00
Total Budget		\$2,000.00

**EXHIBIT D
INVOICE TEMPLATE**

**Central Florida HIDTA
Quarterly Agency Invoice**

Agency Name: _____

Invoice Date: _____

Agency Address: _____

Quarter Ending: _____

Agent Name: _____

E Mail Address: _____

DESCRIPTION

AMOUNT

Overtime Reimbursement

Fuel Reimbursement

Vehicle Lease Reimbursement

\$0.00

\$0.00

Total

Required Documentation:

Overtime: Log of HIDTA hours worked
Copy of payroll detail showing hours paid and hourly rate
Copy of check stub showing overtime payment for HIDTA hours
Documentation of overtime cycle if different than pay period

Fuel: Copy of each fuel receipt
Proof of payment (check or credit card statement)

Vehicle Lease: Copy of invoice
Proof of payment (check or credit card statement)

Please submit this invoice and all backup documentation to the Task Force Supervisor by the 15th day of the month following the end of the quarter.

Task Force Supervisor Approval: _____ Date: _____